



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

City Council

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, September 25, 2023

6:30 PM

Council Chambers

- 1. CALL TO ORDER**
- 2. INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES - There are no minutes for approval.**
- 7. COMMUNITY COMMENTS**

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

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

- a. Presentation by JoJuan Armour Regarding 7 Mindsets Program

8. PROCLAMATIONS

- a. A Proclamation of Appreciation for Kristin J. Bryant
- b. A Proclamation to Recognize Hindu Heritage Month

9. MOTIONS

- a. A Motion to Appoint Mildred Johnson to the Development, Parks & Recreation Committee, Public Safety, Law & Courts Committee, and the Public Service & Transportation Committee
- b. A Motion to Appoint Amanda Jones as the Mayor's Appointment Representative to the

10. REPORTS

a. West Licking Fire District

b. Development, Parks & Recreation Committee

1. Presentation of Potential Scholarship Program

c. Public Safety, Law & Courts Committee

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

d. Public Service & Transportation Committee

1. An Ordinance to Accept a Right-of-Way Grant (0.011 Acres) from Audrey Iles, Authorizing the Mayor to Enter Into a Sale and Purchase Agreement, and Declaring an Emergency
2. An Ordinance Accepting an Unrecorded Right-of-Way Deed from PTM, L.P. (0.114 Acres), and Declaring an Emergency
3. An Ordinance to Accept an Unrecorded Sanitary Sewer Easement from PTM, L.P. (0.195 Acres) and from John A. Shepard (0.016 Acres), and Declaring an Emergency
4. An Ordinance to Accept Multiple Unrecorded Deeds for Rights-of-Way along East Main Street, and Declaring an Emergency

e. Finance & Administration Committee

1. An Ordinance for the Mayor to Enter into a Contract for the City Liability Insurance with Willis Towers Watson for the Period of October 14, 2023 through October 13, 2024, Waive Competitive Bidding, and Declaring an Emergency
2. A Resolution Authorizing the Mayor to Enter into a Renewal of the Maintenance Agreement with Andrews Tech
3. A Resolution Authorizing the Mayor to Enter into an Agreement with Debt Book for Lease Agreement Consolidation Software

11. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding
- b. A Resolution Authorizing the Mayor to Enter into a Renewal of the Maintenance Agreement with Andrews Tech
- c. A Resolution Authorizing the Mayor to Enter into an Agreement with Debt Book for Lease Agreement Consolidation Software

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Appropriating Funds between Various Accounts within the Street Department, and Declaring an Emergency
- b. An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Engineering Design and Bidding Services Pertaining to the Taylor/Summit Road Sanitary Sewer Extension Project, and Declaring an Emergency
- c. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the Construction of Waggoner Road Phase I Improvement Project, and Declaring an Emergency
- d. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the Construction of Waggoner Road Phase II Improvement Project, and Declaring an Emergency
- e. An Ordinance Authorizing the Mayor to Accept and Enter into an Agreement with MS Consultants, Inc. for the Development of a Blacklick Creek Watershed Study and Flood Mitigation Analysis, and Declaring an Emergency
- f. An Ordinance to Accept a Right-of-Way Deed (0.004 Acres) from William L. Willis, Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis, Sr. and Marilyn McConnell Willis Trust dated August 10, 2012, Authorizing the Mayor to Enter Into a Sale and Purchase Agreement, and Declaring an Emergency
- g. An Ordinance to Accept a Right-of-Way Grant (0.011 Acres) from Audrey Iles, Authorizing the Mayor to Enter Into a Sale and Purchase Agreement, and Declaring an Emergency
- h. An Ordinance Accepting an Unrecorded Right-of-Way Deed from PTM, L.P. (0.114 Acres), and Declaring an Emergency
- i. An Ordinance to Accept an Unrecorded Sanitary Sewer Easement from PTM, L.P. (0.195 Acres) and from John A. Shepard (0.016 Acres), and Declaring an Emergency
- j. An Ordinance to Accept Multiple Unrecorded Deeds for Rights-of-Way along East Main Street, and Declaring an Emergency
- k. An Ordinance for the Mayor to Enter into a Contract for the City Liability Insurance with Willis Towers Watson for the Period of October 14, 2023 through October 13, 2024, Waive Competitive Bidding, and Declaring an Emergency

13. CONSENT AGENDA FOR FIRST READING

14. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance to Amend Section 971.15 Personal Conduct of the Codified Ordinances of the City of Reynoldsburg
- b. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department

- c. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2024 Tomato Festival
- d. An Ordinance Authorizing an Increase in Appropriations for Various JEDD Agreements, and Declaring an Emergency

15. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Eastern Community Reinvestment Area in the City of Reynoldsburg and Designating a Housing Officer to Administer the Program
- b. An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Gateway Community Reinvestment Area in the City of Reynoldsburg and Designating a Housing Officer to Administer the Program
- c. An Ordinance to Amend Ordinance No. 59-2022 to Update the Tax Exemptions Available within the East Main Community Reinvestment Area

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

- a. **October 5, 2023 Planning & Zoning Board**
October 9, 2023 Council
October 19, 2023 Planning & Zoning Board
October 23, 2023 Council
October 31, 2023 Trick or Treat

ADJOURNMENT



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: A Proclamation of Appreciation for Kristin J. Bryant

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A proclamation recognizing Kristin Bryant's service on City Council.

A Proclamation of Appreciation for Kristin J. Bryant

Whereas, Kristin Bryant served as an At Large member of Council for the City of Reynoldsburg beginning in January, 2018 to April, 2023; and,

Whereas, Kristin served on the Development, Park & Recreation Committee, Public Safety, Law and Courts Committee, and Public Service and Transportation Committee in 2018 and 2019 as well as on the Finance and Administrative Committee from 2020 through 2023, and Chair of the Public Safety, Law & Courts Committee from 2020 through 2023; and

Whereas, Kristin also promoted and supported the establishment of the Pride festival in Reynoldsburg; and

Whereas, Kristin gave of her time and talents to further the interests of the City's residents and promote the interests of the City with officials from neighboring townships; and

Whereas, Kristin participated in Council's efforts to address development issues, concerns regarding leash laws and animal treatment, the development of the Brice Road Park area, supported food truck events throughout the City, and sought to promote the common welfare of the community; and

Whereas, during Kristin's years of service, she gave faithfully of her time, talents, and resources to help maintain a community standard that is apparent to both residents and

visitors of the community; and

Now, therefore, be it resolved by the City Council of Reynoldsburg:

SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and thank Kristin J. Bryant for her service to the City of Reynoldsburg. Your service to this City is gratefully appreciated.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: A Proclamation to Recognize Hindu Heritage Month

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Councilmember Pyakurel requested a proclamation to recognize Hindu Heritage Month.

A PROCLAMATION TO RECOGNIZE HINDU HERITAGE MONTH

WHEREAS, Hinduism is the third-largest religion in the world with one billion followers worldwide, four million in the United States; and

WHEREAS, the culture, history, traditions, achievements, and contributions of Hindus are recognized and celebrated throughout the United States throughout the month of October; and

WHEREAS, Ohio's vibrant American Hindu community has contributed tremendously to the vitality of the state and enriched the lives of its citizens; and

WHEREAS, American Hindus have made numerous positive contributions in all aspects of society, from science to business to politics to spirituality; and

WHEREAS, Hindus strive to achieve dharma, which is a code of living that emphasizes good conduct, morality, acceptance of all, and living in harmony with nature; and

WHEREAS, during the month of October, the Hindu American community will collectively celebrate its heritage by focusing on its culture and the diverse spiritual traditions rooted in India; and

WHEREAS, the City of Reynoldsburg embraces the diversity represented in our community and seeks to afford all residents the opportunity to better understand, recognize, and

appreciate the rich history and shared experiences of American Hindus.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF REYNOLDSBURG that the City of Reynoldsburg does hereby recognize **Hindu Heritage Month** and encourage residents to participate in our local observances.

PASSED this 25th day of September, 2023.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: A Motion to Appoint Mildred Johnson to the Development, Parks & Recreation Committee, Public Safety, Law & Courts Committee, and the Public Service & Transportation Committee

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

With the appointment of Mildred Johnson as the At Large Council position, she also needs to be appointed to the various Council committees.

A Motion to Appoint Mildred Johnson to the Development, Parks & Recreation Committee, Public Safety, Law & Courts Committee, and the Public Service & Transportation Committee



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: A Motion to Appoint Amanda Jones as the Mayor's Appointment Representative to the Civilian Review Board

APPROVALS:

Joe Begeny
Mollie Prasher

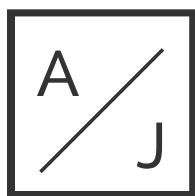
EMERGENCY:

REASON FOR EMERGENCY:

Amanda Jones has submitted her resume and been selected to serve on the Civilian Review Board

STAFF REPORT:

A Motion to Appoint Amanda Jones as the Mayor's Representative to the Civilian Review Board



**AMANDA
JONES**

1035 Pleasant Drive, Reynoldsburg,
OH 43068
(614) 549-0910,
amcox79@gmail.com

PROFESSIONAL SUMMARY

Store manager skilled in customer relations, sales development, and leadership. Over 15 years of experience with a desire to add more in higher management positions. Honest and reliable. Excellent with time management to get the most accomplished without sacrificing accuracy or quality. Ambitious with strengths in multitasking and customer service. Seeking opportunity to gain management skills.

SKILLS

- Tech savvy
- Flexible/adaptable
- Creative
- Ability to persuade
- Customer service skills
- Organized and efficient
- Strong communication ability
- Punctual
- Fast learner
- Calm under pressure
- Able to meet deadlines
- Experience solving problems
- Personable and friendly
- Multitasker
- Energetic
- Analytical
- Collaborative skills
- Ms office expertise
- Self-sufficient

EXPERIENCE

Account Executive | APG Media of Ohio | Athens, OH

January 2018 - Current

- Completed marketing and product research to help get a better picture of the company's position in the Media industry.
- Conducted casual meetings and business lunches with clients to make a personal connection.
- Consulted with company management in order to develop new strategies for building sales.
- Demonstrated how products could solve problems for clients during individual meetings.
- Developed relationships with potential and current clients by regularly sending messages and updates.
- Evaluated historical sales data and current marketing campaigns in order to set future goals for outside sales numbers.
- Followed up with successful sales contracts to further develop the new customer relationship.
- Increased sales revenue during the fiscal year of 2018.

- Prepared detailed sales quotes and proposals for products in the Media industry for potential clients.
- Presented product sales presentations to potential customers that stressed the features and benefits of each item being sold.
- Represented the company at various trade shows and conventions in order to build customer base.
- Used various sales techniques, such as cold calling, surveying and networking, in order to increase potential leads.

Assistant General Manager | Holiday Inn Express | Logan , OH

January 2015 - December 2017

- Coordinate department activities for production, sales and distribution.
- Determine prices and credit terms for goods and services.
- Direct administrative activities for producing products and services.
- Draft staff work schedules and assign duties.
- Ensure suppliers are providing goods and services within budget and in an effective manner.
- Implement policies, goals and objectives for multiple departments in coordination with board members and staff.
- Manage movement of products in and out of facility.
- Oversee sustainability program addressing waste management and recycling.
- Perform customer service by assisting customers on the floor.
- Review sales and financial reports and other performance data.
- Select, train and evaluate employees or applicants.
- Set prices and credit terms for products based on market forecasts.

Store Manager | Sprint | Logan, OH

April 2000 - September 2015

- Attended workshops, seminars, and other training events to improve management qualities.
- Created monthly team building activities, such as Coaching, to increase unity, productivity, and motivation in the sales team.
- Developed plan to increase sales weekly.
- Enforced company policies and procedures through implementing a three-strike system to promote professionalism.
- Familiar with POS systems.
- Hired and trained new employees, including selecting seasonal workers to hire on permanently. Also conducted performance reviews and handled employees with poor performance or attendance.
- Resolved conflict between customers, between employees, and between customers and employees.
- Responsible for inventory, pricing, merchandising, and displays.
- Started as an entry-level associate and worked in every position at store up to Store Manager.
- Traveled to various stores in the area/state to train other managers. Visited a total of 12 stores.
- Worked all types of shifts and worked on holidays.
- Worked with/in other departments in the store to gain knowledge of all products and to make connections with other department managers and associates.

EDUCATION

Diploma	May 1997
Nelsonville-York Senior High School, Nelsonville, OH	
Business management	May 1999
Hocking College, Nelsonville, OH	
Certification	July 2007
Tri County Career Center, Nelsonville, OH	
AMT Certification	
Phlebotomy Certification	
First Aid/CPR	



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: West Licking Fire District

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

August stats for the West Licking Fire District

AUGUST BOARD STATS

Total Calls by Township/City	
Etna	87
Harrison	79
Jersey	13
Kirkersville	12
New Albany	13
Pataskala	236
Reynoldsburg	114
Hebron	44
Union	48
Mutual Aid	47
Total	693

Apparatus Name	
45B401	131
45E402	42
45E405	38
45M401	194
45M402	74
45M403	127
45M404	169
45M405	48
45M406	101
45B402/Admin Chiefs	15
45R401	114
45E406	67
45TWR403/E403	143

Total Calls by Shift	
Shift	Total
1 Unit	218
2 Unit	218
3 Unit	257
Total	693

Mutual Aid Response	
M/A Received	M/A Given
45	47

District Response Average	
	4:59

Total Calls by Station	
Station	Total
Station 401	202
Station 402	75
Station 403	95
Station 404	158
Station 405	51
Station 406	112
Total	693

Dispatch to On scene Average	
Etna	5:35
Harrison	4:54
Jersey	5:27
Kirkersville	5:54
New Albany	5:25
Pataskala	4:32
Reynoldsburg	5:00
Hebron	2:43
Union	5:29



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: Presentation of Potential Scholarship Program

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



The Reynoldsburg Parks and Recreation Department Program Scholarship will provide a 50% reduction for most programs. This program is for Reynoldsburg residents or those who work in Reynoldsburg. Scholarships will be awarded, as funds are available.

To be eligible applicants must provide proof of residency or employment in Reynoldsburg, and are required to verify that their household qualifies for the Reynoldsburg City Schools Free/Reduced Meal Program, based on the income eligibility criteria outlined below. This documentation must be received prior to registration or within two (2) business days of the transaction/registration.

Annual Household Income Limits (before taxes)

Household Size*	Maximum Income Level (Per Year)
1	\$26,973
2	\$36,482
3	\$45,991
4	\$55,500
5	\$65,009
6	\$74,518
7	\$84,027
8	\$93,536

*For households with more than eight people, add \$9,509 per additional person.

Funding for the program will come from various sources:

- **Donations:** It will be possible for individuals to donate to the Reynoldsburg Parks and Recreation Department Program Scholarship when registering for programs. Businesses may make donations as well to the scholarship fund.
- **Field Rentals:** 50% of field rentals collected will go to the Reynoldsburg Parks and Recreation Department Program Scholarship fund.
- **Department Budget:** \$5,000 will be budgeted into the Reynoldsburg Parks and Recreation Department Program Scholarship through the annual budget process.

POLICIES AND PROCEDURES

1. Information regarding the Reynoldsburg Parks and Recreation Scholarship Program

The Reynoldsburg Parks and Recreation Scholarship Program will provide financial support to families in need, in an effort to remove financial barriers and encourage participation. The Reynoldsburg Parks and Recreation Scholarship Program, is subject to space available in programs and funding availability, provides a 50% reduction in program registration fees and is provided to those who meet eligibility criteria.

2. Goals of the Reynoldsburg Parks and Recreation Scholarship Program

The City understand the limitations some families may have with discretionary funds for recreational services. It is our objective to help remove obstacles to participate and promote access to our programs. Our goals are as follows:

- a) Remove financial obstacles and create a program through which funds may be obtained by residents in need
- b) Create and maintain a simplified application, review, and award process
- c) Provide a sustainable funding method
- d) Increase community awareness of the Reynoldsburg Parks and Recreation Scholarship Program

3. Program Policy

Financial Resources

A. Donations

Individuals may select to make a donation towards the Reynoldsburg Parks and Recreation Scholarship Program through the Departments registration software, RecDesk.

B. Field Rentals

50% of field rental fees will be allocated to the Reynoldsburg Parks and Recreation Scholarship Program

C. Department Budget

Each year the Parks and Recreation Department, as part of the annual budget process, will designate a certain amount of funds to be utilized for scholarship recipients.

D. Utilization of Funds

Any donated funds and field rentals will be utilized first. The financial assistance amount within the operating budget will be monitored to ensure allocations do not exceed the designated available amount. Any remaining funds collected and not dispersed will carry over for future utilization.

E. Scholarship Limits

Scholarship limit will be \$150 per family per calendar year.

4. Eligibility Criteria

- A. All scholarships are subject to availability of funds and program space. The scholarships will be awarded on a first-come, first-serve basis for eligible recipients.
- B. Scholarships are available to residents and those who work in Reynoldsburg. City employees and family members, as well as members of City Boards and Commissions are not eligible. One (1) of the following items is required to verify residency or employment in Reynoldsburg:
 - a. Copy of valid driver's license or recent utility bill, tax record, or employer paystub
 - b. Copy of housing lease/rental agreement with owner's signature

C. In addition to confirming residency or employment in Reynoldsburg, eligibility is determined by the applicant meeting of the following criteria:

- a. Verifying your household qualifies for the Reynoldsburg City Schools Free and Reduced Meal Program

Annual Household Income Limits (before taxes)

Household Size*	Maximum Income Level (Per Year)
1	\$26,973
2	\$36,482
3	\$45,991
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5	\$65,009
6	\$74,518
7	\$84,027
8	\$93,536

*For households with more than eight people, add \$9,509 per additional person

D. Participants must attend the program for which they receive scholarship funds to be eligible to receive funds the following year.

5. Procedures

- A. A 50% reduction in program fees will be awarded to the eligible participants for the calendar year (January 1- December 31) while funds are available and until the family reaches the \$150 maximum limit
- B. Each year, applicants must confirm they continue to meet the Reynoldsburg Parks and Recreation Scholarship Program eligibility criteria and desire continuation in the Reynoldsburg Parks and Recreation Scholarship Program.

6. How to Apply

- A. Online application is available at [Reynoldsburg.gov](https://www.reynoldsburg.gov) (need to add)
- B. Apply in person at the Reynoldsburg Parks and Recreation Office, 7232 East Main Street, Monday-Friday 9am-4pm or by appointment
- C. Provide eligibility criteria documentation as referenced above.
- D. Applications will be date/timed stamped and reviewed as they are received. Responses will be made within five (5) business days.

7. When to Apply

- A. Applications will be accepted beginning January 1.
- B. Applicants may want to register to hold a spot in a program that has open registration in January and they will be reimbursed if the scholarship request is approved.
 - i. Please Note: to be considered for a scholarship the application must be submitted within two (2) business days of the transaction/program registration.

DRAFT



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

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

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Requesting we enter into a contract with Modern Office Methods. This will be replacing a current copier.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR A COPIER FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Reynoldsburg Police Department has a copier unit with an expiring lease agreement; and

WHEREAS, the Police Department is requesting the renewal of a sixty-month lease with Modern Office Methods, for a copier unit at a not to exceed cost of \$36,837.60.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for a copier unit for the Police Department with a lease term to of sixty-months at total fee of \$36,837.60.

SECTION 2. That pursuant to RCO section 175.01(g), the purchase shall be made through a state government contract; therefore, waiving competitive bidding by the City.

SECTION 3. That upon adoption by Council, this Resolution shall be immediately effective following signature by the Mayor.



AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM (OH, KY, IN)

Addendum to Agreement # _____ and any future supplements/schedules thereto, between _____ City of Reynoldsburg _____, as Customer ("Customer") and Modern Office

Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule

("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum." Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATE OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee." Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of the State of Ohio, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer.

However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

5. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

Modern Office Methods, Inc.

Lessor

Signature

Title

Date

City of Reynoldsburg

Customer

X

Signature

Joe Begney

Title

8/28/2023

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATE OTHERWISE.



Installation Site Survey

Date 8/28/2023

1. Customer Site Information

Company Name:	City of Reynoldsburg	IT Contact Name:	Bryce Link			
Contact Name:	Joe Begney	IT Contact email:	blink@kgtechnology.com			
Address:	7240 East Main St	Internal:	☐	No IT Contact:	☐	614-602-4202
City:	Reynoldsburg	State:	Ohio	Zip:	43068	Phone: x115
		Outsourced IT:	☒	IT Firm Name:	KGTechnology	
Phone Number:	614-322-6800	Email:	jrosenthal@reynoldsburg.gov			
		Number of devices to connect:		5		
		List each unit on page 2				

2. Connectivity, Software and Features

Network Environment: ☒ Server OS ☐ No Server	Environment OS: ☐ Windows ☐ Mac	Scan Setup: ☒ Scan to Email ☒ Scan to Folder	Data Access: ☐ Fax Line w/in 6FT ☐ Data Line w/in 10FT
Software Scope of Work Included: YES ☐ NO ☒ Describe:		Address Book Transfer: ☒ YES ☐ NO	
Fiery: ☐ YES ☒ NO		SMTP Require Authentication*: ☒ YES ☐ NO	

If SMTP Authentication is required username and password must be provided at installation.

3. FAX Settings

FAX Forwarding to Folder: ☐ YES ☒ NO	FAX Forward to Email: ☐ YES ☒ NO
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4. Data Collection Agent (DCA)

Modern Office Methods would like to install a DCA on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☐

DCA Install Approved: _____ DCA Already Installed: _____

5. Post Installation Training

Contact:	Cheryl Kristy	Phone:	614-322-6932	Email:	ckristy@reynoldsburg.gov
Special Instructions:					
Sales Rep: Dan Lamatrice					
Other Notes:					

Client Responsibilities:

- Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.
- Provide a dedicated polarized electrical power outlet.
 - Provide a dedicated analog fax line if faxing is required.
 - Provide a dedicated active network port and proper cabling.
 - Provide adequate space for the equipment meeting the manufacturer's specifications.
 - Provide a network administrator on site or have administrator available by phone for installation support and training.

Network Services and Installation Rates Charge:

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these will be billed at MOM's prevailing rate.

Connectivity Warranty

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, change network provider and (or) purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.

Software Acknowledgement

Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance ,function, or use of the software or hardware.

Additional Network Support is available through Modern Office Methods and provides network service offerings including computer and network support, internet firewalls, multi-location support, remote access, network installations, troubleshooting services, and project management. Ask your Account Manager for more information.

Customer Representative: _____ Date _____

Sales Representative: Dan Lamatrice

List Devices to be Installed

[illegible]

Client Asset Pick-Up Authorization

- ☐ **Remove and Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- ☐ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- ☐ **Store in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOMs' warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.
- Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorney's fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name

Joe Begney

Signature Requested

Return Date:

Hard Drive Security-please select option for each returned device

- ☐ **Quick Format:** I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- ☐ **Secure Hard Drive Overwrite meeting DoD Standard Requirements:** I understand that once overwritten, the data will not be recoverable. I agree to pay MOM \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. MOM will provide an overwrite certificate upon completion.
- ☐ **Removal:** I understand MOM will remove the hard drive for \$300. MOM will only perform this service on machines we sell or service. I understand that hard drive removal may render the machine inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly.

List Devices to be Removed

[illegible]



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

4747 Lake Forest Drive · Cincinnati, OH 45242 · Phone: 513.791.0909 · Fax 513.791.0985

The words "Lessee", "you" and "your" refer to Customer. The words "Lessor", "we", "us" and "our" refer to Modern Office Methods, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME

City of Reynoldsburg

STREET ADDRESS

7240 East Main St

CITY

STATE

ZIP

PHONE

FAX

Reynoldsburg

Ohio

43068

614-322-6800

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

EMAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING METER - COLOR
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OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR
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Canon DXC5860i

Monthly Payment* \$	\$613.96	B&W Impressions Included / Month	5,000	B&W Overages billed at \$	0.00696	per impression*
plus applicable taxes		Color Impressions Included / Month	4,000	Color Overages billed at \$	0.04524	per impression

TERM AND PAYMENT INFORMATION

Term in 60 Months

The payment ("Payment") period is monthly unless otherwise indicated.

If you are exempt from sales tax, attach your certificate.

METER READINGS VERIFIED

B&W-

QUARTERLY

COLOR- QUARTERLY ☐See attached Schedule A ☐

See attached Billing Schedule

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement**END OF TERM OPTION**

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc.

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above)

X

SIGNATURE

Mayor

8/28/2013

TITLE

DATED

31-6400909

Joe Begney

FEDERAL TAX I.D.#

PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "financed items," which are included in the word "Equipment" unless separately stated) from software licensor (s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, requests for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

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Rev. 12/02/2019

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (i) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. ~~NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement.~~ You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, main tenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable coverage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and coverage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the coverage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Accept a Right-of-Way Grant (0.011 Acres) from Audrey Iles, Authorizing the Mayor to Enter Into a Sale and Purchase Agreement, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

Request emergency passage to facilitate timely recording of the deed.

STAFF REPORT:

This right of way acquisition is necessary for the streetscape improvements that are integral to Phase II of the E. Main Street project.

AN ORDINANCE TO ACCEPT A RIGHT-OF-WAY DEED (0.011 ACRES) FROM AUDREY ILES, AUTHORIZING THE MAYOR TO ENTER INTO A SALE AND PURCHASE AGREEMENT, AND DECLARING AN EMERGENCY

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

Section 1. That the following unrecorded Right-of-Way deed (0.011 acres) from Audrey Iles, be and is hereby accepted:

See Exhibit "A" Attached hereto and made a part hereof.

Section 2. That the Mayor is authorized to enter into a Sale and Purchase Agreement with Audrey Iles for the acquisition of the right of way.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and to ensure timely recording of the acquisition; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the

Mayor.

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Audrey L. Iles (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

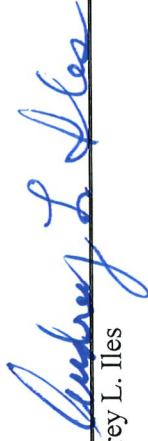
See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 200605150092442
Recorder's Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit "A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Audrey L. Iles has caused this instrument to be executed and subscribed this 2 day of August, 2023.


Audrey L. Iles

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 2 day of August, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Audrey L. Iles, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on ~~the~~ day and year last aforesaid.




Notary Public

Witnessed by Christopher M. Shook, Reynoldsburg City Attorney
100 East Main Street, Reynoldsburg, Ohio 43068

0.011 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of Lot 67 of the Plat of the Corporation of Reynoldsburg of record in Survey Plat Book 3, Page 171 of the records of the Franklin County Engineer's office, and being part of those tracts conveyed as Parcels Three and Four to Audrey L. Iles (Transfer on Death to Donald T. Iles) by deed of record in Instrument Number 200605150092442 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an 3/4 inch solid iron pin found in the southerly right-of-way line of East Main Street (U.S. 40, 80 feet wide), at the common corner of said Lot 67 and Lot 68 of said Plat of the Corporation of Reynoldsburg, a common corner of said Parcel Four and that tract conveyed as Parcel Two to William L. Willis, Sr and Marilyn Mcconnell Willis, Trustees of the William L. Willis, Sr. and Marilyn Mcconnell Willis Trust Dated August 10, 2012 by deed of record in Instrument Number 201208170120222;

Thence South 01° 55' 38" West, with the line common to said Lots 67 and 68 and with the line common to said Parcel Four and Parcel Two, a distance of 4.01 feet to an iron pin set;

Thence South 88° 37' 35" West, across said Lot 67 and across said Parcels Four and Three, a distance of 119.90 feet to an iron pin set in the line common to said Lot 67 and Lot 66 of said Plat of the Corporation of Reynoldsburg and a line common to said Parcel Three and that 0.369 acre tract conveyed to Dr. Craig Oyler by deed of record in Instrument Number 200005080089742;

Thence North 02° 02' 17" East, with said common line a distance of 4.01 feet to an iron pin set at a common corner thereof in said southerly right-of-way line;

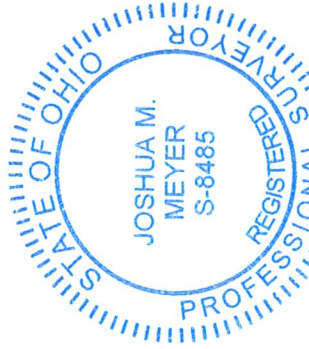
Thence North 88° 37' 35" East, with said southerly right-of-way line, a distance of 119.90 feet to the POINT OF BEGINNING, containing 0.011 acre, more or less, of which 0.0055 acre is located within Auditors Parcel Number 060-000189 and 0.0055 acre is located within a Parcel Number 060-000173.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in January 2022.



JMM:mmd
0_011 ac 20210561-VS-BNDY-4

EVANS, MECHWART, HAMBLETON & TILTON, INC.

3-29-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date





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

emht.com

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 29, 2022

Scale: 1" = 30'

Job No: 2021-0561

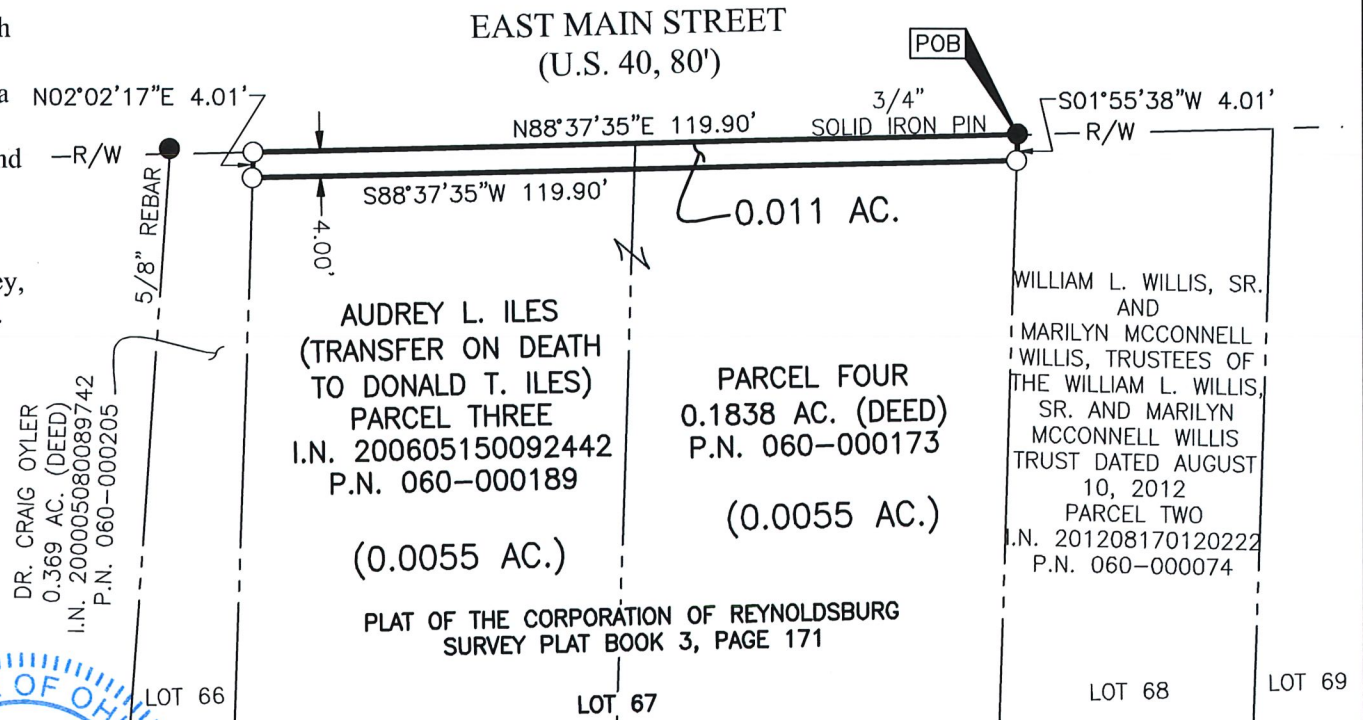
Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment

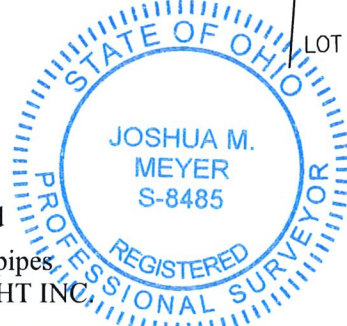
SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in January 2022.



- Iron Pin Set
- Iron Pin Found
- ⦿ Stone Found
- ◆ P.K. Nail Found
- Monument Found
- ◻ Magnetic Nail Set
- ⬢ Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC



By Joshua M. Meyer
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

3-29-2022
Date

PRELIMINARY APPROVAL
Cornell R. Robertson, P.E., P.S.

BY: gantonini
03/30/2022

PENDING ORIGINALS

*Submitted via digital format



Please return this approval, along with the original
description and plat of survey, as prepared by the
surveyor, signed, sealed and dated in blue ink.

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract For Sale and Purchase of Real Property (this “Agreement”) is by and between the City of Reynoldsburg, Ohio, an Ohio municipal corporation (hereinafter referred to as “Purchaser”), having an office at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and Audrey Iles, 1567 Alar Avenue, Reynoldsburg, Ohio 43068 (hereinafter referred to as “Sellers”). Purchaser and Sellers are referred to individually herein as “Party” and collectively as “Parties.”

Recitals

WHEREAS, Purchaser is preparing to construct improvements upon East Main Street (the “Project”), which requires the acquisition of certain real property from the property owned by Sellers, as more particularly described herein; and

WHEREAS, Purchaser agrees to purchase from Sellers a fee simple warranty deed for right-of-way, without limitation of existing access rights, and a temporary construction easement (the “Property Interests”), for completion of the Project, as described in Exhibits A and depicted in Exhibits B, and Sellers agree to sell the Property Interests to Purchaser pursuant to the terms set forth in this Agreement.

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

Provisions

1. Price and Consideration

Purchaser agrees to compensate Seller in the amount of Eight Thousand Dollars (\$8,000.00), which compensation shall constitute the entire amount of compensation due to Sellers for: (a) the Property Interests; (b) value of improvements taken; (c) any and all damages to any residual lands of Sellers; and (c) Sellers’ covenants set forth herein.

2. Conveyance Documents

Sellers shall, within five (5) business days after the execution of this Agreement, execute and deliver to Purchaser a general warranty deed and an easement for the Property Interests. The general warranty deed and easement shall be by good and sufficient instrument regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.

3. Supplemental Instruments

Sellers agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles, and interests described in Exhibit A and Exhibit B.

4. Warranty of Title

Sellers shall, and hereby do, warrant that the Property Interests described in Exhibit A and depicted in Exhibit B are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, executors, administrators, successors, and assigns.

6. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

7. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Sellers or Purchaser.

8. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by the Parties.

9. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PURCHASER
THE CITY OF REYNOLDSBURG, OHIO

Joe Begeny, Mayor

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Joe Begeny, Mayor of the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

(SELLERS' SIGNATURE & ACKNOWLEDGEMENT ON THE FOLLOWING PAGE)

SELLERS

Audrey Iles

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023,
before me, the subscriber, a Notary Public in and for said county and state, personally came Steven
Hatton, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
official seal on the day and year last aforesaid.

Notary Public



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Accepting an Unrecorded Right-of-Way Deed from PTM, L.P. (0.114 Acres), and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO ACCEPT AN UNRECORDED RIGHT-OF-WAY DEED FROM PTM, L.P. (0.114ACRES), AND DECLARING AN EMERGENCY

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

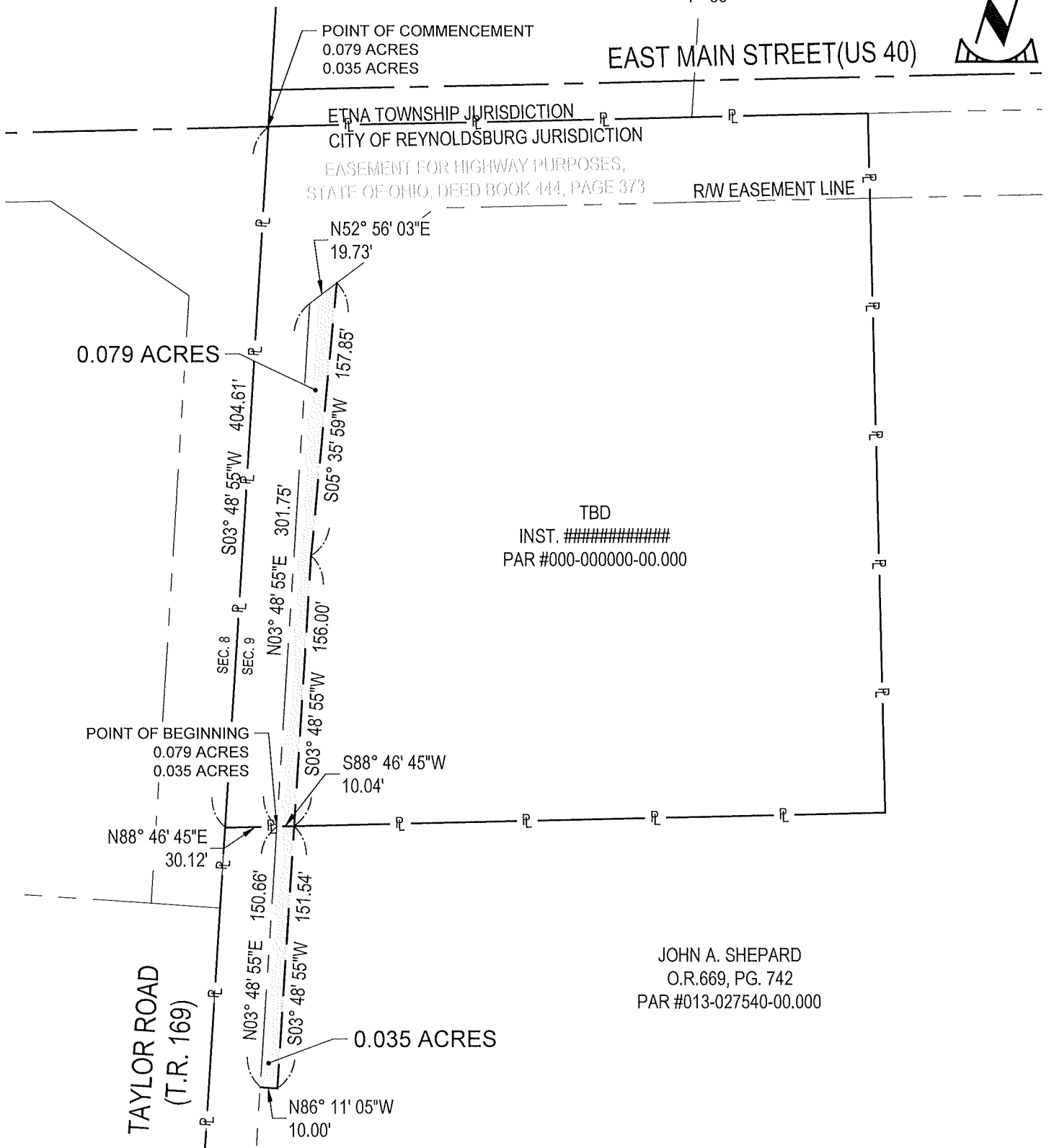
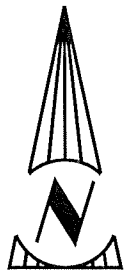
Section 1. That the following unrecorded Right-of-Way Deed from PTM, L.P. (0.114 acres), be and are hereby accepted:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and to ensure timely recording of the acquisition; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

BASIS OF BEARINGS

THE BEARINGS UPON THIS PLAT ARE BASED ON THE CENTERLINE OF TAYLOR ROAD (T.R. 169) BEING SOUTH 03°48'55" WEST AS REFERENCED TO THE STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE, NAD83, NSRS 2007 (2011 ADJ.).



PREPARED FOR:

SHEETZ, INC.

HIGHWAY EASEMENT

DATE: 8/14/2023
PROJ. NO.: S6430007
DRAWN BY: NJD
REVISION:

1 / 1



0.079 Acre Easement

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being part of a 3.3764 acre parcel conveyed to _____ by Instrument Number _____, hereafter referred to as "Grantor," as recorded in the Franklin County Recorder's Office, and being more particularly described as follows:

COMMENCING at the centerline intersection of East Main Street (US 40) (Width Varies and Taylor Road (TR 169) (80' Wide);

Thence along the centerline of Taylor Road, South 03°48'55" West a distance of 404.61 feet to a point, said point being the Grantor's southwesterly corner and the northeasterly corner of a 17.038 acre parcel conveyed to John A. Shepard by deed of record in Original Record 669, Page 742;

Thence along the Grantor's southerly line and the northerly line of said Shepard tract, North 88°46'45" East a distance of 30.12 feet to a point along the easterly right of way of Taylor Road, said point being the POINT OF BEGINNING;

Thence along said easterly right of way and across the Grantor's property, **North 03°48'55" East** a distance of **301.75 feet** to a point;

Thence continuing along said easterly right of way and across the Grantor's property, **North 52°56'03" East** a distance of **19.73 feet** to a point;

Thence leaving said easterly right of way and continuing across the Grantor's property, **South 05°35'59" West** a distance of **157.85 feet** to a point;

Thence continuing across the Grantor's property, **South 03°48'55" West** a distance of **156.00 feet** to a point along the Grantor's southerly line and the northerly line of said Shepard tract;

Thence along the Grantor's southerly line and the northerly line of said Shepard tract, **South 88°46'45" West** a distance of **10.04 feet** the POINT OF BEGINNING, containing 0.079 acres, more or less, all of which is located within Auditor's Parcel ____ - ____.

Subject to all legal rights-of-way and/or easement, if any, of record.

Bearings used herein are based on the centerline of Taylor Road being South 03°48'55" West as referenced to the Ohio State Plane Coordinate System, Ohio South Zone, NAD83, NSRS 2011 Adjustment.

Nicholas J. Del Valle
Professional Surveyor No. 8822

Date



0.035 Acre Easement

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being part of a 17.038 acre parcel conveyed to John A. Shepard by deed of record in Original Record 669, Page 742, hereafter referred to as "Grantor," as recorded in the Franklin County Recorder's Office, and being more particularly described as follows:

COMMENCING at the centerline intersection of East Main Street (US 40) (Width Varies and Taylor Road (TR 169) (80' Wide);

Thence along the centerline of Taylor Road, South 03°48'55" West a distance of 404.61 feet to a point, said point being the Grantor's northwesterly corner and the southeasterly corner of a 3.3764 acre parcel conveyed to _____ by Instrument Number _____;

Thence along the Grantor's northerly line and the southerly line of said _____ tract, North 88°46'45" East a distance of 30.12 feet to a point along the easterly right of way of Taylor Road, said point being the POINT OF BEGINNING;

Thence continuing along the Grantor's northerly line and the southerly line of said _____ tract, **North 88°46'45" East** a distance of **10.04 feet** to a point;

Thence leaving the southerly line of said _____ tract and across the Grantor's property, **South 03°48'55" West** a distance of **151.54 feet** to a point;

Thence continuing across the Grantor's property, **North 86°11'05" West** a distance of **10.00 feet** to a point along the easterly right of way of Taylor Road;

Thence continuing across the Grantor's property and along said easterly right of way, **North 03°48'55" East** a distance of **150.66 feet** to the POINT OF BEGINNING, containing 0.035 acres, more or less, all of which is located within Auditor's Parcel 013-027540-00.

Subject to all legal rights-of-way and/or easement, if any, of record.

Bearings used herein are based on the centerline of Taylor Road being South 03°48'55" West as referenced to the Ohio State Plane Coordinate System, Ohio South Zone, NAD83, NSRS 2011 Adjustment.

Nicholas J. Del Valle
Professional Surveyor No. 8822

Date

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that PTM, L.P., an Ohio Limited Partnership (hereinafter referred to as “Grantor”), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg (“Grantee”), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee’s successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit “A” and incorporated herein.

Prior Instrument reference number: 202309050016095
Recorder’s Office, Licking County

**THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS
INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF
WAY**

See Legal Description attached hereto as Exhibit “A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, _____,
_____ of PTM, L. P. has caused this instrument to be executed and subscribed
this _____ day of _____, 2023.

By: _____
Title: _____

STATE OF OHIO)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this _____ day of _____,
2023, before me, the subscriber, a Notary Public in and for said county and state,
personally came _____, who acknowledged the
signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal on the day and year last aforesaid.

Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Accept an Unrecorded Sanitary Sewer Easement from PTM, L.P. (0.195 Acres) and from John A. Shepard (0.016 Acres), and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

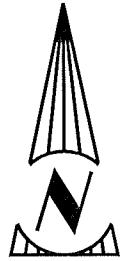
AN ORDINANCE TO ACCEPT AN UNRECORDED SANITARY SEWER EASEMENT FROM PTM, L.P. (0.195 ACRES) AND FROM JOHN A. SHEPARD (0.016 ACRES), AND DECLARING AN EMERGENCY

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

Section 1. That the following unrecorded Sanitary Sewer Easements from PTM, L.P. (0.195 Acres) and from John A. Shepard (0.016 acres), be and are hereby accepted:

See Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and to ensure timely recording of the acquisition; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



ETNA TOWNSHIP JURISDICTION
CITY OF REYNOLDSBURG JURISDICTION
EASEMENT FOR HIGHWAY PURPOSES,
STATE OF OHIO, DEED BOOK 444, PAGE 373

R/W EASEMENT LINE

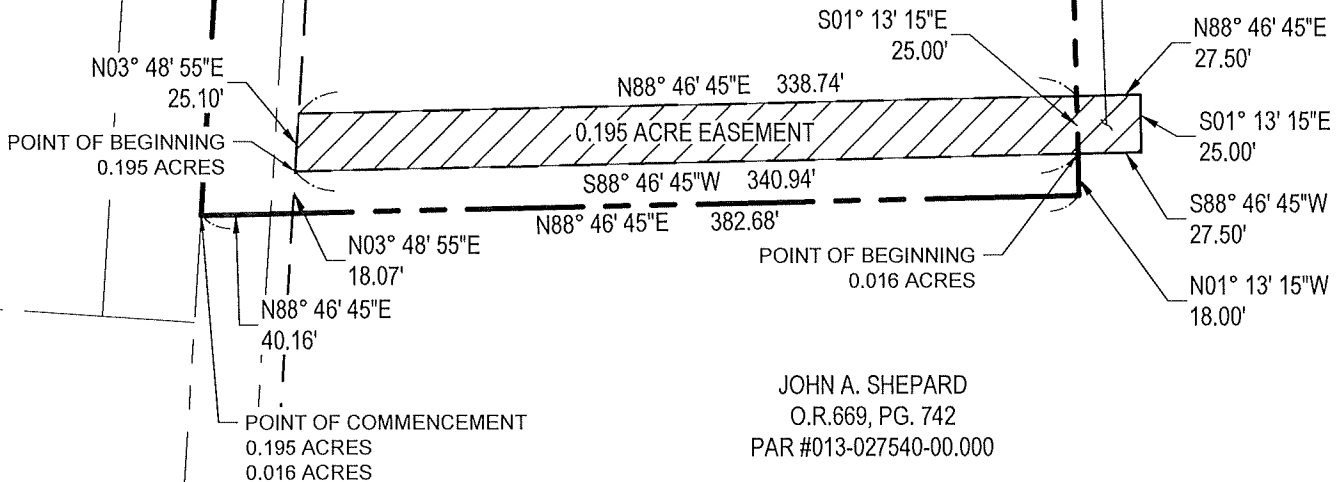
TAYLOR ROAD (T.R. 169)
SEC. 8
SEC. 9

EASEMENT LINE

PROPOSED R/W
EASEMENT LINE

TBD
INST. #####
PAR #000-000000-00.000

0.016 ACRE
EASEMENT



TECHNICAL SKILL.
CREATIVE SPIRIT.

PREPARED FOR:

SHEETZ, INC.

SANITARY EASEMENT

DATE: 7/13/2023
PROJ. NO.: S6430007
DRAWN BY: NJD
REVISION:

1 / 1



0.015 Acre Access Easement

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being part of a 17.038 acre parcel conveyed to John A. Shepard by deed of record in Original Record 669, Page 742, hereafter referred to as "Grantor," as recorded in the Franklin County Recorder's Office, and being more particularly described as follows:

COMMENCING at the Grantor's northwesterly corner and the southeasterly corner of a 3.3764 acre parcel conveyed to _____ by Instrument Number _____, said point also being along the centerline of Taylor Road (80' Wide);

Thence along the Grantor's northerly line and the southerly line of said _____ tract, North 88°46'45" East a distance of 382.68 feet to an angle point in the Grantor's westerly line, said point also being the southeasterly corner of said _____ tract;

Thence along the Grantor's westerly line and the easterly line of said _____ tract, North 01°13'15" West a distance of 18.00 feet to the POINT OF BEGINNING;

Thence continuing along the Grantor's westerly line and the easterly line of said _____ tract, **North 01°13'15" West** a distance of **25.00 feet** to a point;

Thence leaving the easterly line of said _____ tract, across the Grantor's property, **North 88°46'45" East** a distance of **27.50 feet** to a point;

Thence continuing across the Grantor's property, **South 01°13'15" East** a distance of **25.00 feet** to a point;

Thence continuing across the Grantor's property, **South 88°46'45" West** a distance of **27.50 feet** to the POINT OF BEGINNING, containing 0.015 acres, more or less, all of which is located within Auditor's Parcel 013-027540-00.

Subject to all legal rights-of-way and/or easement, if any, of record.

Bearings used herein are based on the easterly right of way of Taylor Road being North 03°48'55" East as referenced to the Ohio State Plane Coordinate System, Ohio South Zone, NAD83, NSRS 2011 Adjustment.

Nicholas J. Del Valle
Professional Surveyor No. 8822

Date



0.195 Acre Access Easement

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being part of a 3.3764 acre parcel conveyed to _____ by Instrument Number _____, hereafter referred to as "Grantor," as recorded in the Franklin County Recorder's Office, and being more particularly described as follows:

COMMENCING at the Grantor's southwesterly corner and the northeasterly corner of a 17.038 acre parcel conveyed to John A. Shepard by deed of record in Original Record 669, Page 742, said point also being along the centerline of Taylor Road (80' Wide);

Thence along the Grantor's southerly line and the northerly line of said Shepard tract, North **88°46'45"** East a distance of 40.16 feet to a point along the easterly right of way of said Taylor Road;

Thence along said easterly right of way and through the Grantor's property, North **03°48'55"** East a distance of 18.07 feet to the POINT OF BEGINNING;

Thence continuing along said easterly right of way and across the Grantor's property, North **03°48'55"** East a distance of **25.10 feet** to a point;

Thence leaving said easterly right of way and continuing across the Grantor's property, North **88°46'45"** East a distance of **338.74 feet** to a point along the Grantor's easterly line, said point also being along the westerly line of said Sheppard tract;

Thence along the Grantor's easterly line and the westerly line of said Sheppard tract, South **01°13'15"** East a distance of **25.00 feet** to a point;

Thence leaving the westerly line of said Sheppard tract and across the Grantor's property, South **88°46'45"** West a distance of **340.94 feet** to the POINT OF BEGINNING, containing 0.195 acres, more or less, all of which is located within Auditor's Parcel ____ - ____.

Subject to all legal rights-of-way and/or easement, if any, of record.

Bearings used herein are based on the easterly right of way of Taylor Road being North **03°48'55"** East as referenced to the Ohio State Plane Coordinate System, Ohio South Zone, NAD83, NSRS 2011 Adjustment.

Nicholas J. Del Valle
Professional Surveyor No. 8822

Date

TECHNICAL SKILL.
CREATIVE SPIRIT.

S6430007

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that PTM, L.P., an Ohio limited partnership (hereinafter referred to as "Grantor), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual, non-exclusive sanitary sewer easement ("Sewer Easement") in, over, under, across, and through the following described real property (the "Sewer Easement Area"), for the purposes of maintaining, operating, inspecting, repairing, renewing, removing, and replacing sanitary sewer facilities, including, but not limited to, sanitary sewer lines, valves, controls, and appurtenances related to that certain tract of land consisting of approximately 1.162 acres being particularly described in Exhibit A attached hereto and made apart hereof.

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 202309050016095

Recorder's Office, Licking County, Ohio

Grantee shall have the right hereunder, at all times and in its sole discretion, to access the Real Property, to ingress and egress over Grantor's adjacent lands, and to enter upon the Easement Areas together with any equipment (including, but not limited to: vehicles, machinery, and materials), to store the same thereon, and to do all things necessary for the purposes of Operating the Facilities and any other such rights granted herein.

Grantor, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Sewer Easement Area in any manner not inconsistent with the terms, conditions and limitations of the Sewer Easement granted herein to Grantee, including: constructing private roads, drives, and sidewalks, and installing landscaping and planting (except trees) upon the surface thereof. Notwithstanding the foregoing, Grantor agrees not to build, construct, or place any building or other structure within the Sewer Easement Area which may interfere with Grantee's rights herein and agrees it shall not conduct any excavating or other similar activity which may interfere with or disturb the Facilities or Grantee's rights herein (collectively, "Non-Conforming Improvements").

Grantee agrees that it shall restore, as necessary, any grass or improvement upon the Real Property damaged in connection with Grantee Operating the Facilities so that said Real Property shall be returned to the same or substantially similar condition as such existed prior to the occurrence of said damage; provided, however, Grantee shall not be required to replace any trees in existence prior to these Easements nor shall it be required to replace Non-Conforming Improvements installed within the Sewer Easement Area after the initial construction of the Facilities and subsequently disturbed by Grantee in connection with Operating the Facilities.

This grant of Sewer Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee, their respective heirs, successors, and assigns and the rights herein granted shall continue in perpetuity. Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Easement Areas and that Grantor has the right and full power to grant the Easements described herein.

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

This grant of Easements shall not be modified or amended except in a writing signed by both parties hereto. All provisions herein shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD said Easements unto said Grantee and its successors and assigns forever, for the activities and purposes hereinabove described.

IN ACKNOWLEDGEMENT WHEREOF, PTM, L.P. has caused this instrument to be executed and subscribed this _____ day of _____, 2023.

PTM, L.P.

Printed Name: _____

Title: _____

STATE OF OHIO)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came _____, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that John A. Shephard (hereinafter referred to as "Grantor), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual, non-exclusive sanitary sewer easement ("Sewer Easement") in, over, under, across, and through the following described real property (the "Sewer Easement Area"), for the purposes of maintaining, operating, inspecting, repairing, renewing, removing, and replacing sanitary sewer facilities, including, but not limited to, sanitary sewer lines, valves, controls, and appurtenances related to that certain tract of land consisting of approximately 1.162 acres being particularly described in Exhibit A attached hereto and made apart hereof.

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: OR 669, Pg. 742
Recorder's Office, Licking County, Ohio

Grantee shall have the right hereunder, at all times and in its sole discretion, to access the Real Property, to ingress and egress over Grantor's adjacent lands, and to enter upon the Easement Areas together with any equipment (including, but not limited to: vehicles, machinery, and materials), to store the same thereon, and to do all things necessary for the purposes of Operating the Facilities and any other such rights granted herein.

Grantor, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Sewer Easement Area in any manner not inconsistent with the terms, conditions and limitations of the Sewer Easement granted herein to Grantee, including: constructing private roads, drives, and sidewalks, and installing landscaping and planting (except trees) upon the surface thereof. Notwithstanding the foregoing, Grantor agrees not to build, construct, or place any building or other structure within the Sewer Easement Area which may interfere with Grantee's rights herein and agrees it shall not conduct any excavating or other similar activity which may interfere with or disturb the Facilities or Grantee's rights herein (collectively, "Non-Conforming Improvements").

Grantee agrees that it shall restore, as necessary, any grass or improvement upon the Real Property damaged in connection with Grantee Operating the Facilities so that said Real Property shall be returned to the same or substantially similar condition as such existed prior to the occurrence of said damage; provided, however, Grantee shall not be required to replace any trees in existence prior to these Easements nor shall it be required to replace Non-Conforming Improvements installed within the Sewer Easement Area after the initial construction of the Facilities and subsequently disturbed by Grantee in connection with Operating the Facilities.

This grant of Sewer Easement shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee, their respective heirs, successors, and assigns and the rights herein granted shall continue in perpetuity. Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Easement Areas and that Grantor has the right and full power to grant the Easements described herein.

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

This grant of Easements shall not be modified or amended except in a writing signed by both parties hereto. All provisions herein shall inure to the benefit of and be enforceable by and against the respective successors and assigns of Grantor and Grantee.

TO HAVE AND TO HOLD said Easements unto said Grantee and its successors and assigns forever, for the activities and purposes hereinabove described.

IN ACKNOWLEDGEMENT WHEREOF, John A. Shephard has caused this instrument to be executed and subscribed this _____ day of _____, 2023.

John A. Shephard

STATE OF OHIO)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came John A. Shepard, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Accept Multiple Unrecorded Deeds for Rights-of-Way along East Main Street, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

Staff requests emergency passage to ensure timely recording of the documents

STAFF REPORT:

These right of way acquisitions were necessary to properly facilitate Phase II of the E. Main Street Streetscape improvements. The additional right of way allows for increased sidewalk and landscaping improvements.

**AN ORDINANCE TO ACCEPT MULTIPLE UNRECORDED DEEDS FOR RIGHTS-OF-WAY
ALONG EAST MAIN STREET, AND DECLARING AN EMERGENCY**

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

Section 1. That the following unrecorded Right-of-Way Deeds be and are hereby accepted:

- A. DMAK Properties II, LLC (0.207 Acres). See Exhibit "A" attached hereto and made a part hereof.
- B. Gautam Homes, LLC (0.017 Acres). See Exhibit "B" attached hereto and made a part hereof.
- C. 7500 East Main, LLC (0.0068 Acres). See Exhibit "C" attached hereto and made a part hereof.
- D. First Service Federal Credit Union (0.184 Acres). See Exhibit "D" attached hereto and made a part hereof.
- E. Patricia B. Palermo, Trustee under a Trust Agreement dated March 12, 1998 (0.012 Acres). See Exhibit "E" attached hereto and made a part hereof.
- F. J. C. Michaels, LLC (0.026 Acres). See Exhibit "F" attached hereto and made a part hereof.

hereof.

- G. Dr. Craig Oyler (0.001 Acres). See Exhibit "G" attached hereto and made a part hereof.
- H. Olde Town East Shopping Center, LLC (0.575 acres). See Exhibit "H" attached hereto and made a part hereof.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and to allow for construction; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that DMAK Properties II, LLC, an Ohio limited liability company (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 202010020150191

Recorder's Office, Franklin County

The granting of these easements does not preclude the use of said easement area by storm sewer, water line, gas, telephone, electric and/or cable television facilities.

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit "A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Derek Maklezw owner
of DMAK Properties II, LLC, , has caused this instrument to be executed and
subscribed this 15th day of May, 2023.

DMAK Properties II LLC, an Ohio limited liability
company



By: Derek Maklezw owner
Name and Title

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 15th day of May, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Derek Madhukar, owner of DMAK Properties II, LLC, who acknowledged the signing thereof to be his free act and deed. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Jessica Rosenthal
Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

0.207 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 7, Section 7, Township 16, Range 20, Refuge Lands, part of Lots 13 and 12 of "Reynoldsburg Town Plat", a subdivision of record in Plat Book 3, Page 159 (destroyed by fire) and all of that street vacated by deed of record in Instrument Number 202010020150191 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a 3/4 inch iron pipe found at the intersection of the northernly right-of-way line of East Main Street (80 feet wide) and the westerly right-of-way line of Beech Alley (16.5 feet wide), being the southeasterly corner of Lot 10 of said "Reynoldsburg Town Plat",

Thence South 88° 37' 35" West, with said northernly right-of-way line, a distance of 166.56 feet to a 5/8 inch iron pipe found at the southerly common corner of said 0.235 acre tract and that tract conveyed to DMAK Properties, LLC by deed of record in Instrument Number 201709180129785, being in the southerly line of said Lot 12, being the TRUE POINT OF BEGINNING;

Thence South 88° 37' 35" West, continuing with said northernly right-of-way line, the southerly lines of said Lots 12 and 13, and the southerly line of said 0.235 acre tract, a distance of 60.62 feet to a southwest corner of said 0.235 acre tract, being the southwest corner of a street vacated by said Ordinance Number 212, (witnessed by a magnetic nail set South 01° 55' 31" East, at a distance of 1.00 foot);

Thence North 01° 55' 31" West, with the westerly line of said 0.235 acre tract and said vacated right-of-way and across said Lot 13 and said 0.235 acre tract, a distance of 148.49 feet to an iron pin set in the northernly line of said 0.235 acre tract and said Lot 13;

Thence North 88° 34' 49" East, with the northernly lines of said 0.235 acre tract and said Lots 13 and 12, a distance of 60.62 feet to a 3/4 inch iron pipe found at the northernly common corner of said 0.235 acre and DMAK Properties, LLC tracts;

Thence South 01° 55' 31" East, with the line common to said 0.235 acre and DMAK Properties, LLC tracts, across said Lot 12, a distance of 148.54 feet to the TRUE POINT OF BEGINNING, containing 0.207 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments KEYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

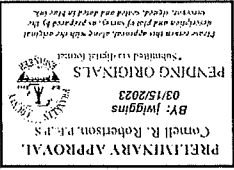
This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in August 2022.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Joshua M. Meyer
Professional Surveyor No. 8485
Date
March 15, 2023



0.207 ac 20220686-VS-BNDY-02.docx
JMM:md



0.029 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 7, Section 7, Township 16, Range 20, Refuge Lands, being part of Lot 13 of "Reynoldsburg Town Plat", a subdivision of record in Plat Book 3, Page 159 (destroyed by fire) and being part of that 0.235 acre tract conveyed to DMLAK Properties II, LLC by deed of record in Instrument Number 202010020150191 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a 3/4 inch iron pipe found at the intersection of the northerly right-of-way line of East Main Street (80 feet wide) and the westerly right-of-way line of Beech Alley (16.5 feet wide), being the southeasterly corner of Lot 10 of said "Reynoldsburg Town Plat";

Thence South 88° 37' 35" West, with said northerly right-of-way line, a distance of 227.18 feet to a southwest corner of said 0.235 acre tract being the southwest corner of a street vacated by Ordinance Number 212 (witnessed by a magnetic nail set South 01° 55' 31" East, at a distance of 1.00 foot);

Thence North 01° 55' 31" West, with the westerly line of said 0.235 acre tract and said vacated right-of-way, a distance of 52.12 feet to a magnetic nail set in the westerly line of said Lot 13 and the easterly right-of-way line as dedicated in Plat Book 3, Page 159 (original destroyed by fire), being the TRUE POINT OF BEGINNING;

Thence North 16° 55' 24" West, with the westerly line of said 0.235 acre tract, the westerly line of said Lot 13, and said easterly right-of-way line, a distance of 100.01 feet to a 3/4 inch iron pipe found at the northwest corner of said 0.235 acre tract and said Lot 13;

Thence North 88° 34' 49" East, with the northerly lines of said 0.235 acre tract and said Lot 13, a distance of 25.88 feet to an iron pin set;

Thence South 01° 55' 31" East, across said 0.235 acre tract and said Lot 13, a distance of 96.38 feet to the TRUE POINT OF BEGINNING, containing 0.029 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

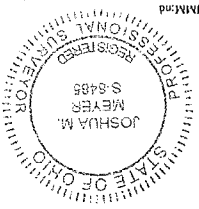
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments KEYNOLDSBURG and HOWELL2, having a bearing of North 56° 30' 34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

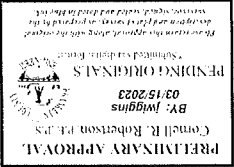
This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in August 2022.

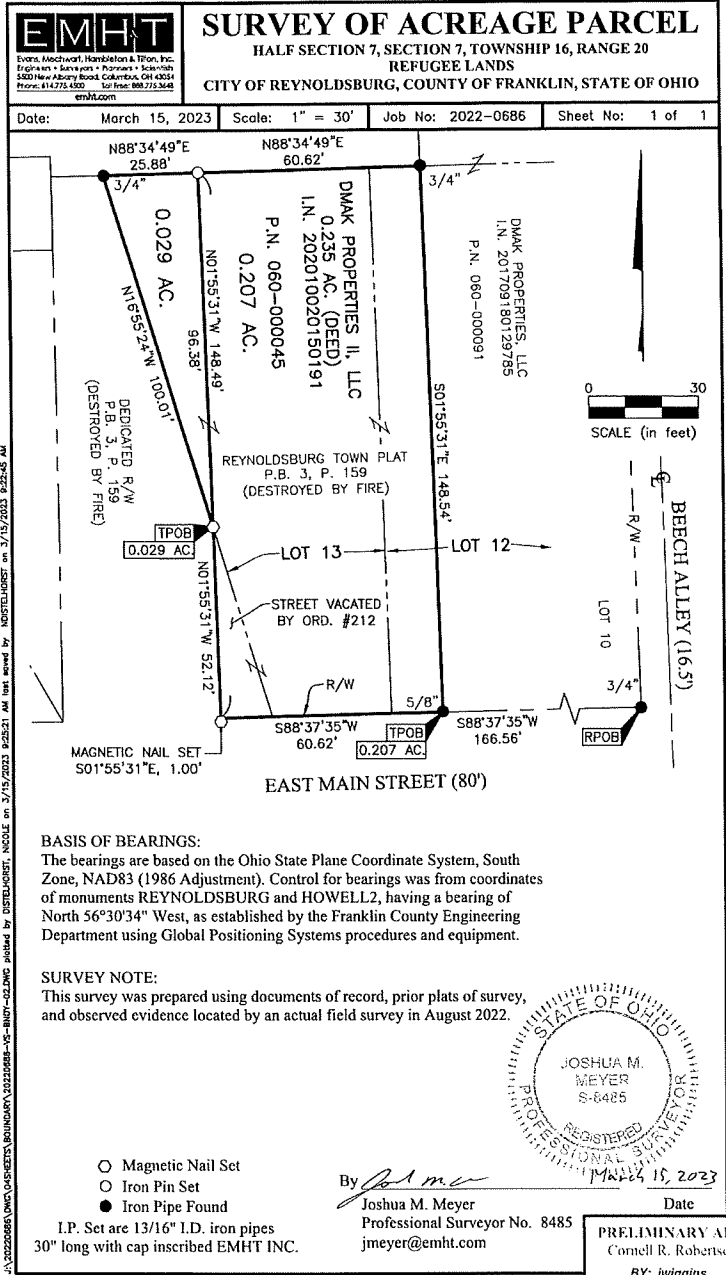
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Joshua M. Meyer
Professional Surveyor No. 8485
Date *March 15, 2023*



JMM:md
0_029 ac 20220686-VS-BNDY-02.docx





GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Gautam Homes, LLC, an Ohio limited liability company (hereinafter referred to as “Grantor”), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg (“Grantee”), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee’s successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit “A” and incorporated herein.

Prior Instrument reference number: 202110080182360
Recorder’s Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit “A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Puran Gautam, owner of Gautam Homes, LLC has caused this instrument to be executed and subscribed this 31st Feb day of Feb, 2023.

Gautam Homes, LLC

By: _____

Title: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 3rd day of February, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Puran Gautam, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the 31st Feb day of Feb, last aforesaid.



Jessica A. Shook
Notary Public

Instrument Prepared by: Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

0.017 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of Lots 61, 62, 63 and 64 of "Plat of the Corporation of Reynoldsburg", of record in Survey Plat Book 3, Page 171 of the records of the Franklin County Engineer's Office, being part of those tracts conveyed as Tract One; Tract Two, First Parcel; and Tract Four to Gautam Homes LLC by deed of record in Instrument Number 202110080182360 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pin found in the southerly right-of-way line of East Main Street (U.S. 40, 80 feet wide), at the common corner of said Lot 64 and Lot 65 of said "Plat of the Corporation of Reynoldsburg", being a common corner of said Tract One and that tract conveyed as Tract Two to Patricia B. Palermo, Trustee Under a Trust Agreement, Dated March 12, 1998 by deed of record in Instrument Number 199804070082314;

Thence South 01° 23' 08" West, with the line common to said Lots 64 and 65 and said Tracts One and Two, a distance of 4.00 feet to an iron pin set;

Thence across said Gautam Homes LLC tracts and across said Lots 64, 63, 62 and 61, the following courses and distances:

South 88° 37' 35" West, a distance of 98.57 feet to an iron pin set;

South 89° 50' 46" West, a distance of 140.95 feet to an iron pin set in the line common to Tract Two, First Parcel and that tract conveyed to Maximilian Madrid and Anna Madrid by deed of record in Instrument Number 202109140163573;

Thence North 01° 02' 05" East, with said common line and across said Lot 61, a distance of 1.00 foot to an iron pin set at a common corner thereof in said southerly right-of-way line;

Thence North 88° 37' 35" East, with said southerly right-of-way line, a distance of 239.63 feet to the POINT OF BEGINNING, containing 0.017 acre, more or less, of which 0.011 acre is located within Auditor Parcel Number 060-000158, 0.005 acre is located within Auditor's Parcel Number 060-000147, and 0.001 acre is located within Auditor Parcel Number 060-000033.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in March 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "Josh M. Meyer".

3-31-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:mmd
0_017 ac 20210561-VS-BNDY-1





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

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 31, 2022

Scale: 1" = 20'

Job No: 2021-0561

Sheet No: 1 of 2

- Iron Pin Set
- Iron Pin Found
- ⦿ Stone Found
- ⬢ P.K. Nail Found
- Monument Found
- ⬡ Magnetic Nail Set
- ⬢ Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



SCALE (in feet)

PRELIMINARY APPROVAL

Cornell R. Robertson, P.E., P.S.

BY: gantonini
04/01/2022

PENDING ORIGINALS

*Submitted via digital format

Please return this approval, along with the original
description and plat of survey, as prepared by the
surveyor, signed, sealed and dated in blue ink.



GAUTAM HOMES LLC
TRACT ONE
I.N. 202110080182360
P.N. 060-000158
(0.011 AC.)

PLAT OF THE CORPORATION
OF REYNOLDSBURG
SURVEY PLAT BOOK 3, PAGE 171

LOT 64

PATRICIA B. PALERMO,
TRUSTEE UNDER A
TRUST AGREEMENT
DATED MARCH 12, 1998
TRACT TWO
I.N. 199804070082314
P.N. 060-000067

AGREEMENT FIXING CERTAIN
PROPERTY LINES
P.B. 40, P. 41

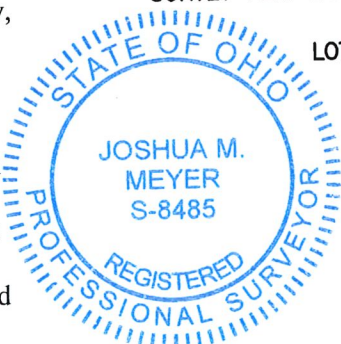
LOT 65

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey,
and observed evidence located by an actual field survey in January 2022.

BASIS OF BEARINGS:

The bearings are based on the Ohio State Plane Coordinate System, South
Zone, NAD83 (1986 Adjustment). Control for bearings was from
coordinates of monuments REYNOLDSBURG and HOWELL2, having a
bearing of North 56°30'34" West, as established by the Franklin County
Engineering Department using Global Positioning Systems procedures and
equipment



By Joshua M. Meyer
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

3-31-2022
Date



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

SURVEY OF ACREAGE PARCEL

SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 31, 2022

Scale: 1" = 20'

Job No: 2021-0561

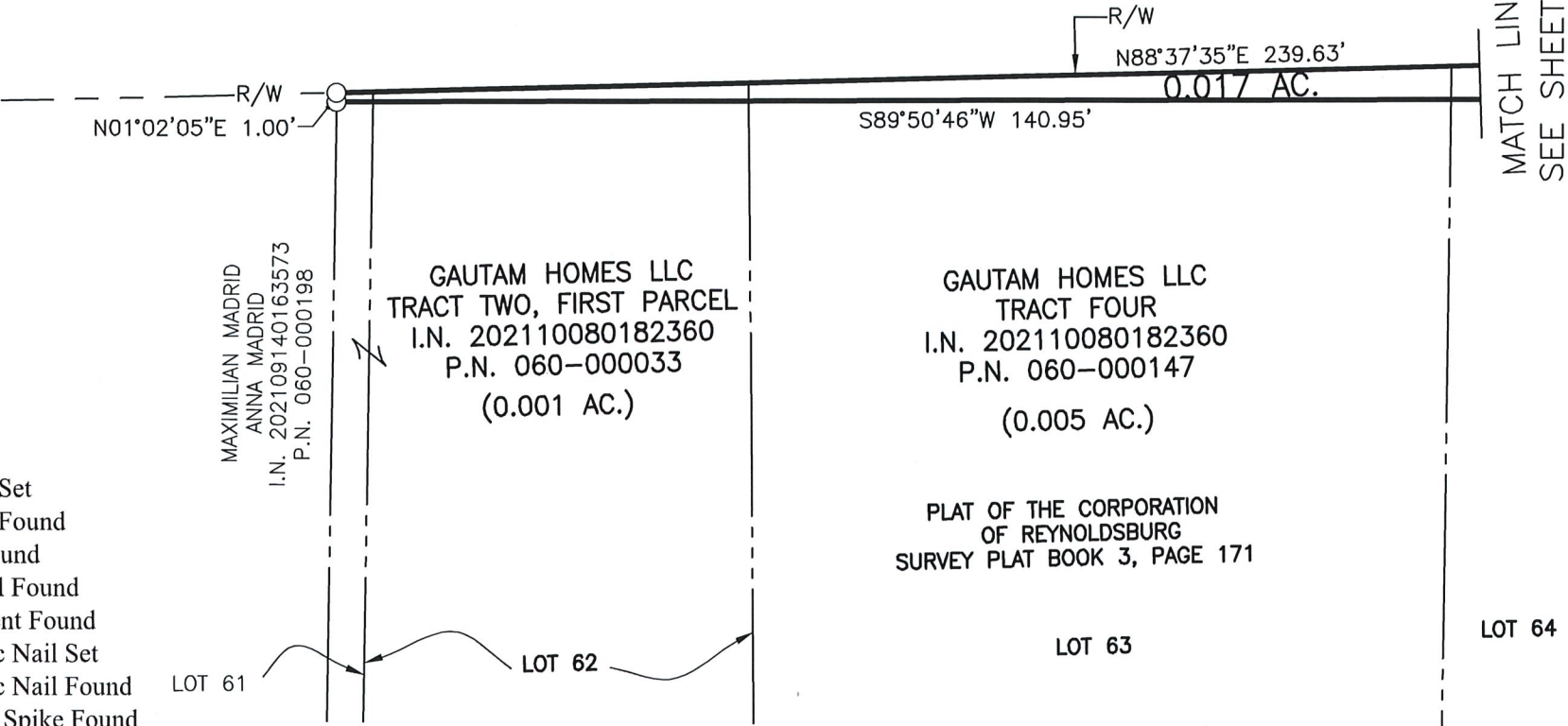
Sheet No: 2 of 2

PRELIMINARY APPROVAL
Cornell R. Robertson, P.E., P.S.
BY: gantonini
04/01/2022
PENDING ORIGINALS
*Submitted via digital format

Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.



EAST MAIN STREET
(U.S. 40, 80')



North arrow pointing up.

Scale bar: 0 to 20 feet.

SCALE (in feet)

- Iron Pin Set
- Iron Pin Found
- ⦿ Stone Found
- ⬢ P.K. Nail Found
- Monument Found
- ⬡ Magnetic Nail Set
- ⬤ Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that 7500 East Main, LLC, an Ohio limited liability company (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 202208030112444
Recorder's Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit "A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, James Hovens,
of 7500 East Main, LLC has caused this instrument to be executed and
subscribed this 23 day of Feb., 2023.

139 Aug 13
7500 East Main, LLC

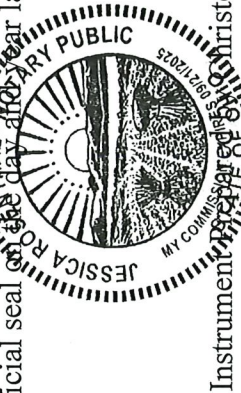
By: JAMES HOVENS

Title: MANAGING MEMBER

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 23 day of Feb,
2023, before me, the subscriber, a Notary Public in and for said county and state,
personally came James Hovens, who acknowledged the
signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal on the day after last aforesaid.



Jess R. Hovens
Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7500 East Main Street, Reynoldsburg, Ohio 43068



0.0068 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of Lot 71 of the Plat of the Corporation of Reynoldsburg of record in Survey Plat Book 3, Page 171 of the records of the Franklin county Engineer's office, being part of that 1.848 acre tract conveyed as Parcel One and part of that 0.0302 acre tract conveyed as Parcel Three to Todd K. Young, Trustee by deed of record in Instrument Numbers 201708240117491 and 202010150159991 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline intersection of Waggoner Road and East Main Street (U.S 40, 80 feet wide);

Thence South 88° 37' 35" West, with the centerline of said East Main Street, a distance of 745.14 to a magnetic nail set in a common corner of said 0.0302 acre tract and of that 2.946 acre tract conveyed as Tract Three to Olde Town East Shopping Center, LLC by deed of record in Instrument Number 201907010079040, the TRUE POINT OF BEGINNING;

Thence South 88° 37' 35" West, continuing with said centerline, a distance of 6.00 feet to a magnetic nail set at the southwesterly corner of said 0.0302 acre tract;

Thence North 01° 37' 09" West, across said Main Street, with the westerly line of said 0.0302 acre tract, a distance of 40.00 feet to an iron pin set in the northerly right-of-way line of said East Main Street at the southeasterly corner of said Lot 71, the southeasterly corner of said 1.848 acre tract;

Thence South 88° 37' 35" West, with said northerly right-of-way line, a distance of 66.26 feet to an iron pin set;

Thence North 87° 21' 11" East, across said Lot 71 and across said 1.848 and 0.0302 acre tracts, a distance of 72.27 feet to an iron pin set on the line common to said 0.0302 and 2.946 acre tracts;

Thence South 01° 37' 09" East, with said common line (passing a 3/4 inch iron pipe found at a distance of 1.59 feet) a total distance of 41.59 feet to the TRUE POINT OF BEGINNING, containing 0.0068 acre, more or less of which 0.0011 acre is located within Auditor's Parcel Number 060-000283 and 0.0057 acre is located within Auditor's Parcel Number 060-000946 (of which 0.0055 acre is located within the present roadway occupied).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in March 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer 3-25-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date



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

emht.com

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 25, 2022

Scale: 1" = 20'

Job No: 2021-0561

Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in January 2022.

PRELIMINARY APPROVAL

Cornell R. Robertson, P.E., P.S.

BY: gantonini
03/28/2022

PENDING ORIGINALS

*Submitted via digital format

Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.



- Iron Pin Set
- Iron Pin Found
- ⦿ Stone Found
- ⬢ P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



SCALE (in feet)

By
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

3-25-2022

Date



TODD K. YOUNG, TRUSTEE
PARCEL ONE

1.848 AC. (DEED)

I.N. 201708240117491

I.N. 202010150159991

P.N. 060-000283

(0.0011 AC.)

PLAT OF THE CORPORATION
OF REYNOLDSBURG
SURVEY PLAT BOOK 3, PAGE 171

LOT 71

N87°22'11"E 72.27'

S88°37'35"W 66.26'

PARCEL THREE

0.0302 AC. (DEED)

P.N. 060-000946

(0.0057 AC.)

OLDE TOWN EAST
SHOPPING CENTER, LLC
TRACT THREE

2.946 AC. (DEED)

I.N. 201907010079040

P.N. 060-001256

1.59'

3/4" IRON PIPE

0.0068 AC.(GROSS)

-0.0055 AC.(PRO)

0.0013 AC.(NET)

N01°37'09"W 40.00'

TPOB

S01°37'09"E 41.59'

S88°37'35"W 745.14'

S88°37'35"W 6.00'

EAST MAIN STREET
(U.S. 40, 80')

WAGGONER
ROAD

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that First Service Federal Credit Union an Ohio Corporation (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 200009210192080
Recorder's Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit "A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, John Harper,
_____ of First Service Federal Credit Union has caused this instrument to be
executed and subscribed this 27 day of Feb., 2023.

First Service Federal Credit Union

By: _____

Title: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 27 day of February,
2023, before me, the subscriber, a Notary Public in and for said county and state,
personally came Jack Harper, who acknowledged the
signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal on the day and year first aforesaid.



Notary Public

Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

0.184 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of that 0.830 acre tract conveyed to First Service Federal Credit Union by deed of record in Instrument Number 200009210192080 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a magnetic nail set in the centerline intersection of Waggoner Road (width varies) and East Main Street (U.S 40, 80 feet wide), at the southeasterly corner of said 0.830 acre tract;

Thence South 88° 37' 35" West, along the centerline of said East Main Street, a distance of 161.85 feet to a magnetic nail set at a common corner of said 0.830 acre tract and that 1.807 acre tract conveyed as Tract One to Olde Town East Shopping Center, LLC by deed of record in Instrument Number 201907010079040;

Thence North 01° 27' 38" West, with the line common to said 0.830 acre tract and said 1.807 acre tract (passing a 3/4 inch iron pipe found at a distance of 40.95 feet), a total distance of 46.00 feet to an iron pin set;

Thence North 88° 37' 35" East, across said 0.830 acre tract, crossing the highway easement to the County of Franklin of record in Deed Book 1808, Page 138, a distance of 186.92 feet to a magnetic nail set in the centerline of said Waggoner Road;

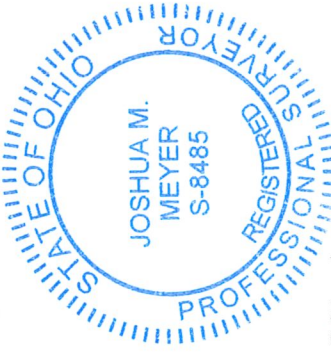
Thence South 27° 08' 48" West, along said centerline, through a portion of said highway easement, a distance of 52.35 feet to the POINT OF BEGINNING containing 0.184 acre, more or less, of which 0.165 acre is located within the present roadway occupied;

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in January 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "Josh M. Meyer".

3-29-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:nmd
0_184 ac 20210561-VS-BNDY-10





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

emht.com

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

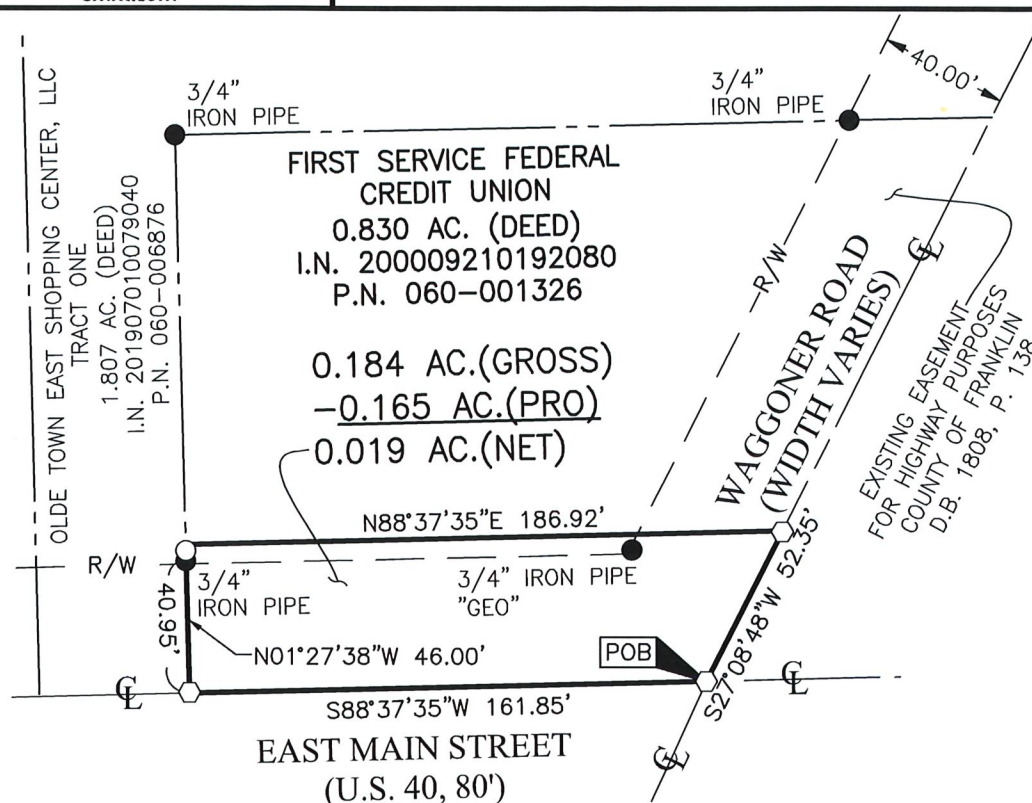
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 29, 2022

Scale: 1" = 60'

Job No: 2021-0561

Sheet No: 1 of 1



BASIS OF BEARINGS:

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in January 2022.

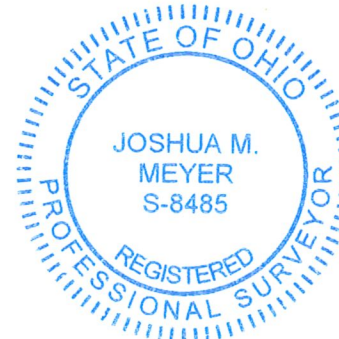
PRELIMINARY APPROVAL
Cornell R. Robertson, P.E., P.S.

BY: gantonini
04/01/2022

PENDING ORIGINALS

*Submitted via digital format

Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.



By *Joshua M. Meyer*
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

3-29-2022
Date



- Iron Pin Set
 - Iron Pin Found
 - Stone Found
 - ▲ P.K. Nail Found
 - Monument Found
 - Magnetic Nail Set
 - Magnetic Nail Found
 - ▲ Railroad Spike Found
- I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Patricia B. Palermo, Trustee under a Trust Agreement dated March 12, 1998, as amended (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 199804070082314

Recorder's Office, Franklin County

**THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS
INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF
WAY**

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Patricia B. Palermo,
of Patricia B. Palermo, Trustee, has caused this instrument to be executed
and subscribed this 10 day of February 2023.

Patricia B. Palermo
Patricia B. Palermo, Trustee under
Trust Agreement dated March 12,
1998, as amended

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 10th day of February,
2023, before me, the subscriber, a Notary Public in and for said county and state,
personally came Patricia B. Palermo, who acknowledged the signing thereof to be his/her
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal on the day and year last aforesaid.



Jessica Reynoldsburg
Notary Public

Instrument prepared by Christopher M. Shook, Reynoldsburg City Attorney
1732 East Main Street, Reynoldsburg, Ohio 43068

0.012 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of Lots 65 and 66 of "Plat of the Corporation of Reynoldsburg", of record in Survey Plat Book 3, Page 171 of the records of the Franklin County Engineers Office (reference Agreement Fixing Certain Property Lines of record in Plat Book 40, Page 41), and being part of those tracts conveyed as Tracts One and Two to Patricia B. Palermo, Trustee Under a Trust Agreement, Dated March 12, 1998, by deed of record in Instrument Number 199804070082314 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe found in the southerly right-of-way line of East Main Street (U.S. 40, 80 feet wide), at the northerly common corner of said Lot 65 and Lot 64 of said "Plat of the Corporation of Reynoldsburg" and being a common corner of said Palermo Tract Two and that tract conveyed as Tract One to Gautam Homes LLC by deed of record in Instrument Number 202110080182360;

Thence North 88° 37' 35" East, with said southerly right-of-way line a distance of 128.22 feet to a common corner of said Palermo Tract One and that 0.369 acre tract conveyed to Dr. Craig Oyler by deed of record in Instrument Number 200005080089742;

Thence South 04° 06' 29" West, with line common to said Palermo Tract One and 0.369 acre tract, across said Lot 66, a distance of 4.02 feet to an iron pin set;

Thence South 88° 37' 35" West, across said Palermo Tracts One and Two, and across said Lots 66 and 65, a distance of 128.03 feet to an iron pin set in the line common to said Lots 65 and 64 and the line common to said Palermo Tract Two and Gautam Tract One;

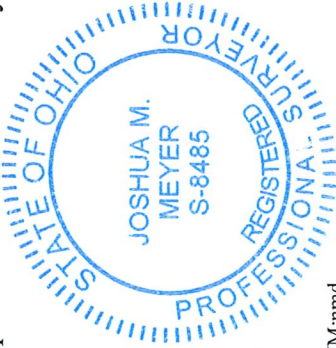
Thence North 01° 23' 08" East, along said common line, a distance of 4.00 feet to the POINT OF BEGINNING, containing 0.012 acre, more or less of which 0.007 acre is located within Auditor Parcel Number 060-000067 and 0.005 acre is located within Auditor Parcel Number 060-006547.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in January 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

3-31-2022

Date

JMM:mmmd
0_012 ac 20210561-VS-BNDY-2



emht.com

Date:	March 31, 2022
Scale:	1" = 30'
Job No:	2021-0561
Sheet No:	1 of 2

The bearings are based on the Ohio State Plane Coordinate System, NAD83 (1986 Adjustment). Control for bearings was from monuments REYNOLDSBURG and HOWELL², having a bearing of 56°30'34" West, as established by the Franklin County Engineering Global Positioning Systems procedures and equipment.

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey January 2022.

PRELIMINARY APPROVAL
Comell R. Robertson, P.E., P.S.
BY: gantonini
04/01/2022

PENDING ORIGINALS

*Submitted via digital format

Please return this approval, along with the original description and plot of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.

jimmye@emh.com

Department — R/W — NO1.23'08"E 4.00'

- Iron Pin Set
- Iron Pin Found
- ◉ Stone Found
- ◐ P.K. Nail Found
- Monument Found
- ◑ Magnetic Nail Set
- ◒ Magnetic Nail Found
- ▼ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

SCALE (in feet)

0 30

$$\frac{\text{HALF SECTION 8, SECTION 7}}{\text{HALF SECTION 29, SECTION 18}}$$

PLAT OF THE CORPORATION
OF REYNOLDSBURG
SURVEY PLAT BOOK 3, PAGE 171

(0.007 AC.)
AGREEMENT FIXING
CERTAIN PROPERTY LINES
P.B. 40, P. 41

RICIA B. PALERMO, TRUSTEE
 UNDER A TRUST AGREEMENT
 DATED MARCH 12, 1998
 TRACT TWO
 I.N. 199804070082314
 P.N. 060-000067

PATRICIA B. PALERMO, TRUSTEE
UNDER A TRUST AGREEMENT
DATED MARCH 12, 1998

0.310 AC. (DEED)
I.N. 199804070082314
P.N. 060-006547

(0.005 AC.)

DR. CRAIG OYLER
0.369 AC. (DEED)
I.N. 200005080089742
P.N. 060-000205

AUDREY L. ILES
(TRANSFER ON DEATH
TO DONALD T. ILES)
PARCEL THREE
I.N. 200605150092442
P.N. 060-000189

8" REBAR
(NORTHERLY)
—R/W—
S04.06,29"W 4.02'

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that J. C. Michaels, LLC, an Ohio limited liability company (hereinafter referred to as “Grantor”), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg (“Grantee”), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee’s successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 201109300124055
Recorder's Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit “A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Michael Smith,
of J. C. Michaels, LLC has caused this instrument to be executed and
subscribed this 2 day of May, 2023.


J. C. Michaels, LLC

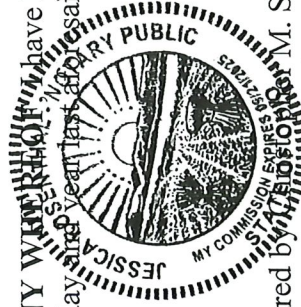
By: Michael J Smith

Title: Clwyd

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 2 day of May, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Michael Smith, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



James Douthett
Notary Public

Instrument Prepared by **Christopher M. Shook**, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

0.026 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being originally part of Lots 69 and 70 of "Plat of the Corporation of Reynoldsburg", of record in Survey Plat Book 3, Page 171 of the records of the Franklin County Engineer's Office and part of "Survey Fixing Line Between Lots 69 and 70" of record in Plat Book 17, Page 339, as conveyed to J.C. Michaels LLC by deed of record in Instrument Number 201109300124055 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of East Main Street (U.S. 40, 80 feet wide), at a common corner of said Lot 69 and Lot 68 of said "Plat of the Corporation of Reynoldsburg", the common corner of said J.C. Michaels LLC tract and that tract conveyed as Parcel Two to William L. Willis, Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis, Sr. and Marilyn McConnell Willis Trust Dated August 10, 2012, by deed of record in Instrument Number 201208170120222, (reference a 3/4 solid iron pin found 0.59 feet southerly);

Thence North 88° 37' 35" East, with said southerly right-of-way line, a distance of 193.20 feet to an iron pin set at the northeasterly corner of said Lot 70, the northeasterly corner of said J.C Michaels LLC tract;

Thence South 24° 54' 46" West, with the easterly line of said Lot 70 and said J.C Michaels LLC tract and across Graham Road (Road Record 6, Page 108, 60 feet wide), a distance of 6.69 feet to an iron pin set;

Thence South 88° 37' 35" West, across said Graham Road, across said Lots 70 and 69 and across said J.C. Michaels LLC tract, a distance of 190.59 feet to an iron pin set in the line common to said Lots 69 and 68 and the line common to said J.C Michaels LLC tract and said Parcel Two;

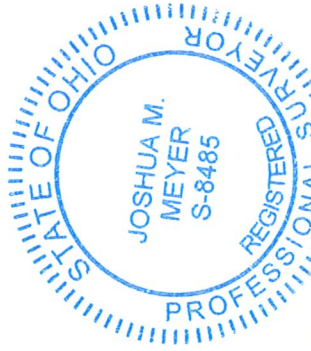
Thence North 02° 01' 36" East, with said common line, a distance of 6.01 feet to the POINT OF BEGINNING, containing 0.026 acre, more or less, of which 0.009 acre is located within Auditor Parcel Number 060-000047 and 0.017 acre is located within Auditor Parcel Number 060-000282, of said 0.026 acre tract, 0.001 acre is located within the present roadway occupied of said Graham Road.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in January 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer

3-31-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:nmd
0_026 ac 20210561-VS-BNDY-6



Date:	March 31, 2022
Scale:	1" = 40'
Job No:	2021-0561
Sheet No:	1 of 1

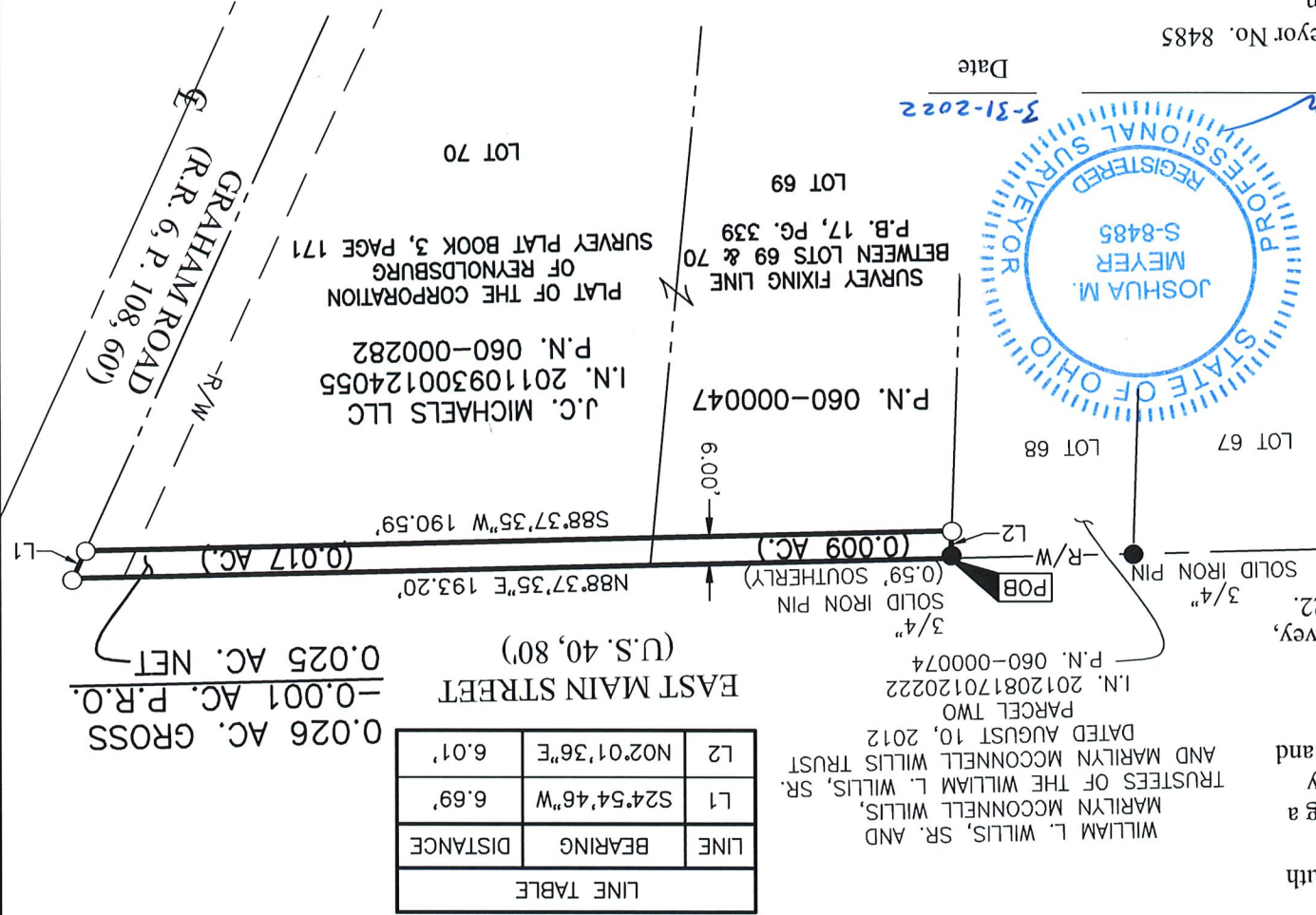
PRELIMINARY APPROVAL
Cornell R. Robertson, P.E., P.S.
BY: *gantonini* 04/01/2022
PENDING ORIGINALS
*Submitted via digital format
Please return this approval, along with the original description and plat of survey, as prepared by the surveyor, signed, sealed and dated in blue ink.

- SCALE (in feet)

By Joshua M. Meyer
3-31-2022
 Date

STATE OF OHIO
 REGISTERED PROFESSIONAL SURVEYOR
 JOSHUA M. MEYER
 S-8485

P.N. _____
 SU _____
 BETWEEN _____



GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Dr. Craig Oyler (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 2000050080089742

Recorder's Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF WAY

See Legal Description attached hereto as Exhibit "A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Dr. Craig Oyler has caused this instrument to be executed and subscribed this 18 day of May, 2023.


Dr. Craig Oyler

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 18 day of May, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Craig Dyfer, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



James Leach
Notary Public

Instrument Prepared by **Chris O'Neil**, M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

0.001 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of Lot 66 of the Plat of the Corporation of Reynoldsburg of record in Survey Plat Book 3, Page 171 of the records of the Franklin County Engineer's office, and being part of that 0.369 acre tract conveyed to Dr. Craig Oyler by deed of record in Instrument Number 200005080089742 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of East Main Street (U.S. 40, 80 feet wide), the common corner of said Lot 66 and Lot 67 of said Plat of the Corporation of Reynoldsburg, being a common corner of said 0.369 acre tract and that tract conveyed as Parcel Three to Audrey L. Iles (Transfer on Death to Donald T. Iles) by deed of record in Instrument Number 200605150092442;

Thence South 02° 02' 17" West, with the line common to said Lots 66 and 67 and said 0.369 acre tract and said Parcel Three, a distance of 4.01 feet to an iron pin set;

Thence South 88° 37' 35" West, across said 0.369 acre tract and across said Lot 66, a distance of 13.24 feet to an iron pin set in the line common to said 0.369 and that 0.310 acre tract conveyed as Tract One to Patricia B. Palermo, Trustee Under a Trust Agreement Dated March 12, 1998 by deed of record in Instrument Number 199804070082314;

Thence North 04° 06' 29" East, along the line common to said 0.369 and 0.310 acre tracts and across said Lot 66, a distance of 4.02 feet to an iron pin set (reference a 5/8 inch rebar found 0.81 feet northerly);

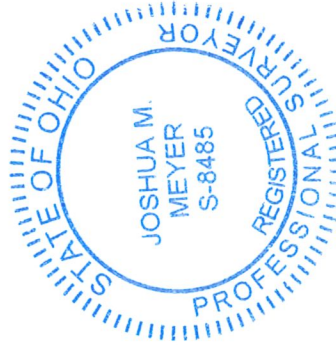
Thence North 88° 37' 35" East, with said southerly right-of-way line, a distance of 13.09 feet to the POINT OF BEGINNING, containing 0.001 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in January 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

 3-29-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:nmd
0_001 ac 20210561-VS-BNDY-3





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

emht.com

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 29, 2022

Scale: 1" = 10'

Job No: 2021-0561

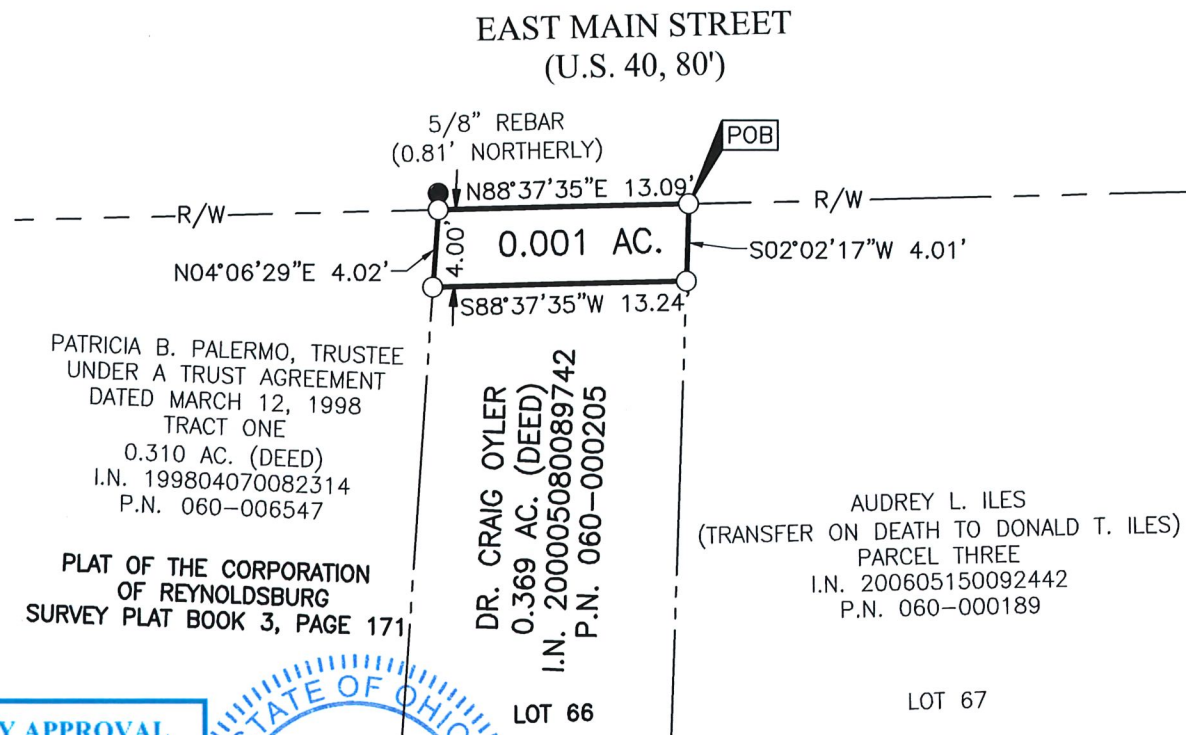
Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in January 2022.



- Iron Pin Set
- Iron Pin Found
- ⦿ Stone Found
- ◆ P.K. Nail Found
- Monument Found
- ◊ Magnetic Nail Set
- ⬢ Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

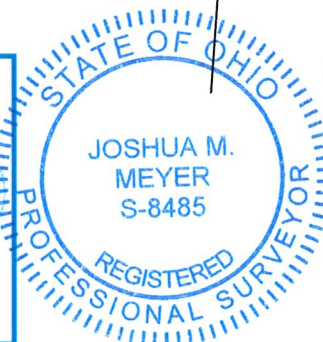


PATRICIA B. PALERMO, TRUSTEE
UNDER A TRUST AGREEMENT
DATED MARCH 12, 1998
TRACT ONE
0.310 AC. (DEED)
I.N. 199804070082314
P.N. 060-006547

PLAT OF THE CORPORATION
OF REYNOLDSBURG
SURVEY PLAT BOOK 3, PAGE 171

DR. CRAIG OYLER
0.369 AC. (DEED)
I.N. 200005080089742
P.N. 060-000205

AUDREY L. ILES
(TRANSFER ON DEATH TO DONALD T. ILES)
PARCEL THREE
I.N. 200605150092442
P.N. 060-000189



By Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

Date 3-29-2022

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Olde Town East Shopping Center, LLC, an Ohio limited liability company (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 201907010079040
Recorder's Office, Franklin County

**THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS
INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF
WAY**

See Legal Description attached hereto as Exhibit "A and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, Kevin James,
_____ of Olde Town East Shopping Center, LLC has caused this instrument to be
executed and subscribed this 15 day of Sept., 2023.


Olde Town East Shopping Center, LLC

By: Kevin James

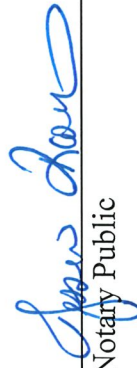
Title: Managing Member

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 15 day of September,
2023, before me, the subscriber, a Notary Public in and for said county and state,
personally came Kevin James, who acknowledged the
signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal on the day and year last aforesaid.




Notary Public

Instrument prepared by Christopher M. Shook, Reynoldsburg City Attorney
175 E. Fifth Street, Reynoldsburg, Ohio 43068

0.575 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of that 1.807, 1.399 and 2.946 acre tracts conveyed as Tracts One, Two, and Three respectively, to Olde Town East Shopping Center, LLC by deed of record in Instrument Number 201907010079040 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline intersection of Waggoner Road (width varies) and East Main Street (U.S 40, 80 feet wide), at the southeasterly corner of that 0.830 acre tract conveyed to First Service Federal Credit Union by deed of record in Instrument Number 200009210192080;

Thence South 88° 37' 35" West, with the centerline of said East Main Street, a distance of 161.85 feet to a magnetic nail set in the common corner of said 0.830 acre tract and said 1.807 acre tract, the TRUE POINT OF BEGINNING;

Thence South 88° 37' 35" West, continuing with said centerline, a distance of 583.28 feet to a magnetic nail set at a common corner of said 2.946 acre tract and that 0.0302 acre tract conveyed as Parcel Three to Todd K. Young, Trustee by deed of record in Instrument Numbers 201708240117491 and 202010150159991;

Thence North 01° 37' 09" West, with the line common to said 2.946 and 0.0302 acre tracts, (passing a 3/4 inch iron pipe found at a distance of 40.00 feet) a total distance of 41.59 feet to an iron pin set;

Thence North 87° 22' 11" East, across said 2.946 acre tract, a distance of 110.11 feet to an iron pin set;

Thence North 88° 37' 35" East, continuing across said 2.946 acre tract, a distance of 167.03 feet to an iron pin set with the line common to said 2.946 acre tract and that 1.551 acre tract conveyed as Tract 1 to Exchangeright Net Leased Portfolio 21 DST by deed of record in Instrument Number 201804130048906;

Thence South 01° 27' 38" East, with the line common to said 2.946 acre tract and 1.551 acre tract, a distance of 4.00 feet to the southwesterly corner of said 1.551 acre tract in the northerly right-of-way line of said East Main Street (reference a 3/4 inch iron pipe found 0.43 feet northerly);

Thence North 88° 37' 35" East, with said northerly right-of-way line and with the line common to said 1.399 and 1.551 acre tracts, a distance of 124.67 feet to a common corner of said 1.399 and 1.551 acre tracts (reference a 5/8 inch iron pipe capped "KREJCI PS#8625" found 0.58 feet northerly);

Thence North 00° 29' 52" West, continuing with the line common to said 1.399 and 1.551 acre tracts, a distance of 4.00 feet to an iron pin set;

Thence North 88° 37' 35" East, across said 1.399 acre tract, a distance of 181.54 feet to an iron pin set in the line common to said 1.807 and 0.830 acre tracts;

Thence South 01° 27' 38" East, with said common line (passing a 3/4 inch iron pipe at a distance of 3.05 feet), a total distance of 44.00 feet to the TRUE POINT OF BEGINNING, containing 0.575 acre, more or less of which 0.277 acre is within Auditor's Parcel Number 060-001256 (of which 0.255 acre is within the present right-of-way) and 0.298 acre is within Auditor's Parcel Number 060-006876 (of which 0.281 acre is within the present right-of-way).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

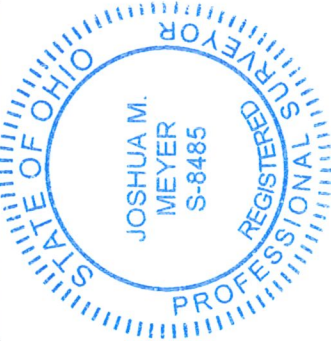
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

0.575 ACRE

-2-

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in January 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer

3-25-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:nmd
0_575 ac 20210561-VS-BNDY-8





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Engineers • Surveyors • Planners • Scientists
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Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 25, 2022

Scale: 1" = 60'

Job No: 2021-0561

Sheet No: 1 of 2

SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°37'09"W	41.59'
L2	S01°27'38"E	4.00'
L3	N00°29'52"W	4.00'
L4	S01°27'38"E	44.00'

EXCHANGERIGHT NET LEASED
PORTFOLIO 21 DST
TRACT I

1.551 AC. (DEED)
I.N. 201804130048906
P.N. 060-009294

N88°37'35"E 124.67'

3/4" IRON PIPE
(0.43' NORTHERLY)

EAST MAIN STREET
(U.S. 40, 80')

OLDE TOWN EAST
SHOPPING CENTER, LLC
TRACT TWO

1.399 AC. (DEED)
I.N. 201907010079040
P.N. 060-006876

5/8" IRON PIPE
"KREJCI PS#8625"
(0.58' NORTHERLY)

N88°37'35"E 181.54'

(0.298 AC.)

S88°37'35"W 583.28'

0.575 AC.(GROSS)

-0.255 AC.(PRO) P.N. 060-001256

-0.281 AC.(PRO) P.N. 060-006876

0.039 AC.(NET)

OLDE TOWN EAST SHOPPING CENTER, LLC
TRACT ONE

1.807 AC. (DEED)
I.N. 201907010079040
P.N. 060-006876

3/4" IRON PIPE

FIRST SERVICE FEDERAL CREDIT UNION
0.830 AC. (DEED)
I.N. 200009210192080
P.N. 060-001326

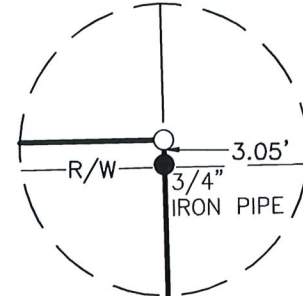
3/4" IRON PIPE

SEE
DETAIL "B"

S88°37'35"W 161.85'

RPOB

TPOB



DETAIL "B"
NOT TO SCALE

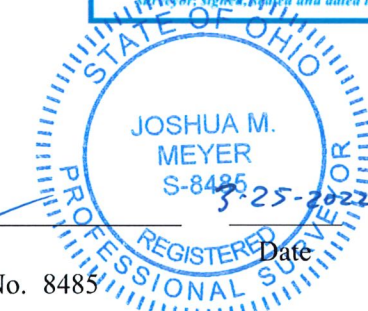
PRELIMINARY APPROVAL
Cornell R. Robertson, P.E., P.S.

BY: gantonini
03/28/2022

PENDING ORIGINALS

*Submitted via digital format

Please return this approval, along with the original
description and plat of survey, as prepared by the
surveyor, signed, sealed and dated in blue ink.



By Joshua M. Meyer
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

Date

0 60

SCALE (in feet)

J:\20210561\DWG\04SHEETS\BOUNDARY\20210561-VS-BNDY-8.DWG plotted by DISTELHORST, NICOLE on 3/25/2022 1:34:32 PM last saved by NDISTELHORST on 3/25/2022 1:34:20 PM



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

emht.com

SURVEY OF ACREAGE PARCEL

HALF SECTION 8, SECTION 7, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 25, 2022

Scale: 1" = 60'

Job No: 2021-0561

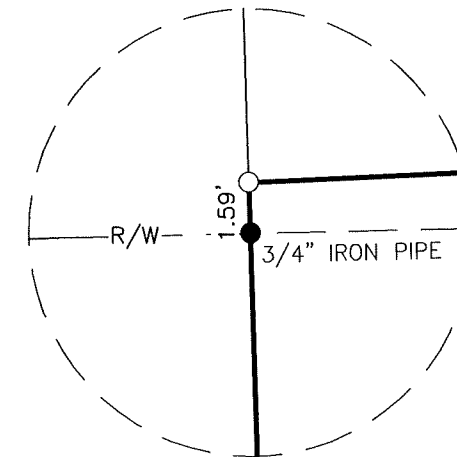
Sheet No: 2 of 2

BASIS OF BEARINGS:

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment

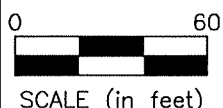
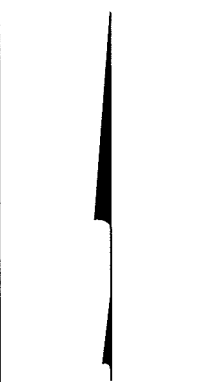
SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in January 2022.



DETAIL "A"
NOT TO SCALE

SEE SHEET 1

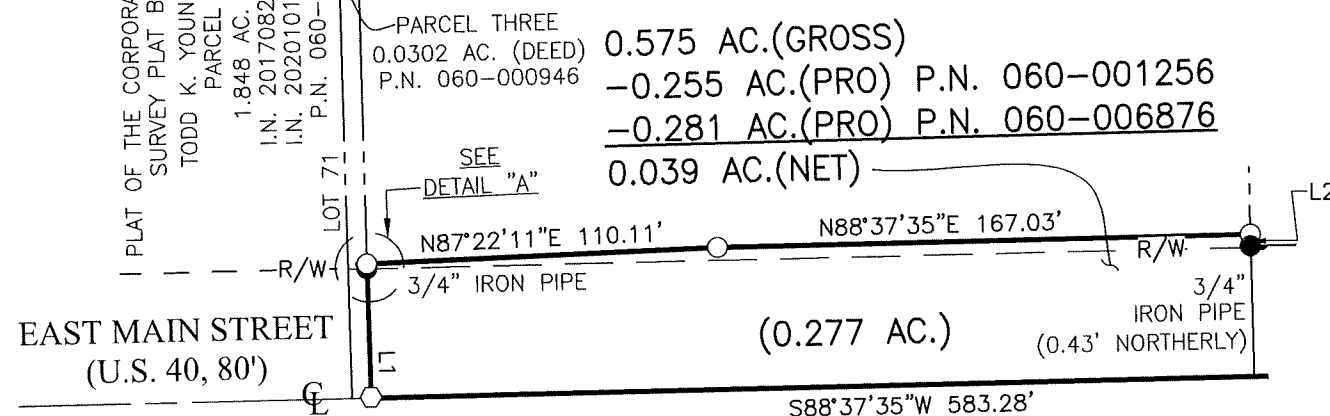


- Iron Pin Set
- Iron Pin Found
- ⦿ Stone Found
- ◆ P.K. Nail Found
- Monument Found
- ⬡ Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

PLAT OF THE CORPORATION OF REYNOLDSBURG
SURVEY PLAT BOOK 3, PAGE 171
TODD K. YOUNG, TRUSTEE
PARCEL ONE
1.848 AC. (DEED)
I.N. 201708240117491
I.N. 202010150159991
P.N. 060-000283

OLDE TOWN EAST
SHOPPING CENTER, LLC
TRACT THREE
2.946 AC. (DEED)
I.N. 201907010079040
P.N. 060-001256



CITY OF REYNOLDSBURG
TEMPORARY RIGHT OF ENTRY AGREEMENT

The Owner, Olde Town East Shopping Center, LLC, (hereinafter referred to as the "Grantor") hereby grants to the **City of Reynoldsburg, Ohio**, its respective employees, agents and contractors (hereinafter collectively "Reynoldsburg"), the irrevocable right to enter upon property owned by Grantor located at 7510-7536 East Main Street ("Property"), beginning on the 1st day of April, 2023 and terminating on the 1st day of November, 2023, for the purposes of providing attention to the City's roadway reconstruction project located on or around the Property.

1. Reynoldsburg's Representations, Warranties and Obligations

Reynoldsburg agrees that all construction work performed in furtherance of the Project shall be performed at Reynoldsburg's sole cost and expense, and agrees to limit the construction to the area set forth in the attached Exhibit.

Reynoldsburg agrees, following completion of construction of the Project, to return the area on the Property wherein work was physically performed to as nearly the condition which existed prior to Reynoldsburg's entry onto the property.

Reynoldsburg hereby represents that it has comprehensive public liability insurance, property damage insurance and workers compensation insurance in full force and effect with a reputable insurance carrier, registered to do business in the State of Ohio.

2. Grantor's Representations, Warranties and Obligations

Grantor hereby warrants that it is the true and lawful owner of the Property and is lawfully seized of the same in fee simple, and has full and complete authority to grant the right for Reynoldsburg to enter Grantor's property.

Grantor agrees that it shall not charge Reynoldsburg interest, rent or seek any other form of compensation from Reynoldsburg based upon this Agreement, as Reynoldsburg is performing a service that will enhance the Property and the surrounding area.

Grantor agrees that for safety purposes, Grantor nor any of Grantor's officers, employees or agents shall walk around the construction area unattended.

IN WITNESS WHEREOF, Grantor and Reynoldsburg have executed this Temporary Right of Entry Agreement on this 15 day of Sept. 2023.

Grantor: Olde Town East Shopping Center LLC City of Reynoldsburg, Ohio

By: [Signature] Kevin James By: [Signature]

Its: _____ Its: Mayor

Date: 9/15/2023 Date: 9/18/2023

February 2, 2023

Olde Town East Shopping Center, LLC
199 S. High Street Suite 100
Columbus, OH 43215

Dear Olde Town East Shopping Center LLC,

On behalf of the City of Reynoldsburg, Ohio, and Mayor Joe Begeny, I am pleased to inform you that East Main Street will be undergoing roadway, sidewalk, and drainage improvements near your property at 7510-7536 East Main Street. The purpose of the project is to remove and replace the roadway and sidewalk through the corridor creating a safer and more functional space for both vehicles and pedestrians.

The majority of the work will be performed within the City's Right of Way, but because the Right of Way in the corridor is narrow, nearly all of the lots in the corridor need to have some minor streetscape work occur within them. In your case, the walk must be expanded approximately 0.5-2ft inside of your property boundary to provide appropriate clearances for the project. Some of this work may include additional grading within your property boundary to eliminate any drainage or safety issues. The City's Contractor will perform the work and restore your property to its original condition, or as nearly as is possible.

Since the contractor may require access through your property, the City requests that you complete, sign and return the attached Work Agreement to:

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

The City will have an on-site inspector throughout the duration of this project and the contractor will make every effort to minimize the inconvenience to our residents. If you have any questions or would like to request additional information regarding this project, please feel free to contact me directly at 614-322-6800. We thank you for your cooperation.

Sincerely,

William Dorman
Director of Public Service

Attachment: Right of Entry
Exhibit



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance for the Mayor to Enter into a Contract for the City Liability Insurance with Willis Towers Watson for the Period of October 14, 2023 through October 13, 2024, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This ordinance is for the annual renewal of the City's liability insurance. The insurance went up 17.87% so funds need to be appropriated and passed by a single read emergency to meet the policy renewal date.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY LIABILITY INSURANCE FOR A PERIOD FROM OCTOBER 14, 2023 TO OCTOBER 13, 2024, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract for the City property, liability, automobile and terror insurance coverage for a one-year period beginning October 14, 2023 through October 13, 2024 with Willis of Ohio, Inc. and its related companies in the amount not to exceed \$400,252.00.

SECTION 2. That \$100,000 be unappropriated from the General Fund (110) and appropriated to account number 110.595.5351 Liability Insurance Deductible.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for

said insurance is hereby suspended.

SECTION 3. That this contract was included in the 2023 Budget.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature of the Mayor.

Insurance Proposal Prepared For

City of Reynoldsburg

Policy Term: 10/14/2023 to 10/14/2024

Presented On: 9/18/2023



Willis Towers Watson Midwest, Inc. (Columbus)

Marketing Summary
Premium Comparison
Coverage Details & Comparison
Important Notices
Directions for Binding
Brokerage Terms, Conditions & Disclosures

Marketing Summary

If you would like a copy of any other quote(s) received, please let us know and we will provide it to you.

These quotes expire on, after which insurers may withdraw or vary them.

Line(s) of Business	Carrier	Response
Package, Excess	Zurich via MGU	Quoted
Package, Excess	Liberty Mutual, Travelers, HCC	All unable to quote competitively in pricing, structure and will not provide excess flood over FEMA, per MGU



City of Reynoldsburg

Premium Comparison

Coverage	Expiring	Comm	Option 1	Comm	Change
Total Package and Excess Premium	\$331,090.00	12.00%	\$390,266.00	12.00%	17.87%
Total Program Premiums	\$331,090.00		\$390,266.00		17.87%

Premium Finance Indication

Amount Financed	APR Range	Intent to Finance
\$250,000-\$500,000	9.59-11.09%	☐ Yes ☐ No

The above rate indication is based on 25% down payment and subject to underwriting review by the finance companies. Additional factors may increase or decrease the final premium finance rate. Factors may include but are not limited to total amount financed, credit worthiness, payment history, nature of operations and placements with minimum earned requirements.

Package and Excess

		Effective Date	10/14/22	10/14/23
		Expiration Date	10/14/23	10/14/24
		Quote Expiration Date		10/14/23
Coverage		Expiring	Option 1	
			Option 1	
General Carrier Information				
	Parent Company	Zurich Group	Zurich Group	
	Underwriting Company	Zurich American Insurance Company; American Guarantee & Liability Insurance Company	Zurich American Insurance Company; American Guarantee & Liability Insurance Company	
	AM Best Rating & Date	A+ g XV & oct 21, 2022	A+ g XV & oct 21, 2022	
	Admitted / Non-Admitted	Admitted	Admitted	
	Intermediary	McGowan Governmental Underwriters	McGowan Governmental Underwriters	
	Agency Bill/Direct Bill	Agency Bill	Agency Bill	
	Commission	12.00%	12.00%	
Premium and Exposures				
	Premium	\$329,522.00	\$372,801.00	
	Terrorism	\$1,568.00	\$2,465.00	
	Program Service Fee	\$15,000.00	\$15,000.00	
	Total Package and Excess Premium	\$331,090.00	\$390,266.00	
Coverage Limits (including but not limited to)				
	Property			
	Blanket Building and Contents	\$59,006,245	\$58,891,508	
	Earthquake	\$5,000,000	\$5,000,000	
	Flood (including Zone A, excess FEMA property/contents limit of \$500K)	\$10,000,000	\$10,000,000	
	Equipment Breakdown	Included	Included	
	Inland Marine	\$1,611,487	\$1,660,842	
	Crime	\$250,000	\$250,000	
	General Liability			
	General Aggregate	\$3,000,000	\$3,000,000	
	Products Completed Ops Aggregate	\$3,000,000	\$3,000,000	
	Each Occurrence	\$1,000,000	\$1,000,000	
	Personal & Advertising Injury	\$1,000,000	\$1,000,000	
	Damage to Premises Rented to You	\$1,000,000	\$1,000,000	
	Employee Benefits	\$1,000,000	\$1,000,000	
	Employers Liability (OH Stop Gap)	Included	Included	
	Sexual Abuse & Molestation (Limit/Aggregate)	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	
	Failure to Supply	\$1,000,000	\$1,000,000	
	Police Professional Liability (Limit/Aggregate)	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	
	Public Official Liability (Each Wrongful Act/Aggregate)	\$1,000,000 / \$3,000,000	\$1,000,000 / \$3,000,000	
	Non-Monetary Defense Limit	\$25,000	\$25,000	
	Employment Practices Liability (Each Wrongful Act/Aggregate)	\$1,000,000 / \$3,000,000	\$1,000,000 / \$3,000,000	
	Auto			
	Liability	\$1,000,000	\$1,000,000	
	Uninsured/Underinsured	\$250,000	\$250,000	
	Medical Payments	\$5,000	\$5,000	
	Non-Owned Liability	\$1,000,000	\$1,000,000	
	Hired Liability	\$1,000,000	\$1,000,000	
	Hired Physical Damage	\$50,000	\$50,000	
	Excess (Occurrence/Aggregate)	\$5,000,000	\$5,000,000	
Deductibles (including but not limited to)				
	Property (Blanket Building and Contents)	\$5,000	\$5,000	
	Earthquake	\$50,000	\$50,000	
	Flood (including Zone A, excess FEMA property/contents limit of \$500K)	\$100,000	\$100,000	



City of Reynoldsburg

Package and Excess

Effective Date	10/14/22	10/14/23
Expiration Date	10/14/23	10/14/24
Quote Expiration Date		10/14/23

Coverage	Expiring	Option 1
Inland Marine	\$1,000	\$1,000
Crime	\$2,500	\$2,500
Employee Benefits	\$1,000	\$1,000
Police Professional Liability	\$25,000	\$25,000
Public Official Liability	\$25,000	\$25,000
Employment Practices Liability	\$25,000	\$25,000
Auto - Comprehensive	\$1,000	\$1,000 / \$2,500 (units in excess of \$100k)
Auto - Collision	\$1,000	\$1,000 / \$2,500 (units in excess of \$100k)
Auto - Hired	\$500	\$500

Important Notices

INTERMEDIARY / WHOLESALER

In our search for your insurance coverage we used the following wholesalers:

Line of Business: Commercial Package/Wholesaler: McGowan Governmental Underwriters

WILLIS COMMISSION

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at:

http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/.

WILLIS BROKERAGE TERMS, CONDITIONS & DISCLOSURES

BROKERAGE TERMS, CONDITIONS & DISCLOSURES

An order to bind the coverage presented in this proposal shall be deemed an acceptance and agreement that this proposal is subject to Willis Towers Watson's Brokerage Terms, Conditions, and Disclosures "Brokerage Terms" that are incorporated as part of this proposal and available at: <https://media.wtwco.com/-/media/WTW/Notices/BTCD-CRB-NA-NEW-Business-ALL-SEGMENTS-AND-RENEWAL-Business-Select-MM-Canada-July-2023>

If you would like a hard copy of the "Brokerage Terms," please contact any member of your Willis Towers Watson service team. If you have received a hard copy of this proposal, a hard copy of the "Brokerage Terms" is included for your convenience.



City of Reynoldsburg

Direction for Binding

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

Please bind the coverage:

Bind	Coverage	Carrier	Option	Premium	TRIA	Policy Fee
					Accept	
☐	Package, Excess	Zurich Group	Option 1	\$390,266.00	☐	

SUBJECTIVITIES	
Policy	
Zurich	Signed TRIA Form; Signed Application; Signed SOVs; Signed UM/UIM If Rejecting

PAYMENT PLANS	
Policy	Plan

Other Coverages for Consideration – Subject to Underwriting, Quoting and Binding		
	Yes	No
	☐	☐

City of Reynoldsburg

Signature

Date

Title

Printed Name

Brokerage Terms, Conditions & Disclosures

<https://wtwonline.sharepoint.com/sites/OGC/SitePages/Client-Contracting-CRB-IRR-TOBA.aspx>



MCGOWAN GOVERNMENTAL UNDERWRITERS

City of Reynoldsburg

Proposed Effective Dates
October 14th, 2023 – October 14th, 2024

Prepared By:

David Gosiewski
Managing Partner

Mae Fulkerson
Sr. Vice President

Public Entity Risk Management Specialists

Old Forge Centre
20595 Lorain Road
Fairview Park, OH 44126

Phone: 440.333.6300
Fax: 440.333.3214



MCGOWAN GOVERNMENTAL UNDERWRITERS

PREMIUM SUMMARY

Coverages	Premium
Property/IM/Crime Insurance	\$332,858 (net)
Liability Insurance	Included
Auto Insurance	Included
Public Official/Employment Practice Liability	Included
Excess Liability	Included
Other Coverage	Included
Brokers Compensation	\$49,928
MGU Program Services Fees (non commissionable)	\$15,000
Total	\$397,786

- 10% rate increase applied to pricing
- Budget increased 21.8% (\$56,798,166 2023 v. \$46,619,105 2022)
- Overall 5 yr account loss ratio is 78.59%

*25% Minimum earned premium

** Premium due upon receipt of invoice

***Premium DOES NOT include TRIA – Additional charge for TRIA \$2,465

REQUIRED UPON BINDING:

Signed TRIA form

Signed Application

Signed Statement of Values

Signed rejection of UM/UIM if applicable



MCGOWAN GOVERNMENTAL UNDERWRITERS

A.M Best Rating Guide

Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier	Coverage Quoted	A.M. Best Rating	Admitted
Zurich American Insurance Company	Package	A:XV	Admitted
American Guarantee & Liability Insurance Company	Excess	A:XV	Admitted

A Non-Admitted Carrier indicates the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier.



MCGOWAN GOVERNMENTAL UNDERWRITERS

SUMMARY OF COVERAGES, LIMITS & DEDUCTIBLE SECTION:

COVERAGE:	PROPERTY LIMITS:	DEDUCTIBLE:
Blanket Building & Contents Limit	\$58,891,508	\$5,000
Pumps & Lift Stations	Included in Building	\$5,000
Earthquake Coverage	\$5,000,000	\$50,000
Flood Coverage	\$10,000,000 (including Zone A, excess maximum FEMA property and contents limit of \$500,000)	\$100,000
Additional Coverages		
Collapse	Included	\$5,000
Debris Removal	25% of loss	\$5,000
Additional Debris Removal Expense	\$300,000	
Fire Department Services Charge	\$50,000	None
Pollutant Clean up and Removal	\$250,000	\$5,000
Accounts Receivable	\$250,000	\$500
Animals	\$15,000 each/ \$100,000 agg	\$500
Ordinance or Law Coverage A-Demolition Coverage B-Undamaged Building Coverage C – Increased Cost Construction	\$1,000,000	\$5,000
Business Income & Extra Expense	\$500,000	\$5,000
Food Contamination	\$100,000	\$5,000
Newly Acquired Location	\$100,000	\$5,000
Utility Service Time Element	\$100,000	\$5,000
Sales Tax Revenue Loss	\$100,000	\$5,000
Fine Arts	\$10,000/\$50,000	\$500
Foundations, Underground Pipes, Flues or Drains within 1,000 ft	\$15,000	\$5,000
Grounds Maintenance Equipment	\$5,000 per item/\$100,000	\$500
Newly Acquired or Constructed Property Building	\$2,000,000	\$5,000
Business Personal Property	\$1,000,000	
Non-owned Detached Trailers	\$20,000	\$5,000
Outdoor Property	\$250,000	\$5,000
Paved Surfaces	\$100,000	\$500
Property Effects & Property of Others	\$25,000	\$5,000
Portable Audio Visual & Communication Equipment	\$100,000	\$500
Portable Emergency Response Equipment	\$100,000	\$500
Portable Equipment Used in Law Enforcement Operations	\$100,000	\$500
Property Off Premises	\$100,000	\$5,000
Sewer Backup (each occurrence)	\$100,000	\$5,000
Theft of Building Material & Supplies	\$100,000	\$5,000
Traffic Lights, Signs, Parking Meters, Fire Hydrants, Guard Rails, Bus	\$100,000	\$500



MCGOWAN GOVERNMENTAL UNDERWRITERS

Shelters		
Valuable Papers	\$250,000	\$5,000

EQUIPMENT BREAKDOWN

COVERAGE:	LIMITS:	DEDUCTIBLE:
Property	\$58,891,508	\$5,000
Expediting Expense	Included in Property EE Limit	72 hours
Pollutant Clean Up & Removal	\$250,000	\$5,000
Utility Services – Time Element	Included in Property BI/EE	\$5,000
Spoilage	\$100,000	\$5,000

PROPERTY COVERAGE ENDORSEMENTS:

- **Replacement Cost**
- **Agreed Amount**
- **360 –Additional Coverage Modifications**
- **Liberalization Clause** broadens the coverage provided under property section or the policy without additional premium within 45 days prior to or during the policy period.
- **Loss Payable Clause**
- **Newly Acquired** – automatic up to **120 days** for date of acquisition, real or personal property and business interruption. Flood and earthquake are excluded.
- **Personal Property** of officers and employees of the insured, other than motor vehicles.
- **Policy Territory** includes the United States of America (its territories and possessions), Puerto Rico and Canada.
- **Premise boundary increased to 1000 feet**
- **30 Days Notice of Cancellation** – non-renewal or material change.
- **10 Days Notice of Cancellation** – non-payment

INLAND MARINE

COVERAGE:	LIMITS:	DEDUCTIBLE:
Scheduled Equipment	\$1,660,842	\$1,000
Portable Emergency Scheduled	\$50,000	\$1,000
Special Floater	\$785,000	\$1,000
Contractor's equipment leased, rented	\$200,000	\$1,000
Contractor's equipment borrowed	\$200,000	\$1,000

- **30 Days Notice of Cancellation Non-Renewal or Material Change**
- **New acquisitions – 90 day automatic coverage**
- **Rental Expense Reimbursement**
- **Valuation – The least of either**
 - **RC**
 - **Cost to restoring to condition before loss or**
 - **Cost to replace with substantially identical property**



MCGOWAN GOVERNMENTAL UNDERWRITERS

CRIME

COVERAGE:	LIMITS:	DEDUCTIBLE:
Employee Theft-Per Loss	\$250,000	\$2,500
Faithful Performance of Duty	Included	\$2,500
Forgery/Alteration	\$250,000	\$2,500
Funds Transfer	\$250,000	\$2,500
Computer Fraud	\$250,000	\$2,500
Theft of Money & Securities – Inside	\$250,000	\$2,500
Outside	\$250,000	

CRIME COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change

GENERAL LIABILITY

COVERAGE:	LIMITS:	DEDUCTIBLE:
General Liability- Annual Aggregate	\$3,000,000	\$0
Products-Completed Operations Aggregate	\$3,000,000	
Personal & Advertising Injury Limit	\$1,000,000	\$0
Each Occurrence Limit	\$1,000,000	\$0
Damage to Premises Rented to You	\$1,000,000	\$0
Employee Benefits Limit	Included	\$1,000
Employers Liability (Ohio Stop Gap)	\$1,000,000	\$0
Sexual Abuse/Molestation Limit	\$1,000,000	\$0
Sexual Abuse/Molestation Aggregate	\$1,000,000	\$0
Failure to Supply	\$1,000,000	\$0

LIABILITY COVERAGE ENDORSEMENTS

Defense in Addition to Limit

Broad Governmental – Specific Definition of Insured

Broadened Pollution for Municipal Exposures-

Application of pesticides/herbicides

Chemicals to treat pool

Road salt or chemicals used for snow/ice removal on roads

Mobile Equipment

Employees/Volunteers as Insureds

Expanded Definition of Bodily Injury to include mental anguish, mental injury, shock, fright

Watercraft Liability – up to 51 ft

EMT, Paramedic & Nurses Liability

Good Samaritan Liability

Host Liquor Liability

Broadened Contractual Liability



MCGOWAN GOVERNMENTAL UNDERWRITERS

Limited Contractual Liability for Personal Injury
Broadened Property Damage Liability

POLICE PROFESSIONAL LIABILITY

Police Professional Liability	\$1,000,000	\$25,000
Police Professional Aggregate	\$3,000,000	

POLICE PROFESSIONAL ENHANCEMENTS

Broad coverage for law enforcement wrongful acts including off duty moonlighting
Broad definition of insured
Broad definition of Wrongful Act/Occurrence including Personal Injury
Civil Rights coverage
Expanded Definition of Bodily Injury to include mental anguish, mental injury, shock, fright
Included punitive or exemplary damages where allowable
Defense in Addition to Limit

PUBLIC OFFICIAL LIABILITY

Public Official Liability Each Wrongful Act	\$1,000,000	\$25,000
Public Official Liability Annual Aggregate	\$3,000,000	
Non- Monetary defense limit (Does not reduce policy limits)	\$25,000	\$25,000
Retro Active Date:	1/1/1983	

PUBLIC OFFICIAL COVERAGE ENDORSEMENTS

Defense in Addition to Limit
Included punitive or exemplary damages where allowable
Civil Rights
Crisis Event coverage for Public Officials

EMPLOYMENT PRACTICE LIABILITY

Employment Practice Liability Each Wrongful Act	\$1,000,000	\$25,000
Employment Practice Liability Annual Aggregate	\$3,000,000	
Retro Active Date:	1/1/1983	



MCGOWAN GOVERNMENTAL UNDERWRITERS

EMPLOYMENT PRACTICE ENHANCEMENTS

Defense in Addition to Limit

Third Party Discrimination included

Business Invitee (Third Party) covering emotional distress, sexual harassment, discrimination and other allegations

Broad definition of claim including regulatory proceedings, arbitration hearings, EEOC hearings, back and front wages

AUTOMOBILE

COVERAGE:	LIMITS:	DEDUCTIBLE:
Automobile Liability	\$1,000,000	None
Uninsured/Underinsured Motorists Liability	\$250,000	None
Medical Payments	\$5,000	None
Comprehensive	See Schedule	\$1,000 / \$2,500 (excess \$100,000)
Collision	See Schedule	\$1,000 / \$2,500 (excess \$100,000)
Non-Owned Liability	\$1,000,000	None
Hired Car Liability	\$1,000,000	None
Hired Car Physical Damage	\$50,000	\$500

AUTOMOBILE COVERAGE ENDORSEMENTS:

Employees/Volunteers as Insured

Fleet Coverage

Fellow Employee Coverage

Broadened definition of bodily injury

Rental Reimbursement - \$3000

Lease Gap

Loss caused by freezing of permanently attached special equipment (not engine)

EXCESS

Excess Liability Each Occurrence	\$5,000,000	None
Excess Liability Silo Aggregates	\$5,000,000	
Follow form over:		
General Liability	Yes	
Public Official Liability	Yes	
Employment Practice Liability	Yes	
Automobile Liability	Yes	
Employers Liability (Ohio Stop Gap)	Yes	
Law Enforcement Liability	Yes	

EXCESS COVERAGE ENDORSEMENTS:

Silo Aggregate



MCGOWAN GOVERNMENTAL UNDERWRITERS

COVERAGE EXCLUSIONS:

PROPERTY COVERAGE:

- Broad Form Nuclear Contamination
- Acts of Terrorism unless other wise purchased.
- Delay or loss or market, or any other consequential or remote loss of any kind.
- Dishonest criminal acts by you, your partners, employees, directors or anyone to whom you entrust the property for any purpose.
- Earth Movement unless purchased
- Errors in Machine Programming or Instructions to Machines.
- Land
- Loss or damage as a result of insects, vermin, birds, or other animals.
- Loss of Earnings to Finished Stock, including time required to reproduce.

EQUIPMENT BREAKDOWN

- Corrosion, Erosion, Wear & Tear Exclusion
- EDP Media Exclusion – defect, virus, loss of data or other situation
- Fines

GENERAL LIABILITY COVERAGE:

- Asbestos Exclusion
- Aircraft, auto
- Bodily injury to any insured
- Bodily injury to any person injured while taking part in athletics
- Nuclear Energy Liability Exclusion
- Pollution Exclusion – except for hostile fire
- Professional Services Exclusion
- Workers Compensation
- War
- Watercraft over 51'

PUBLIC OFFICIAL LIABILITY COVERAGE:

- Sexual abuse and misconduct
- Pollution
- War
- Bodily injury to employee
- Issuance of bonds/ tax assessment or valuations of properties/tax collection
- Dishonest, fraudulent, criminal, malicious or intentional act excluded for loss, but not for defense costs. If guilty, required to reimburse. Exclusion does not apply to an insured who did not commit, participate in, or have knowledge of any of the described acts.
- Civil or criminal fines or penalties
- Prior or pending litigation
- Employment liability claims
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances
- Claim for equitable or injunctive relief initiated by a governmental entity



MCGOWAN GOVERNMENTAL UNDERWRITERS

EMPLOYMENT PRACTICE LIABILITY

- Collective bargaining agreement
- Lockout, strike, labor disputes or labor negotiations, union grievances
- FLSA/MLRA/WARN/COBRA/ERISA/PBA/OSHA
- Dishonest, fraudulent, criminal, malicious or intentional act excluded for loss, but not for defense costs. If guilty, required to reimburse. Exclusion does not apply to an insured who did not commit, participate in, or have knowledge of any of the described acts Claim for equitable or injunctive relief initiated by a governmental entity

LAW ENFORCEMENT LIABILITY COVERAGE

- Property in care, custody, control except for property on persons in custody, arrest, incarcerated.
- Breach of Contract, except mutual law enforcement agreements
- War
- Bodily injury to employee
- Employment liability claims
- Dishonest, fraudulent, criminal, malicious or intentional act excluded for loss, but not for defense costs. If guilty, required to reimburse. Exclusion does not apply to an insured who did not commit, participate in, or have knowledge of any of the described acts Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances

AUTOMOBILE COVERAGE

- War /Nuclear Energy
- Pollution

CRIME COVERAGE

- Criminal Acts- only excludes individual insured who committed act
- Bonded Employee-unless amended
- Governmental Action
- Legal Expense
- War/Nuclear Actions

INLAND MARINE COVERAGE EXCLUSIONS:

- Vehicles used for road use
- Real property & buildings
- Aircraft
- Wear & tear, inherent vice, freezing
- Mysterious disappearance or shortage disclosed by taking inventory
- Flood, surface water



MCGOWAN GOVERNMENTAL UNDERWRITERS

MGU PROGRAM SERVICES:

McGowan Governmental Underwriters strives to provide excellent service to our clients. The services provided under this proposal include:

Marketing representative's continuous availability
Return of phone calls/questions same day
Review of all coverage's, limits, deductibles on proposals and policies when issued
Client Meeting to review exposures, coverage's, and limits on account at 6 months into policy term

Service:

Placement of insurance program with insurance carriers
Binder Issuance
Review of policy received from carrier for accuracy
Policy Delivery to insured
Claim Kit information which will include Automobile identification cards
Certificate issuance –same day
Policy changes - endorsement processing
Review of all material from insurance carriers to ensure accuracy
Reporting and processing of claims and claim questions
Claim Reporting/Management Service

Risk Management:

Loss Analysis of loss prevention programs currently in place
Client meeting for claim review at 6 months for loss leaders, claim issues
Contract review for insurance requirements
Assistance with policy and procedures – review or setup of new
Diversity or Sexual Harassment Seminars

Proposal Disclaimer

The proposal is an outline of the coverages proposed by the insurers, based on the information provided by your entity. It does not include all the terms, coverages, exclusions, limitations, or conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

MGU shall receive its usual and customary brokerage commission for services provided. In addition to or in lieu of MGU can charge a Service Fee. These commissions and fees are usually offset with commissions to the Client's insurance agent.

These commissions/fees are included in the premium invoice provided to the Client.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided. This proposal is not an actuarial study.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: A Resolution Authorizing the Mayor to Enter into a Renewal of the Maintenance Agreement with Andrews Tech

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AUTHORIZATION OF 2024 CONTRACT RENEWAL

**ANDREWS TECHNOLOGY
UKG TIME & ATTENDANCE PROJECT**

Andrews Technology has complete responsibility for the following:

- Delivery of System as described on the Andrews Technology UKG Order Form
 - Installation of UKG Web Based Software on UKG Servers
 - Configuration of Software
 - Rules Questionnaire Assistance
 - Employee File Creation Assistance
 - Installation of Rules and Employee File
 - Installation of TYLER NEW WORLD Interface
 - Unlimited Training of all Administrators and Supervisors
 - o Training is central site or via web
 - System Testing (Adjustments as Required)
 - Support During Go Live Period(s)
 - Unparalleled Customer Satisfaction During all of the Above
 - Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - o Includes all software licenses as shown on the Andrews Technology Purchase Order Form – (See Exhibit A).
-

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL OF THE
MAINTENANCE AGREEMENT WITH ANDREWS TECH**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a renewal maintenance agreement for support for the time keeping system and New World software with Andrews Tech.

SECTION 2. That this Resolution, upon approval by Council, shall be effective immediately following the signature of the Mayor.

UKG InTouch DX

A reimagined timeclock experience for the modern workforce



Key features

Large, 7" capacitive touchscreen with wide VGA full-color LCD

With its super-responsive touchscreen and reimagined user experience, the UKG InTouch DX drives rapid adoption and new levels of efficiency.

A personalized experience with real-time notifications

SmartLanding surfaces the issues and tasks that require immediate action, and Individual Mode provides instant access to employee-specific transactions.

Streamlined navigation for faster interactions

My Time brings the timecard and schedule together so employees can compare punches to time worked — without all the back and forth.

Optimized viewing angle for ergonomic use

The front panel is angled to optimize viewing when mounted at the height required by the Americans with Disabilities Act.

A rugged device designed for virtually any environment

With its industrial-strength enclosure, the UKG InTouch DX is extremely durable and reliable — even in the toughest, grimmest workplaces.

Multiclock schedule enforcement across your facility

Real-time access to the cloud lets employees and managers perform key transactions at any UKG InTouch DX during their shift for greater convenience.

Multilanguage support for your diverse workforce

UKG InTouch DX users can select their preferred language from the multiple options supported by our HCM solution.

Optional biometric authentication to prevent time theft

The UKG InTouch DX works with all major badge and card formats, and supports biometric identification and verification for added security and convenience.



UKG InTouch DX device specifications

User interface	7" color wVGA LCD and dedicated, always-on time and date display Rugged, capacitive touchscreen Multicolor LED indicator Speaker and microphone	
Available integrated readers and supported card technologies	Integrated bar code badge reader Integrated magnetic stripe card reader Integrated HID proximity card reader	Integrated contactless smart card reader supporting the following technologies: HID™ iCLASS™ MiFare Classic HID™ iCLASS SE™ MiFare DesFire EV1 HID™ iCLASS™ Seos™
Communications	10/100 Mbps auto-sensing Ethernet with DHCP, https, IPV4, and IPV6 support Optional wireless 802.11 b, g, or n 2.4 GHz with WPA, WPA2 Personal, and WPA2 enterprise security	
CPU type	TI OMAP 4460 Dual Core	
Memory	2GB Micro SD Card, 512 MB NAND Flash, 1 GB RAM	
Power	Integrated Power Over Ethernet (802.3af) and Power Over Ethernet Plus (802.3at) 100—240V, 1.0A max, AC power adaptor (optional)	
Environment	Operating temperature: 0°–40° Celsius Storage temperature: -20°–70° Celsius Humidity: 10%–95% noncondensing	
Dimensions	11.5" wide x 5.5" high x 4" deep	
Enclosure	Rugged polycarbonate/ABS resin	
Shipping weight	5 lbs.	
Options	UKG Touch ID™ Plus finger-based biometrics External proximity reader External linear imager bar code scanner Backup battery Universal relay Wi-Fi adaptor	



ANDREWS TECHNOLOGY
UKG TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for the City of Reynoldsburg
August 3, 2023

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Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology UKG Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of TYLER NEW WORLD Interface
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses as shown on the Andrews Technology Purchase Order Form –(See Exhibit A).

Andrews Technology **Master Customer Agreement**

This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to the City of Reynoldsburg.

Definitions

Transaction Document is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

Change Order is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

Discovery is a process performed to define a Statement of Work.

Deliverable is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

Materials are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

Product is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

Program Product is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Reynoldsburg is the licensee (Andrews Technology is not the licensee.).

Services are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

Statement of Work is a detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work: Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and

To not disclose the terms of this Agreement without our prior written consent.

License Terms

Customer agrees to comply, in all material respects, with the following terms and conditions:

1. to operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
2. not to decompile, disassemble or reverse engineer the Software;
3. that the license to use the Software and the Service is limited based upon authorized Usage;
4. not permit use of the Software or the Service (including timesharing or networking use) by any third party;
5. not remove the Equipment from the place of original installation without the Company's prior written consent nor sell or encumber the Equipment;
6. to grant permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;
7. that the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
8. to take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;

9. to ensure that the Customer has the right to publish and disclose the data and other content Customer includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
10. that Customer shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;
11. to comply with the minimum security requirements for using the Service as reasonably determined by Company;
12. that when using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law; that if Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
13. that Customer will acknowledge and agree that no person nor entity not a party to this Agreement will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and

14. that Customer will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. As such, the following provision will be included in Partner's agreement with the Customer: "Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in City of Reynoldsburg Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Reynoldsburg.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are Net 30.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework

charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

Confidentiality

Andrews Technology will maintain the confidentiality of any information received throughout this project. This includes any confidential employee information. Upon termination Andrews Technology will return any confidential information at the request of the Customer. Customer has the responsibility of extracting any data from the system prior to the termination date. After the termination date access to the database will no longer be granted.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of UKG, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 30 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 30 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of the State of Ohio govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Ohio.

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of TYLER NEW WORLD Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase – (Biometric)

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing UKG System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Reynoldsburg.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the UKG System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the UKG system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.

- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the UKG System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your UKG system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

City of Reynoldsburg is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your UKG software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation (Not Applicable)

City of Reynoldsburg is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your UKG software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Reynoldsburg is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Hardware Trainer: Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals. (Not Applicable)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Reynoldsburg run a parallel test for one (1) to two (2) pay periods. This gives the UKG key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The TYLER NEW WORLD Payroll interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The TYLER NEW WORLD Payroll interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

Exhibit B - Maintenance Agreement

Execution below entitles City of Reynoldsburg (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for five years from the date of execution below. This agreement is renewed automatically every five years unless advised by the Customer in writing no less than thirty days prior to the five year anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - On-site support is available.
 - Machine replacement is next day provided call received prior to 2:00pm.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: Five years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a two hour minimum per phone call for support.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase. Historically 3% annually.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



VENDOR HOSTED ORDER FORM

Invoice To:	City of Reynoldsburg	Hosted By:	Vendor	
Ship To:	TBD	Terms:	5 Year Term	
Account Executive:	Jamie Blundell		Software Billed Monthly	
			Maintenance Billed Annually	
			Service Dates 1/1/24 - 12/31/28	
Qty	Description	Item	Monthly	
	UKG Web-Based Time & Attendance System			
131	UKG Web-Based Time & Attendance Software	\$3.85		\$504
131	Employee Web Services (PC Entry, Mobile Applications)	Included		Included
37	Supervisor Module: Approval/Reporting/Review/Modification	\$5.00		\$185
1	New World Payroll Interface	Included		Included
1	Electronic In-Out Board	Included		Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included		Included
1	Standard Supply & Demand Scheduling Module	Included		Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included		Included
1	Schedule Lockout Module	Included		Included
1	Advanced Scheduling Manager (up to 200 employees)	\$700		Optional
131	Archive Module (Historical Reporting Beyond 3 Years)	\$0.60		Optional
131	Borrowing Manager	\$0.50		Optional
131	Leave of Absence Module (FMLA Case Tracking)	\$1.50		Optional
131	Single Sign On Module	\$0.50		Optional
1	Automatic Report Generator (Up to 5 Gig/month)	\$50		Optional
1	Document Storage (Up to 5 Gig/month of Upload/Download and Storage)	\$50		Optional
131	Facial Recognition/Thermal Reading Module	\$1.50		Optional
1	iPad Station Fee (Client must provide iPads)	\$50		Optional
4	Intouch DX Biometric Terminal	\$110		\$440
	Monthly Total			\$1,129.35
	1st and Last Months Payment			\$2,258.70
	Implementation			\$5,130
	UKG Migration Promotion: Software Implementation Discount	50%		-\$2,565
	Hardware Programming			\$1,200
	Annual Maintenance	\$1967/yr		Paid through 1/1/24
	Sales Tax			TBD
	12 Month Deposit Total			\$6,024
	One Time Implementation Fees			
	Initial Planning Session	Included		
	Rules Questionnaire Assistance	Included		
	Install UKG Web-Based Software	Included		
	Install Payroll Rules and Employee File	Included		
	Unlimited Administrative/Supervisor Training	Included		
	System Test/Go Live	Included		
	Total One Time Fees	\$	5,130	

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____ Page 131 of 339



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: A Resolution Authorizing the Mayor to Enter into an Agreement with Debt Book for Lease Agreement Consolidation Software

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Understanding GASB 87 GASB 87 is the new lease accounting standard for governmental entities that becomes effective for reporting periods beginning after June 15, 2021 (June 30, 2022 audits will be first). In summary, governmental entities are required to:

Consolidate their lease agreements (lessee and lessor - copiers, vehicles, real estate, water tower, cell lease, among others)

Test each agreement to determine whether they're subject to the reporting requirements

Calculate lease beginning balances and schedules

Update their financial statements and note disclosures with this new information So what does this mean? A lease is a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. A lease term is the period during which a lessee has a noncancelable right to use an underlying asset (referred to as the noncancelable period), plus periods covered by an option to extend (if it is reasonably certain the option will be exercised) or terminate (if it is reasonably certain the option will not be exercised). To determine whether a contract conveys control of the right to use the underlying asset, a government should assess whether it has both of the following:

The right to determine the nature and manner of use of the underlying asset as specified in the contract

The right to obtain the present service capacity from use of the underlying asset as specified in the contract For the Lessor: A lessor owns the asset(s) in question (such as a vehicle, server, or building) and leases it out to the lessee. They must recognize a lease receivable and a

deferred inflow of resources. Because the lessor retains ownership of the asset, custody generally reverts to them at the conclusion of the lease term. For the Lessee: A lessee has the right to use the asset, provided they meet the terms spelled out in the lease contract. They must recognize a lease liability and an intangible right-to-use lease asset. A short-term lease is a lease with a maximum possible term of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on the payment provisions of the lease contract. Who is Impacted by GASB 87? GASB 87 impacts both lessees and lessors from:

Local government (counties, municipalities, school districts)

Higher education (public colleges and universities)

Public hospitals and healthcare providers

Nearly every government, higher education, and healthcare organization has at least one lease, whether for buildings, land, vehicles, or equipment. That means GASB 87 will affect most organizations. What is the Purpose of GASB 87? The objective of Statement No. 87 is to improve accounting and financial reporting for leases by governments in order to provide better information to financial statement users. Before, leases could be categorized as either a current operating lease or a capital lease. Under the new model, leases are recognized as a means to finance the right to use an asset. Essentially, it narrows the existing definition of a lease and then goes on to adjust how leases are recorded in financial statements. In doing so, GASB 87 establishes a single model for lease accounting based on the concept that leases are financings of the right to use an underlying asset. When Does GASB 87 Go into Effect? GASB 87 is in effect for fiscal years beginning after June 15, 2021. GASB Statement No. 87 has been in discussion since 2017 with an original implementation deadline of December 2019. Due to COVID-19, GASB 87 was postponed roughly 18 months, giving local governments, higher education, and public healthcare providers additional time to prepare and comply. Getting Started on Your GASB 87 Implementation Preparing for GASB 87 implementation and ongoing compliance will be a very time-intensive process, and governments should start to evaluate the impact of the new guidance on their financial teams. Depending on the number of leases an organization has and the size of the team, it can take 12 weeks or longer for a small team to plan and prepare for GASB 87. There are many tasks to consider as you prepare for the mandatory change:

Understand the structure and requirements of the new accounting standard. Evaluate whether to overhaul your current lease reporting structure yourself or leverage a technology solution. Complete GASB 87 implementation before the deadline. Lease management software, such as DebtBook, has been developed specifically with governments and other public entities (and their unique challenges) in mind. These solutions can help organizations operate more efficiently and significantly reduce the burden placed on local teams to comply with new financial reporting standards. Most importantly, they can address all three phases of challenges faced by organizations looking to implement GASB 87:

Upfront Lease Organization and Data Extraction

Schedule Creation

Ongoing Compliance with GASB 87 by automating time-consuming processes and eliminating manual data entry.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DEBT BOOK FOR LEASE AGREEMENT CONSOLIDATION SOFTWARE

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Debt Book for a lease agreement consolidation software in the amount of \$31,000.00.

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



DebtBook Quote

Reynoldsburg, OH

7232 E. Main St.

Reynoldsburg, OH 43068

Joni Crawford

Finance Manager

jcrowford@ci.reynoldsburg.oh.us

614-322-3862

Prepared By:

DebtBook

Josh Nassau-Young

Customer Success Manager

josh.nassau-young@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 2 This represents the cost of our GUIDED GASB-96 Implementation process for your organization.	1	\$0 Year 1	-	\$0 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$13,000 Year 1	(\$6,000)	\$7,000 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$13,000 Year 2	(\$2,000)	\$11,000 Year 2 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$13,000 Year 3	-	\$13,000 Year 3 Cost

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide Reynoldsburg, OH (“**Customer**”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”).

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the “**Original Order Form**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 10/1/2023	Billing Frequency: Annually
Initial Term End Date: 9/30/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

REYNOLDSBURG, OH

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
account-management@debtbook.com

Notice Address

7232 E Main Street
Reynoldsburg, OH 43068
Attention: Joni Crawford
jcrawford@reynoldsburg.gov
Billing Contact

SAME AS ABOVE

Exhibit A
DebtBook Quote

[See attached]

ANDREWS TECHNOLOGY
UKG TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for the City of Reynoldsburg
August 3, 2023

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Master Agreement.....	2
Statement of Work	
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- Phase _____ Sign-off.....	12
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Exhibit B – Maintenance Agreement.....	13

Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology UKG Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of TYLER NEW WORLD Interface
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses as shown on the Andrews Technology Purchase Order Form –(See Exhibit A).

Andrews Technology **Master Customer Agreement**

This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to the City of Reynoldsburg.

Definitions

Transaction Document is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

Change Order is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

Discovery is a process performed to define a Statement of Work.

Deliverable is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

Materials are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

Product is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

Program Product is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Reynoldsburg is the licensee (Andrews Technology is not the licensee.).

Services are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

Statement of Work is a detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work: Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and

To not disclose the terms of this Agreement without our prior written consent.

License Terms

Customer agrees to comply, in all material respects, with the following terms and conditions:

1. to operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
2. not to decompile, disassemble or reverse engineer the Software;
3. that the license to use the Software and the Service is limited based upon authorized Usage;
4. not permit use of the Software or the Service (including timesharing or networking use) by any third party;
5. not remove the Equipment from the place of original installation without the Company's prior written consent nor sell or encumber the Equipment;
6. to grant permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;
7. that the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
8. to take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;

9. to ensure that the Customer has the right to publish and disclose the data and other content Customer includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
10. that Customer shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;
11. to comply with the minimum security requirements for using the Service as reasonably determined by Company;
12. that when using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law; that if Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
13. that Customer will acknowledge and agree that no person nor entity not a party to this Agreement will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and

14. that Customer will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. As such, the following provision will be included in Partner's agreement with the Customer: "Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in City of Reynoldsburg Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Reynoldsburg.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are Net 30.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework

charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

Confidentiality

Andrews Technology will maintain the confidentiality of any information received throughout this project. This includes any confidential employee information. Upon termination Andrews Technology will return any confidential information at the request of the Customer. Customer has the responsibility of extracting any data from the system prior to the termination date. After the termination date access to the database will no longer be granted.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of UKG, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 30 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 30 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of the State of Ohio govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Ohio.

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of TYLER NEW WORLD Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase – (Biometric)

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing UKG System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Reynoldsburg.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the UKG System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the UKG system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.

- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the UKG System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your UKG system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

City of Reynoldsburg is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your UKG software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation (Not Applicable)

City of Reynoldsburg is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your UKG software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Reynoldsburg is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Hardware Trainer: Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals. (Not Applicable)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Reynoldsburg run a parallel test for one (1) to two (2) pay periods. This gives the UKG key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The TYLER NEW WORLD Payroll interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The TYLER NEW WORLD Payroll interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology

Exhibit B - Maintenance Agreement

Execution below entitles City of Reynoldsburg (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for five years from the date of execution below. This agreement is renewed automatically every five years unless advised by the Customer in writing no less than thirty days prior to the five year anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - On-site support is available.
 - Machine replacement is next day provided call received prior to 2:00pm.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: Five years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a two hour minimum per phone call for support.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase. Historically 3% annually.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Reynoldsburg

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

Title

Date: _____
City of Reynoldsburg

Date: _____
Andrews Technology



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



VENDOR HOSTED ORDER FORM

Invoice To:	City of Reynoldsburg	Hosted By:	Vendor	
Ship To:	TBD	Terms:	5 Year Term	
Account Executive:	Jamie Blundell		Software Billed Monthly	
			Maintenance Billed Annually	
			Service Dates 1/1/24 - 12/31/28	
Qty	Description	Item	Monthly	
	UKG Web-Based Time & Attendance System			
131	UKG Web-Based Time & Attendance Software	\$3.85		\$504
131	Employee Web Services (PC Entry, Mobile Applications)	Included		Included
37	Supervisor Module: Approval/Reporting/Review/Modification	\$5.00		\$185
1	New World Payroll Interface	Included		Included
1	Electronic In-Out Board	Included		Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included		Included
1	Standard Supply & Demand Scheduling Module	Included		Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included		Included
1	Schedule Lockout Module	Included		Included
1	Advanced Scheduling Manager (up to 200 employees)	\$700		Optional
131	Archive Module (Historical Reporting Beyond 3 Years)	\$0.60		Optional
131	Borrowing Manager	\$0.50		Optional
131	Leave of Absence Module (FMLA Case Tracking)	\$1.50		Optional
131	Single Sign On Module	\$0.50		Optional
1	Automatic Report Generator (Up to 5 Gig/month)	\$50		Optional
1	Document Storage (Up to 5 Gig/month of Upload/Download and Storage)	\$50		Optional
131	Facial Recognition/Thermal Reading Module	\$1.50		Optional
1	iPad Station Fee (Client must provide iPads)	\$50		Optional
4	Intouch DX Biometric Terminal	\$110		\$440
	Monthly Total			\$1,129.35
	1st and Last Months Payment			\$2,258.70
	Implementation			\$5,130
	UKG Migration Promotion: Software Implementation Discount	50%		-\$2,565
	Hardware Programming			\$1,200
	Annual Maintenance	\$1967/yr		Paid through 1/1/24
	Sales Tax			TBD
	12 Month Deposit Total			\$6,024
	One Time Implementation Fees			
	Initial Planning Session	Included		
	Rules Questionnaire Assistance	Included		
	Install UKG Web-Based Software	Included		
	Install Payroll Rules and Employee File	Included		
	Unlimited Administrative/Supervisor Training	Included		
	System Test/Go Live	Included		
	Total One Time Fees	\$ 5,130		

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____ Page 155 of 339



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Appropriating Funds between Various Accounts within the Street Department, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

the fund transfer needs to be completed in order to make the necessary equipment purchase

STAFF REPORT:

The fund transfer is necessary to purchase the appropriate software needed to implement the new service to provide a digital app showing the residents the location of City salt vehicles.

AN ORDINANCE APPROPRIATING FUNDS BETWEEN VARIOUS ACCOUNTS WITHIN THE STREET DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, it is necessary to appropriate funds from one Street Department account to another to purchase Opticom equipment for the salt trucks; and

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

Section 1. That the amount of \$10,000.00 in the unappropriated account number 260.268.5259 Operating Materials & Supplies be and is hereby appropriated to account number 260.268.5633 Machinery and Equipment.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the immediate financial needs of the City to transfer funds due to purchase equipment and have installed before the first snow fall Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Engineering Design and Bidding Services Pertaining to the Taylor/Summit Road Sanitary Sewer Extension Project, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

meet contract deadlines

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design and Bidding Services Pertaining to the Taylor/Summit Road Sanitary Sewer Extension Project, and Declaring an Emergency

WHEREAS, The City of Reynoldsburg was awarded a Grant for the construction of an eighteen (18) inch sanitary sewer gravity main extension by the Ohio Department of Development Water and Wastewater Infrastructure Program in the amount of \$1,323,050.00 for a sewer extension project; and

WHEREAS, once constructed, this project will provide sanitary sewer service necessary to serve future development east of Taylor Road; and

WHEREAS, EMH&T has prepared a proposal for the design and bidding services relating to said work attached herein.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T in the amount of \$244,000.00 for Engineering and bidding services pertaining to the Taylor/Summit Road Sanitary Sewer Extension Project.

SECTION 2. That \$244,000.00 be appropriated from the unappropriated Sewer CIP Fund account number 720.000.4470 and appropriated to account number 720.000.0200.5622 Sewerlines.

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

**OPINION OF PROBABLE CONSTRUCTION COST
CITY OF REYNOLDSBURG, OHIO
SANITARY SEWER EXTENSION
FOR
TAYLOR ROAD AND SUMMIT ROAD AREA
1-Aug-23**

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
1	CMSC	201	Clearing and Grubbing	1	L.S.	\$25,000.00	\$25,000.00
2	CMSC	202	Miscellaneous Removals	1	L.S.	\$50,000.00	\$50,000.00
3	CMSC	207	Temporary Sediment and Erosion Controls	1	L.S.	\$12,000.00	\$12,000.00
4	CMSC	259	Permanent Pavement Replacement, Type 1A	250	S.Y.	\$200.00	\$50,000.00
5	CMSC	259	Permanent Pavement Replacement, Type 3 (A, B, or C)	75	S.Y.	\$150.00	\$11,250.00
6	CMSC	604	Sanitary Manhole, Type C	17	Ea.	\$12,000.00	\$204,000.00
7	CMSC	607	Fence, Removed and Replaced	250	L.F.	\$75.00	\$18,750.00
8	CMSC	608	Sidewalk, Removed and Replaced	13250	S.F.	\$18.00	\$238,500.00
9	CMSC	614	Maintenance of Traffic	1	L.S.	\$50,000.00	\$50,000.00
10	CMSC	623	Construction Layout Stakes	1	L.S.	\$18,000.00	\$18,000.00
11	CMSC	624	Mobilization	1	L.S.	\$50,000.00	\$50,000.00
12	CMSC	653	Topsoil, Furnished and Place	950	C.Y.	\$65.00	\$61,750.00
13	CMSC	659	Seeding and Mulching	11500	S.Y.	\$2.50	\$28,750.00
14	CMSC	901	18-inch Sanitary Pipe with Type 1 Bedding and Item 911 Compacted Backfill	4900	L.F.	\$290.00	\$1,421,000.00
15	CMSC	901	18-in Sanitary Sewer in Steel Casing Pipe	300	L.F.	\$175.00	\$52,500.00
16	CMSC	909	36-inch Tunnel Jacked Liner, Including Jacking and Receiving Pits	300	L.F.	\$1,500.00	\$450,000.00
17	CMSC	914	6-inch Diameter Pipe Risers	30	L.F.	\$150.00	\$4,500.00
18	CMSC	915	18-inch x 6-inch Sanitary Wye Connection	3	Ea.	\$250.00	\$750.00
19	CMSC	918	6-inch Diameter Pipe, Sanitary House Connection	30	L.F.	\$150.00	\$4,500.00

*DENOTES CONTINGENCY ITEM

SUBTOTAL = **\$2,751,250.00**

CONTINGENCY (10%) = **\$275,100.00**

OPINION OF PROBABLE CONSTRUCTION COST = **\$3,026,350.00**

SURVEY, ENGINEERING, CONSTRUCTION ADMINISTRATION (20%) = **\$550,000.00**

OPINION OF PROBABLE PROJECT COST = **\$3,576,350.00**

STATE WATER AND SEWER GRANT (FOR CONSTRUCTION COSTS) = **\$1,323,050.00**

Potential Easements

1. Daniel Albert - 9197 Taylor Road (~0.100 Acre)
2. Thaah Hammond/Aaron Young - 9167 Taylor Road (~0.060 Acre)
3. Bauman Family Trust - 8899 Taylor Road (~3.60 Acre)

PREPARED BY: SRS

CHECKED BY: RMA

CHECKED DATE: 8/1/2023



OPINION OF PROBABLE CONSTRUCTION COST

[MUNICIPALITY]

[PROJECT]

[PROJECT]

[PROJECT]

[DATE:]

[illegible]

*DENOTES CONTINGENCY ITEM

SUBTOTAL =	\$0.00
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CONTINGENCY (15%) = \$0.00

OPINION OF PROBABLE CONSTRUCTION COST = **\$0.00**

SURVEY, ENGINEERING, CONSTRUCTION ADMINISTRATION (25%) =	\$0.00
--	--------

OPINION OF PROBABLE PROJECT COST = **\$0.00**

IF APPLICABLE, ADD DISCLAIMER

SIGNATURE

DATE _____

PREPARED BY:

CHECKED BY:

CHECKED DATE:

["A memo was presented to project Managers on April 10, 2003 by Greg Comfort and Nelson Kohman." Click on this link to access the memo.](#)



August 22, 2023

Mayor Joseph Begeny
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

**Re: Summit Area Sanitary Sewer Extension
Proposal for Final Engineering Services**

Dear Mayor Begeny,

EMH&T is pleased to present a proposal for final engineering, permitting, and bidding services for the Summit Area Sanitary Sewer Extension. This project was identified through previous sanitary sewer studies and was recently awarded a \$1,323,050 construction grant through the Ohio BUILDS Water Infrastructure Grant Program.

This project will extend sewer service from the Taylor Road / East Main Street intersection to an unsewered area of the City that lies between Taylor Road and Summit Road. This project is approximately 5,000 feet in length and will provide sewer service to approximately 1,100 acres of land in the City's northeastern quadrant. A project area exhibit is attached to this scope and fee proposal.

SCOPE OF SERVICES

1. Surveying

- a. EMH&T will perform topographic survey at 50-ft intervals, at surface features, and at observed utilities along the project corridor. Survey will be obtained in the State Plane Coordinate System and using NAVD 88 datum.
- b. Right-of-way / Boundary survey will include the following tasks:
 - i. Research available public records, such as deeds, plats, right-of-way plans, and surveys on file at the County Engineer's Office.
 - ii. Establish the boundary lines based upon the above research in combination with field located boundary markers.
- c. 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.
- d. Prior to commencing with field work, EMH&T will prepare a field work notification letter for delivery to property owners along the project corridor.

2. Geotechnical Investigation (Subconsultant Service)

- a. EMH&T will coordinate with a geotechnical firm to acquire soil borings along the project area. The work will consist of acquiring 10 soil borings to a depth of 30-ft or greater to determine

soil properties along the proposed sanitary sewer alignment.

- b. The subconsultant will prepare a summary report outlining findings and recommendations for construction methods and trenching techniques, which will be incorporated into the contract and bidding documents.

3. Sanitary Sewer Plans

- a. EMH&T will begin the detailed design effort by preparing an AutoCAD base map using topographic survey, record plan, and GIS data, which will serve as the basis for design. Following preparation of the base map, a field visit will occur to verify location of features and utilities where possible.
- b. We will request a meeting with the property owner to identify field tiles and drainage patterns that must be maintained and restored during construction. EMH&T will make reasonable accommodations in the plans to minimize disturbance to farming activities.
- c. We will develop a tributary area map for the proposed sewer improvements and prepare a sanitary sewer hydraulic calculation spreadsheet.
- d. Following base map preparation, we will conduct a preliminary alignment investigation along the southern (downstream) portion of the sewer extension, near the creek crossing. Both alignment options and construction methods for crossing to the north side of the creek and for crossing to the east side of Taylor Road will be explored. EMH&T will make a recommendation to the City that evaluates several variables such as cost, impact on the public/residents, environmental concerns, and permitting.
- e. EMH&T will develop detailed sanitary sewer horizontal and vertical alignments that will be incorporated into a plan set comprised of the following sections:
 - i. Title Sheet
 - ii. General Notes
 - iii. Project Details
 - iv. Tributary Area Map
 - v. Estimate of Quantities
 - vi. Temporary Sediment and Erosion Control Plan
 - vii. Maintenance of Traffic Plan
- f. EMH&T will submit progress sets of plans to the City at the 50%, 90%, and 100% stages of development. Plan comments from the City, utility owners, and other project stakeholders will be incorporated into a final horizontal and vertical layout for the proposed sewer. Considerations will be given to separation from other utilities, minimizing disruption to existing infrastructure, and maintaining traffic during construction.
 - i. Each plan milestone submittal will be made electronically and include an updated opinion of probable cost and sanitary hydraulic computations.
 - ii. We will conduct a meeting with each submittal to walk the City through the plans and coordinate on any items requiring City input.
 - iii. Additionally, EMH&T will help lead and coordinate meetings with the adjacent developers to discuss the alignment of this and future extensions through the developer's parcel for the extension to the east side of Summit Road.

4. Utility Coordination

- a. EMH&T will submit plans to the private utility companies at the 50% and 90% design stage. We will host and conduct utility coordination meetings to confirm location of existing facilities and determine what relocations, if any, are required to make way for the public improvements.
- g. Following utility coordination meetings, EMH&T will prepare and submit meeting minutes to the participants and reach out individually to any utility owners that were unable to attend the meeting.
- h. A log of utility coordination activities will be maintained to track utility company activities (design, construction scheduling, etc.) and to prompt follow-up discussions at appropriate times.

5. Permitting

- i. EMH&T will prepare a stormwater pollution prevention plan and submit an Ohio EPA Notice of Intent for this project on behalf of the City. The NOI will be prepared on the EPA's e-business site and we will delegate the permit to the City for submission through that platform.
- j. EMH&T will submit plans to the City of Columbus Department of Public Utilities for plan review beginning with the 90% submittal.
 - i. EMH&T anticipates a total of three submittals (two sets of review comments) from Columbus Public Utilities. If additional review cycles are needed, additional fees may be necessary to cover the cost of coordination with Columbus.
 - ii. Following each submittal, EMH&T will coordinate with the reviewer(s) as necessary to clarify comments, revise plans, and prepare a disposition of comments.
 - iii. Upon final approval by both the City of Reynoldsburg and the Columbus Department of Public Utilities, EMH&T will prepare a final plan submittal with mylar cover sheet for signature.
- k. Following approval by the City of Reynoldsburg and City of Columbus, EMH&T will prepare an Ohio EPA Permit to Install (PTI) application on behalf of the City of Reynoldsburg. EMH&T will make an electronic submittal comprised of plans, specifications, and completed PTI Forms to the Ohio EPA. Reynoldsburg will be responsible for paying the permitting fee through OEPA's e-business website.
- l. EMH&T will perform an environmental preliminary investigation (PI) along the project corridor. Due to the fact that we anticipate crossing the stream trenchlessly and the majority of the alignment lies along a cultivated farm field, we do not anticipate environmental permitting. However, there is value in conducting an environmental field walk to verify there are no suspected environmental features (suspected wetlands, streams, endangered species habitats, etc.). The PI will include the following:
 - i. Review existing soils, USGS topography, National Wetland Inventory maps, floodplain maps, and historical aerial photographs to determine the location of mapped wetland/stream features within the sewer corridor.
 - ii. Review historical aerial photographs and maps to determine past land activities within the sewer corridor.
 - iii. Conduct a field investigation to determine the potential location and extent of waters of the United States, including streams and wetlands, within the sewer corridor.

- iv. Prepare a letter report summarizing our findings. This information does not constitute a formal delineation, but will provide baseline information on the presence of potential wetlands and streams.
6. **Bidding Services:** EMH&T will prepare bid documents and assist in the bidding process by completing the following items:
- m. Once plans are approved, EMH&T will prepare bidding and contract documents using the City's standard front-end documents. We will manage the sale of documents from our office.
 - n. Review and respond to questions from bidders in the form of formal addendums.
 - o. Prepare bid tabulation and award recommendations for the City's review and consideration.
 - p. Prepare conformed contracts and coordinate between the City and the selected contractor to obtain signed contracts.

EXCLUSIONS: Items specifically not included within the scope of this proposal include the following: construction inspection, construction administration, land appraisal, private utility relocation design, payment of permitting fees, mitigation or review fees, Phase I Cultural Resources Management Investigation, endangered Species Survey (e.g., bat mist-net survey), individual Section 404 Permitting and Section 401 Permitting, or Directors Authorization Application.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Once authorization is received, EMH&T will prepare a detailed project schedule and conduct a kick-off meeting with the City of Reynoldsburg.

FEE

We have evaluated the level of effort associated with completing the services offered herein. These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for this work described within the Scope of Services shall not exceed the amount outlined below in the EMH&T Services Fee Summary 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. Topographic & Boundary Survey	\$19,500
2. Geotechnical Report (Subconsultant)	\$15,000
3. Sanitary Sewer Plans	\$161,500
4. Utility Coordination	\$9,000
5. Permitting	\$33,000
6. Bidding	\$6,000
Total Fee	\$244,000*

***Please note that the OEPA PTI fee of \$15,100 is not included in the above scope and fee. If the intent is to have EMH&T pay this fee on the City's behalf, please add this amount to the total fee shown above for inclusion in the legislation and purchase order (total amount of \$259,100).**

If this description and estimated fee meet your approval, please authorize with your signature below.

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.

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,



Ryan M. Andrews, PE

Cc: Mr. Eric Meyer, Director of Development
Mr. William Dorman, Director of Public Service
File (EMH&T)

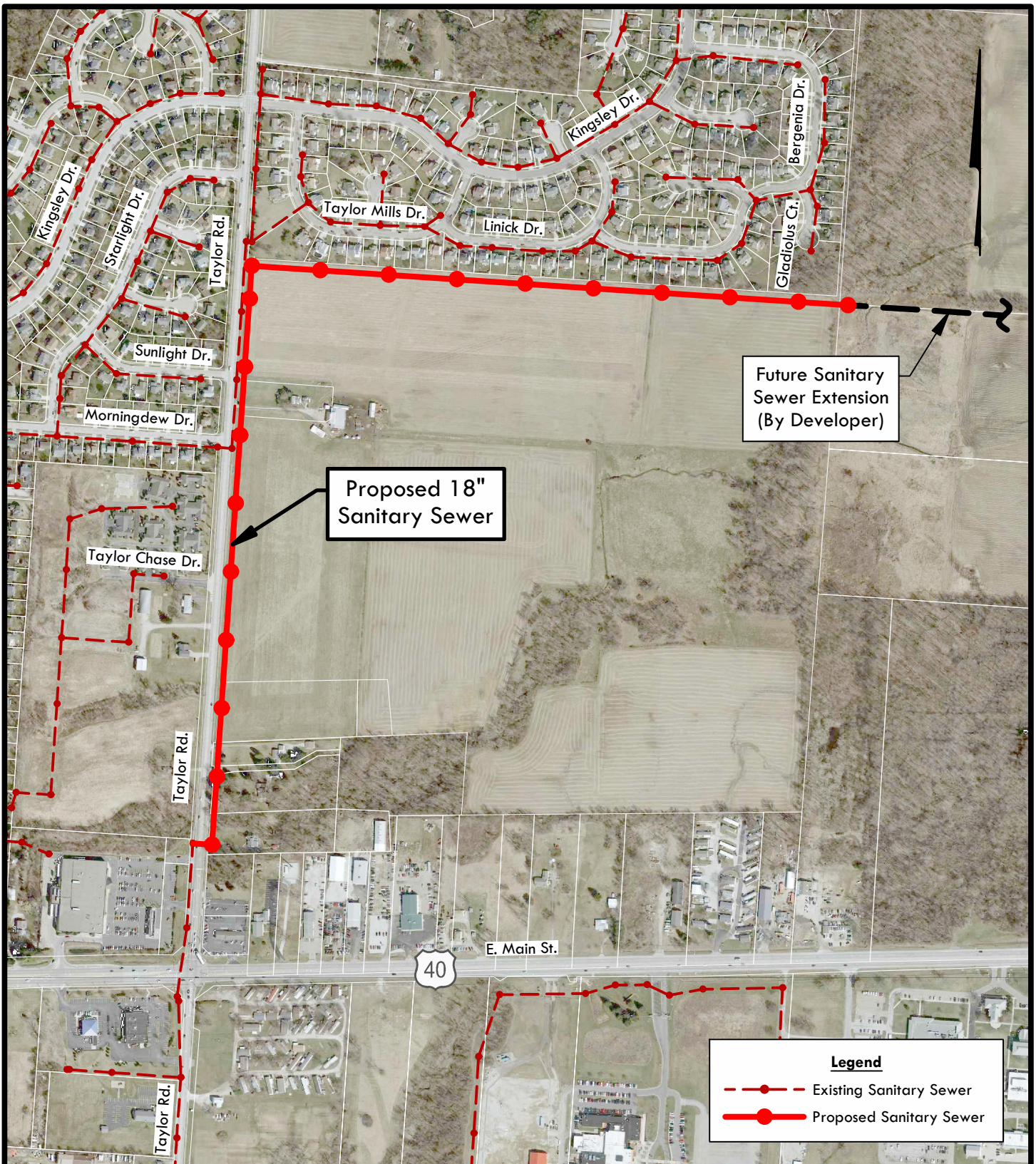
Enclosure: Project Exhibit

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name



Prepared By:



Engineers, Surveyors, Planners, Scientists

City of Reynoldsburg, Ohio
Capital Improvement Project
Summit Road Area
Sanitary Sewer Extension

Reynoldsburg
OHIO • 1839



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the Construction of Waggoner Road Phase I Improvement Project, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE WAGGONER ROAD, PHASE I IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, on June 28, 2021, this Council passed Resolution No. 2021-02 authorizing the Mayor to seek financial assistance from the OPWC State Capital Improvement Program to fund capital infrastructure improvements to Waggoner Road from Priestly Drive to East Main Street; and

WHEREAS, the location of the infrastructure improvements will be along Waggoner Road beginning at Priestly Drive to East Main Street; and

WHEREAS, the total estimated project cost to date is eleven million, five hundred thousand dollars (\$11,500,000), of which seven million dollars (\$7,000,000) would be the City's estimated costs funded from TIF receipts (the remaining four million, five hundred thousand dollars (\$4,500,000) is a combination of grant, a low interest loan, and other public sector funds); and

WHEREAS, OPWC has approved the City's application for grant funding for Waggoner Road Phase I Improvements and has agreed to provide funding, not to exceed three million, five hundred thousand dollars (\$3,500,000) for the purpose of financing and reimbursing costs associated with the Project; and

WHEREAS, of the funds to be provided by OPWC in the amount of two million, six hundred twenty five thousand dollars (\$2,625,000) is being provided as a grant and eight hundred seventy five thousand dollars (\$875,000) is being provided as a loan at zero percent (0%) interest to be paid over thirty (30) years.

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

SECTION 1: The City accepts the OPWC award for the Waggoner Road Phase I Improvement Project in the form of a grant/loan not to exceed three million, five hundred thousand dollars (\$3,500,000).

SECTION 2. That, in accepting this award, the City also accepts the loan set forth in the OPWC Agreement and Promissory Note.

SECTION 3. That funds, when received, be appropriated to account number 410.000.0199.5659 CIP Miscellaneous Infrastructure.

SECTION 4. That the Mayor and City Auditor are hereby authorized and directed to enter into an agreement with the Ohio Public Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

SECTION 5: 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.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: August 28, 2023
To: City of Reynoldsburg
From: Ryan Andrews, PE
Subject: Waggoner Road Phase 1 and 2
Copies: Mike Brehm, EMH&T

The following summarizes the current planning cost estimates and schedule information relating to the Waggoner Road Phase 1 and 2 projects.

1. Project Cost and Funding – The Phase 1 cost estimate is based on Stage 3 (90% complete) engineering plans and specifications, while the Phase 2 cost estimate is based on the Stage 1 (30% complete plans). Both estimates are based on pricing trends that have been observed on recently bid projects. Please note, that after a period of relative price stability in the construction industry (2015-2020), the construction cost index has raised approximately 25% over the course of the past three years. Therefore, the estimate for the Phase 2 project has been escalated by 5% since it is expected to bid in 2024. The opinions of probable cost and budget, are:
 - a. Phase 1: This estimate includes the remaining items of work that are not currently ongoing under existing contracts or purchase orders, which are land acquisition, construction, contingency, and construction administration.

Phase 1	
Outstanding Project Costs	
Project Component	Opinion of Probable Cost
Construction	\$ 9,472,000
Construction Contingency	\$ 948,000
R/W Purchases	\$ 250,000
Construction Management/Inspection	\$ 834,000
Total Unappropriated Costs	\$ 11,504,000
Funding	
Funding Source	Amount
OPWC Grant	\$ 2,625,000
OPWC Loan	\$ 875,000
Franklin County Original Commitment	\$ 729,000
Franklin County Additional Bridge	\$ 287,000
Remaining Balance (City)	\$ 6,988,000

- b. Phase 2: Similarly, this estimate includes items that are not currently underway, which are final engineering, land acquisition & appraisal consultant services, construction, contingency, and construction administration.

Phase 2	
Outstanding Project Costs	
Project Component	Opinion of Probable Cost
Construction	\$ 10,952,000
Inflation (5%)	\$ 547,000
Construction Contingency	\$ 1,096,000
R/W Purchases	\$ 250,000
R/W Acquisition Services	\$ 290,000
Final Engineering and Bidding	\$ 650,000
Construction Management/Inspection	\$ 1,010,000
Total Unappropriated Costs	\$ 14,795,000
Funding	
Funding Source	Amount
OPWC Grant	\$ 3,000,000
OPWC Loan	\$ 1,000,000
Franklin County Commitment	\$ 898,000
Remaining Balance (City)*	\$ 9,897,000
* SS4A Grant for \$5,993,000 is under review by US DOT	
Would reduce City commitment to \$3,904,000 for Ph. 2	

- c. Detailed estimates are attached to this memorandum.
2. Cost Breakouts – We understand the City would like to explore opportunities to use utility funds to pay for portions of each project. The following are estimates for the total cost of items that would be eligible under the categories of water, sanitary, storm, or roadway/general fund. Please note that many items overlap and could be funded by more than one category. Therefore, these do not sum up to the total project cost.
 - a. Phase 1
 - i. Water: \$1,614,000
 - ii. Sanitary: \$8,000
 - iii. Storm: \$3,535,000
 - iv. Roadway/General: \$11,504,000
 - b. Phase 2
 - i. Water: \$746,000
 - ii. Sanitary: \$5,000
 - iii. Storm: \$4,234,000
 - iv. Roadway: \$14,795,000
3. OPWC Coordination – There are two project deadlines associated with OPWC funded projects that may require an applicant to request a formal schedule modification from the District 3 Public Works Integrating Committee. These are:
 - a. Phase 1:
 - i. Construction start by 6/30/23 – While this date has passed, the committee does allow the purchasing of construction materials to satisfy this requirement. The City purchased fire hydrants for the project, which satisfies the construction start date requirement.
 - ii. Construction completion by 6/30/26 – If we do not close-out the project by this date, we will need to request a time extension. Due to utility relocation, County bridge coordination, and land acquisition, we would have several justifiable reasons to request and be granted an extension. I am personally on the District 3 committee that reviews and approves these requests and I have never seen one get disapproved.
 - b. Phase 2:
 - i. Construction start by 6/30/24 – The project may not be bid and under construction by this date. If this becomes a reality, we should consider purchasing equipment for the project (hydrants, light poles, etc.) prior to this date, similar to phase one to fulfil this requirement.

- ii. Construction completion by 6/30/27 – We will monitor construction progress and request a time extension through the Committee if it appears as though this project will extend beyond this date.
 - c. Based on the above, I do not believe there is a need to make any requests to OPWC for time extensions for either project at this time.
- 4. Construction Schedule – Without having the contractor selected and under contract, it is difficult to predict the construction schedule for either phase. For both phases, we anticipate allowing the contractor to have a full year (365 calendar days) to complete the work from the notice to proceed date.
- 5. FCEO Contribution – The County Engineer’s contributions for both phases of work are:
 - a. Phase 1: \$729,000
 - b. Phase 2: \$898,000
 - c. Additional Contribution for Phase 1 Slab Replacement anticipated at \$287,000+/- . We are currently working with the County to verify this contribution to the project.
- 6. Construction Costs Saved Due to County Bridge Work – As we discussed in a prior meeting the County is requesting that the entire top slab of the existing roadway culvert over French Run be replaced. They have tentatively agreed to pay this cost, which is anticipated at \$287,000. This does not create any savings on the City’s side of the ledger for this project.

Please let me know if you would like to meet to discuss the project costs and schedule in more detail.

Attachments: 1. Phase 1 Opinion of Probable Cost
 2. Phase 2 Opinion of Probable Cost

Waggoner Road Improvements - Phase 1 Preliminary Opinion of Project Cost

Description	Opinion of Cost
Construction	
Roadway Subtotal =	\$1,533,000
Sediment & Erosion Control Subtotal =	\$143,000
Drainage Subtotal =	\$1,822,000
Pavement Subtotal =	\$1,661,000
Water Works Subtotal =	\$1,351,000
Sanitary Subtotal =	\$8,000
Lighting Subtotal =	\$663,000
Traffic Control Subtotal =	\$182,000
Traffic Signal Subtotal =	\$360,000
Landscape Subtotal (includes Cemetery Project) =	\$271,000
Retaining Wall Subtotal =	\$188,000
Structure Subtotal =	\$736,000
Maintenance of Traffic Subtotal =	\$264,000
Miscellaneous Subtotal =	\$290,000
Construction Subtotal =	\$9,472,000
Contingency (10%) =	\$948,000
Construction Total with Contingency =	\$10,420,000
Soft Costs	
Survey & Engineering =	\$470,000
Right-of-way Acquisition Services =	\$170,000
Purchase of Right-of-Way =	\$250,000
Reimbursable Private Utility Relocations =	\$0
Construction Management & Inspection (8%) =	\$834,000
Opinion of Total Project Cost =	\$12,144,000

Pricing reflects probable construction costs obtainable in the project locality on the date of this statement of probable costs. Unit rates have been obtained from historical records and/or discussion with contractors. The unit rates reflect current bid costs in the area. This opinion is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors and general contractors. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since EMH&T has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, the statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents EMH&T's best judgment as a consultant familiar with the construction industry. EMH&T does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Roadway		
201	1	L. Sum	Clearing and Grubbing	\$ 50,000.00	\$ 50,000
202	24	Each	Catch Basin or Inlet Removed	\$ 500.00	\$ 12,000
202	5	Each	Headwall Removed	\$ 750.00	\$ 3,750
202	23	Each	Valve Removed	\$ 500.00	\$ 11,500
202	11	Each	Fire Hydrant Removed	\$ 500.00	\$ 5,500
202	6100	Ft	Pipe Removed, 24" and Under	\$ 16.00	\$ 97,600
202	120	Ft	Pipe Removed, Above 24"	\$ 30.00	\$ 3,600
202	90	Ft	Pipe Filled In Place	\$ 30.00	\$ 2,700
202	1350	Sq. Ft.	Walk Removed	\$ 3.00	\$ 4,050
202	650	Ft	Fence Removed For Reuse or Storage	\$ 15.00	\$ 9,750
202	1450	Ft	Curb and Gutter Removed	\$ 10.00	\$ 14,500
202	525	Ft	Curb Removed	\$ 9.00	\$ 4,725
202	675	Ft	Guardrail Removed	\$ 3.00	\$ 2,025
202	445	Sq. Yd.	Pavement Removed (Concrete)	\$ 20.00	\$ 8,900
202	14	Sq. Yd.	Pavement Removed (Brick)	\$ 20.00	\$ 280
203	8999	Cu Yd	Excavation	\$ 30.00	\$ 269,970
203	9048	Cu Yd	Embankment	\$ 25.00	\$ 226,200
204	6,630	Sq Yd	Subgrade Compaction	\$ 4.00	\$ 26,520
204	4	Hour	Proof Rolling	\$ 250.00	\$ 1,000
204*	810	Cu Yd	Undercutting and Disposal of Unsuitable Materials	\$ 25.00	\$ 20,250
204*	810	Cu Yd	Granular Material, Type B	\$ 55.00	\$ 44,550
204*	810	Cu Yd	Granular Material, No. 2 Stone	\$ 50.00	\$ 40,500
204*	1,660	Sq Yd	Geotextile Fabric Type D	\$ 2.00	\$ 3,320
204*	1,660	Sq Yd	Geogrid	\$ 4.00	\$ 6,640
206	20,250	Sq Yd	Cement Stabilized Subgrade (12" Deep)	\$ 6.00	\$ 121,500
206	600	Ton	Cement	\$ 200.00	\$ 120,000
206	20,250	Sq Yd	Curing Coat	\$ 1.00	\$ 20,250
206	11	Hour	Test Rolling (For Cement Stabilized Subgrade)	\$ 300.00	\$ 3,300
206	1	L. Sum	Mixture Design for Chemically Stabilized Soils	\$ 10,000.00	\$ 10,000
606	400	Ft	Guardrail, Type MGS	\$ 27.00	\$ 10,800
606	4	Each	Anchor Assembly, MGS Type E	\$ 2,800.00	\$ 11,200
606	2	Each	Anchor Assembly, MGS Type T	\$ 1,400.00	\$ 2,800
ODOT 607	400	Ft	Fence, Misc.: Wood Fence (ODOT RM-5.2)	\$ 55.00	\$ 22,000
608	18350	Sq. Ft.	Concrete Walk (T=4 Inch)	\$ 10.00	\$ 183,500
608	3350	Sq. Ft.	Concrete Walk (T=6 Inch)	\$ 13.00	\$ 43,550
608	3900	Sq. Ft.	Concrete Walk (T=8 Inch)	\$ 16.00	\$ 62,400
608	120	Sq. Ft.	Concrete Walk, As Per Plan	\$ 20.00	\$ 2,400
608	51	Each	Curb Ramps, Cost to Finish	\$ 450.00	\$ 22,950
608	540	Sq. Ft.	Detectable Warning	\$ 40.00	\$ 21,600
Special	14	Each	Mailbox Removed and Reset	\$ 300.00	\$ 4,200
			Roadway Subtotal =	\$	1,533,000
			Sediment & Erosion Control		
207*	7,000	Sq Yd	Construction Seeding and Mulching	\$ 1.00	\$ 7,000
207	2800	Ft	Perimeter Filter Fabric Fence	\$ 3.00	\$ 8,400
207	36	Each	Filter Fabric Ditch Check	\$ 75.00	\$ 2,700
207	7	Each	Rock Ditch Check	\$ 100.00	\$ 700
207	127	Each	Inlet Protection	\$ 120.00	\$ 15,240
207	1	L. Sum	Designated Concrete Washout Area	\$ 5,000.00	\$ 5,000
659	1,560	Cu Yd	Topsoil (T=4")	\$ 40.00	\$ 62,400
659	1.89	Ton	Commercial Fertilizer, As Per Plan	\$ 1,000.00	\$ 1,890
659	14,000	Sq Yd	Seeding and Mulching, As Per Plan	\$ 2.00	\$ 28,000
659	76	M Gal	Water	\$ 20.00	\$ 1,520
659*	700	Sq Yd	Repair Seeding and Mulching, As Per Plan	\$ 2.00	\$ 1,400
670	310	Sq Yd	Ditch Erosion Protection Mat, Type A	\$ 3.00	\$ 930
670	1,550	Sq Yd	Slope Erosion Protection Mat, As Per Plan	\$ 5.00	\$ 7,750
			Sediment & Erosion Control Subtotal =	\$	143,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Drainage		
601	47	Cu Yd	Rock Channel Protection Type A w/ Filter	\$ 140.00	\$ 6,580
601	23	Cu Yd	Rock Channel Protection Type B w/ Filter	\$ 120.00	\$ 2,760
604	69	Each	Curb and Gutter Inlet (ST-10)	\$ 3,800.00	\$ 262,200
604	2	Each	Curb and Gutter Inlet (AA-S125B)	\$ 4,700.00	\$ 9,400
604	22	Each	Catch Basin (ST-13)	\$ 2,500.00	\$ 55,000
604	1	Each	Curb Inlet Manhole (AA-S121) with Casting (AA-S142)	\$ 5,000.00	\$ 5,000
604	47	Each	Manhole, Type C (ST-3)	\$ 5,800.00	\$ 272,600
604	1	Each	ACO Klassik Drain-K300 12" Internal Width with Ductile Iron Slotted Grate or Approved Equal	\$ 10,000.00	\$ 10,000
605	8,410	Ft	4" Pipe Underdrain	\$ 13.00	\$ 109,330
ODOT 611*	50	Ft	6" Conduit, Type C	\$ 50.00	\$ 2,500
ODOT 611*	50	Ft	8" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	12" Conduit, Type C	\$ 70.00	\$ 3,500
ODOT 611*	50	Ft	15" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	18" Conduit, Type C	\$ 110.00	\$ 5,500
ODOT 611	2	Each	Full Height Headwall (HW-1.1) (48" Culvert)	\$ 8,000.00	\$ 16,000
ODOT 611	2	Each	Full Height Headwall (HW-1.1) (60" Culvert)	\$ 10,000.00	\$ 20,000
ODOT 611	740	Ft	4" Conduit, Type F for Underdrain Outlet	\$ 30.00	\$ 22,200
901	32	Ft	8" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 75.00	\$ 2,400
901	100	Ft	12" Pipe, with Type 1 Bedding, with Item 911 Compacted Backfill	\$ 100.00	\$ 10,000
901	2500	Ft	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 115.00	\$ 287,500
901	1325	Ft	12" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 159,000
901	135	Ft	15" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 16,200
901	110	Ft	15" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 130.00	\$ 14,300
901	45	Ft	18" Pipe, with Type 1 Bedding, with Item 911 Compacted Granular Material	\$ 120.00	\$ 5,400
901	1030	Ft	18" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 140.00	\$ 144,200
901	40	Ft	18" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 145.00	\$ 5,800
901	900	Ft	24" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 175.00	\$ 157,500
901	20	Ft	48" Pipe (706.02), with Type 1 Bedding, with Item 911 Compacted Backfill	\$ 200.00	\$ 4,000
901	75	Ft	48" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 300.00	\$ 22,500
901	30	Ft	60" Pipe (706.02), with Type 1 Bedding, with Item 911 Compacted Backfill	\$ 600.00	\$ 18,000
901	75	Ft	60" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 800.00	\$ 60,000
895	2	Each	Manufactured Water Quality Structure, Type 3	\$ 30,000.00	\$ 60,000
915	2	Each	Cleanout (AA-S161)	\$ 400.00	\$ 800
SPEC	48	Each	Concrete Collar for Manholes in Pavement	\$ 900.00	\$ 43,200
			Drainage Subtotal =	\$	1,822,000
			Pavement		
252	1,000	Ft	Full Depth Pavement Sawing	\$ 2.00	\$ 2,000
254	470	Sq Yd	Pavement Planing (T=1.50")	\$ 5.00	\$ 2,350
254	100	Sq Yd	Pavement Planing (T=3.25")	\$ 7.00	\$ 700
259	89	Cu Yd	Driveway Pavement Replacement, Type 3A (R-3)	\$ 380.00	\$ 33,820
259	32	Cu Yd	Driveway Pavement Replacement, Type 3C (R-3)	\$ 75.00	\$ 2,400
301	3,030	Cu Yd	Asphalt Concrete Base (T=6")	\$ 170.00	\$ 515,100
304	2,550	Cu Yd	Aggregate Base	\$ 75.00	\$ 191,250
407	2,000	Gal	Non-Tracking Tack Coat (0.055 Gal/SY) (For Full-Depth)	\$ 3.50	\$ 7,000
407	50	Gal	Non-Tracking Tack Coat (0.085 Gal/SY) (For Resurfacing)	\$ 3.50	\$ 175
423	313	Pound	Crack Sealing	\$ 12.00	\$ 3,756
441	890	Cu Yd	Asphalt Concrete, Intermediate Course, Type 2, (448), (For Full-Depth)	\$ 190.00	\$ 169,100
441	760	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Full-Depth)	\$ 220.00	\$ 167,200
441	30	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Resurfacing)	\$ 220.00	\$ 6,600
452	1,567	Sq Yd	Non-Reinforced Concrete Pavement (T=8") (R-12)(Commercial Driveway)	\$ 100.00	\$ 156,700
452	273	Sq Yd	Non-Reinforced Concrete Pavement (T=6") (R-11) (Residential Driveway)	\$ 90.00	\$ 24,570
609	1,120	Ft	Curb, Straight 18" (R-8)	\$ 25.00	\$ 28,000
609	20	Sq Yd	Concrete Median (T=9")	\$ 150.00	\$ 3,000
609	9,150	Ft	Combination Curb and Gutter (R-5)	\$ 30.00	\$ 274,500
SS 1530	230	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (For SUP)	\$ 300.00	\$ 69,000
SPEC	190	Sq Yd	Pavement Overlay Fabric (Glassgrid 8502 or Approved Equal)	\$ 15.00	\$ 2,850
			Pavement Subtotal =	\$	1,661,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Water Works		
801	70	Ft	4" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 150.00	\$ 10,500
801	210	Ft	6" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 170.00	\$ 35,700
801	180	Ft	6" Ductile Iron Pipe and Fittings	\$ 180.00	\$ 32,400
801	300	Ft	8" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 180.00	\$ 54,000
801	4475	Ft	12" Ductile Iron Pipe and Fittings	\$ 200.00	\$ 895,000
801*	620	Lb	Ductile Iron Fittings, Increase or Decrease	\$ 6.00	\$ 3,720
801*	10	Cu Yd	Concrete Blocking Class C, Increase or Decrease	\$ 250.00	\$ 2,500
802	2	Each	4" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 2,000.00	\$ 4,000
802	22	Each	6" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 2,800.00	\$ 61,600
802	7	Each	8" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 3,000.00	\$ 21,000
802	6	Each	12" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 4,000.00	\$ 24,000
805	2	Each	3/4" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 6,000
805	5	Each	1" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 15,000
805	1	Each	1 1/4" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 3,000
805	2	Each	1 1/2" Water Service Line Transfer (WA-4, WA-5)	\$ 3,200.00	\$ 6,400
805	4	Each	2 Water Service Line Transfer (WA-4, WA-5)	\$ 3,300.00	\$ 13,200
805	1	Each	2" Water Tap	\$ 5,000.00	\$ 5,000
805*	200	Ft	3/4" Type K Copper Tubing, As Per Plan	\$ 125.00	\$ 25,000
807	3	Each	Valve Boxes Adjusted to Grade	\$ 500.00	\$ 1,500
809	16	Each	Fire Hydrant, Type A (WA-10)	\$ 4,800.00	\$ 76,800
809	1	Each	Fire Hydrant, Type B (WA-12)	\$ 4,800.00	\$ 4,800
811*	105	Cu Yd	Increase or Decrease in Excavation and Backfill	\$ 85.00	\$ 8,925
812	1	Each	1.5" Air Release Outlet	\$ 2,500.00	\$ 2,500
Special	1	Each	Water Pressure Vault Adjusted to Grade	\$ 2,000.00	\$ 2,000
Special	1	Each	Water Meter Pit Adjusted to Grade	\$ 2,000.00	\$ 2,000
Special	37	Each	Concrete Collar for Water Valves and Water Services	\$ 750.00	\$ 27,750
Special	1	L. Sum	Survey Coordinates	\$ 6,000.00	\$ 6,000
			Water Works Subtotal =	\$	1,351,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Sanitary		
604	6	Each	Manhole Adjusted to Grade, Sanitary	\$ 1,000.00	\$ 6,000
604	1	Each	Manhole Reconstructed to Grade, Sanitary	\$ 2,000.00	\$ 2,000
			Sanitary Subtotal =	\$	8,000
			Lighting		
625	3021	LF	No. 6 AWG 6000 Volt Distribution Cable	\$ 3.00	\$ 9,063
625	528	LF	No. 10 AWG 6000 Volt Distribution Cable	\$ 2.00	\$ 1,056
625	1	Each	Power Service, Misc.: Sign Electrical Power System	\$ 8,000.00	\$ 8,000
1001	1320	LF	2 1/2" conduit, Concrete Encased in Trench (MIS-700), As Per Plan	\$ 38.00	\$ 50,160
1001	4500	LF	2" Conduit, Encased in Trench (MIS-700)	\$ 35.00	\$ 157,500
1001	65	LF	2" Conduit, Jacking, Drilling or Pushing (MIS-701)	\$ 50.00	\$ 3,250
1001	1	Each	120/240V Pad Mounted Lighting Control Center , As Per Plan	\$ 8,000.00	\$ 8,000
1001	1	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 900.00	\$ 900
1001	37	Each	Luminaire, Post Top, 60W LED, As Per Plan	\$ 2,500.00	\$ 92,500
1001	27	Each	Light Pole, As Per Plan	\$ 2,800.00	\$ 75,600
1001	10	Each	Light Pole with Banner Arm and Receptacles, As Per Plan	\$ 3,000.00	\$ 30,000
1001	37	Each	Street Light Foundation, 4' (MIS-200)	\$ 1,800.00	\$ 66,600
1001	25	Each	Pull Box, 13"x24"	\$ 1,200.00	\$ 30,000
1001	1413	CKT FT	Underground Lighting Circuit, 6-Wire (MIS-404), As Per Plan	\$ 20.00	\$ 28,260
1001	3697	CKT FT	Underground Lighting Circuit, 3-Wire (MIS-404), As Per Plan	\$ 15.00	\$ 55,455
1001	37	Each	Pole to be Wired (MIS-501), As Per Plan	\$ 1,200.00	\$ 44,400
1001	1	Each	Removal of Existing Light Pole Foundation	\$ 500.00	\$ 500
1001	1	Each	Street Light Relocation, Standard, As Per Plan (MIS-503)	\$ 1,000.00	\$ 1,000
			Lighting Subtotal =	\$	663,000
			Traffic Control		
625	163	LF	Conduit Encased, 2", 725.051	\$ 35.00	\$ 5,705
625	163	LF	Trench	\$ 15.00	\$ 2,445
625	2	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,200.00	\$ 2,400
625	3	Each	Ground Rod	\$ 350.00	\$ 1,050
625	474	LF	No. 8 AWG 6000 Volt Distribution Cable	\$ 2.50	\$ 1,185
621	12	Each	Barrier Reflector, Type 2, Bi-Directional	\$ 50.00	\$ 600
630	588	LF	Ground Mounted Support, Type S, As Per Plan	\$ 20.00	\$ 11,760
630	2	Each	Street Name Sign Support, As Per Plan	\$ 300.00	\$ 600
630	2	Each	Street Name Sign, As Per Plan	\$ 300.00	\$ 600
630	241	Sq Ft	Sign, Flat Sheet, Type G, As Per Plan	\$ 35.00	\$ 8,435
630	8	Each	Sign Support Assembly, Pole Mounted, As Per Plan	\$ 200.00	\$ 1,600
630	31	Each	Removal of Ground Mounted Support and Disposal	\$ 30.00	\$ 930
630	40	Each	Removal of Ground Mounted Sign and Storage, As Per Plan	\$ 30.00	\$ 1,200
630	7	Each	Removal of Ground Mounted Sign and Reerection, As Per Plan	\$ 100.00	\$ 700
630	2	Each	Removal of School Flasher Assembly	\$ 1,000.00	\$ 2,000
630	2.00	Each	School Speed limit Sign Assembly, As Per Plan	\$ 12,000.00	\$ 24,000
630	1	Each	Signing, Misc.: Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly (Two Post Setup)	\$ 20,000.00	\$ 20,000
630	2	Each	Signing, Misc.: Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly (Three Post Setup)	\$ 25,000.00	\$ 50,000
630	5	Each	Removal and Reerection of Private Sign	\$ 1,000.00	\$ 5,000
632	1	Each	2" Conduit Riser, SCH 80 PVC	\$ 900.00	\$ 900
632	105	LF	Power Cable, 2 Conductor, No. 8 AW	\$ 4.00	\$ 420
632	1	EA	Power Service, As Per Plan	\$ 3,000.00	\$ 3,000
644	0.12	MILE	Edge Line, 4"	\$ 5,500.00	\$ 660
644	1.68	MILE	Center Line, 4"	\$ 8,000.00	\$ 13,440
644	412	LF	Channelizing Line, 8"	\$ 5.00	\$ 2,060
644	90	LF	Stop Line, 24"	\$ 10.00	\$ 900
644	46	Each	Lane Arrow	\$ 200.00	\$ 9,200
644	746	LF	Crosswalk Line, 12"	\$ 7.00	\$ 5,222
644	2	Each	School Symbol Marking, 96 Inch	\$ 1,000.00	\$ 2,000
644	151	LF	Transverse Line, 24"	\$ 10.00	\$ 1,510
647	140	LF	Crosswalk Line, 24"	\$ 15.00	\$ 2,100
			Traffic Control Subtotal =	\$	182,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Traffic Signal		
625	255	LF	Conduit Encased, 2", 725.051	\$ 35.00	\$ 8,925
625	558	LF	Conduit, 2", 725.051	\$ 10.00	\$ 5,580
625	28	LF	Conduit, 3", 725.051	\$ 15.00	\$ 420
625	1	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,200.00	\$ 1,200
625	5	Each	Pull Box, 725.08, 27" (COC STD 4022), As Per Plan	\$ 2,200.00	\$ 11,000
625	411	LF	Trench	\$ 15.00	\$ 6,165
625	411	LF	Plastic Caution Tape	\$ 1.00	\$ 411
625	16	Each	Ground Rod	\$ 350.00	\$ 5,600
625	1	Each	Luminaire, Post Top, As Per Plan	\$ 2,500.00	\$ 2,500
625	1	Each	Connection, Fused Pull-Apart, Type II	\$ 145.00	\$ 145
625	1	Each	Connection, Unfused Pull-Apart, Type III	\$ 145.00	\$ 145
625	288	LF	No. 8 AWG 600 Volt Distribution Cable (Combination Lighting)	\$ 2.50	\$ 720
625	582	LF	No. 4 AWG 600 Volt Distribution Cable, As Per Plan (Grounding and Bonding)	\$ 3.50	\$ 2,037
625	40	LF	Pole and Bracket Cable, No. 10 AWG, 600 Volt	\$ 2.00	\$ 80
630	2	Each	Street Name Sign, As Per Plan	\$ 500.00	\$ 1,000
630	4	Each	Signing, Misc.: Reuse of Existing Street Name Signs	\$ 200.00	\$ 800
632	2	Each	Reuse of Radar Detector, As Per Plan	\$ 200.00	\$ 400
632	4	Each	Reuse of Vehicular Signal Head, As Per Plan	\$ 200.00	\$ 800
632	4	Each	Vehicular Signal Head, LED, 3-Section, 12" Lens, 1-Way, As Per Plan	\$ 1,300.00	\$ 5,200
632	3	Each	Vehicular Signal Head, LED, 5-Section, 12" Lens, 1-way, As Per Plan	\$ 2,000.00	\$ 6,000
632	11	Each	Pedestrian Signal Head, As Per Plan	\$ 800.00	\$ 8,800
632	7	Each	Covering of Vehicular Signal Head	\$ 50.00	\$ 350
632	11	Each	Covering of pedestrian Signal Head	\$ 50.00	\$ 550
632	10	Each	Covering of Pedestrian Pushbutton	\$ 50.00	\$ 500
632	10	Each	Pedestrian Pushbutton, As Per Plan	\$ 350.00	\$ 3,500
632	3	Each	Signal Support, Type TC-81.22, Design No. 4, As Per Plan	\$ 20,000.00	\$ 60,000
632	1	Each	Signal Support, Type TC-81.22, Design No. 12, As Per Plan	\$ 24,000.00	\$ 24,000
632	1	Each	Combination Signal Support, Type TC-81.22, Design No. 12, As Per Plan	\$ 25,000.00	\$ 25,000
632	5	Each	Signal Support Foundation, As Per Plan	\$ 8,000.00	\$ 40,000
632	9	Each	Pedestal Foundation, As Per Plan	\$ 1,500.00	\$ 13,500
632	9	Each	Pedestal, 10.7', As Per Plan	\$ 2,500.00	\$ 22,500
632	2342	LF	Signal Cable, 7 Conductor, No. 14 AWG	\$ 4.00	\$ 9,368
632	1480	LF	Loop Detector Lead-in Cable	\$ 2.50	\$ 3,700
632	1	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 900.00	\$ 900
632	67	LF	Power Cable, 2 Conductor, No. 6 AWG, As Per Plan	\$ 4.50	\$ 302
632	1	Each	Power Service, As Per Plan	\$ 3,000.00	\$ 3,000
632	3	Each	Signalization, Misc.: Stop Line Radar Detection Unit	\$ 10,000.00	\$ 30,000
633	1	Each	Removal of Traffic Signal Installation, As Per Plan	\$ 2,000.00	\$ 2,000
633	1	Each	Controller Unit, Type TS-2/A2 with Cabinet, Type TS-2, As Per Plan	\$ 25,000.00	\$ 25,000
633	1	Each	Controller Item, Misc.: Cabinet Modification	\$ 10,000.00	\$ 10,000
633	1	Each	Cabinet Foundation	\$ 3,000.00	\$ 3,000
633	1	Each	Controller Work Pad	\$ 1,000.00	\$ 1,000
632	1	Each	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	\$ 8,600.00	\$ 8,600
SPECIAL	1	Each	Field Paint Signal Equipment	\$ 5,000.00	\$ 5,000
			Traffic Signal Subtotal =	\$	360,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Landscape		
607	7	EA	Stone Column, Per Detail	\$ 9,800.00	\$ 68,600
607	980	L.F.	Fence, Type CLT, Per Detail	\$ 65.00	\$ 63,700
661	18	EA	Deciduous Tree, Somerset Red Maple, 2" Cal., B&B	\$ 600.00	\$ 10,800
661	5	EA	Deciduous Tree, Green Mountain Sugar Maple, 2.5" Cal., B&B	\$ 650.00	\$ 3,250
661	18	EA	Deciduous Tree, Prairie Pride Hackberry, 2.5" Cal., B&B	\$ 650.00	\$ 11,700
661	29	EA	Deciduous Tree, Winter King Hawthorn, 2" Cal., B&B	\$ 600.00	\$ 17,400
661	3	EA	Deciduous Tree, Tulip Poplar, 2.5" Cal., B&B	\$ 650.00	\$ 1,950
661	3	EA	Deciduous Tree, Snowdrift Crabapple, 2" Cal., B&B	\$ 600.00	\$ 1,800
661	10	EA	Deciduous Tree, Wildfire Tupelo, 2.5" Cal., B&B	\$ 650.00	\$ 6,500
661	1	EA	Evergreen Tree, Norway Spruce, 6' Ht., B&B	\$ 650.00	\$ 650
661	15	EA	Deciduous Tree, Sawtooth Oak, 2.5" Cal., B&B	\$ 650.00	\$ 9,750
661	5	EA	Deciduous Tree, White Oak, 2.5" Cal., B&B	\$ 650.00	\$ 3,250
661	2	EA	Deciduous Tree, Swamp White Oak, 2.5" Cal., B&B	\$ 650.00	\$ 1,300
661	2	EA	Deciduous Tree, Burr Oak, 2.5" Cal., B&B	\$ 650.00	\$ 1,300
661	8	EA	Deciduous Tree, Chinkapin Oak, 2.5" Cal., B&B	\$ 650.00	\$ 5,200
661	7	EA	Deciduous Tree, Red Oak, 2.5" Cal., B&B	\$ 650.00	\$ 4,550
661	3	EA	Deciduous Tree, Black Locust, 2.5" Cal., B&B	\$ 650.00	\$ 1,950
661	5	EA	Deciduous Tree, Boulevard American Linden, 2.5" cal., B&B	\$ 650.00	\$ 3,250
661	8	EA	Deciduous Tree, Princeton American Elm, 2.5" Cal., B&B	\$ 650.00	\$ 5,200
661	15	EA	Deciduous Shrub, Green Velvet Boxwood, 24" Ht., Cont.	\$ 75.00	\$ 1,125
661	7	EA	Perennial , Sunset Returns Daylily, 12" Ht., Cont.	\$ 40.00	\$ 280
661	7	EA	Perennial , Minuteman Hosta, 12" Ht., Cont.	\$ 40.00	\$ 280
661	5	EA	Deciduous Shrub, Alice Oakleaf Hydrangea, 24" Ht., Cont.	\$ 75.00	\$ 375
661	2	EA	Perennial , Maiden Grass, 24" Ht., Cont.	\$ 75.00	\$ 150
661	80	EA	Deciduous Shrub, Hicks Anglo-Japanese Yew, 24" Ht., Cont.	\$ 75.00	\$ 6,000
661	6	EA	Perennial , Blue Bomb Speedwell, 24" Ht., Cont.	\$ 75.00	\$ 450
661	5	EA	Deciduous Shrub, Arrowwood Viburnum, 24" Ht., Cont.	\$ 75.00	\$ 375
661	67	EA	Deciduous Shrub, Blue Pacific Juniper, 24" Ht., Cont.	\$ 75.00	\$ 5,025
661	25	EA	Deciduous Shrub, Double Play Red Spirea, 24" Ht., Cont.	\$ 75.00	\$ 1,875
Special	1	L.Sum	Sign Panel	\$ 1,500.00	\$ 1,500
Special	1	L.Sum	8' Wide Double Leaf Gate	\$ 1,800.00	\$ 1,800
Special	48	L.F.	Landscape Wall, Relocated	\$ 600.00	\$ 28,800
			Landscape Subtotal =	\$	271,000
			Retaining Wall		
870	704	Sq. Ft.	Prefabricated Modular Retaining Wall 1	\$ 150.00	\$ 105,600
870	129	Sq. Ft.	Prefabricated Modular Retaining Wall 2	\$ 150.00	\$ 19,350
870	416	Sq. Ft.	Prefabricated Modular Retaining Wall 3	\$ 150.00	\$ 62,400
			Retaining Wall Subtotal =	\$	188,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Structure		
202	1	L. Sum	Portions of Structure Removed, As Per Plan	\$ 45,000.00	\$ 45,000.00
503	1	L.Sum	Cofferdams and Excavation Bracing	\$ 175,000.00	\$ 175,000.00
503	1	L. Sum	Unclassified Excavation	\$ 100,000.00	\$ 100,000.00
509	55,700	Pound	Epoxy Coated Reinforcing Steel	\$ 2.00	\$ 111,400
510	194	Each	Dowel Holes with Nonshrink, Nonmetallic Grout	\$ 25.00	\$ 4,850
511	115	Cu Yd	Class QC2 Concrete, Superstructure	\$ 1,100.00	\$ 126,500
511	80	Cu Yd	Class QC1 Concrete, Retaining /Wingwall Not Including Footing	\$ 1,000.00	\$ 80,000
511	108	Cu Yd	Class QC1 Concrete, Footing	\$ 500.00	\$ 54,000
512	141	Sq. Yd.	Sealing of Concrete Surfaces (Non-Epoxy)	\$ 30.00	\$ 4,230
512	303	Sq. Yd.	Type 2 Waterproofing	\$ 25.00	\$ 7,575
516	90	Sq. Ft.	1" Preformed Expansion Joint Filler	\$ 10.00	\$ 900
518	51	Cu Yd	Porous Backfill with Geotextile Fabric	\$ 115.00	\$ 5,865
601	201	Cu Yd	Rock Channel Protection, Type C with Filter	\$ 100.00	\$ 20,100
			Structure Subtotal =	\$	736,000
			Maintenance of Traffic		
614	1	Lump	Maintaining Traffic, As Per Plan	\$ 180,000.00	\$ 180,000
614	1	Each	Temporary Traffic Signal	\$ 40,000.00	\$ 40,000
615	286	SY	Pavement For Maintaining Traffic, Class A	\$ 50.00	\$ 14,300
615	1	Lump	Roads For Maintaining Traffic, As Per Plan	\$ 14,300.00	\$ 14,300
616	1	Lump	Dust Control, As Per Plan	\$ 15,000.00	\$ 15,000
			Maintenance of Traffic Subtotal =	\$	264,000
			Miscellaneous		
619	15	Months	Field Office, Type C	\$ 3,000.00	\$ 45,000.00
623	1	L.Sum	Construction Layout Stakes	\$ 40,000.00	\$ 40,000.00
624	1	L.Sum	Mobilization	\$ 200,000.00	\$ 200,000.00
SPEC	1	L.Sum	Electronic Document Processing	\$ 5,000.00	\$ 5,000.00
			Miscellaneous Subtotal =	\$	290,000
* Denotes Contingency to be used as direct.					

Waggoner Road Improvements - Phase 2

Preliminary Opinion of Project Cost

Description	Opinion of Cost
Construction	
Roadway Subtotal =	\$1,683,000
Sediment & Erosion Control Subtotal =	\$189,000
Drainage Subtotal =	\$2,427,000
Pavement Subtotal =	\$2,397,000
Water Works Subtotal =	\$631,000
Sanitary Subtotal =	\$5,000
Lighting Subtotal =	\$568,000
Traffic Control Subtotal =	\$169,000
Traffic Signal Subtotal =	\$525,000
Landscape Subtotal =	\$250,000
Retaining Wall Subtotal =	\$924,000
Structure Subtotal =	\$657,000
Maintenance of Traffic Subtotal =	\$237,000
Miscellaneous Subtotal =	\$290,000
Construction Subtotal =	\$10,952,000
Contingency (10%) =	\$1,096,000
Inflation (5%) =	\$547,600
Construction Total with Contingency and Inflation =	\$12,595,600
Soft Costs	
Survey & Engineering =	\$650,000
Right-of-way Acquisition Services =	\$290,000
Purchase of Right-of-Way =	\$250,000
Reimbursement to Private Utility Companies =	\$0
Construction Management & Inspection (8%) =	\$1,010,000
Opinion of Total Project Cost =	\$14,795,600

Pricing reflects probable construction costs obtainable in the project locality on the date of this statement of probable costs. Unit rates have been obtained from historical records and/or discussion with contractors. The unit rates reflect current bid costs in the area. This opinion is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors and general contractors. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since EMH&T has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, the statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents EMH&T's best judgment as a consultant familiar with the construction industry. EMH&T does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Roadway		
201	1	L. Sum	Clearing and Grubbing	\$ 75,000.00	\$ 75,000
202	26	Each	Catch Basin or Inlet Removed	\$ 500.00	\$ 13,000
202	9	Each	Manhole removed.	\$ 725.00	\$ 6,525
202	6	Each	Headwall Removed	\$ 750.00	\$ 4,500
202	4	Each	Fire Hydrant Removed	\$ 500.00	\$ 2,000
202	4449	Ft	Pipe Removed, 24" and Under	\$ 16.00	\$ 71,184
202	323	Ft	Pipe Removed, Above 24"	\$ 30.00	\$ 9,690
202	383	Sq. Ft.	Walk Removed	\$ 3.00	\$ 1,149
202	1765	Ft	Fence Removed For Reuse or Storage	\$ 15.00	\$ 26,479
202	3122	Ft	Curb Removed	\$ 9.00	\$ 28,097
202	1894	Ft	Guardrail Removed	\$ 3.00	\$ 5,682
203	16344	Cu Yd	Excavation	\$ 30.00	\$ 490,320
203	6379	Cu Yd	Embankment	\$ 25.00	\$ 159,475
204	7,010	Sq Yd	Subgrade Compaction	\$ 4.00	\$ 28,040
204	4	Hour	Proof Rolling	\$ 250.00	\$ 1,000
204*	1,110	Cu Yd	Undercutting and Disposal of Unsuitable Materials	\$ 25.00	\$ 27,750
204*	1,110	Cu Yd	Granular Material, Type B	\$ 55.00	\$ 61,050
204*	1,110	Cu Yd	Granular Material, No. 2 Stone	\$ 50.00	\$ 55,500
204*	1,760	Sq Yd	Geotextile Fabric Type D	\$ 2.00	\$ 3,520
204*	1,760	Sq Yd	Geogrid	\$ 4.00	\$ 7,040
606	1,063	Ft	Guardrail, Type MGS	\$ 27.00	\$ 28,702
606	7	Each	Anchor Assembly, MGS Type E	\$ 2,800.00	\$ 19,600
606	7	Each	Anchor Assembly, MGS Type T	\$ 1,400.00	\$ 9,800
ODOT 607	1,028	Ft	Fence, Misc.: Chainlink Fence, Type CLT	\$ 24.00	\$ 24,673
ODOT 607	558	Ft	Fence, Misc.: Wood Fence	\$ 55.00	\$ 30,713
ODOT 607	964	Ft	Bikeway Railing (ODOT RM-5.2)	\$ 55.00	\$ 53,020
608	29324	Sq. Ft.	Concrete Walk (T=4 Inch)	\$ 10.00	\$ 293,236
608	1549	Sq. Ft.	Concrete Walk (T=8 Inch)	\$ 16.00	\$ 24,791
608	100	Sq. Ft.	Brick Walk	\$ 20.00	\$ 2,000
608	28	Each	Curb Ramps, Cost to Finish	\$ 450.00	\$ 12,600
608	365.49	Sq. Ft.	Detectable Warning	\$ 40.00	\$ 14,620
Special	38	Each	Mailbox Removed and Reset	\$ 300.00	\$ 11,400
	1	L. Sum	Roadway Misc.	\$ 80,000.00	\$ 80,000
			Roadway Subtotal =	\$	1,683,000
			Sediment & Erosion Control		
207*	9,500	Sq Yd	Construction Seeding and Mulching	\$ 1.00	\$ 9,500
207	5700	Ft	Perimeter Filter Fabric Fence	\$ 3.00	\$ 17,100
207	10	Each	Filter Fabric Ditch Check	\$ 75.00	\$ 750
207	123	Each	Inlet Protection	\$ 120.00	\$ 14,760
207	1	L. Sum	Designated Concrete Washout Area	\$ 5,000.00	\$ 5,000
659	2,120	Cu Yd	Topsoil (T=4")	\$ 40.00	\$ 84,800
659	2.57	Ton	Commercial Fertilizer, As Per Plan	\$ 1,000.00	\$ 2,575
659	19,070	Sq Yd	Seeding and Mulching, As Per Plan	\$ 2.00	\$ 38,140
659	103	M. Gal	Water	\$ 20.00	\$ 2,060
659*	954	Sq Yd	Repair Seeding and Mulching, As Per Plan	\$ 2.00	\$ 1,908
670	600	Sq Yd	Slope Erosion Protection Mat, As Per Plan	\$ 5.00	\$ 3,000
	1	L. Sum	Sediment & Erosion Control Misc.	\$ 9,000.00	\$ 9,000
			Sediment & Erosion Control Subtotal =	\$	189,000

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Drainage		
601	30	Cu Yd	Rock Channel Protection Type A w/ Filter	\$ 140.00	\$ 4,200
604	108	Each	Curb and Gutter Inlet (ST-10)	\$ 3,800.00	\$ 410,400
604	15	Each	Catch Basin (ST-13)	\$ 2,500.00	\$ 37,500
604	64	Each	Manhole, Type C (ST-3)	\$ 5,800.00	\$ 371,200
605	11,415	Ft	4" Pipe Underdrain	\$ 13.00	\$ 148,391
ODOT 611*	50	Ft	6" Conduit, Type C	\$ 50.00	\$ 2,500
ODOT 611*	50	Ft	8" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	12" Conduit, Type C	\$ 70.00	\$ 3,500
ODOT 611*	50	Ft	15" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	18" Conduit, Type C	\$ 110.00	\$ 5,500
ODOT 611	3	Each	Full Height Headwall (HW-1.1) (36" Pipe)	\$ 8,000.00	\$ 24,000
ODOT 611	2	Each	Full Height Headwall (HW-1.1) (48" Pipe)	\$ 10,000.00	\$ 20,000
ODOT 611	1268	Ft	4" Conduit, Type F for Underdrain Outlet	\$ 30.00	\$ 38,049
901	4784	Ft	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 115.00	\$ 550,103
901	560	Ft	15" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 67,218
901	1126	Ft	18" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 140.00	\$ 157,582
901	727	Ft	24" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 175.00	\$ 127,257
901	450	Ft	30" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 250.00	\$ 112,403
895	3	Each	Manufactured Water Quality Structure, Type 4	\$ 55,000.00	\$ 165,000
SPEC	64	Each	Concrete Collar for Manholes in Pavement	\$ 900.00	\$ 57,600
	1	L. Sum	Drainage Misc.	\$ 116,000.00	\$ 116,000
			Drainage Subtotal =	\$ 2,427,000	
			Pavement		
252	362	Ft	Full Depth Pavement Sawing	\$ 2.00	\$ 725
259	40	Cu Yd	Driveway Pavement Replacement, Type 3A (R-3)	\$ 380.00	\$ 15,200
301	5,100	Cu Yd	Asphalt Concrete Base (T=8")	\$ 175.00	\$ 892,500
304	4,640	Cu Yd	Aggregate Base	\$ 75.00	\$ 348,000
407	2,540	Gal	Non-Tracking Tack Coat (0.055 Gal/SY) (For Full-Depth)	\$ 3.50	\$ 8,890
423	182	Pound	Crack Sealing	\$ 12.00	\$ 2,184
441	1,120	Cu Yd	Asphalt Concrete, Intermediate Course, Type 2, (448), (For Full-Depth)	\$ 190.00	\$ 212,800
441	960	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Full-Depth)	\$ 220.00	\$ 211,200
452	911	Sq Yd	Non-Reinforced Concrete Pavement (T=6") (R-11) (Residential Driveway)	\$ 90.00	\$ 81,990
609	284	Ft	Curb, Straight 18" (R-8)	\$ 25.00	\$ 7,104
609	184	Sq Yd	Concrete Median (T=9") (FOR CHURCH DRIVE)	\$ 150.00	\$ 27,542
609	12,399	Ft	Combination Curb and Gutter (R-5)	\$ 30.00	\$ 371,964
SS 1530	340	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (For SUP)	\$ 300.00	\$ 102,000
	1	L. Sum	Pavement Misc.	\$ 114,000.00	\$ 114,000
			Pavement Subtotal =	\$ 2,397,000	
			Water Works		
801	63	Ft	6" Ductile Iron Pipe and Fittings	\$ 180.00	\$ 11,340
801	40	Ft	8" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 180.00	\$ 7,110
801	1816	Ft	12" Ductile Iron Pipe and Fittings	\$ 200.00	\$ 363,110
802	5	Each	6" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 2,800.00	\$ 14,000
802	1	Each	8" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 3,000.00	\$ 3,000
802	2	Each	12" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 4,000.00	\$ 8,000
805	30	Each	3/4" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 90,000
805	2	Each	1" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 6,000
807	33	Each	Valve Boxes Adjusted to Grade	\$ 500.00	\$ 16,500
809	1	Each	Fire Hydrant, Type A (Double Valve Set Up in Curb) (WA-11)	\$ 5,500.00	\$ 5,500
809	3	Each	Fire Hydrant, Type B (WA-12)	\$ 4,800.00	\$ 14,400
809	10	Each	Fire Hydrant Relocated	\$ 5,000.00	\$ 50,000
Special	1	Each	Water Pressure Vault Adjusted to Grade	\$ 2,000.00	\$ 2,000
Special	5	Each	Concrete Collar for Water Valves and Water Services	\$ 750.00	\$ 3,750
Special	1	L. Sum	Survey Coordinates	\$ 6,000.00	\$ 6,000
	1	L. Sum	Water Works Misc.	\$ 30,000.00	\$ 30,000
			Water Works Subtotal =	\$ 631,000	

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			<i>Sanitary</i>		
604	2	Each	Manhole Adjusted to Grade, Sanitary	\$ 1,000.00	\$ 2,000
604	1	Each	Manhole Reconstructed to Grade, Sanitary	\$ 2,000.00	\$ 2,000
	1	L. Sum	Sanitary Misc.	\$ 200.00	\$ 200
			<i>Sanitary Subtotal =</i>		<i>\$ 5,000</i>
			<i>Lighting</i>		
1001	6000	LF	2" Conduit, Encased in Trench (MIS-700)	\$ 28.00	\$ 168,000
1001	200	LF	2" Conduit, Jacking, Drilling or Pushing (MIS-701)	\$ 50.00	\$ 10,000
1001	1	Each	120/240V Pad Mounted Lighting Control Center , As Per Plan	\$ 8,000.00	\$ 8,000
1001	1	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 2,400.00	\$ 2,400
1001	49	Each	Luminaire, Post Top, 60W LED, As Per Plan	\$ 1,300.00	\$ 63,700
1001	49	Each	Light Pole, As Per Plan	\$ 2,300.00	\$ 112,700
1001	49	Each	Street Light Foundation, 4' (MIS-200)	\$ 1,400.00	\$ 68,600
1001	4	Each	Pull Box, 13"x24"	\$ 1,400.00	\$ 5,600
1001	7000	CKT FT	Underground Lighting Circuit, 3-Wire (MIS-404), As Per Plan	\$ 9.00	\$ 63,000
1001	49	Each	Pole to be Wired (MIS-501), As Per Plan	\$ 750.00	\$ 36,750
1001	1	Each	Removal of Existing Underground Street Lighting System	\$ 1,500.00	\$ 1,500
	1	L. Sum	Lighting Misc.	\$ 27,000.00	\$ 27,000
			<i>Lighting Subtotal =</i>		<i>\$ 568,000</i>
			<i>Traffic Control</i>		
625	270	LF	Conduit Encased, 2", 725.051	\$ 20.00	\$ 5,400
625	270	LF	Trench	\$ 10.00	\$ 2,700
625	4	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,400.00	\$ 5,600
625	2	Each	Ground Rod	\$ 350.00	\$ 700
621	75	Each	Barrier Reflector, Type 2, Bi-Directional	\$ 50.00	\$ 3,750
630	560	LF	Ground Mounted Support, Type S, As Per Plan	\$ 45.00	\$ 25,200
630	4	Each	Street Name Sign Support, As Per Plan	\$ 560.00	\$ 2,240
630	8	Each	Street Name Sign, As Per Plan	\$ 290.00	\$ 2,320
630	250	Sq Ft	Sign, Flat Sheet, Type G, As Per Plan	\$ 50.00	\$ 12,500
630	10	Each	Sign Support Assembly, Pole Mounted, As Per Plan	\$ 250.00	\$ 2,500
630	35	Each	Removal of Ground Mounted Support and Disposal	\$ 66.00	\$ 2,310
630	40	Each	Removal of Ground Mounted Sign and Storage, As Per Plan	\$ 66.00	\$ 2,640
630	5	Each	Removal of Ground Mounted Sign and Reerection, As Per Plan	\$ 100.00	\$ 500
630	2	Each	Removal of School Flasher Assembly	\$ 1,000.00	\$ 2,000
630	2	Each	School Speed limit Sign Assembly, As Per Plan	\$ 12,000.00	\$ 24,000
630	5	Each	Removal and Reerection of Private Sign	\$ 1,000.00	\$ 5,000
632	2	Each	2" Conduit Riser, SCH 80 PVC	\$ 2,400.00	\$ 4,800
632	400	LF	Power Cable, 2 Conductor, No. 8 AWG	\$ 4.00	\$ 1,600
632	2	EA	Power Service, As Per Plan	\$ 3,000.00	\$ 6,000
644	0.00	MILE	Edge Line, 4"	\$ 5,500.00	\$ -
644	1.50	MILE	Center Line, 4"	\$ 8,000.00	\$ 12,000
644	1100	LF	Channelizing Line, 8"	\$ 5.00	\$ 5,500
644	200	LF	Stop Line, 24"	\$ 10.00	\$ 2,000
644	40	Each	Lane Arrow	\$ 200.00	\$ 8,000
644	600	LF	Crosswalk Line, 12"	\$ 4.20	\$ 2,520
644	2	Each	School Symbol Marking, 96 Inch	\$ 830.00	\$ 1,660
644	1700	LF	Transverse Line, 24"	\$ 10.00	\$ 17,000
	1	L. Sum	Traffic Control Misc.	\$ 8,000.00	\$ 8,000
			<i>Traffic Control Subtotal =</i>		<i>\$ 169,000</i>

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Traffic Signal		
625	600	LF	Conduit Encased, 2", 725.051	\$ 20.00	\$ 12,000
625	1000	LF	Conduit, 2", 725.051	\$ 10.00	\$ 10,000
625	100	LF	Conduit, 3", 725.051	\$ 15.00	\$ 1,500
625	4	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,200.00	\$ 4,800
625	8	Each	Pull Box, 725.08, 27" (COC STD 4022), As Per Plan	\$ 2,200.00	\$ 17,600
625	1100	LF	Trench	\$ 10.00	\$ 11,000
625	1100	LF	Plastic Caution Tape	\$ 1.00	\$ 1,100
625	24	Each	Ground Rod	\$ 350.00	\$ 8,400
625	1200	LF	No. 4 AWG 600 Volt Distribution Cable, As Per Plan (Grounding and Bonding)	\$ 3.50	\$ 4,200
630	6	Each	Street Name Sign, As Per Plan	\$ 500.00	\$ 3,000
632	12	Each	Vehicular Signal Head, LED, 3-Section, 12" Lens, 1-Way, As Per Plan	\$ 1,300.00	\$ 15,600
632	4	Each	Vehicular Signal Head, LED, 5-Section, 12" Lens, 1-way, As Per Plan	\$ 2,000.00	\$ 8,000
632	14	Each	Pedestrian Signal Head, As Per Plan	\$ 800.00	\$ 11,200
632	14	Each	Covering of Vehicular Signal Head	\$ 50.00	\$ 700
632	14	Each	Covering of Pedestrian Signal Head	\$ 50.00	\$ 700
632	8	Each	Covering of Pedestrian Pushbutton	\$ 50.00	\$ 400
632	8	Each	Pedestrian Pushbutton, As Per Plan	\$ 350.00	\$ 2,800
632	6	Each	Signal Support, Type TC-81.22, Design No. 4, As Per Plan	\$ 20,000.00	\$ 120,000
632	6	Each	Signal Support Foundation, As Per Plan	\$ 8,000.00	\$ 48,000
632	11	Each	Pedestal Foundation, As Per Plan	\$ 1,500.00	\$ 16,500
632	11	Each	Pedestal, 10.7', As Per Plan	\$ 2,500.00	\$ 27,500
632	3000	LF	Signal Cable, 7 Conductor, No. 14 AWG	\$ 4.00	\$ 12,000
632	2000	LF	Loop Detector Lead-in Cable	\$ 2.50	\$ 5,000
632	2	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 900.00	\$ 1,800
632	200	LF	Power Cable, 2 Conductor, No. 6 AWG, As Per Plan	\$ 4.50	\$ 900
632	2	Each	Power Service, As Per Plan	\$ 3,000.00	\$ 6,000
632	7	Each	Signalization, Misc.: Stop Line Radar Detection Unit	\$ 10,000.00	\$ 70,000
633	2	Each	Removal of Traffic Signal Installation, As Per Plan	\$ 2,000.00	\$ 4,000
633	2	Each	Controller Unit, Type TS-2/A2 with Cabinet, Type TS-2, As Per Plan	\$ 25,000.00	\$ 50,000
633	2	Each	Cabinet Foundation	\$ 3,000.00	\$ 6,000
633	2	Each	Controller Work Pad	\$ 1,000.00	\$ 2,000
632	2	Each	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	\$ 8,600.00	\$ 17,200
	1	L. Sum	Traffic Signal Misc.	\$ 25,000.00	\$ 25,000
			Traffic Signal Subtotal =	\$	525,000
			Landscape		
661	300	EA	Deciduous Street Tree	\$ 700.00	\$ 210,000
661	1	L. Sum	Misc. Landscape	\$ 40,000.00	\$ 40,000
			Landscape Subtotal =	\$	250,000
			Retaining Wall		
507	1	L. Sum	Retaining Wall 1: Soldier Pile Wall	\$ 650,000.00	\$ 650,000
870	1	L. Sum	Retaining Wall 2: Modular Block Wall	\$ 60,000.00	\$ 60,000
870	1	L. Sum	Retaining Wall 3: Modular Block Wall	\$ 60,000.00	\$ 60,000
511	1	L. Sum	Retaining Wall 4: Cast in Place Wall at 36" Storm	\$ 110,000.00	\$ 110,000
	1	L. Sum	Retaining Wall Misc.	\$ 44,000.00	\$ 44,000
			Retaining Wall Subtotal =	\$	924,000

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Structure		
611	1	L. Sum	Box Culvert: 8'x5' with Headwalls/Wingwalls	\$ 375,000.00	\$ 375,000
611	1	L. Sum	Box Culvert: 8'x4' with Headwalls/Wingwalls	\$ 250,000.00	\$ 250,000
	1	L. Sum	Structure Misc.	\$ 31,300.00	\$ 31,300
			Structure Subtotal =	\$	657,000
			Maintenance of Traffic		
614	1	Lump	Maintaining Traffic, As Per Plan	\$ 225,000.00	\$ 225,000
	1	L. Sum		\$ 11,250.00	\$ 11,250
			Maintenance of Traffic Subtotal =	\$	237,000
			Miscellaneous		
619	15	Months	Field Office, Type C	\$ 3,000.00	\$ 45,000.00
623	1	L.Sum	Construction Layout Stakes	\$ 40,000.00	\$ 40,000.00
624	1	L.Sum	Mobilization	\$ 200,000.00	\$ 200,000.00
SPEC	1	L.Sum	Electronic Document Processing	\$ 5,000.00	\$ 5,000.00
			Miscellaneous Subtotal =	\$	290,000
* Denotes Contingency to be used as direct.					



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the Construction of Waggoner Road Phase II Improvement Project, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

meet contract deadlines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE WAGGONER ROAD, PHASE II IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, on July 25, 2022, this Council passed Resolution No. 2022-05 authorizing the Mayor to seek financial assistance from the OPWC State Capital Improvement Program to fund capital infrastructure improvements to Waggoner Road from East Broad Street to Priestly Drive; and

WHEREAS, the location of the infrastructure improvements will be along Waggoner Road beginning at East Broad Street to Priestly Drive; and

WHEREAS, the total estimated project cost to date is fourteen million, eight hundred thousand dollars (\$14,800,000), of which nine million, eight hundred and ninety-seven thousand dollars (\$9,897,000) would be the City's estimated costs funded from TIF receipts (the remaining four million, eight hundred and ninety-eight thousand dollars (\$4,898,000) is a combination of grant, low interest loan and other public sector funds); and

WHEREAS, OPWC has approved the City's application for grant funding for Waggoner Road Phase II Improvement Project and has agreed to provide funding, not to exceed four million dollars (\$4,000,000) for the purpose of financing and reimbursing costs associated with the Project; and

WHEREAS, of the funds to be provided by OPWC, three million dollars (\$3,000,000) is being provided as a grant and one million dollars (\$1,000,000) is being provided as a loan at zero percent (0%) interest to be paid over thirty (30) years.

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

SECTION 1: The City accepts the OPWC award for the Waggoner Road Phase II Improvement Project in the form of a grant/loan not to exceed four million dollars (\$4,000,000).

SECTION 2. That, in accepting this award, the City also accepts the loan as set forth in the OPWC Agreement and Promissory Note.

SECTION 3. That funds, when received, be appropriated to account number 410.000.0199.5659 CIP Miscellaneous Infrastructure.

SECTION 4. That the Mayor and City Auditor are hereby authorized and directed to enter into an agreement with the Ohio Public Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

SECTION 5: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to meet contract deadlines and complete the project on schedule; therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: August 28, 2023
To: City of Reynoldsburg
From: Ryan Andrews, PE
Subject: Waggoner Road Phase 1 and 2
Copies: Mike Brehm, EMH&T

The following summarizes the current planning cost estimates and schedule information relating to the Waggoner Road Phase 1 and 2 projects.

1. Project Cost and Funding – The Phase 1 cost estimate is based on Stage 3 (90% complete) engineering plans and specifications, while the Phase 2 cost estimate is based on the Stage 1 (30% complete plans). Both estimates are based on pricing trends that have been observed on recently bid projects. Please note, that after a period of relative price stability in the construction industry (2015-2020), the construction cost index has raised approximately 25% over the course of the past three years. Therefore, the estimate for the Phase 2 project has been escalated by 5% since it is expected to bid in 2024. The opinions of probable cost and budget, are:
 - a. Phase 1: This estimate includes the remaining items of work that are not currently ongoing under existing contracts or purchase orders, which are land acquisition, construction, contingency, and construction administration.

Phase 1	
Outstanding Project Costs	
Project Component	Opinion of Probable Cost
Construction	\$ 9,472,000
Construction Contingency	\$ 948,000
R/W Purchases	\$ 250,000
Construction Management/Inspection	\$ 834,000
Total Unappropriated Costs	\$ 11,504,000
Funding	
Funding Source	Amount
OPWC Grant	\$ 2,625,000
OPWC Loan	\$ 875,000
Franklin County Original Commitment	\$ 729,000
Franklin County Additional Bridge	\$ 287,000
Remaining Balance (City)	\$ 6,988,000

- b. Phase 2: Similarly, this estimate includes items that are not currently underway, which are final engineering, land acquisition & appraisal consultant services, construction, contingency, and construction administration.

Phase 2	
Outstanding Project Costs	
Project Component	Opinion of Probable Cost
Construction	\$ 10,952,000
Inflation (5%)	\$ 547,000
Construction Contingency	\$ 1,096,000
R/W Purchases	\$ 250,000
R/W Acquisition Services	\$ 290,000
Final Engineering and Bidding	\$ 650,000
Construction Management/Inspection	\$ 1,010,000
Total Unappropriated Costs	\$ 14,795,000
Funding	
Funding Source	Amount
OPWC Grant	\$ 3,000,000
OPWC Loan	\$ 1,000,000
Franklin County Commitment	\$ 898,000
Remaining Balance (City)*	\$ 9,897,000
* SS4A Grant for \$5,993,000 is under review by US DOT	
Would reduce City commitment to \$3,904,000 for Ph. 2	

- c. Detailed estimates are attached to this memorandum.
2. Cost Breakouts – We understand the City would like to explore opportunities to use utility funds to pay for portions of each project. The following are estimates for the total cost of items that would be eligible under the categories of water, sanitary, storm, or roadway/general fund. Please note that many items overlap and could be funded by more than one category. Therefore, these do not sum up to the total project cost.
 - a. Phase 1
 - i. Water: \$1,614,000
 - ii. Sanitary: \$8,000
 - iii. Storm: \$3,535,000
 - iv. Roadway/General: \$11,504,000
 - b. Phase 2
 - i. Water: \$746,000
 - ii. Sanitary: \$5,000
 - iii. Storm: \$4,234,000
 - iv. Roadway: \$14,795,000
3. OPWC Coordination – There are two project deadlines associated with OPWC funded projects that may require an applicant to request a formal schedule modification from the District 3 Public Works Integrating Committee. These are:
 - a. Phase 1:
 - i. Construction start by 6/30/23 – While this date has passed, the committee does allow the purchasing of construction materials to satisfy this requirement. The City purchased fire hydrants for the project, which satisfies the construction start date requirement.
 - ii. Construction completion by 6/30/26 – If we do not close-out the project by this date, we will need to request a time extension. Due to utility relocation, County bridge coordination, and land acquisition, we would have several justifiable reasons to request and be granted an extension. I am personally on the District 3 committee that reviews and approves these requests and I have never seen one get disapproved.
 - b. Phase 2:
 - i. Construction start by 6/30/24 – The project may not be bid and under construction by this date. If this becomes a reality, we should consider purchasing equipment for the project (hydrants, light poles, etc.) prior to this date, similar to phase one to fulfil this requirement.

- ii. Construction completion by 6/30/27 – We will monitor construction progress and request a time extension through the Committee if it appears as though this project will extend beyond this date.
 - c. Based on the above, I do not believe there is a need to make any requests to OPWC for time extensions for either project at this time.
- 4. Construction Schedule – Without having the contractor selected and under contract, it is difficult to predict the construction schedule for either phase. For both phases, we anticipate allowing the contractor to have a full year (365 calendar days) to complete the work from the notice to proceed date.
- 5. FCEO Contribution – The County Engineer’s contributions for both phases of work are:
 - a. Phase 1: \$729,000
 - b. Phase 2: \$898,000
 - c. Additional Contribution for Phase 1 Slab Replacement anticipated at \$287,000+/- . We are currently working with the County to verify this contribution to the project.
- 6. Construction Costs Saved Due to County Bridge Work – As we discussed in a prior meeting the County is requesting that the entire top slab of the existing roadway culvert over French Run be replaced. They have tentatively agreed to pay this cost, which is anticipated at \$287,000. This does not create any savings on the City’s side of the ledger for this project.

Please let me know if you would like to meet to discuss the project costs and schedule in more detail.

Attachments: 1. Phase 1 Opinion of Probable Cost
 2. Phase 2 Opinion of Probable Cost

Waggoner Road Improvements - Phase 1 Preliminary Opinion of Project Cost

Description	Opinion of Cost
Construction	
Roadway Subtotal =	\$1,533,000
Sediment & Erosion Control Subtotal =	\$143,000
Drainage Subtotal =	\$1,822,000
Pavement Subtotal =	\$1,661,000
Water Works Subtotal =	\$1,351,000
Sanitary Subtotal =	\$8,000
Lighting Subtotal =	\$663,000
Traffic Control Subtotal =	\$182,000
Traffic Signal Subtotal =	\$360,000
Landscape Subtotal (includes Cemetery Project) =	\$271,000
Retaining Wall Subtotal =	\$188,000
Structure Subtotal =	\$736,000
Maintenance of Traffic Subtotal =	\$264,000
Miscellaneous Subtotal =	\$290,000
Construction Subtotal =	\$9,472,000
Contingency (10%) =	\$948,000
Construction Total with Contingency =	\$10,420,000
Soft Costs	
Survey & Engineering =	\$470,000
Right-of-way Acquisition Services =	\$170,000
Purchase of Right-of-Way =	\$250,000
Reimbursable Private Utility Relocations =	\$0
Construction Management & Inspection (8%) =	\$834,000
Opinion of Total Project Cost =	\$12,144,000

Pricing reflects probable construction costs obtainable in the project locality on the date of this statement of probable costs. Unit rates have been obtained from historical records and/or discussion with contractors. The unit rates reflect current bid costs in the area. This opinion is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors and general contractors. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since EMH&T has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, the statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents EMH&T's best judgment as a consultant familiar with the construction industry. EMH&T does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Roadway		
201	1	L. Sum	Clearing and Grubbing	\$ 50,000.00	\$ 50,000
202	24	Each	Catch Basin or Inlet Removed	\$ 500.00	\$ 12,000
202	5	Each	Headwall Removed	\$ 750.00	\$ 3,750
202	23	Each	Valve Removed	\$ 500.00	\$ 11,500
202	11	Each	Fire Hydrant Removed	\$ 500.00	\$ 5,500
202	6100	Ft	Pipe Removed, 24" and Under	\$ 16.00	\$ 97,600
202	120	Ft	Pipe Removed, Above 24"	\$ 30.00	\$ 3,600
202	90	Ft	Pipe Filled In Place	\$ 30.00	\$ 2,700
202	1350	Sq. Ft.	Walk Removed	\$ 3.00	\$ 4,050
202	650	Ft	Fence Removed For Reuse or Storage	\$ 15.00	\$ 9,750
202	1450	Ft	Curb and Gutter Removed	\$ 10.00	\$ 14,500
202	525	Ft	Curb Removed	\$ 9.00	\$ 4,725
202	675	Ft	Guardrail Removed	\$ 3.00	\$ 2,025
202	445	Sq. Yd.	Pavement Removed (Concrete)	\$ 20.00	\$ 8,900
202	14	Sq. Yd.	Pavement Removed (Brick)	\$ 20.00	\$ 280
203	8999	Cu Yd	Excavation	\$ 30.00	\$ 269,970
203	9048	Cu Yd	Embankment	\$ 25.00	\$ 226,200
204	6,630	Sq Yd	Subgrade Compaction	\$ 4.00	\$ 26,520
204	4	Hour	Proof Rolling	\$ 250.00	\$ 1,000
204*	810	Cu Yd	Undercutting and Disposal of Unsuitable Materials	\$ 25.00	\$ 20,250
204*	810	Cu Yd	Granular Material, Type B	\$ 55.00	\$ 44,550
204*	810	Cu Yd	Granular Material, No. 2 Stone	\$ 50.00	\$ 40,500
204*	1,660	Sq Yd	Geotextile Fabric Type D	\$ 2.00	\$ 3,320
204*	1,660	Sq Yd	Geogrid	\$ 4.00	\$ 6,640
206	20,250	Sq Yd	Cement Stabilized Subgrade (12" Deep)	\$ 6.00	\$ 121,500
206	600	Ton	Cement	\$ 200.00	\$ 120,000
206	20,250	Sq Yd	Curing Coat	\$ 1.00	\$ 20,250
206	11	Hour	Test Rolling (For Cement Stabilized Subgrade)	\$ 300.00	\$ 3,300
206	1	L. Sum	Mixture Design for Chemically Stabilized Soils	\$ 10,000.00	\$ 10,000
606	400	Ft	Guardrail, Type MGS	\$ 27.00	\$ 10,800
606	4	Each	Anchor Assembly, MGS Type E	\$ 2,800.00	\$ 11,200
606	2	Each	Anchor Assembly, MGS Type T	\$ 1,400.00	\$ 2,800
ODOT 607	400	Ft	Fence, Misc.: Wood Fence (ODOT RM-5.2)	\$ 55.00	\$ 22,000
608	18350	Sq. Ft.	Concrete Walk (T=4 Inch)	\$ 10.00	\$ 183,500
608	3350	Sq. Ft.	Concrete Walk (T=6 Inch)	\$ 13.00	\$ 43,550
608	3900	Sq. Ft.	Concrete Walk (T=8 Inch)	\$ 16.00	\$ 62,400
608	120	Sq. Ft.	Concrete Walk, As Per Plan	\$ 20.00	\$ 2,400
608	51	Each	Curb Ramps, Cost to Finish	\$ 450.00	\$ 22,950
608	540	Sq. Ft.	Detectable Warning	\$ 40.00	\$ 21,600
Special	14	Each	Mailbox Removed and Reset	\$ 300.00	\$ 4,200
			Roadway Subtotal =	\$	1,533,000
			Sediment & Erosion Control		
207*	7,000	Sq Yd	Construction Seeding and Mulching	\$ 1.00	\$ 7,000
207	2800	Ft	Perimeter Filter Fabric Fence	\$ 3.00	\$ 8,400
207	36	Each	Filter Fabric Ditch Check	\$ 75.00	\$ 2,700
207	7	Each	Rock Ditch Check	\$ 100.00	\$ 700
207	127	Each	Inlet Protection	\$ 120.00	\$ 15,240
207	1	L. Sum	Designated Concrete Washout Area	\$ 5,000.00	\$ 5,000
659	1,560	Cu Yd	Topsoil (T=4")	\$ 40.00	\$ 62,400
659	1.89	Ton	Commercial Fertilizer, As Per Plan	\$ 1,000.00	\$ 1,890
659	14,000	Sq Yd	Seeding and Mulching, As Per Plan	\$ 2.00	\$ 28,000
659	76	M Gal	Water	\$ 20.00	\$ 1,520
659*	700	Sq Yd	Repair Seeding and Mulching, As Per Plan	\$ 2.00	\$ 1,400
670	310	Sq Yd	Ditch Erosion Protection Mat, Type A	\$ 3.00	\$ 930
670	1,550	Sq Yd	Slope Erosion Protection Mat, As Per Plan	\$ 5.00	\$ 7,750
			Sediment & Erosion Control Subtotal =	\$	143,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Drainage		
601	47	Cu Yd	Rock Channel Protection Type A w/ Filter	\$ 140.00	\$ 6,580
601	23	Cu Yd	Rock Channel Protection Type B w/ Filter	\$ 120.00	\$ 2,760
604	69	Each	Curb and Gutter Inlet (ST-10)	\$ 3,800.00	\$ 262,200
604	2	Each	Curb and Gutter Inlet (AA-S125B)	\$ 4,700.00	\$ 9,400
604	22	Each	Catch Basin (ST-13)	\$ 2,500.00	\$ 55,000
604	1	Each	Curb Inlet Manhole (AA-S121) with Casting (AA-S142)	\$ 5,000.00	\$ 5,000
604	47	Each	Manhole, Type C (ST-3)	\$ 5,800.00	\$ 272,600
604	1	Each	ACO Klassik Drain-K300 12" Internal Width with Ductile Iron Slotted Grate or Approved Equal	\$ 10,000.00	\$ 10,000
605	8,410	Ft	4" Pipe Underdrain	\$ 13.00	\$ 109,330
ODOT 611*	50	Ft	6" Conduit, Type C	\$ 50.00	\$ 2,500
ODOT 611*	50	Ft	8" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	12" Conduit, Type C	\$ 70.00	\$ 3,500
ODOT 611*	50	Ft	15" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	18" Conduit, Type C	\$ 110.00	\$ 5,500
ODOT 611	2	Each	Full Height Headwall (HW-1.1) (48" Culvert)	\$ 8,000.00	\$ 16,000
ODOT 611	2	Each	Full Height Headwall (HW-1.1) (60" Culvert)	\$ 10,000.00	\$ 20,000
ODOT 611	740	Ft	4" Conduit, Type F for Underdrain Outlet	\$ 30.00	\$ 22,200
901	32	Ft	8" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 75.00	\$ 2,400
901	100	Ft	12" Pipe, with Type 1 Bedding, with Item 911 Compacted Backfill	\$ 100.00	\$ 10,000
901	2500	Ft	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 115.00	\$ 287,500
901	1325	Ft	12" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 159,000
901	135	Ft	15" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 16,200
901	110	Ft	15" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 130.00	\$ 14,300
901	45	Ft	18" Pipe, with Type 1 Bedding, with Item 911 Compacted Granular Material	\$ 120.00	\$ 5,400
901	1030	Ft	18" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 140.00	\$ 144,200
901	40	Ft	18" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 145.00	\$ 5,800
901	900	Ft	24" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 175.00	\$ 157,500
901	20	Ft	48" Pipe (706.02), with Type 1 Bedding, with Item 911 Compacted Backfill	\$ 200.00	\$ 4,000
901	75	Ft	48" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 300.00	\$ 22,500
901	30	Ft	60" Pipe (706.02), with Type 1 Bedding, with Item 911 Compacted Backfill	\$ 600.00	\$ 18,000
901	75	Ft	60" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 800.00	\$ 60,000
895	2	Each	Manufactured Water Quality Structure, Type 3	\$ 30,000.00	\$ 60,000
915	2	Each	Cleanout (AA-S161)	\$ 400.00	\$ 800
SPEC	48	Each	Concrete Collar for Manholes in Pavement	\$ 900.00	\$ 43,200
			Drainage Subtotal =	\$	1,822,000
			Pavement		
252	1,000	Ft	Full Depth Pavement Sawing	\$ 2.00	\$ 2,000
254	470	Sq Yd	Pavement Planing (T=1.50")	\$ 5.00	\$ 2,350
254	100	Sq Yd	Pavement Planing (T=3.25")	\$ 7.00	\$ 700
259	89	Cu Yd	Driveway Pavement Replacement, Type 3A (R-3)	\$ 380.00	\$ 33,820
259	32	Cu Yd	Driveway Pavement Replacement, Type 3C (R-3)	\$ 75.00	\$ 2,400
301	3,030	Cu Yd	Asphalt Concrete Base (T=6")	\$ 170.00	\$ 515,100
304	2,550	Cu Yd	Aggregate Base	\$ 75.00	\$ 191,250
407	2,000	Gal	Non-Tracking Tack Coat (0.055 Gal/SY) (For Full-Depth)	\$ 3.50	\$ 7,000
407	50	Gal	Non-Tracking Tack Coat (0.085 Gal/SY) (For Resurfacing)	\$ 3.50	\$ 175
423	313	Pound	Crack Sealing	\$ 12.00	\$ 3,756
441	890	Cu Yd	Asphalt Concrete, Intermediate Course, Type 2, (448), (For Full-Depth)	\$ 190.00	\$ 169,100
441	760	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Full-Depth)	\$ 220.00	\$ 167,200
441	30	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Resurfacing)	\$ 220.00	\$ 6,600
452	1,567	Sq Yd	Non-Reinforced Concrete Pavement (T=8") (R-12)(Commercial Driveway)	\$ 100.00	\$ 156,700
452	273	Sq Yd	Non-Reinforced Concrete Pavement (T=6") (R-11) (Residential Driveway)	\$ 90.00	\$ 24,570
609	1,120	Ft	Curb, Straight 18" (R-8)	\$ 25.00	\$ 28,000
609	20	Sq Yd	Concrete Median (T=9")	\$ 150.00	\$ 3,000
609	9,150	Ft	Combination Curb and Gutter (R-5)	\$ 30.00	\$ 274,500
SS 1530	230	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (For SUP)	\$ 300.00	\$ 69,000
SPEC	190	Sq Yd	Pavement Overlay Fabric (Glassgrid 8502 or Approved Equal)	\$ 15.00	\$ 2,850
			Pavement Subtotal =	\$	1,661,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Water Works		
801	70	Ft	4" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 150.00	\$ 10,500
801	210	Ft	6" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 170.00	\$ 35,700
801	180	Ft	6" Ductile Iron Pipe and Fittings	\$ 180.00	\$ 32,400
801	300	Ft	8" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 180.00	\$ 54,000
801	4475	Ft	12" Ductile Iron Pipe and Fittings	\$ 200.00	\$ 895,000
801*	620	Lb	Ductile Iron Fittings, Increase or Decrease	\$ 6.00	\$ 3,720
801*	10	Cu Yd	Concrete Blocking Class C, Increase or Decrease	\$ 250.00	\$ 2,500
802	2	Each	4" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 2,000.00	\$ 4,000
802	22	Each	6" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 2,800.00	\$ 61,600
802	7	Each	8" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 3,000.00	\$ 21,000
802	6	Each	12" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 4,000.00	\$ 24,000
805	2	Each	3/4" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 6,000
805	5	Each	1" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 15,000
805	1	Each	1 1/4" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 3,000
805	2	Each	1 1/2" Water Service Line Transfer (WA-4, WA-5)	\$ 3,200.00	\$ 6,400
805	4	Each	2 Water Service Line Transfer (WA-4, WA-5)	\$ 3,300.00	\$ 13,200
805	1	Each	2" Water Tap	\$ 5,000.00	\$ 5,000
805*	200	Ft	3/4" Type K Copper Tubing, As Per Plan	\$ 125.00	\$ 25,000
807	3	Each	Valve Boxes Adjusted to Grade	\$ 500.00	\$ 1,500
809	16	Each	Fire Hydrant, Type A (WA-10)	\$ 4,800.00	\$ 76,800
809	1	Each	Fire Hydrant, Type B (WA-12)	\$ 4,800.00	\$ 4,800
811*	105	Cu Yd	Increase or Decrease in Excavation and Backfill	\$ 85.00	\$ 8,925
812	1	Each	1.5" Air Release Outlet	\$ 2,500.00	\$ 2,500
Special	1	Each	Water Pressure Vault Adjusted to Grade	\$ 2,000.00	\$ 2,000
Special	1	Each	Water Meter Pit Adjusted to Grade	\$ 2,000.00	\$ 2,000
Special	37	Each	Concrete Collar for Water Valves and Water Services	\$ 750.00	\$ 27,750
Special	1	L. Sum	Survey Coordinates	\$ 6,000.00	\$ 6,000
			Water Works Subtotal =	\$	1,351,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Sanitary		
604	6	Each	Manhole Adjusted to Grade, Sanitary	\$ 1,000.00	\$ 6,000
604	1	Each	Manhole Reconstructed to Grade, Sanitary	\$ 2,000.00	\$ 2,000
			Sanitary Subtotal =	\$	8,000
			Lighting		
625	3021	LF	No. 6 AWG 6000 Volt Distribution Cable	\$ 3.00	\$ 9,063
625	528	LF	No. 10 AWG 6000 Volt Distribution Cable	\$ 2.00	\$ 1,056
625	1	Each	Power Service, Misc.: Sign Electrical Power System	\$ 8,000.00	\$ 8,000
1001	1320	LF	2 1/2" conduit, Concrete Encased in Trench (MIS-700), As Per Plan	\$ 38.00	\$ 50,160
1001	4500	LF	2" Conduit, Encased in Trench (MIS-700)	\$ 35.00	\$ 157,500
1001	65	LF	2" Conduit, Jacking, Drilling or Pushing (MIS-701)	\$ 50.00	\$ 3,250
1001	1	Each	120/240V Pad Mounted Lighting Control Center , As Per Plan	\$ 8,000.00	\$ 8,000
1001	1	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 900.00	\$ 900
1001	37	Each	Luminaire, Post Top, 60W LED, As Per Plan	\$ 2,500.00	\$ 92,500
1001	27	Each	Light Pole, As Per Plan	\$ 2,800.00	\$ 75,600
1001	10	Each	Light Pole with Banner Arm and Receptacles, As Per Plan	\$ 3,000.00	\$ 30,000
1001	37	Each	Street Light Foundation, 4' (MIS-200)	\$ 1,800.00	\$ 66,600
1001	25	Each	Pull Box, 13"x24"	\$ 1,200.00	\$ 30,000
1001	1413	CKT FT	Underground Lighting Circuit, 6-Wire (MIS-404), As Per Plan	\$ 20.00	\$ 28,260
1001	3697	CKT FT	Underground Lighting Circuit, 3-Wire (MIS-404), As Per Plan	\$ 15.00	\$ 55,455
1001	37	Each	Pole to be Wired (MIS-501), As Per Plan	\$ 1,200.00	\$ 44,400
1001	1	Each	Removal of Existing Light Pole Foundation	\$ 500.00	\$ 500
1001	1	Each	Street Light Relocation, Standard, As Per Plan (MIS-503)	\$ 1,000.00	\$ 1,000
			Lighting Subtotal =	\$	663,000
			Traffic Control		
625	163	LF	Conduit Encased, 2", 725.051	\$ 35.00	\$ 5,705
625	163	LF	Trench	\$ 15.00	\$ 2,445
625	2	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,200.00	\$ 2,400
625	3	Each	Ground Rod	\$ 350.00	\$ 1,050
625	474	LF	No. 8 AWG 6000 Volt Distribution Cable	\$ 2.50	\$ 1,185
621	12	Each	Barrier Reflector, Type 2, Bi-Directional	\$ 50.00	\$ 600
630	588	LF	Ground Mounted Support, Type S, As Per Plan	\$ 20.00	\$ 11,760
630	2	Each	Street Name Sign Support, As Per Plan	\$ 300.00	\$ 600
630	2	Each	Street Name Sign, As Per Plan	\$ 300.00	\$ 600
630	241	Sq Ft	Sign, Flat Sheet, Type G, As Per Plan	\$ 35.00	\$ 8,435
630	8	Each	Sign Support Assembly, Pole Mounted, As Per Plan	\$ 200.00	\$ 1,600
630	31	Each	Removal of Ground Mounted Support and Disposal	\$ 30.00	\$ 930
630	40	Each	Removal of Ground Mounted Sign and Storage, As Per Plan	\$ 30.00	\$ 1,200
630	7	Each	Removal of Ground Mounted Sign and Reerection, As Per Plan	\$ 100.00	\$ 700
630	2	Each	Removal of School Flasher Assembly	\$ 1,000.00	\$ 2,000
630	2.00	Each	School Speed limit Sign Assembly, As Per Plan	\$ 12,000.00	\$ 24,000
630	1	Each	Signing, Misc.: Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly (Two Post Setup)	\$ 20,000.00	\$ 20,000
630	2	Each	Signing, Misc.: Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly (Three Post Setup)	\$ 25,000.00	\$ 50,000
630	5	Each	Removal and Reerection of Private Sign	\$ 1,000.00	\$ 5,000
632	1	Each	2" Conduit Riser, SCH 80 PVC	\$ 900.00	\$ 900
632	105	LF	Power Cable, 2 Conductor, No. 8 AW	\$ 4.00	\$ 420
632	1	EA	Power Service, As Per Plan	\$ 3,000.00	\$ 3,000
644	0.12	MILE	Edge Line, 4"	\$ 5,500.00	\$ 660
644	1.68	MILE	Center Line, 4"	\$ 8,000.00	\$ 13,440
644	412	LF	Channelizing Line, 8"	\$ 5.00	\$ 2,060
644	90	LF	Stop Line, 24"	\$ 10.00	\$ 900
644	46	Each	Lane Arrow	\$ 200.00	\$ 9,200
644	746	LF	Crosswalk Line, 12"	\$ 7.00	\$ 5,222
644	2	Each	School Symbol Marking, 96 Inch	\$ 1,000.00	\$ 2,000
644	151	LF	Transverse Line, 24"	\$ 10.00	\$ 1,510
647	140	LF	Crosswalk Line, 24"	\$ 15.00	\$ 2,100
			Traffic Control Subtotal =	\$	182,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Traffic Signal		
625	255	LF	Conduit Encased, 2", 725.051	\$ 35.00	\$ 8,925
625	558	LF	Conduit, 2", 725.051	\$ 10.00	\$ 5,580
625	28	LF	Conduit, 3", 725.051	\$ 15.00	\$ 420
625	1	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,200.00	\$ 1,200
625	5	Each	Pull Box, 725.08, 27" (COC STD 4022), As Per Plan	\$ 2,200.00	\$ 11,000
625	411	LF	Trench	\$ 15.00	\$ 6,165
625	411	LF	Plastic Caution Tape	\$ 1.00	\$ 411
625	16	Each	Ground Rod	\$ 350.00	\$ 5,600
625	1	Each	Luminaire, Post Top, As Per Plan	\$ 2,500.00	\$ 2,500
625	1	Each	Connection, Fused Pull-Apart, Type II	\$ 145.00	\$ 145
625	1	Each	Connection, Unfused Pull-Apart, Type III	\$ 145.00	\$ 145
625	288	LF	No. 8 AWG 600 Volt Distribution Cable (Combination Lighting)	\$ 2.50	\$ 720
625	582	LF	No. 4 AWG 600 Volt Distribution Cable, As Per Plan (Grounding and Bonding)	\$ 3.50	\$ 2,037
625	40	LF	Pole and Bracket Cable, No. 10 AWG, 600 Volt	\$ 2.00	\$ 80
630	2	Each	Street Name Sign, As Per Plan	\$ 500.00	\$ 1,000
630	4	Each	Signing, Misc.: Reuse of Existing Street Name Signs	\$ 200.00	\$ 800
632	2	Each	Reuse of Radar Detector, As Per Plan	\$ 200.00	\$ 400
632	4	Each	Reuse of Vehicular Signal Head, As Per Plan	\$ 200.00	\$ 800
632	4	Each	Vehicular Signal Head, LED, 3-Section, 12" Lens, 1-Way, As Per Plan	\$ 1,300.00	\$ 5,200
632	3	Each	Vehicular Signal Head, LED, 5-Section, 12" Lens, 1-way, As Per Plan	\$ 2,000.00	\$ 6,000
632	11	Each	Pedestrian Signal Head, As Per Plan	\$ 800.00	\$ 8,800
632	7	Each	Covering of Vehicular Signal Head	\$ 50.00	\$ 350
632	11	Each	Covering of pedestrian Signal Head	\$ 50.00	\$ 550
632	10	Each	Covering of Pedestrian Pushbutton	\$ 50.00	\$ 500
632	10	Each	Pedestrian Pushbutton, As Per Plan	\$ 350.00	\$ 3,500
632	3	Each	Signal Support, Type TC-81.22, Design No. 4, As Per Plan	\$ 20,000.00	\$ 60,000
632	1	Each	Signal Support, Type TC-81.22, Design No. 12, As Per Plan	\$ 24,000.00	\$ 24,000
632	1	Each	Combination Signal Support, Type TC-81.22, Design No. 12, As Per Plan	\$ 25,000.00	\$ 25,000
632	5	Each	Signal Support Foundation, As Per Plan	\$ 8,000.00	\$ 40,000
632	9	Each	Pedestal Foundation, As Per Plan	\$ 1,500.00	\$ 13,500
632	9	Each	Pedestal, 10.7', As Per Plan	\$ 2,500.00	\$ 22,500
632	2342	LF	Signal Cable, 7 Conductor, No. 14 AWG	\$ 4.00	\$ 9,368
632	1480	LF	Loop Detector Lead-in Cable	\$ 2.50	\$ 3,700
632	1	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 900.00	\$ 900
632	67	LF	Power Cable, 2 Conductor, No. 6 AWG, As Per Plan	\$ 4.50	\$ 302
632	1	Each	Power Service, As Per Plan	\$ 3,000.00	\$ 3,000
632	3	Each	Signalization, Misc.: Stop Line Radar Detection Unit	\$ 10,000.00	\$ 30,000
633	1	Each	Removal of Traffic Signal Installation, As Per Plan	\$ 2,000.00	\$ 2,000
633	1	Each	Controller Unit, Type TS-2/A2 with Cabinet, Type TS-2, As Per Plan	\$ 25,000.00	\$ 25,000
633	1	Each	Controller Item, Misc.: Cabinet Modification	\$ 10,000.00	\$ 10,000
633	1	Each	Cabinet Foundation	\$ 3,000.00	\$ 3,000
633	1	Each	Controller Work Pad	\$ 1,000.00	\$ 1,000
632	1	Each	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	\$ 8,600.00	\$ 8,600
SPECIAL	1	Each	Field Paint Signal Equipment	\$ 5,000.00	\$ 5,000
			Traffic Signal Subtotal =	\$	360,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Landscape		
607	7	EA	Stone Column, Per Detail	\$ 9,800.00	\$ 68,600
607	980	L.F.	Fence, Type CLT, Per Detail	\$ 65.00	\$ 63,700
661	18	EA	Deciduous Tree, Somerset Red Maple, 2" Cal., B&B	\$ 600.00	\$ 10,800
661	5	EA	Deciduous Tree, Green Mountain Sugar Maple, 2.5" Cal., B&B	\$ 650.00	\$ 3,250
661	18	EA	Deciduous Tree, Prairie Pride Hackberry, 2.5" Cal., B&B	\$ 650.00	\$ 11,700
661	29	EA	Deciduous Tree, Winter King Hawthorn, 2" Cal., B&B	\$ 600.00	\$ 17,400
661	3	EA	Deciduous Tree, Tulip Poplar, 2.5" Cal., B&B	\$ 650.00	\$ 1,950
661	3	EA	Deciduous Tree, Snowdrift Crabapple, 2" Cal., B&B	\$ 600.00	\$ 1,800
661	10	EA	Deciduous Tree, Wildfire Tupelo, 2.5" Cal., B&B	\$ 650.00	\$ 6,500
661	1	EA	Evergreen Tree, Norway Spruce, 6' Ht., B&B	\$ 650.00	\$ 650
661	15	EA	Deciduous Tree, Sawtooth Oak, 2.5" Cal., B&B	\$ 650.00	\$ 9,750
661	5	EA	Deciduous Tree, White Oak, 2.5" Cal., B&B	\$ 650.00	\$ 3,250
661	2	EA	Deciduous Tree, Swamp White Oak, 2.5" Cal., B&B	\$ 650.00	\$ 1,300
661	2	EA	Deciduous Tree, Burr Oak, 2.5" Cal., B&B	\$ 650.00	\$ 1,300
661	8	EA	Deciduous Tree, Chinkapin Oak, 2.5" Cal., B&B	\$ 650.00	\$ 5,200
661	7	EA	Deciduous Tree, Red Oak, 2.5" Cal., B&B	\$ 650.00	\$ 4,550
661	3	EA	Deciduous Tree, Black Locust, 2.5" Cal., B&B	\$ 650.00	\$ 1,950
661	5	EA	Deciduous Tree, Boulevard American Linden, 2.5" cal., B&B	\$ 650.00	\$ 3,250
661	8	EA	Deciduous Tree, Princeton American Elm, 2.5" Cal., B&B	\$ 650.00	\$ 5,200
661	15	EA	Deciduous Shrub, Green Velvet Boxwood, 24" Ht., Cont.	\$ 75.00	\$ 1,125
661	7	EA	Perennial , Sunset Returns Daylily, 12" Ht., Cont.	\$ 40.00	\$ 280
661	7	EA	Perennial , Minuteman Hosta, 12" Ht., Cont.	\$ 40.00	\$ 280
661	5	EA	Deciduous Shrub, Alice Oakleaf Hydrangea, 24" Ht., Cont.	\$ 75.00	\$ 375
661	2	EA	Perennial , Maiden Grass, 24" Ht., Cont.	\$ 75.00	\$ 150
661	80	EA	Deciduous Shrub, Hicks Anglo-Japanese Yew, 24" Ht., Cont.	\$ 75.00	\$ 6,000
661	6	EA	Perennial , Blue Bomb Speedwell, 24" Ht., Cont.	\$ 75.00	\$ 450
661	5	EA	Deciduous Shrub, Arrowwood Viburnum, 24" Ht., Cont.	\$ 75.00	\$ 375
661	67	EA	Deciduous Shrub, Blue Pacific Juniper, 24" Ht., Cont.	\$ 75.00	\$ 5,025
661	25	EA	Deciduous Shrub, Double Play Red Spirea, 24" Ht., Cont.	\$ 75.00	\$ 1,875
Special	1	L.Sum	Sign Panel	\$ 1,500.00	\$ 1,500
Special	1	L.Sum	8' Wide Double Leaf Gate	\$ 1,800.00	\$ 1,800
Special	48	L.F.	Landscape Wall, Relocated	\$ 600.00	\$ 28,800
			Landscape Subtotal =	\$	271,000
			Retaining Wall		
870	704	Sq. Ft.	Prefabricated Modular Retaining Wall 1	\$ 150.00	\$ 105,600
870	129	Sq. Ft.	Prefabricated Modular Retaining Wall 2	\$ 150.00	\$ 19,350
870	416	Sq. Ft.	Prefabricated Modular Retaining Wall 3	\$ 150.00	\$ 62,400
			Retaining Wall Subtotal =	\$	188,000

Waggoner Road Improvements - Phase 1
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Structure		
202	1	L. Sum	Portions of Structure Removed, As Per Plan	\$ 45,000.00	\$ 45,000.00
503	1	L.Sum	Cofferdams and Excavation Bracing	\$ 175,000.00	\$ 175,000.00
503	1	L. Sum	Unclassified Excavation	\$ 100,000.00	\$ 100,000.00
509	55,700	Pound	Epoxy Coated Reinforcing Steel	\$ 2.00	\$ 111,400
510	194	Each	Dowel Holes with Nonshrink, Nonmetallic Grout	\$ 25.00	\$ 4,850
511	115	Cu Yd	Class QC2 Concrete, Superstructure	\$ 1,100.00	\$ 126,500
511	80	Cu Yd	Class QC1 Concrete, Retaining/Wingwall Not Including Footing	\$ 1,000.00	\$ 80,000
511	108	Cu Yd	Class QC1 Concrete, Footing	\$ 500.00	\$ 54,000
512	141	Sq. Yd.	Sealing of Concrete Surfaces (Non-Epoxy)	\$ 30.00	\$ 4,230
512	303	Sq. Yd.	Type 2 Waterproofing	\$ 25.00	\$ 7,575
516	90	Sq. Ft.	1" Preformed Expansion Joint Filler	\$ 10.00	\$ 900
518	51	Cu Yd	Porous Backfill with Geotextile Fabric	\$ 115.00	\$ 5,865
601	201	Cu Yd	Rock Channel Protection, Type C with Filter	\$ 100.00	\$ 20,100
			Structure Subtotal =	\$	736,000
			Maintenance of Traffic		
614	1	Lump	Maintaining Traffic, As Per Plan	\$ 180,000.00	\$ 180,000
614	1	Each	Temporary Traffic Signal	\$ 40,000.00	\$ 40,000
615	286	SY	Pavement For Maintaining Traffic, Class A	\$ 50.00	\$ 14,300
615	1	Lump	Roads For Maintaining Traffic, As Per Plan	\$ 14,300.00	\$ 14,300
616	1	Lump	Dust Control, As Per Plan	\$ 15,000.00	\$ 15,000
			Maintenance of Traffic Subtotal =	\$	264,000
			Miscellaneous		
619	15	Months	Field Office, Type C	\$ 3,000.00	\$ 45,000.00
623	1	L.Sum	Construction Layout Stakes	\$ 40,000.00	\$ 40,000.00
624	1	L.Sum	Mobilization	\$ 200,000.00	\$ 200,000.00
SPEC	1	L.Sum	Electronic Document Processing	\$ 5,000.00	\$ 5,000.00
			Miscellaneous Subtotal =	\$	290,000
* Denotes Contingency to be used as direct.					

Waggoner Road Improvements - Phase 2

Preliminary Opinion of Project Cost

Description	Opinion of Cost
Construction	
Roadway Subtotal =	\$1,683,000
Sediment & Erosion Control Subtotal =	\$189,000
Drainage Subtotal =	\$2,427,000
Pavement Subtotal =	\$2,397,000
Water Works Subtotal =	\$631,000
Sanitary Subtotal =	\$5,000
Lighting Subtotal =	\$568,000
Traffic Control Subtotal =	\$169,000
Traffic Signal Subtotal =	\$525,000
Landscape Subtotal =	\$250,000
Retaining Wall Subtotal =	\$924,000
Structure Subtotal =	\$657,000
Maintenance of Traffic Subtotal =	\$237,000
Miscellaneous Subtotal =	\$290,000
Construction Subtotal =	\$10,952,000
Contingency (10%) =	\$1,096,000
Inflation (5%) =	\$547,600
Construction Total with Contingency and Inflation =	\$12,595,600
Soft Costs	
Survey & Engineering =	\$650,000
Right-of-way Acquisition Services =	\$290,000
Purchase of Right-of-Way =	\$250,000
Reimbursement to Private Utility Companies =	\$0
Construction Management & Inspection (8%) =	\$1,010,000
Opinion of Total Project Cost =	\$14,795,600

Pricing reflects probable construction costs obtainable in the project locality on the date of this statement of probable costs. Unit rates have been obtained from historical records and/or discussion with contractors. The unit rates reflect current bid costs in the area. This opinion is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors and general contractors. Experience indicates that a fewer number of bidders may result in higher bids, conversely an increased number of bidders may result in more competitive bids.

Since EMH&T has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, the statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents EMH&T's best judgment as a consultant familiar with the construction industry. EMH&T does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Roadway		
201	1	L. Sum	Clearing and Grubbing	\$ 75,000.00	\$ 75,000
202	26	Each	Catch Basin or Inlet Removed	\$ 500.00	\$ 13,000
202	9	Each	Manhole removed.	\$ 725.00	\$ 6,525
202	6	Each	Headwall Removed	\$ 750.00	\$ 4,500
202	4	Each	Fire Hydrant Removed	\$ 500.00	\$ 2,000
202	4449	Ft	Pipe Removed, 24" and Under	\$ 16.00	\$ 71,184
202	323	Ft	Pipe Removed, Above 24"	\$ 30.00	\$ 9,690
202	383	Sq. Ft.	Walk Removed	\$ 3.00	\$ 1,149
202	1765	Ft	Fence Removed For Reuse or Storage	\$ 15.00	\$ 26,479
202	3122	Ft	Curb Removed	\$ 9.00	\$ 28,097
202	1894	Ft	Guardrail Removed	\$ 3.00	\$ 5,682
203	16344	Cu Yd	Excavation	\$ 30.00	\$ 490,320
203	6379	Cu Yd	Embankment	\$ 25.00	\$ 159,475
204	7,010	Sq Yd	Subgrade Compaction	\$ 4.00	\$ 28,040
204	4	Hour	Proof Rolling	\$ 250.00	\$ 1,000
204*	1,110	Cu Yd	Undercutting and Disposal of Unsuitable Materials	\$ 25.00	\$ 27,750
204*	1,110	Cu Yd	Granular Material, Type B	\$ 55.00	\$ 61,050
204*	1,110	Cu Yd	Granular Material, No. 2 Stone	\$ 50.00	\$ 55,500
204*	1,760	Sq Yd	Geotextile Fabric Type D	\$ 2.00	\$ 3,520
204*	1,760	Sq Yd	Geogrid	\$ 4.00	\$ 7,040
606	1,063	Ft	Guardrail, Type MGS	\$ 27.00	\$ 28,702
606	7	Each	Anchor Assembly, MGS Type E	\$ 2,800.00	\$ 19,600
606	7	Each	Anchor Assembly, MGS Type T	\$ 1,400.00	\$ 9,800
ODOT 607	1,028	Ft	Fence, Misc.: Chainlink Fence, Type CLT	\$ 24.00	\$ 24,673
ODOT 607	558	Ft	Fence, Misc.: Wood Fence	\$ 55.00	\$ 30,713
ODOT 607	964	Ft	Bikeway Railing (ODOT RM-5.2)	\$ 55.00	\$ 53,020
608	29324	Sq. Ft.	Concrete Walk (T=4 Inch)	\$ 10.00	\$ 293,236
608	1549	Sq. Ft.	Concrete Walk (T=8 Inch)	\$ 16.00	\$ 24,791
608	100	Sq. Ft.	Brick Walk	\$ 20.00	\$ 2,000
608	28	Each	Curb Ramps, Cost to Finish	\$ 450.00	\$ 12,600
608	365.49	Sq. Ft.	Detectable Warning	\$ 40.00	\$ 14,620
Special	38	Each	Mailbox Removed and Reset	\$ 300.00	\$ 11,400
	1	L. Sum	Roadway Misc.	\$ 80,000.00	\$ 80,000
			Roadway Subtotal =	\$	1,683,000
			Sediment & Erosion Control		
207*	9,500	Sq Yd	Construction Seeding and Mulching	\$ 1.00	\$ 9,500
207	5700	Ft	Perimeter Filter Fabric Fence	\$ 3.00	\$ 17,100
207	10	Each	Filter Fabric Ditch Check	\$ 75.00	\$ 750
207	123	Each	Inlet Protection	\$ 120.00	\$ 14,760
207	1	L. Sum	Designated Concrete Washout Area	\$ 5,000.00	\$ 5,000
659	2,120	Cu Yd	Topsoil (T=4")	\$ 40.00	\$ 84,800
659	2.57	Ton	Commercial Fertilizer, As Per Plan	\$ 1,000.00	\$ 2,575
659	19,070	Sq Yd	Seeding and Mulching, As Per Plan	\$ 2.00	\$ 38,140
659	103	M. Gal	Water	\$ 20.00	\$ 2,060
659*	954	Sq Yd	Repair Seeding and Mulching, As Per Plan	\$ 2.00	\$ 1,908
670	600	Sq Yd	Slope Erosion Protection Mat, As Per Plan	\$ 5.00	\$ 3,000
	1	L. Sum	Sediment & Erosion Control Misc.	\$ 9,000.00	\$ 9,000
			Sediment & Erosion Control Subtotal =	\$	189,000

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Drainage		
601	30	Cu Yd	Rock Channel Protection Type A w/ Filter	\$ 140.00	\$ 4,200
604	108	Each	Curb and Gutter Inlet (ST-10)	\$ 3,800.00	\$ 410,400
604	15	Each	Catch Basin (ST-13)	\$ 2,500.00	\$ 37,500
604	64	Each	Manhole, Type C (ST-3)	\$ 5,800.00	\$ 371,200
605	11,415	Ft	4" Pipe Underdrain	\$ 13.00	\$ 148,391
ODOT 611*	50	Ft	6" Conduit, Type C	\$ 50.00	\$ 2,500
ODOT 611*	50	Ft	8" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	12" Conduit, Type C	\$ 70.00	\$ 3,500
ODOT 611*	50	Ft	15" Conduit, Type C	\$ 80.00	\$ 4,000
ODOT 611*	50	Ft	18" Conduit, Type C	\$ 110.00	\$ 5,500
ODOT 611	3	Each	Full Height Headwall (HW-1.1) (36" Pipe)	\$ 8,000.00	\$ 24,000
ODOT 611	2	Each	Full Height Headwall (HW-1.1) (48" Pipe)	\$ 10,000.00	\$ 20,000
ODOT 611	1268	Ft	4" Conduit, Type F for Underdrain Outlet	\$ 30.00	\$ 38,049
901	4784	Ft	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 115.00	\$ 550,103
901	560	Ft	15" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 120.00	\$ 67,218
901	1126	Ft	18" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 140.00	\$ 157,582
901	727	Ft	24" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 175.00	\$ 127,257
901	450	Ft	30" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	\$ 250.00	\$ 112,403
895	3	Each	Manufactured Water Quality Structure, Type 4	\$ 55,000.00	\$ 165,000
SPEC	64	Each	Concrete Collar for Manholes in Pavement	\$ 900.00	\$ 57,600
	1	L. Sum	Drainage Misc.	\$ 116,000.00	\$ 116,000
			Drainage Subtotal =	\$ 2,427,000	
			Pavement		
252	362	Ft	Full Depth Pavement Sawing	\$ 2.00	\$ 725
259	40	Cu Yd	Driveway Pavement Replacement, Type 3A (R-3)	\$ 380.00	\$ 15,200
301	5,100	Cu Yd	Asphalt Concrete Base (T=8")	\$ 175.00	\$ 892,500
304	4,640	Cu Yd	Aggregate Base	\$ 75.00	\$ 348,000
407	2,540	Gal	Non-Tracking Tack Coat (0.055 Gal/SY) (For Full-Depth)	\$ 3.50	\$ 8,890
423	182	Pound	Crack Sealing	\$ 12.00	\$ 2,184
441	1,120	Cu Yd	Asphalt Concrete, Intermediate Course, Type 2, (448), (For Full-Depth)	\$ 190.00	\$ 212,800
441	960	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Full-Depth)	\$ 220.00	\$ 211,200
452	911	Sq Yd	Non-Reinforced Concrete Pavement (T=6") (R-11) (Residential Driveway)	\$ 90.00	\$ 81,990
609	284	Ft	Curb, Straight 18" (R-8)	\$ 25.00	\$ 7,104
609	184	Sq Yd	Concrete Median (T=9") (FOR CHURCH DRIVE)	\$ 150.00	\$ 27,542
609	12,399	Ft	Combination Curb and Gutter (R-5)	\$ 30.00	\$ 371,964
SS 1530	340	Cu Yd	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (For SUP)	\$ 300.00	\$ 102,000
	1	L. Sum	Pavement Misc.	\$ 114,000.00	\$ 114,000
			Pavement Subtotal =	\$ 2,397,000	
			Water Works		
801	63	Ft	6" Ductile Iron Pipe and Fittings	\$ 180.00	\$ 11,340
801	40	Ft	8" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	\$ 180.00	\$ 7,110
801	1816	Ft	12" Ductile Iron Pipe and Fittings	\$ 200.00	\$ 363,110
802	5	Each	6" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 2,800.00	\$ 14,000
802	1	Each	8" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 3,000.00	\$ 3,000
802	2	Each	12" Valve and Appurtenances w/ HD Box, Per WA-9	\$ 4,000.00	\$ 8,000
805	30	Each	3/4" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 90,000
805	2	Each	1" Water Service Line Transfer (WA-4, WA-5)	\$ 3,000.00	\$ 6,000
807	33	Each	Valve Boxes Adjusted to Grade	\$ 500.00	\$ 16,500
809	1	Each	Fire Hydrant, Type A (Double Valve Set Up in Curb) (WA-11)	\$ 5,500.00	\$ 5,500
809	3	Each	Fire Hydrant, Type B (WA-12)	\$ 4,800.00	\$ 14,400
809	10	Each	Fire Hydrant Relocated	\$ 5,000.00	\$ 50,000
Special	1	Each	Water Pressure Vault Adjusted to Grade	\$ 2,000.00	\$ 2,000
Special	5	Each	Concrete Collar for Water Valves and Water Services	\$ 750.00	\$ 3,750
Special	1	L. Sum	Survey Coordinates	\$ 6,000.00	\$ 6,000
	1	L. Sum	Water Works Misc.	\$ 30,000.00	\$ 30,000
			Water Works Subtotal =	\$ 631,000	

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Sanitary		
604	2	Each	Manhole Adjusted to Grade, Sanitary	\$ 1,000.00	\$ 2,000
604	1	Each	Manhole Reconstructed to Grade, Sanitary	\$ 2,000.00	\$ 2,000
	1	L. Sum	Sanitary Misc.	\$ 200.00	\$ 200
			Sanitary Subtotal =		\$ 5,000
			Lighting		
1001	6000	LF	2" Conduit, Encased in Trench (MIS-700)	\$ 28.00	\$ 168,000
1001	200	LF	2" Conduit, Jacking, Drilling or Pushing (MIS-701)	\$ 50.00	\$ 10,000
1001	1	Each	120/240V Pad Mounted Lighting Control Center , As Per Plan	\$ 8,000.00	\$ 8,000
1001	1	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 2,400.00	\$ 2,400
1001	49	Each	Luminaire, Post Top, 60W LED, As Per Plan	\$ 1,300.00	\$ 63,700
1001	49	Each	Light Pole, As Per Plan	\$ 2,300.00	\$ 112,700
1001	49	Each	Street Light Foundation, 4' (MIS-200)	\$ 1,400.00	\$ 68,600
1001	4	Each	Pull Box, 13"x24"	\$ 1,400.00	\$ 5,600
1001	7000	CKT FT	Underground Lighting Circuit, 3-Wire (MIS-404), As Per Plan	\$ 9.00	\$ 63,000
1001	49	Each	Pole to be Wired (MIS-501), As Per Plan	\$ 750.00	\$ 36,750
1001	1	Each	Removal of Existing Underground Street Lighting System	\$ 1,500.00	\$ 1,500
	1	L. Sum	Lighting Misc.	\$ 27,000.00	\$ 27,000
			Lighting Subtotal =		\$ 568,000
			Traffic Control		
625	270	LF	Conduit Encased, 2", 725.051	\$ 20.00	\$ 5,400
625	270	LF	Trench	\$ 10.00	\$ 2,700
625	4	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,400.00	\$ 5,600
625	2	Each	Ground Rod	\$ 350.00	\$ 700
621	75	Each	Barrier Reflector, Type 2, Bi-Directional	\$ 50.00	\$ 3,750
630	560	LF	Ground Mounted Support, Type S, As Per Plan	\$ 45.00	\$ 25,200
630	4	Each	Street Name Sign Support, As Per Plan	\$ 560.00	\$ 2,240
630	8	Each	Street Name Sign, As Per Plan	\$ 290.00	\$ 2,320
630	250	Sq Ft	Sign, Flat Sheet, Type G, As Per Plan	\$ 50.00	\$ 12,500
630	10	Each	Sign Support Assembly, Pole Mounted, As Per Plan	\$ 250.00	\$ 2,500
630	35	Each	Removal of Ground Mounted Support and Disposal	\$ 66.00	\$ 2,310
630	40	Each	Removal of Ground Mounted Sign and Storage, As Per Plan	\$ 66.00	\$ 2,640
630	5	Each	Removal of Ground Mounted Sign and Reerection, As Per Plan	\$ 100.00	\$ 500
630	2	Each	Removal of School Flasher Assembly	\$ 1,000.00	\$ 2,000
630	2	Each	School Speed limit Sign Assembly, As Per Plan	\$ 12,000.00	\$ 24,000
630	5	Each	Removal and Reerection of Private Sign	\$ 1,000.00	\$ 5,000
632	2	Each	2" Conduit Riser, SCH 80 PVC	\$ 2,400.00	\$ 4,800
632	400	LF	Power Cable, 2 Conductor, No. 8 AWG	\$ 4.00	\$ 1,600
632	2	EA	Power Service, As Per Plan	\$ 3,000.00	\$ 6,000
644	0.00	MILE	Edge Line, 4"	\$ 5,500.00	\$ -
644	1.50	MILE	Center Line, 4"	\$ 8,000.00	\$ 12,000
644	1100	LF	Channelizing Line, 8"	\$ 5.00	\$ 5,500
644	200	LF	Stop Line, 24"	\$ 10.00	\$ 2,000
644	40	Each	Lane Arrow	\$ 200.00	\$ 8,000
644	600	LF	Crosswalk Line, 12"	\$ 4.20	\$ 2,520
644	2	Each	School Symbol Marking, 96 Inch	\$ 830.00	\$ 1,660
644	1700	LF	Transverse Line, 24"	\$ 10.00	\$ 17,000
	1	L. Sum	Traffic Control Misc.	\$ 8,000.00	\$ 8,000
			Traffic Control Subtotal =		\$ 169,000

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			Traffic Signal		
625	600	LF	Conduit Encased, 2", 725.051	\$ 20.00	\$ 12,000
625	1000	LF	Conduit, 2", 725.051	\$ 10.00	\$ 10,000
625	100	LF	Conduit, 3", 725.051	\$ 15.00	\$ 1,500
625	4	Each	Pull Box, 725.06, 12"x18", As Per Plan	\$ 1,200.00	\$ 4,800
625	8	Each	Pull Box, 725.08, 27" (COC STD 4022), As Per Plan	\$ 2,200.00	\$ 17,600
625	1100	LF	Trench	\$ 10.00	\$ 11,000
625	1100	LF	Plastic Caution Tape	\$ 1.00	\$ 1,100
625	24	Each	Ground Rod	\$ 350.00	\$ 8,400
625	1200	LF	No. 4 AWG 600 Volt Distribution Cable, As Per Plan (Grounding and Bonding)	\$ 3.50	\$ 4,200
630	6	Each	Street Name Sign, As Per Plan	\$ 500.00	\$ 3,000
632	12	Each	Vehicular Signal Head, LED, 3-Section, 12" Lens, 1-Way, As Per Plan	\$ 1,300.00	\$ 15,600
632	4	Each	Vehicular Signal Head, LED, 5-Section, 12" Lens, 1-way, As Per Plan	\$ 2,000.00	\$ 8,000
632	14	Each	Pedestrian Signal Head, As Per Plan	\$ 800.00	\$ 11,200
632	14	Each	Covering of Vehicular Signal Head	\$ 50.00	\$ 700
632	14	Each	Covering of Pedestrian Signal Head	\$ 50.00	\$ 700
632	8	Each	Covering of Pedestrian Pushbutton	\$ 50.00	\$ 400
632	8	Each	Pedestrian Pushbutton, As Per Plan	\$ 350.00	\$ 2,800
632	6	Each	Signal Support, Type TC-81.22, Design No. 4, As Per Plan	\$ 20,000.00	\$ 120,000
632	6	Each	Signal Support Foundation, As Per Plan	\$ 8,000.00	\$ 48,000
632	11	Each	Pedestal Foundation, As Per Plan	\$ 1,500.00	\$ 16,500
632	11	Each	Pedestal, 10.7', As Per Plan	\$ 2,500.00	\$ 27,500
632	3000	LF	Signal Cable, 7 Conductor, No. 14 AWG	\$ 4.00	\$ 12,000
632	2000	LF	Loop Detector Lead-in Cable	\$ 2.50	\$ 5,000
632	2	Each	Conduit Riser, 2" Diameter, SCH 80	\$ 900.00	\$ 1,800
632	200	LF	Power Cable, 2 Conductor, No. 6 AWG, As Per Plan	\$ 4.50	\$ 900
632	2	Each	Power Service, As Per Plan	\$ 3,000.00	\$ 6,000
632	7	Each	Signalization, Misc.: Stop Line Radar Detection Unit	\$ 10,000.00	\$ 70,000
633	2	Each	Removal of Traffic Signal Installation, As Per Plan	\$ 2,000.00	\$ 4,000
633	2	Each	Controller Unit, Type TS-2/A2 with Cabinet, Type TS-2, As Per Plan	\$ 25,000.00	\$ 50,000
633	2	Each	Cabinet Foundation	\$ 3,000.00	\$ 6,000
633	2	Each	Controller Work Pad	\$ 1,000.00	\$ 2,000
632	2	Each	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	\$ 8,600.00	\$ 17,200
	1	L. Sum	Traffic Signal Misc.	\$ 25,000.00	\$ 25,000
			Traffic Signal Subtotal =	\$	525,000
			Landscape		
661	300	EA	Deciduous Street Tree	\$ 700.00	\$ 210,000
661	1	L. Sum	Misc. Landscape	\$ 40,000.00	\$ 40,000
			Landscape Subtotal =	\$	250,000
			Retaining Wall		
507	1	L. Sum	Retaining Wall 1: Soldier Pile Wall	\$ 650,000.00	\$ 650,000
870	1	L. Sum	Retaining Wall 2: Modular Block Wall	\$ 60,000.00	\$ 60,000
870	1	L. Sum	Retaining Wall 3: Modular Block Wall	\$ 60,000.00	\$ 60,000
511	1	L. Sum	Retaining Wall 4: Cast in Place Wall at 36" Storm	\$ 110,000.00	\$ 110,000
	1	L. Sum	Retaining Wall Misc.	\$ 44,000.00	\$ 44,000
			Retaining Wall Subtotal =	\$	924,000

Waggoner Road Improvements - Phase 2
City of Reynoldsburg

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	ENGINEER'S OPINION	
				UNIT COST	PRICE
			<i>Structure</i>		
611	1	L. Sum	Box Culvert: 8'x5' with Headwalls/Wingwalls	\$ 375,000.00	\$ 375,000
611	1	L. Sum	Box Culvert: 8'x4' with Headwalls/Wingwalls	\$ 250,000.00	\$ 250,000
	1	L. Sum	Structure Misc.	\$ 31,300.00	\$ 31,300
			<i>Structure Subtotal =</i>	<i>\$</i>	<i>657,000</i>
			<i>Maintenance of Traffic</i>		
614	1	Lump	Maintaining Traffic, As Per Plan	\$ 225,000.00	\$ 225,000
	1	L. Sum		\$ 11,250.00	\$ 11,250
			<i>Maintenance of Traffic Subtotal =</i>	<i>\$</i>	<i>237,000</i>
			<i>Miscellaneous</i>		
619	15	Months	Field Office, Type C	\$ 3,000.00	\$ 45,000.00
623	1	L.Sum	Construction Layout Stakes	\$ 40,000.00	\$ 40,000.00
624	1	L.Sum	Mobilization	\$ 200,000.00	\$ 200,000.00
SPEC	1	L.Sum	Electronic Document Processing	\$ 5,000.00	\$ 5,000.00
			<i>Miscellaneous Subtotal =</i>	<i>\$</i>	<i>290,000</i>
* Denotes Contingency to be used as direct.					

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Authorizing the Mayor to Accept and Enter into an Agreement with MS Consultants, Inc. for the Development of a Blacklick Creek Watershed Study and Flood Mitigation Analysis, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

meet contract deadlines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AND ENTER INTO AN AGREEMENT WITH MS CONSULTANTS, INC. FOR THE DEVELOPMENT OF A BLACKLICK CREEK WATERSHED STUDY AND FLOOD MITIGATION ANALYSIS, AND DECLARING AN EMERGENCY

WHEREAS, over the past several years, the City has experienced several extreme weather events resulting in extensive flooding, and repetitive public/personal property loss; and

WHEREAS, in April of 2022 City Council authorized the Mayor to apply for grant funding for a Blacklick Creek Flood Study in the amount of \$334,000.00 (12.5% of total was outlined as the City's direct expense) from the Federal Emergency Management Association (OEMA); and

WHEREAS, the City was awarded a Grant for \$300,600.00 from the OEMA/Ohio Department of Public Safety for the development of an Upper Blacklick Creek Watershed Study and Flood Analysis; and

WHEREAS, a Request For Proposals (RFP) was publicly advertised and all submittals reviewed, which MS Consultants, Inc. was selected and the most qualified firm, and

WHEREAS, the Mayor is authorized to enter into a contract with MS Consultants, Inc. for the Upper Blacklick Creek Watershed Study and Flood Analysis in the amount of \$323,566.28.

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 MS Consultants, Inc. for the Upper Blacklick Creek Watershed Study and Flood Analysis in the amount of \$300,000.00.

SECTION 2. That funds, when received, be credited to the OEMA Fund (201) account number 201.000.4335 OEMA Grants.

SECTION 3. That the City of Reynoldsburg would be responsible for funding \$323,566.28 of the total project cost to be appropriated from the unappropriated General Fund (110) to account number 110.448.5339 Miscellaneous Contract Services. The General Fund will be reimbursed once OEMA Funds are received.

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.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT ("Agreement") effective as of August 9, 2023 ("Effective Date") between the **City of Reynoldsburg** ("Owner") and **ms consultants, inc. 2221 Schrock Road, Columbus Ohio 43229** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Upper Blacklick Creek Watershed Study and Flood Mitigation Analysis.**

Engineer's services under this Agreement are generally identified as follows: Development of a riverine HEC-RAS model for the Blacklick Creek corridor and a PCSWMM Model for the Briarcliff subdivision for existing conditions for the purpose of identifying flooding conditions. Proposed alternatives and a summary report will be completed as well. For a detailed scope of services see Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set for in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. A Lump Sum amount of \$[323,566.43] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$323,566.43
b. Preliminary Design Phase	\$
c. Final Design Phase	\$
d. Bidding and Negotiating Phase	\$
e. Construction Phase	\$
f. Post-Construction Phase	\$
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Service: The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02.

If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - 1. Commercial General Liability. Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.
 - 2. Business Automobile Liability. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a

minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.

3. **Workers' Compensation / Employers' Liability.** Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
 4. **Professional Liability.** Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.
-
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
 - C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
 - E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, except for cause, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.
- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Confidential and Proprietary Information:* Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction:* The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts:* This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Owner’s Responsibilities.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Reynoldsburg

Engineer: ms consultants, inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Bill Johngrass
Print name: Bill Johngrass, PE
Title: Senior Vice President, Water
Date Signed: 9/1/23

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Designated Representative (Paragraph 8.03.A):
Title: _____
Phone Number: _____
E-Mail Address: _____

2221 Schrock Road
Columbus, Ohio 43229
Designated Representative (Paragraph 8.03.A):
Chad Boyer, PE, CFM
Title: Practice Area Leader, Water Resources
Phone Number: 614-898-7100
E-Mail Address: cboyer@msconsultants.com

Exhibit A- Scope of Services

Project Understanding

ms consultants understands that the City of Reynoldsburg has experienced flooding and channel erosion along Blacklick Creek and its tributaries, directly impacting residential and commercial properties, and public infrastructure. We understand that FEMA has recently completed a flood hazard restudy that includes Blacklick Creek. This is a great opportunity to utilize and enhance recent FEMA modeling efforts to identify potential solutions to the flooding issues the City has been experiencing.

Through the tasks described below ms will identify and evaluate flood mitigation alternatives including, hydrologic improvements, hydraulic improvements, non-structural solutions (buy-outs and flood proofing), and structural solutions (flood protection levee). Analyzing complex flooding patterns and evaluating multiple, possibly combined, alternatives requires a comprehensive approach to problem solving that ms can certainly provide. We are excited at the opportunity to partner with you in this effort.

Approach to Work Tasks

Provided below is a description of the work tasks to be completed for the Upper Blacklick Creek Watershed Study and Flood Mitigation Analysis project.

TASK 1 – PUBLIC/STAKEHOLDER INVOLVEMENT

The funding obtained through the Ohio Emergency Management Agency (OEMA) requires well-organized public involvement and agency coordination to ensure the outcome represents the flood mitigation needs of the community and its residents, and the recommendations

consider applicable state and federal design guidelines and regulatory requirements. ms consultants will work with stakeholders to ensure that local knowledge of the flooding issues is applied and that the appropriate stakeholders have input in the developed solutions to the flooding problem. ms has led numerous public meetings for similar projects and will follow established protocols for advertising and documenting those meetings. ms will provide a meeting agenda and presentation materials, while we will rely on City staff to advertise the meetings to

ms consultants,

the public. In past similar situations, ms has seen that advertising and posting meeting information on the City's website can be an effective means of communicating the meeting information to the public. Each meeting will have an express purpose and an intended outcome, as described below. Representatives from the OEMA and the Ohio Department of Natural Resources (ODNR) will be invited to participate in these meetings.

- **Meeting #1:** Inform the public of the study process and schedule; request information relevant to flooding within the study area, and outline necessary outcomes associated with the FEMA grant process.
- **Meeting #2:** Present and discuss study results identifying existing flood hazards and the matrix of flood mitigation solutions to be considered, and how they will be applied. Also present findings pertaining to channel erosion mitigation opportunities.
- **Meeting #3:** Present and discuss study results pertaining to the identification and optimization of alternative flood mitigation solutions, including potential benefits and preliminary costs. Also present results pertaining to the identification of channel erosion mitigation projects.
- **Meeting #4:** Present and discuss final recommendations based on the goal of achieving a minimum BCA = 1.0.

Meetings with state/federal agencies will occur on an

as-needed basis throughout the study process, to discuss applicable technical and regulatory standards. Coordination with the USACE, if deemed necessary, will occur through the Huntington District.

A meeting agenda will be provided to the City to advertise the meetings to the public and stakeholders. ms will provide presentation materials and meeting summaries for each meeting for the City to post on their website. ms will provide all pertinent information generated to be included in the final report.

TASK 2 – DATA COLLECTION

ms will acquire the technical data necessary to complete a watershed-scale flood mitigation study. As indicated on the RFP, the following will be collected and analyzed:

- United States Department of Agriculture (USDA): Soils maps/shapefiles
- Franklin County Auditor: Topography maps/shapefiles
- City of Reynoldsburg: Existing public/private storm sewer systems and stormwater management facilities maps/ shapefiles

- Land use/land cover overlay: Maps/shapefiles
- FEMA flood hazard overlay: Maps/shapefiles
- FEMA floodplain restudy and any other recent studies conducted pertaining to the Blacklick Creek watershed
- National Weather Service, City of Columbus and Ohio Emergency Management Association (EMA) rainfall data
- Field survey of channel cross-sections at critical locations along Blacklick Creek and select tributaries, within the City of Reynoldsburg
- Field survey identifying the elevation of select flood prone buildings
- Engineering field reconnaissance to document areas of significant channel bank erosion where threats are posed to buildings and public infrastructure
- Review of any collected information from the public based on previous flood events, that the City may already possess.

It will be critical to acquire all models and information pertaining to the recent FEMA flood hazard restudy of Blacklick Creek and its various tributaries, as part of the Upper Scioto River Watershed Study. ms will obtain the hydrologic model for Blacklick Creek and the hydraulic model for the main stem of Blacklick Creek. ms will assist the City by coordinating with the FEMA Region 5 office, in order to obtain any remaining modeling for Blacklick Creek tributary channels. As discussed in more detail later, the FEMA restudy will act as an initial framework for developing detailed hydrologic and hydraulic (H&H) models of the Blacklick Creek watershed and watercourse. The data collection process will inform where to add detail to the restudy model and how to adjust the model to more accurately represent the hydrologic and hydraulic conditions of Blacklick Creek. If required for the development of two-dimensional (2D) flow areas in the HEC-RAS model, best available LiDAR elevation data will also be collected and processed as part of the data collection task.

ms has partnered with Coldwater Consulting, LLC to leverage their expertise of channel restoration and erosion mitigation. ms and Coldwater Consulting will both perform a site visit to document existing erosions conditions and verify model parameters along Blacklick Creek. This field reconnaissance will also inform decisions on where to collect additional field survey.

Following the collection and review of all data sources listed above, ms will determine where field survey is

required to enhance the restudy models. ms will perform field survey to collect additional cross sections as needed, and will

also collect elevations of select flood prone buildings. It is anticipated that the City will provide notification to residents prior to field survey activities by ms on private property.

Briarcliff Subdivision Data Collection

ms will collect elevations of the existing storm sewer system in the Briarcliff Subdivision. This may include elevations of storm sewer inverts and grates where this information is not otherwise readily available, elevations in major flood routing paths, and lowest adjacent grade elevations at homes that have experienced flooding.

TASK 3 – DETAILED MODELING AND MAPPING

Detailed hydrologic and hydraulic models of the Blacklick Creek watershed and watercourse will be developed, using the FEMA restudy models as an initial framework. The modeling will be used to document the existing flood hazard conditions, and to support the evaluation of potential flood, and channel erosion mitigation solutions.

Blacklick Creek Hydrologic Modeling (HEC-HMS)

ms will review the FEMA restudy hydrologic model for the Blacklick Creek Watershed and determine if refinements and/or enhancements to the watershed and subwatershed boundaries are necessary to accurately determine peak discharges. Best available land use and soils data, collected in Task 2, will be used to calculate critical hydrologic parameters such as Runoff Curve Numbers (RCN) and Times of Concentration (Tc) for each subwatershed. Unit hydrographs will be developed for each subwatershed which will allow for consideration of complex timing effects within the overall watershed, if necessary. The hydrologic model will include the entirety of the Upper Blacklick Creek Watershed upstream of the City's southern corporate limits.

The completed model will allow us to refine the hydraulic model with updated peak flood discharges and will also allow for the evaluation of detention alternatives during Task 4.

Blacklick Creek Hydraulic Modeling (HEC-RAS)

ms will review the FEMA restudy hydraulic model for Blacklick Creek and determine refinements and/or enhancements to the model that are necessary to accurately portray existing flood hazard conditions. Possible improvements to the model include adding additional cross sections, incorporating any field survey data collected in Task 2, adding hydraulic structure information, and changing any other model parameters as needed. It may also be necessary to create new 2D flow areas within the model to more accurately represent overbank flow conditions. ms has expertise and documented success completing both 1D and 2D hydraulics models for several watershed studies throughout central Ohio. The hydraulics model boundary will encompass the Blacklick Creek main stem and selected tributaries within the City's corporate limits and will extend to FEMA effective cross sections 'BM' and 'AG' (per Flood Insurance Rate Map 39049C0358K) just upstream and downstream of the City boundary, as shown in **Figure 1** on the following page. This model extension past City limits would be to ensure model accuracy and stability are achieved.

ms will update the hydraulics model to reflect any changes in hydrologic conditions from the refined HEC-HMS model described above and use the results of this modeling to map flood inundations areas for the 10-, 25-, 50-, 100- and 500-year flood events. We will also use the hydraulics model to simulate observed flood events using collected rainfall data, where available. Flood inundation and depth mapping will be completed to graphically communicate flood risk to buildings and other infrastructure.

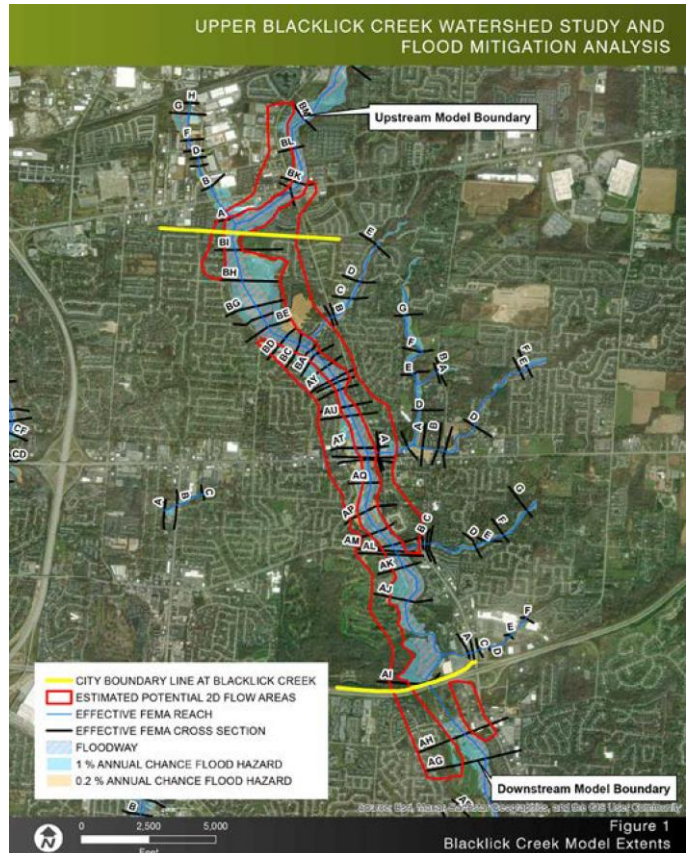


Figure 1. Downstream Model Boundary

Briarcliff Subdivision Storm System Modeling (PCSWMM)

The purpose of this task is to create a model of the existing stormwater systems within the portion of the Briarcliff subdivision. A 2D PCSWMM model will be developed to simulate storm sewer and inlet capacity, and to represent surface flood routing and ponding conditions at topographic sumps throughout the study area. The PCSWMM model

will include representations of the storm sewers and surface inlets based on available record plan information, the limited field survey effort and engineering field reconnaissance. The representation of surface flood routing and ponding will be derived using a digital elevation model (DEM) of the modeled area. The extent of the existing storm sewer system to be accounted for in this complex model is represented on the **Figure 2**, below left.

We will execute the PCSWMM models for the 1-, 2-, 5-, 10-, 25-, 50- and 100-year design storm events, and will utilize design rainfall values from the City's Stormwater Design Manual. The existing conditions stormwater system model will also consider the impacts of a high tailwater condition at the storm sewer outfalls to Blacklick Creek, attributed to high water in the channel.

The model results will be used to determine locations where the existing stormwater system does not meet the City's design standards and where there is a potential for flood damages to homes and excessive flooding of roads.



Figure 2. Briarcliff Subdivision Model Extents

TASK 4 – IDENTIFICATION AND EVALUATION OF FLOOD AND CHANNEL EROSION MITIGATION SOLUTIONS

The study process will consider the potential flood mitigation solutions listed below:

- **Hydrologic Improvements:** regional stormwater detention basins
- **Hydraulic Improvements:** increased floodplain conveyance and addressing hydraulic restrictions, (bridge and culvert opening, debris jams)
- **Nonstructural Solutions:** acquisition and repurposing flood prone properties, and retrofitting of existing structures
- **Structural Solutions:** flood protection levee

The identification of solutions will be limited to locations within the City of Reynoldsburg's corporate limits and where the City either owns land or is capable of acquiring the necessary land/easements to accommodate the construction of these solutions.

The ms team has vast experience working closely with municipalities to identify, and evaluate various site specific flood mitigation solutions. We will determine potential solutions by following the framework described below.

The evaluation process of each solution will quantify benefits of reduced flood damage potential. Both structural and nonstructural solutions will be considered, and planning level project cost estimates will be developed for feasible mitigation solutions. The evaluation of solutions will rely on the modeling results and flood hazard mapping developed under Task 3. ms will develop a preliminary matrix of potential solutions that will be applied to specific high risk areas, and undergo a screening process to determine the initial feasibility of certain solutions based on the nature of the surrounding infrastructure and the flood mitigation goal for the selected area. The screening process will consider the need for land acquisition, conflicts with existing infrastructure and an opinion of whether the potential flood mitigation benefits would exceed the estimated costs. Multiple potential solutions may be applied to a specific flooding hazard area. The solutions determined to be feasible through the initial screening process will be incorporated in the detailed hydrologic and hydraulic

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models for the purpose of quantifying the associated flood damage reduction and related benefits.

Below is additional detail on each of the potential solutions.

Hydrologic Improvements

Hydrologic solutions consisting of regional stormwater management will be evaluated in the HEC-HMS model to determine the potential for reducing peak flood discharge values at critical locations along Blacklick Creek main stem and select tributaries. Reduced peak flood discharge values associated with hydrologic solutions will be incorporated into the HEC-RAS model. It is possible that opportunities for large-scale regional detention basins within the City of Reynoldsburg may be limited. ms is aware that detention opportunities in Civic Park may have been previously investigated, and will coordinate with the appropriate parties to include any previously investigated solutions in our analysis. The screening process will be used to determine if detention basins can sufficiently reduce peak flood discharge values in Blacklick Creek's main stem to result in a meaningful reduction in existing flood hazards.

Hydraulic Improvements

Hydraulic solutions consisting of channel improvements and addressing hydraulic restrictions will consider opportunities to increase flood carrying capacity while also addressing notable channel erosion areas and locations where obstructions have contributed to past flooding. As mentioned previously, ms has partnered with Coldwater Consulting who offer expertise in channel restoration and erosion mitigation. Coldwater will provide their expertise to identify potential channel improvements. In areas where there is sufficient available open space, floodplain benching with riparian habitat benefits will be evaluated. As a potential solution. The consulting team will consider the environmental impacts of channel erosion and the impacts to surrounding infrastructure to apply a scoring system we have developed for past projects that ranks and prioritizes locations based on severity and risks. Some channel erosion solutions may fall outside of the scope of the project being FEMA BCA process, however identifying these solutions will still provide the City with valuable information that can be applied under a separate program of channel improvements. All potential hydraulic solutions will be incorporated into the HEC-RAS model to quantify flood mitigation benefits.

Non-structural Solutions

The results and mapping of the hydrologic and hydraulic modeling in Task 3 will be used to document flood prone land, buildings and public infrastructure, to create an inventory and documentation of flood damages within the City. Using established methods and available data, we will estimate potential flood damages, which is a key factor in performing a BCA representing flood mitigation solutions. Based on potential flood damages, properties that present opportunity for buy out and repurposing will be identified. There is a specific BCA requirement related to acquiring FEMA funding for property buyouts that will be applied in the evaluation of these opportunities. Flood prone property buyouts and conversion to open space may present an opportunity for the implementation of other flood mitigation solutions, such as floodplain benching.

ms plans to leverage our in-house right-of-way experts to contribute their knowledge and experience of the appraisal process which will provide great benefit when developing FEMA BCAs.

Building retrofits, such as elevating structures and other flood proofing methods, will also be considered, based on the value of the building that would justify the potential costs of flood proofing solutions.

Structural Solutions

A flood protection levee will be evaluated as a potential flood protection solution. A levee solution will be incorporated into the HEC-RAS model to quantify flood reduction. ms has great familiarity with the FEMA levee accreditation requirements listed in Title 44, Chapter 1, Section 65.10 (44 CFR 65.10) and the challenges that the FEMA levee accreditation process entails. Considerations of these challenges will be included in the overall solutions matrix.

Blacklick Creek Flood Mitigation and Channel Erosion Solutions

Local drainage improvements are expected to be identified within the Briarcliff subdivision in addition to other large scale solutions to address flooding and channel erosion along Blacklick Creek. ms will consider the potential solutions of replacement and enlargement of existing storm sewers, replacement of

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and additional storm sewer inlets, and improved flood routing between homes in strategic locations. Potential drainage improvements will be incorporated into the PCSWMM model developed under Task 3 to determine the flood reduction benefits of various alternatives.

Communication/Coordination of Potential Solutions

An initial solutions matrix will be provided to the City for discussion, as well as the subsequent results of the screening process. Preliminary graphical representations of hydrologic and hydraulic solutions that pass the screening process will be provided to the City along with a summary of model results representing the solutions. In addition, mapping of revised flood hazard limits for select recurrence intervals (10-Year, 25-Year, 50-Year, 100-Year Storm Events), will be prepared and provided to the City along with a summary of potential flood damage benefits. Separate mapping will be provided to demonstrate the locations and extent of channel erosion mitigation alternatives, along with a representation of the measures proposed to stabilize those locations.

Based on the City's feedback, we will prepare and provide the schematic plans and cost estimates for the various solutions. These schematic plan exhibits will be created representing the nature and extent of flood and channel erosion mitigation solutions, to be included in the report documentation completed in Task 5. The schematic plans will reflect ms team's knowledge of existing infrastructure within the City, and be prepared with sufficient detail to demonstrate any potential need for land and easement acquisition. The schematic plans for the drainage improvements within Briarcliff Subdivision will represent the locations and sizes of storm sewer improvements and any recommended grading. Planning level cost estimates of the flood mitigation solutions will be developed based on FEMA guidance. These estimates will consider engineering, permitting and construction costs.

TASK 5 – REPORT DOCUMENTATION AND BENEFIT-COST ANALYSIS

A study report will be created containing recommendations for flood and channel erosion mitigation solutions, representing the results of the detailed modeling and mapping, and reflecting feedback from project stakeholders. A Benefit-Cost Analysis (BCA) will be developed that will

determine whether future federal funding can be applied to the implementation of these solutions.

ms will use FEMA's most recent Toolkit Application (currently version 6.0), as well as published guidelines pertaining to the utilization of this tool. Preparing the BCA will be coordinated with representatives from OEMA, as they will eventually review and need to approve the results. The BCA scoring criteria will inform how the flood and channel erosion mitigation solutions are applied to ensure the measurable benefits are optimized. The BCA evaluation for the non- structural measures will also be completed in accordance with FEMA guidelines.

The consultant team will prepare a draft report to document the study process and provide justification for the selection of preferred flood and channel erosion mitigation solutions. The report will document the selection of flood and channel erosion mitigation solutions determined to be feasible and prioritized by the City based on benefits and costs, and will include a proposed scope, schedule and funding options for the implementation of projects, whether as part of a federal grant or otherwise. The report will also document potential environmental impacts and describe the related regulatory/permitting requirements of implementing the various flood and channel erosion mitigation solutions. This documentation will not constitute a formal Environmental Assessment, which may be required as part of future project implementation with the support of federal funds.

The draft report will be presented to the City and other project stakeholders for consideration. The final report will reflect consideration of feedback from the project stakeholders, to ensure the recommendations are determined to be practical and compliant with the requirements of the HMGP grant.

ms anticipates the following deliverables as part of the preliminary study efforts:

- Public Meeting Materials
- Hydraulic Reports
- Hydrologic and Hydraulic Models
- Schematic Plans
- Conceptual Cost Estimate
- BCA

The team has made the following assumptions when developing the engineering fee estimate:

- HEC-RAS and HEC-HMS models will be provided as a starting point.
- Limited field survey for Blacklick Creek and tributaries (cross sections where needed, structures from as-built plans).
- Sewer infrastructure survey for Briarcliff Subdivision, topographic information will come from available LiDAR information.
- Fee does not include rental of public meeting locations.
- No permitting fees are assumed as part of the study.
- Fee does not include future grant assistance for detailed design and construction.

This is **EXHIBIT B**, consisting of three pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 9, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.



**STATE-LOCAL GRANT AGREEMENT
HAZARD MITIGATION GRANT PROGRAM - CFDA 97.039
FEMA-DR-4507-OH
DECLARED MARCH 31, 2020**

This Grant Agreement (the “Agreement”) is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the “Recipient”); and, **City of Reynoldsburg** located at **7232 East Main St., Reynoldsburg, OH 43068** (herein referred to as the “Sub-recipient”).

This agreement will be in effect for the period beginning May 19, 2022 and ending May 19, 2024

1. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. seq. (“Stafford Act”) as amended, the Federal Emergency Management Agency (“FEMA”) has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency (“Ohio EMA”), has received grant funds for that purpose.
2. The Ohio Emergency Management Agency has been designated as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the Hazard Mitigation Grant Program (HMGP). The HMGP is authorized by Section 404 of the Stafford Act, Public Law 93-288. Recipient shall monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP funds from FEMA.
3. **City of Reynoldsburg, Franklin County** is the Sub-recipient and has submitted an application, which is incorporated herein by reference, to the Recipient setting forth a list of activities (herein referred to individually as “Project”). The Recipient and FEMA have approved the Projects along with any exceptions that have been made prior to signing of this agreement. The Sub-recipient agrees to complete the Project within two years of FEMA approval, unless a time extension is granted by the Recipient.
4. Sub-recipient shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazardous areas.
5. Sub-recipient has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 2 Code of Federal Regulations (CFR) Part 200 and Auditor of State Bulletin 99-05.
6. Sub-recipient shall use the mitigation funds solely for the approved scope of work in the Project. Only those costs, which are allowable as defined in 2 CFR 200 will be paid:

- a. This Grant Agreement in the amount of **\$ 334,000** (“Funds”) will serve as the contract between the Recipient, Ohio EMA and the Sub-recipient for the purpose of the approved project.
- b. Total estimated cost of the mitigation project is: **\$ 340,000.00**
 Total HMGP (Federal) contribution is: **\$ 300,600.00**
 Local contribution: **\$ 33,400.00**
- c. FEMA has awarded Sub-recipient Management Costs (SRMC) in the amount up to \$00,000 to help off-set the costs of project implementation. These funds are 100% Federal and do not require a local match. The SRMC funds must be administered by the Recipient and Sub-Recipient in accordance with:
 - i. Hazard Mitigation Assistance Guidance dated February 27, 2015
 - ii. FEMA Policy #104-11-1
 - iii. 2 Code of Federal Regulations Part 200, and
 - iv. This grant agreement.

In order to receive these funds, the Sub-Recipient must document expenses deemed reasonable, allowable, and necessary as required by this agreement and in the guidance, policy, and regulation above. Reimbursement will be based on documented, actual eligible cost incurred up to 5% of the total project cost at the time of project completion.

- d. Sub-recipient agrees to provide the necessary local cost share as required by 2 CFR Parts 200.306 and 200.434. The funding will be available within the specified period of time for completion of the Project. Documentation of the use of the local cost share is required.
 - e. Obligations of Recipient are subject to provisions of Section 126.07 of the Ohio Revised Code.
7. Sub-recipient shall return to Recipient any HMGP and State funds, which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. (2 CFR Part 200-Subpart F)
 8. Sub-recipient shall maintain records for the period set forth in 2 CFR Part 200.333 and shall give access to said records in accordance with 2 CFR Part 200.336.
 9. Sub-recipient shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
 10. Sub-recipient agrees to maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP; and agrees to bring into NFIP compliance all structures identified through Community Assistance Visits (CAV's) to the maximum extent possible. Failure to enforce NFIP requirements for all development in identified flood hazard areas will result in the Sub-recipient repaying the HMGP and state funds related to the Project.
 11. Sub-recipient shall comply with 2 CFR Part 200.318 in all procurements, including the contract provisions found in 2 CFR Parts 200.319 thru 200.326. In particular,
 - a. Sub-recipient shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.

- b. Sub-recipient shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 2 CFR Part 200.213.
12. Sub-recipient has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and 2 CFR Part 200 Subpart F – Audit Requirements.
13. Sub-recipient shall submit to the Recipient quarterly progress reports (QPR), due the 15th day of the month following the end of the quarter on the following schedule:
 - a.

January – March	Due April 15
April – June	Due July 15
July – September	Due October 15
October – December	Due January 15
 - b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Recipient.
14. Sub-recipient shall comply with all applicable federal, state and local ordinance, laws, regulations, requirements, labor standards, building codes and standards as pertains to this project and identified in 2 CFR Part 200, and agrees to provide maintenance as appropriate.
15. NONCOMPLIANCE (2 CFR PART 200.338)
 - a. If the Sub-recipient fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency;
 - ii. Disallow all of part of the cost of the activity or action not in compliance;
 - iii. Wholly or partly suspend or terminate the current award for the program;
 - iv. Withhold further awards for the program;
 - v. Take other remedies that may be legally available.
 - b. In taking an enforcement action, the awarding agency and/or the Recipient will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient or Sub-recipient is entitled under any statute or regulation applicable to the action involved.
 - c. Costs resulting from obligations incurred by the Sub-recipient during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - i. The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

16. ENVIRONMENTAL COMPLIANCE

- a. Sub-recipient will comply with FEMA Directive 108-1,, National Environmental Policy Act (NEPA), and other federal and state environmental laws and regulations in the implementation of the Project. The Recipient will provide the Sub-recipient with a signed copy of the Record of Environmental Considerations (REC) and supporting letters and documentation as soon as FEMA approves the project. The REC will identify any special conditions placed on the project that may impact demolition activities, the elevation of any structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and so on.
- b. Failure to comply with any environmental condition or requirement will result in the Sub-recipient reimbursing to the Recipient any federal or state funds expended on a property where environmental non-compliance has occurred.

17. CLOSE-OUT (2 CFR 200.343)

- a. Sub-recipient will notify the Recipient as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Recipient will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Sub-recipient with their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. Sub-recipient will immediately refund any balance of un-obligated cash advanced that is not authorized to be retained for use on other grants.
- c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 2 CFR Part 200.333, property management requirements in Parts 200.311 and 200.312, and audit requirements in Part 200 Subpart F-Audit Requirements.
- d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

18. AUDIT REQUIRMENTS (2 CFR 200 Subpart F)

In accordance with the Single Audit Act of 1984 as amended and 2 CFR 200, the following procedures will assure compliance with those standards in the administration of the Hazard Mitigation Grant Program (HMGP) to eligible Sub-recipients, pursuant to a Presidential Declaration of major disaster in the State of Ohio.

- a. The Governor's Authorized Representative (GAR) will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the HMGP. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Sub-recipient's single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report's "Schedule of Federal Financial Assistance".
- b. The Sub-recipient has the obligation to comply with all applicable rules and regulations of the HMGP, to include 2 CFR 200. If the applicant desires copies of 2 CFR 200, they are available from the County and/or State Auditor's Office.

- c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$750,000.00 or more in federal financial assistance in any fiscal year to have a single audit performed. Those local governments, state agencies/departments, or private non-profit organizations expending less than \$750,000.00 in federal financial assistance must supply the GAR with a letter from a clerk/treasurer, for each fiscal year HMGP funds are received, certifying that status.
- d. Audit reports must be sent to the GAR by the Sub-recipients within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the GAR under the HMGP.
- e. If during any single audit the Sub-recipient has been informed of non-compliance findings regarding this program, the Sub-recipient shall verbally notify the GAR immediately and prior to publication of the Audit Report.
- f. The Sub-recipients will correct the finding(s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the GAR in writing of the actions taken.
- g. Findings against the Sub-recipient remaining uncorrected by the Sub-recipient will be deducted from the applicant's final reimbursement by the GAR in the amount of funds questioned in the Audit Report. If the GAR has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-recipient, collection proceedings will be initiated by the GAR against the Sub-recipient in the amount of the questioned costs.
- h. Throughout the lifetime of the HMGP, it is the responsibility of the Sub-recipient to inform the State (or private) examiner of their participation in this program at the time of their respective single audits.
- i. The GAR will receive a listing from the State Auditor's Office of any regular or single audits completed for each Sub-recipient's jurisdiction/organization. The audits will not be forwarded to the GAR, this is an administrative requirement for each Sub-recipient to complete.
- j. The GAR will review each audit report received to assure that:
 - i. If applicable, the grant(s) received that fiscal year are included in the "Schedule for Federal Financial Assistance" portion of the Audit Report, and that the report properly addresses the HMGP, as required under the Single Audit Act and appropriate OMB guidance;
 - ii. Any of the program activities, which may have been tested by the State Examiner are in compliance with all regulations pertaining to the HMGP and single audit requirements;
 - iii. Audit findings against the Sub-recipient pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-recipient, either with guidance from, or, established by the State.
- k. From the onset of application approval, the GAR will work closely with the Sub-recipient to include site mid-program reviews and inspections of completed, approved projects by the GAR.

STATE OF OHIO
HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year set forth below:

SUB-RECIPIENT – City of Reynoldsburg, Franklin County



7/1/2022
Date

Date

Date

RECIPIENT

Sima S. Merick/JM

Sima S. Merick, Executive Director
Ohio Emergency Management Agency

07/12/2022
Date



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Accept a Right-of-Way Deed (0.004 Acres) from William L. Willis, Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis, Sr. and Marilyn McConnell Willis Trust dated August 10, 2012, Authorizing the Mayor to Enter Into a Sale and Purchase Agreement, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

Emergency requested to facilitate timely recording of the deed.

STAFF REPORT:

This right of way acquisition is necessary for completion of Phase II of the E. Main Street improvement project.

AN ORDINANCE TO ACCEPT A RIGHT-OF-WAY DEED (0.004 ACRES) FROM WILLIAM L. WILLIS, SR. AND MARILYN MCCONNELL WILLIS, TRUSTEES OF THE WILLIAM L. WILLIS, SR. AND MARILYN MCCONNELL WILLIS TRUST DATED AUGUST 10, 2012, AUTHORIZING THE MAYOR TO ENTER INTO A SALE AND PURCHASE AGREEMENT, AND DECLARING AN EMERGENCY

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

Section 1. That the following unrecorded Right-of-Way Deed (0.004 acres) from William L. Willis, Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis, Sr. and Marilyn McConnell Willis Trust dated August 10, 2012, be and are hereby accepted:

See Exhibit "A" Attached hereto and made a part hereof.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and to ensure timely recording of the acquisition; wherefore upon

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

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that William L. Willis Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis Sr. and Marilyn McConnell Willis Trust dated August 10, 2012 (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg ("Grantee"), an Ohio municipal corporation, the receipt of which is hereby acknowledged, do hereby grant in fee simple title with all general warrant covenants under Section 5302.06 of the Ohio Revised Code, without limitation of existing access rights, and subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Prior Instrument reference number: 201208170120222

Recorder's Office, Franklin County

THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A IS
INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT OF
WAY

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

IN ACKNOWLEDGEMENT WHEREOF, William L. Willis Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis Sr. and Marilyn McConnell Willis Trust dated August 10, 2012 have caused this instrument to be executed and subscribed this 2 day of August, 2023.


William L. Willis Sr., Trustee


Marilyn McConnell Willis, Trustee

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 2 day of August, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came William L. Willis Sr., Trustee, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.




Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 2 day of August, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Marilyn McConnell Willis, Trustee, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Jessica Shook
Notary Public

Instrument Prepared by *Marilyn McConnell Willis*
7232 East Main Street, Reynoldsburg, Ohio 43068

0.004 ACRE

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, lying in Half Section 8, Section 7, Township 16, Range 20, Refugee Lands, being part of Lot 68 of "Plat of the Corporation of Reynoldsburg", of record in Survey Plat Book 3, Page 171 of the records of the Franklin County Engineer's Office, conveyed as Parcel Two to William L. Willis, Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis, Sr. and Marilyn McConnell Willis Trust dated August 10, 2012, by deed of record in Instrument Number 201208170120222 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at a 3/4 inch solid iron pin found in the southerly right-of-way line of East Main Street (U.S. 40, 80 feet wide), at the common corner of said Lot 68 and Lot 67 of said "Plat of the Corporation of Reynoldsburg", at a common corner of said Parcel Two and that tract conveyed as Parcel Four to Audrey L. Iles (Transfer on Death to Donald T. Iles) by deed of record in Instrument Number 200605150092442;

Thence North 88° 37' 35" East, with said southerly right-of-way line, a distance of 40.00 feet to a northeasterly corner of said Lot 68 of said "Plat of the Corporation of Reynoldsburg" and the northwest corner of "Survey Fixing Line Between Lots 69 and 70" of record in Plat Book 17, Page 339, the common corner of said Parcel Two and that tract conveyed to J.C. Michaels LLC by deed of record in Instrument Number 201109300124055 (reference a 3/4 inch solid pin found 0.59 feet southerly);

Thence South 02° 01' 36" West, with the line common to said Lot 68 and re-survey of Lot 69 and with the line common to said Parcel Two and said J.C. Michaels LLC tract, a distance of 4.01 feet to an iron pin set;

Thence South 88° 37' 35" West, across said Lot 68 and across said Parcel Two, a distance of 39.99 feet to an iron pin set in the line common to said Lot 68 and Lot 67 and said Parcels Two and Four;

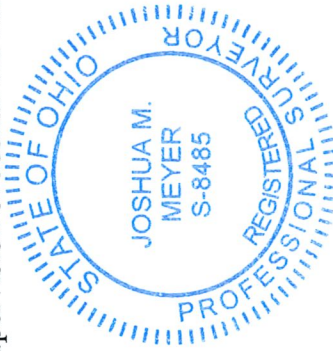
Thence North 01° 55' 38" East, with said common line, a distance of 4.01 feet to the POINT OF BEGINNING, containing 0.004 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments REYNOLDSBURG and HOWELL2, having a bearing of North 56°30'34" West, as established by the Franklin County Engineering Department using Global Positioning Systems procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485, in January 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Josh M. Meyer

3-31-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date



CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract For Sale and Purchase of Real Property (this "Agreement") is by and between the City of Reynoldsburg, Ohio, an Ohio municipal corporation (hereinafter referred to as "Purchaser"), having an office at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and William L. Willis, Sr. and Marilyn McConnell Willis, Trustees of the William L. Willis, Sr. and Marilyn McConnell Willis Trust dated August 10, 2012, 2504 Alloway Street, Worthington, Ohio 43085 (hereinafter referred to as "Sellers"). Purchaser and Sellers are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Purchaser is preparing to construct improvements upon East Main Street (the "Project"), which requires the acquisition of certain real property from the property owned by Sellers, as more particularly described herein; and

WHEREAS, Purchaser agrees to purchase from Sellers a fee simple warranty deed for right-of-way, without limitation of existing access rights, and a temporary construction easement (the "Property Interests"), for completion of the Project, as described in Exhibits A and depicted in Exhibits B, and Sellers agree to sell the Property Interests to Purchaser pursuant to the terms set forth in this Agreement.

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

Provisions

1. Price and Consideration

Purchaser agrees to compensate Seller in the amount of Five Thousand Dollars (\$5,000.00), which compensation shall constitute the entire amount of compensation due to Sellers for: (a) the Property Interests; (b) value of improvements taken; (c) any and all damages to any residual lands of Sellers; and (c) Sellers' covenants set forth herein.

2. Conveyance Documents

Sellers shall, within five (5) business days after the execution of this Agreement, execute and deliver to Purchaser a general warranty deed and an easement for the Property Interests. The general warranty deed and easement shall be by good and sufficient instrument regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower.

3. Supplemental Instruments

Sellers agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles, and interests described in Exhibit A and Exhibit B.

4. Warranty of Title

Sellers shall, and hereby do, warrant that the Property Interests described in Exhibit A and depicted in Exhibit B are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, executors, administrators, successors, and assigns.

6. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

7. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Sellers or Purchaser.

8. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by the Parties.

9. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

PURCHASER
THE CITY OF REYNOLDSBURG, OHIO

Joe Begeny, Mayor

Date

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the subscriber, a Notary Public in and for said county and state, personally came Joe Begeny, Mayor of the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

(SELLERS' SIGNATURE & ACKNOWLEDGEMENT ON THE FOLLOWING PAGE)

SELLERS

William L. Willis, Sr. and Marilyn
McConnell Willis, Trustees of the William L.
Willis, Sr. and Marilyn McConnell Willis
Trust dated August 10, 2012

William Willis, Trustee

Marilyn Willis, Trustee

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2023,
before me, the subscriber, a Notary Public in and for said county and state, personally came
William L. Willis, Trustee, and Marilyn, Willis, Trustee, who acknowledged the signing thereof
to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
official seal on the day and year last aforesaid.

Notary Public



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Amend Section 971.15 Personal Conduct of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The purpose of this legislation is to specifically prohibit the use of marijuana in city-owned parks. The prevalence of marijuana smoke as a noxious odor negatively impacts the enjoyment of these public facilities by families, who utilize these parks on a regular basis for leisure, sports, and other recreation. This legislation will give the Reynoldsburg Police Department and our Parks Ranger greater authority to remove and charge individuals who use marijuana in the parks, which could be of more need if marijuana is ultimately legalized in the state of Ohio.

AN ORDINANCE TO AMEND SECTION 971.15 PERSONAL CONDUCT OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg acknowledges the reality of marijuana usage, primarily through smoking devices, in the City parks and that such usage is noxious and offensive to families, particularly children, who use the parks on a regular basis; and

WHEREAS, in order to mitigate the use of marijuana in the parks, City Council believes it is necessary to specifically prohibit such usage and provide the Reynoldsburg Police Department and the Parks Ranger the tools necessary to remove and charge individuals engaging in such noxious and offensive conduct.

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

Section 1. That Section 971.15 Personal Conduct of the Codified Ordinances of the City of Reynoldsburg be amended as shown in Exhibit A, attached hereto and made a part hereof.

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

971.15 PERSONAL CONDUCT.

(a) No person in or adjacent to a park shall conduct himself/herself by word or by act, in a riotous, disorderly, boisterous, threatening or other manner so as to disturb the peace and good order of the park.

(b) No person shall use any sound amplification device audible more than 20 feet from the device without specific written permission from the Director. No speaker, amplifiers, or similar equipment shall be displayed outside of a vehicle.

(c) No person shall remain within the park that does not abide by conditions adopted by the Department for the preservation of good order and the protection of property within the park; and no person shall remain within the park who does not abide by the instructions of a duly authorized peace officer or Department staff member in the lawful performance of their duties. Any person directed by a peace officer or Department staff member shall do so promptly and peaceably.

(d) No person shall obstruct, resist, or engage in disorderly conduct toward a peace officer or Department staff member in and during the lawful performance of his/her duties.

(e) No person in the park shall willfully assault or commit bodily injury upon another or engage in or abet or aid in any fight, quarrel, or other disturbance.

(f) No person or groups of persons shall assemble in or adjacent to a park for any unlawful purpose or riotous assemblance or with intent to annoy, harass, or inflict property damage or bodily injury upon another person or persons or inflict damage to a park.

(g) No person in a park shall solicit or attempt to solicit another to engage in an act of sex perversion or solicit or request another to commit, perform or engage in any lewd, lascivious, obscene, or indecent act or behavior.

(h) No person with the intent to do so shall willfully interfere with, disrupt, or prevent the conduct of any recreational program event or activity conducted by or having been scheduled through the Department at a park or recreational facility.

(i) No person shall enter restrooms designated for the opposite sex unless necessary for maintenance, service or safety reasons.

(j) No person shall use any form of tobacco or electronic nicotine delivery systems in City-owned parks or outdoor facilities used or operated by the Parks and Recreation Department. Tobacco and nicotine free zones shall be established by placing appropriate signage as determined by the Director or his/her designee.

(k) No person shall use, or caused to be released, any form of marijuana or marijuana smoke in City-owned parks or outdoor facilities used or operated by the Parks and Recreation Department. "Smoke" means to inhale, exhale, burn or carry a lighted heated device, including the use of electronic smoking devices that creates an aerosol or vapor.

(l) No person, without permission, shall enter a clearly marked work zone of tree removal or maintenance.

(m) No person, without permission, shall enter a clearly marked work zone where pesticides or herbicides are being applied or during a time period following the application of pesticides or herbicides necessary to ensure the safety of the public.

(Ord. 37-03. Passed 5-27-03; Ord. 146-17. Passed 12-11-17; Ord. 61- 2021. Passed 5-10-21.)

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(Ord. 37-03. Passed 5-27-03; Ord. 146-17. Passed 12-11-17; Ord. 61- 2021. Passed 5-10-21.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The Community Events Department received donations in the amount of \$34,400 for the Tomato Festival that were deposited into the General Fund. Those funds need to be transferred into the 2023 Community Events budget.

Total funds to be transferred: \$34,400

110.344.5339 Miscellaneous Contract Services

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department

WHEREAS, the City of Reynoldsburg received financial donations from 2023 for the Tomato Festival in the amount of \$34,400.00; and

WHEREAS, those funds were deposited into the General Fund and need to be transferred into the 2023 Community Events funds.

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

Section 1. That an amount of \$34,400.00 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5339 Miscellaneous Contract Services \$34,400.00

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2024 Tomato Festival

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Contract not to exceed \$165,000 for professional services as the booking agent and production services for the 2024 Tomato Festival.
\$145,000 will be budgeted to account 110.344.5339 (Misc. Contract Services) in the 2024 Budget.
\$20,000 will be deposited from the remaining fund of the 2023 budget from account number 110.344.5339 (Misc Contract Services)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2024 TOMATO FESTIVAL

WHEREAS, the City of Reynoldsburg, in preparation of the 2024 Tomato Festival needs to secure entertainment contracts well advance of the event; and

WHEREAS, the City has successfully used Media Promotion Enterprises (MPE) as the contractor that negotiates and handles the various agreements with performing artists; and

WHEREAS, the Mayor is authorized to begin the process to secure entertainment for the 2024 Tomato Festival.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Media Promotion Enterprises (MPE) for a price not to exceed one hundred and sixty-five thousand dollars (\$165,000.00).

SECTION 2. That \$145,000.00 will be budgeted in account number 110.344.5339 Miscellaneous Contract Services in the 2024 Budget with \$20,000.00 being deposited from the remaining funds in the 2023 Budget from account number 110.344.5339 Miscellaneous Contract Services.

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



MEDIA PROMOTION ENTERPRISES

TALENT AND PRODUCTION CONTRACT

This agreement, and the attached addenda herein, duly executed this 6 September 2023, between **Media Promotion Enterprises** (herein known as "Producer") and the **City of Reynoldsburg f/s/o Reynoldsburg Tomato Festival** (herein known as "Purchaser") shall verify the terms and conditions of our agreement regarding the following entertainment event.

Artists: Thursday – Artist TBD
Friday – Artist TBD
Saturday – Artist TBD

Dates: AUGUST 8,9,10, 2024

Location: Huber Park, Reynoldsburg, OH

Event: Reynoldsburg Tomato Festival

Times: Headliners Approx. 8:30PM TBD

OBLIGATIONS OF PRODUCER

1. **Artist**
MPE is to research and present options for the 2024 festival.
2. **Production**
Producer agrees to provide a professional production package to meet the needs of the Artist/s. This includes the following:
 - 1 – Covered portable stage with sound fly-bays (40x30 feet)
 - 1 – Professional public address system per Artist/s specifications
 - 1 – Professional lighting package per Artists/s specifications
 - 1 – Backline equipment if applicable per Artist/s specifications.
3. **Ground Transportation**
Producer agrees to provide all local ground transportation from the Airport, Hotel, and Venue.
4. **Staffing**
Producer agrees to provide on-site staff to facilitate the needs of the Aritst/s and production crew.
5. **Hospitality**
Producer agrees to provide stage water, towels, and bus stock, and other hospitality and rider requirements as needed by each Artist/s.
6. **Lodging**
Producer agrees to provide full service hotel accommodations for Artists if needed at a 4 star or higher hotel property.

(304) 697-4222
(800) 788-4006
(800) 494-7315 FAX

Professional Entertainment

1
423 Sixth Avenue
Huntington, WV 25701
www.mpe-entertainment.com



MEDIA PROMOTION ENTERPRISES

OBLIGATIONS OF PURCHASER

1. **Venue Access**
PURCHASER agrees to avail premises to MPE beginning Wednesday if needed for production load-in and through Saturday for load-out in order to execute the requirements of ARTIST'S contract.
2. **Electric**
PURCHASER agrees to provide power as needed to fulfill the requirements of MPE's contract with the ARTIST. If utilizing generator power 1 - 200amp 3phase service for sound and 1 – 200amp 3phase service for lighting will be required.
3. **Tent**
PURCHASER agrees to provide a 20x20 tent stage left for use by the production and Artist/s if available. This may be utilized for merchandise sales as well.
4. **Labor**
PURCHASER agrees to provide **6 strong, able bodied**, and sober individuals for production load-in on Wednesday and load-in and load-out of Headlining Artists on Thursday, Friday and Saturday Times are TBD and will be listed on the final production schedule.
5. **Hotel Accommodations**
PURCHASER to provide hotel accommodations for ARTIST and crew not to exceed \$7500.00. A rooming list shall be provided a minimum of thirty (30) days before show date to ensure availability of rooms.
6. **Catering/Meals/Green Room**
PURCHASER to provide catered meals per ARTIST'S specifications for lunch and dinner on Friday and Saturday not to exceed \$3500.00. PURCHASER to make a private space available indoors within walking distance from stage. A space should be made available indoors for exclusive use of each headlining Artist each day.
7. **Security**
PURCHASER shall provide security from the time ARTIST/S arrives until it has been loaded back into ARTIST/S or PRODUCER'S trucks. PURCHASER shall fence in backstage area securely. PURCHASER also agrees to provide overnight security for the venue.
8. **Force Majeure**
PURCHASER agrees that all entertainment performances are subject to Force Majeure parameters. Provided that the ARTISTS are present on location, willing and able to perform pursuant to the terms hereof, payment of all guaranteed compensation shall be made to MPE. The obligation of the ARTIST to perform is subject to detention or prevention by accidents of ground transportation, Acts of God, riots, strikes, labor disputes, epidemics, any act or order of public authority, or any cause, similar or dissimilar beyond the control of MPE, PURCHASER, and ARTIST, which, in the PURCHASER'S determination, would prevent or interfere with the presentation of the show.



MEDIA PROMOTION ENTERPRISES

In the event of inclement weather creating dangerous or unsafe performance conditions resulting in cancellation of any show, the total contracted amount is to be paid in full. The final decision pertaining to the exercise of this item will lie with the PRODUCER upon consultation with ARTIST'S representatives and PURCHASER.

7. **Cancellation**

Each situation will be handled on a case by case basis. PURCHASER and PRODUCER agree if a forced cancellation due to state mandated order occurs Producer will work with Purchaser to reschedule the above mentioned acts to the following year. This decision shall be made at minimum 30 days from the beginning of the event.

In the event of cancelling an act which will not return the following year PRODUCER would retain a portion of the deposit if applicable on a pro-rata basis to cover expenses already incurred by the ARTIST/S or PRODUCER and the remaining portion of the deposit would be returned to the PURCHASER or carried to the next year. Any remaining balance owed to the PRODUCER would be waived and the contract would be cancelled.

Payment Terms

Purchaser and Producer agree the total contracted amount of \$165,000.00 to be paid as follows:

- 1) Payment 1: A deposit of \$20,000.00 (Twenty Thousand Dollars and Zero Cents) payable to MPE Entertainment by certified funds will be due on or before December 31, 2023.
- 2) Payment 2: A payment to equal 50% of the total contract (\$82500 minus Payment 1) will be due with the final contract once the Artists are selected.
- 3) Payment 3: The remaining balance of \$82,500.00 payable to MPE Entertainment will be due on or before
- 4) Any amount of the total contracted amount of \$165,000.00 that goes unused in 2024 will be carried over to 2025 if applicable.

SIGNATURES TO APPEAR ON THE FOLLOWING PAGE

(304) 697-4222
(800) 788-4006
(800) 494-7315 FAX

Professional Entertainment

3
423 Sixth Avenue
Huntington, WV 25701
www.mpe-entertainment.com



MEDIA PROMOTION ENTERPRISES

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY ARE
AUTHORIZED TO DO SO, AND ASSUME RESPONSIBILITY TO SATISFY ALL TERMS AND
CONDITIONS OF THIS CONTRACT.

PURCHASER

X _____
Mayor Joe Begeny
City of Reynoldsburg, OH
7232 E Main Street
Reynoldsburg, OH 43068
(614) 322-6839 Office

PRODUCER

X  _____
Joe Eddins - President
Media Promotion Enterprises, LLC
423 Sixth Avenue
Huntington, WV 25701
(304) 697-4222

(304) 697-4222
(800) 788-4006
(800) 494-7315 FAX

Professional Entertainment

4
423 Sixth Avenue
Huntington, WV 25701
www.mpe-entertainment.com



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Authorizing an Increase in Appropriations for Various JEDD Agreements, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

THREE READING AND Passage as an Emergency

REASON FOR EMERGENCY:

For the Financial Needs of the City

STAFF REPORT:

**AN ORDINANCE AUTHORIZING AN INCREASE IN APPROPRIATIONS FOR
THE VARIOUS CITY JEDD AGREEMENTS AND DECLARING AN EMERGENCY**

**AN ORDINANCE AUTHORIZING AN INCREASE IN APPROPRIATIONS FOR VARIOUS
CITY JEDD AGREEMENTS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg, Ohio has five separate JEDD agreements that require distribution to multiple municipalities and other collaborative entities; and

WHEREAS, it is deemed necessary to appropriate additional funds to three (3) of the JEDD funds in order to make all necessary distributions for the remainder of 2023.

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

SECTION 1. That JEDD 3, 4, and 7 require distribution of funds to all members associated with the JEDD agreements on a quarterly basis.

SECTION 2. That the following appropriations be made from the unappropriated JEDD funds:

JEDD 3	943.000.5529	\$250,000
JEDD 4	944.000.5529	\$ 75,000

JEDD 7 947.000.5529 \$200,000

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for the acceptance and distribution of JEDD funds, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Eastern Community Reinvestment Area in the City of Reynoldsburg and Designating a Housing Officer to Administer the Program

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE EASTERN COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM

WHEREAS, the Council of Reynoldsburg desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in the area of the corporate boundaries of the City of Reynoldsburg which have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing within the proposed Eastern Community Reinvestment Area, attached hereto as Exhibit A, as required by Ohio Revised Code (“Revised Code”) Section 3735.66 has been prepared for the area to be included in the proposed Eastern Community Reinvestment Area, which area is identified on Exhibit B attached hereto; and

WHEREAS, the maintenance of existing structures and construction of new structures in the proposed

Eastern Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities within the proposed Eastern Community Reinvestment Area and the City of Reynoldsburg as a whole; and

WHEREAS, the remodeling of existing structures and construction of new structures in the proposed Eastern Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted;

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

SECTION 1. This Council hereby adopts the findings of the Housing Survey, including the finding that area designated as the proposed Eastern Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new housing construction and/or repair of existing facilities is, and has been, discouraged.

SECTION 2. Pursuant to Revised Code Section 3735.66, the Reynoldsburg Eastern Community Reinvestment Area is hereby established in the area of the City of Reynoldsburg, as further depicted on Exhibit B attached hereto and incorporated herein by this reference. Wherein only commercial and/or industrial properties consistent with the applicable zoning regulations within the Eastern Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 3. All properties identified in Exhibit B as being within the Eastern Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

SECTION 4. Within the Eastern Community Reinvestment Area, the percentage of the tax exemption (up to 100%) on the increase in the assessed valuation resulting from either remodeling (the cost of which is at least \$5,000) or the new construction of commercial and industrial real property and the term of that exemption (up to 15 years) shall be negotiated on a case-by-case basis in advance of such remodeling or construction occurring in accordance with Revised Code Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as required by Revised Code Section 3735.671. Residential dwelling structures of three (3) or more family units shall be considered to be commercial structures for purposes of the Eastern Community Reinvestment Area. If remodeling or new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 5. To administer and implement the provisions of this Ordinance, the Mayor is designated as the Housing Officer as described in Revised Code Sections 3735.65 through 3735.70. The Mayor may delegate said duties to his designee as necessary.

SECTION 6. The Community Reinvestment Area Housing Council established by Ordinance No. 59-2022 shall serve as the Community Reinvestment Area Housing Council for the Eastern Community Reinvestment Area. The Housing Council shall make an annual inspection of the properties within the Eastern Community Reinvestment Area for which an exemption has been granted under Revised Code Section 3735.67. The Housing Council shall also hear appeals under Revised Code Section 3735.70.

The previously established Tax Incentive Review Council for the City of Reynoldsburg shall review

annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the Revised Code and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION 7. This Council reserves the right to re-evaluate the designation of the Eastern Community Reinvestment Area after December 31, 2030, at which time this Council may direct the Housing Officer not to accept any new applications for exemptions as described in Revised Code Section 3735.67.

SECTION 8. The Mayor is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Department of Development. On or before March 31 of each year, the Mayor shall submit to the Director of the Ohio Department of Development any status reports for the Eastern Community Reinvestment Area, as may be required by Revised Code Sections 3735.672 and 3735.69.

SECTION 9. The Clerk of Council is hereby directed to publish this ordinance, immediately following its passage, in a newspaper of general circulation in the City once a week for two consecutive weeks or as provided in Revised Code Section 7.16.

SECTION 10. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 21.22.

SECTION 11. This Ordinance shall be in full force and effect thirty days following adoption by Council and the signature of the Mayor.

Exhibit A

EASTERN COMMUNITY REINVESTMENT AREA HOUSING SURVEY

[ATTACHED]

Community Reinvestment Area Housing Survey

City of Reynoldsburg Eastern CRA District



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

Prepared by: City of Reynoldsburg Department of Economic Development

June 15, 2023

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Purpose and Scope

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

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

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

City of Reynoldsburg

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

Demographic Analysis

Reynoldsburg's 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2019 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 6.5% of residents are under the age of 5; 20.7% of residents are between the ages of 5 and 19; 59.9% of residents are between the ages of 20 and 64; and 12.7% are 65 years of age or older. The city's population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37. There are 14,470 households with 2.63 persons per household. Approximately 92.3% of persons 25 years and older have a high school diploma and 31.4% of persons 25 years and older have a bachelor's degree.

Economic Analysis

The median household income is \$67,120 with a 2019 per capita income of \$31,094. Approximately 9.1% of people in the City of Reynoldsburg are living below the poverty line. According to the 2020 Decennial Census, the racial makeup of Reynoldsburg is 50.6% White, 29.1% African American, 0.3% Native American, 9.8% Asian, 3.1% from other races and 7% from two or more races. Hispanic or Latino of any race is 5.6% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has 19,992 people in the labor force with an unemployment rate of 3.2%. The industry breakdown by employment is shown in Chart 1 below.

City Housing Stock

The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, 59.5% of Reynoldsburg's housing stock was constructed prior to 1990 with over 25% of the community's housing stock having been built before 1970. In addition, the median age of multi-family housing units is approximately 40 years old. In 2019, 14,470 of Reynoldsburg's 15,430 housing units were occupied, representing a 93.8% occupancy rate. Of the 14,470 occupied housing units, 62.7% (9,066) were owner occupied and 37.3% (5,404) were renter occupied. The homeowner vacancy rate is 1.4% and the rental vacancy rate is 8.2%. Approximately 43.8% of all owner-occupied housing units within the City of Reynoldsburg have a value of under \$150,000.

Approximately 393 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 2.8% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg, City of Columbus and the Columbus Metropolitan Statistical Area (MSA) are shown in **Table 1** below.

Table 1: Housing Stock Comparison

	Reynoldsburg	Columbus	Columbus MSA
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	2.8%	2.2%	1.9%

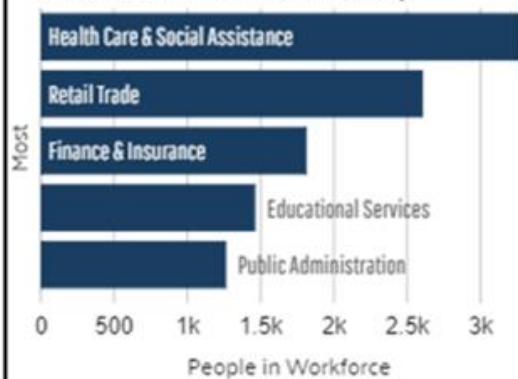
Source: 2019 American Community Survey

Chart 1: 2019 Employment by Industry

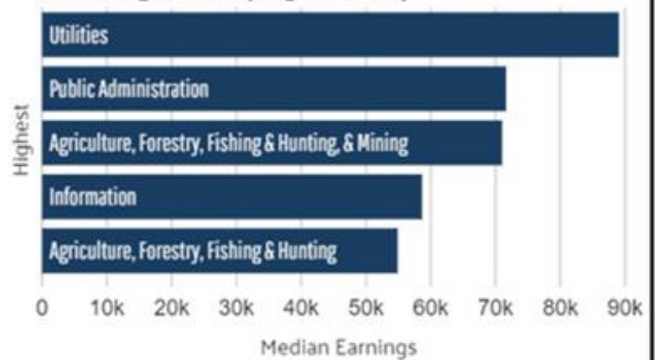


Note: From 2018 to 2019, employment in Reynoldsburg grew at a rate of 0.944% from 19.8K employees to 20K employees.

2019 Most Common Industry



2019 Highest Paying Industry



Source: Census ACS 5-year Estimate

Proposed Eastern CRA District

As previously referenced, the proposed Eastern CRA District consists of 1,155 parcels, which are located within Census Tracts 93.85, 93.90, 7559.02, 7562.01, 7562.03 and 7562.04. There are 941 parcels zoned Suburban Residential, 148 parcels zoned Residential Medium, 28 parcels zoned East Main Street, 17 parcels zoned Community Commercial, 8 parcels zoned Innovation, 3 parcels zoned Olde Reynoldsburg Commercial District and 10 parcels zoned Open Space within the proposed Eastern CRA District. Specific characteristics of the housing stock within the Census Tracts and the proposed Eastern CRA District are below.

CRA Housing Stock

According to the American Community Survey, 37% of housing units within Census Tracts 93.85, 93.90, 7559.02, 7562.01, 7562.03 and 7562.04 were built prior to 1990, 11% were built prior to 1970 and 2.4% were built before 1939. It's estimated that 76 housing units lack telephone service availability. In regard to house heating fuel, there are 52 housing units that utilize wood, 244 housing units use bottled/tank or liquid propane gas and 158 housing units use fuel oil or kerosene. Approximately 30% of housing units within the aforementioned Census Tracts are valued under \$150,000 and 7% are valued under \$100,000. It is projected that 18% of the residential units (1,433 housing units) are renter-occupied. For occupied housing units that pay rent, approximately 5.6% have rent below \$500 per month, and 80.5% have rent below \$1,000 per month.

Condition of Housing

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

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

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

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

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

Property Address: 1536 Mulligan Court
Parcel No: 060-008125
Age of Structure: 27 years old
Franklin County Auditor Current Valuation: \$181,000 (\$48,000 land, \$133,000 improvements)

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

Condition Ranking: Poor





Property Address: 1504 Graham Road
Parcel No: 060-001000
Age of Structure: 123 years old
Franklin County Auditor Current Valuation: \$110,600 (\$39,400 land, \$71,200 improvements)

Condition Analysis: Appears uninhabited, lack of front porch foundation, deteriorated trim on doors and windows, missing gutters on the entire property, boarded up door on the garage, severely damaged garage door, damaged wood siding and visible code enforcement violations.

Condition Ranking: Poor





Property Address: 7596 Broadwyn Drive
Parcel No: 060-000326
Age of structure: 65 years old
Franklin County Auditor Current Valuation: \$106,700 (\$30,000 land, \$76,700 improvements)

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

Condition Ranking: Poor





Property Address: 7626 Broadwyn Drive
Parcel No: 060-000330
Age of Structure: 66 years old
Franklin County Auditor Current Valuation: \$194,600 (\$37,800 land, \$156,800 improvements)

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



Property Address: 1497 Marabar Drive
Parcel No: 060-000351
Age of Structure: 65 years old
Franklin County Auditor Current Valuation: \$106,400 (\$31,100 land, \$75,300 improvements)

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

Condition Ranking: Below Average



Property Address: 253 Estates Lane
Parcel No: 060-004594
Age of Structure: Unknown (Multiple mobile home residences on 1 parcel)
Franklin County Auditor Current Valuation: \$5,969,600 (\$2,397,200 land, \$3,572,400 improvements)

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

Condition Ranking: Below Average



Property Address: 191 French Run Lane
Parcel No: 060-004594
Age of Structure: Unknown (Multiple mobile home residences on 1 parcel)
Franklin County Auditor Current Valuation: \$5,969,600 (\$2,397,200 land, \$3,572,400 improvements)

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

Condition Ranking: Below Average



Property Address: 204 French Run Lane
Parcel No: 060-004594
Age of Structure: Unknown (Multiple residences on 1 parcel)
Franklin County Auditor Current Valuation: \$5,969,600 (\$2,397,200 land, \$3,572,400 improvements)

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

Condition Ranking: Below Average





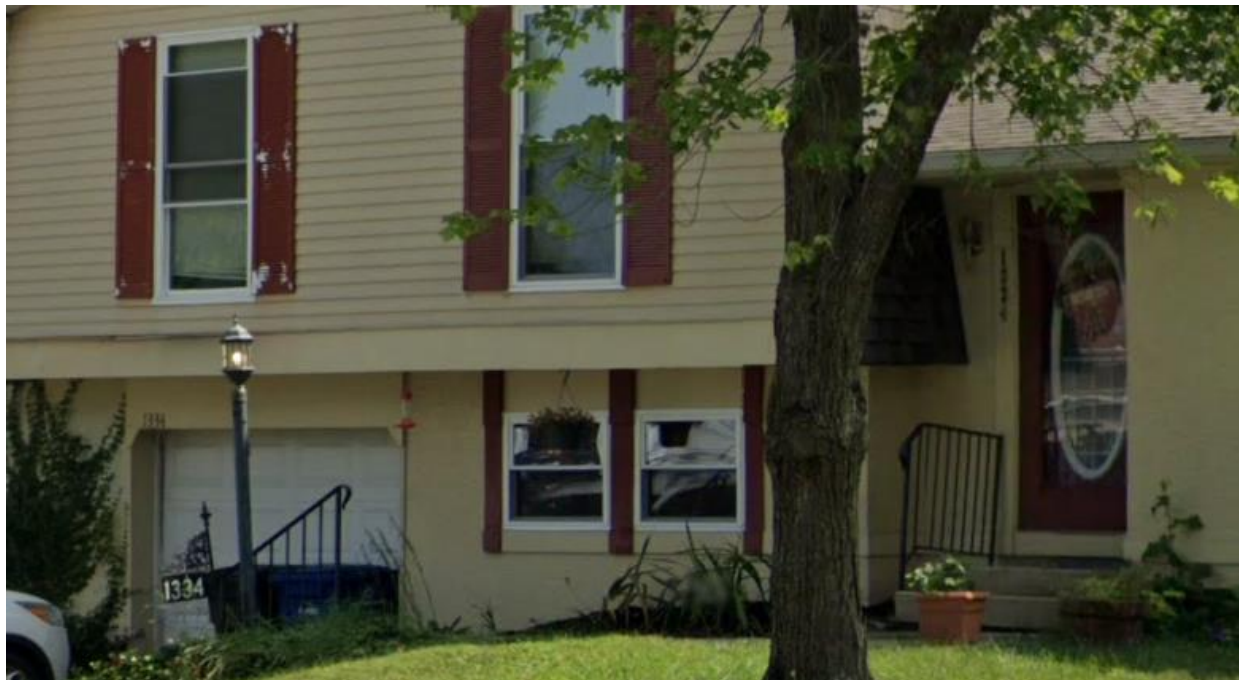
Property Address: 8169 Durham Drive
Parcel No: 013-030210
Age of Structure: 50 years old
Licking County Auditor Current Valuation: \$144,800 (\$42,000 land, \$102,800 improvements)

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



Property Address: 1334 Crestview Street
Parcel No: 013-031068
Age of Structure: 51 years old
Licking County Auditor Current Valuation: \$133,800 (\$39,200 land, \$94,600 improvements)

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



Property Address: 1337 Hanson Street
Parcel No: 013-030594
Age of Structure: 48 years old
Licking County Auditor Current Valuation: \$162,600 (\$39,200 land, \$123,400 improvements)

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



Conclusion

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

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

Map 1: Proposed Eastern CRA District

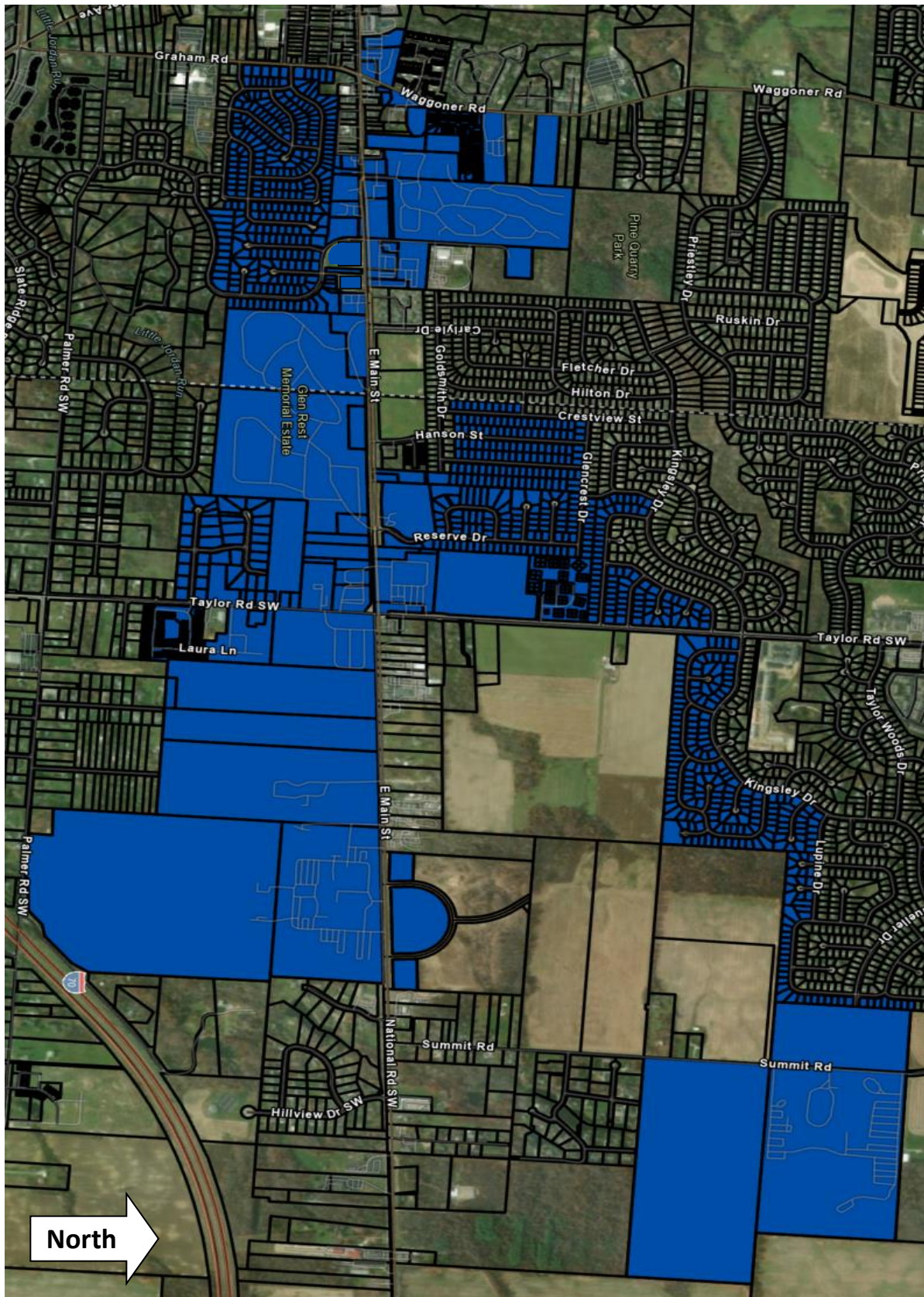


Table 2: Proposed Eastern CRA District Parcel List

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060-000322	060-000402	060-001947	060-008100
060-000330	060-000403	060-001948	060-008101
060-000331	060-000404	060-001949	060-008102
060-000332	060-000405	060-001950	060-008103
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060-000365	060-000407	060-001952	060-008105
060-000383	060-000408	060-001953	060-008106
060-000387	060-000963	060-001954	060-008107
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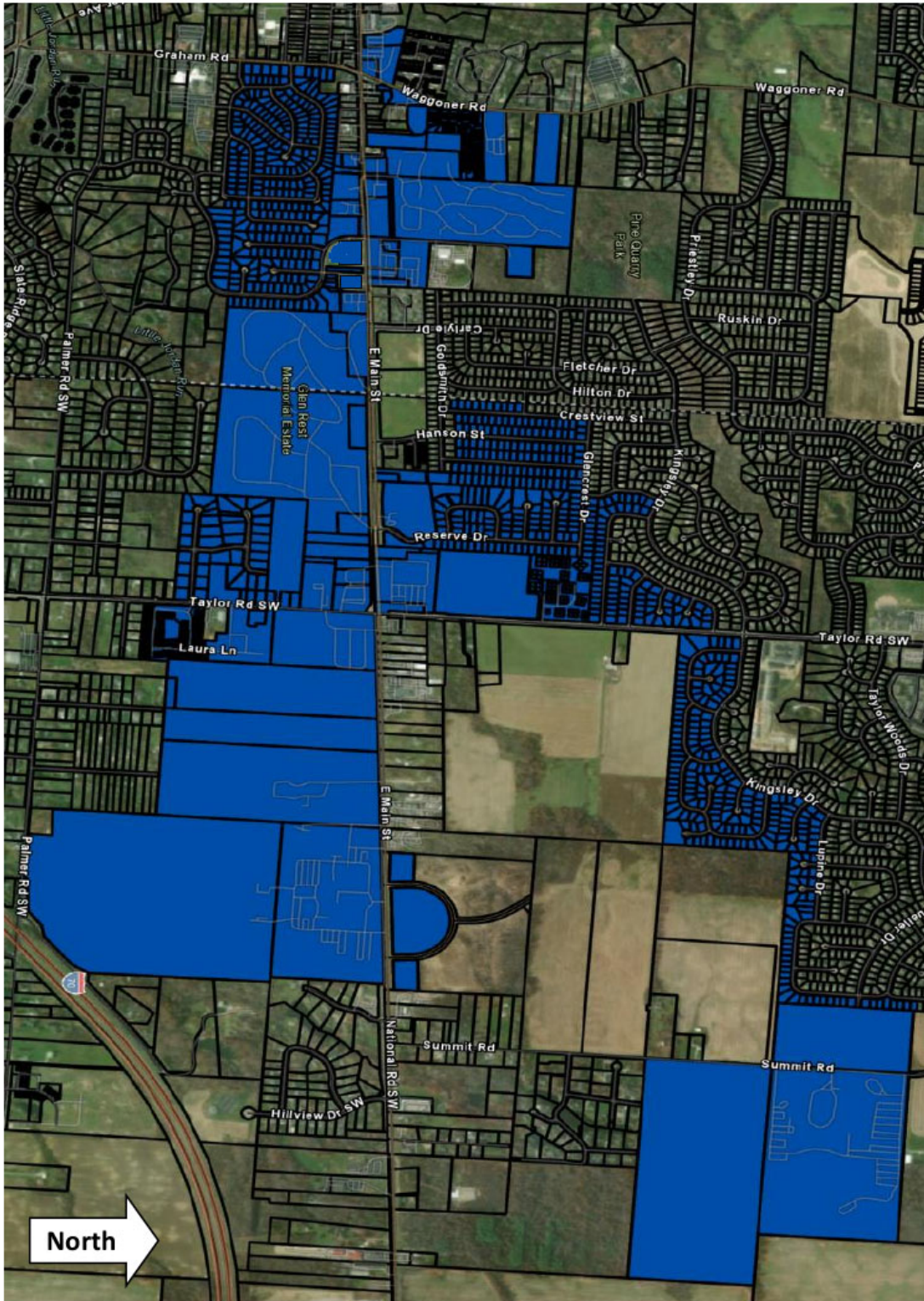
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Exhibit B

EASTERN COMMUNITY REINVESTMENT AREA (IN BLUE)





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Gateway Community Reinvestment Area in the City of Reynoldsburg and Designating a Housing Officer to Administer the Program

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE GATEWAY COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM

WHEREAS, the Council of Reynoldsburg desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in the area of the corporate boundaries of the City of Reynoldsburg which have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing within the proposed Gateway Community Reinvestment Area, attached hereto as Exhibit A, as required by Ohio Revised Code (“Revised Code”) Section 3735.66 has been prepared for the area to be included in the proposed Gateway Community Reinvestment Area, which area is identified on Exhibit B attached hereto; and

WHEREAS, the maintenance of existing structures and construction of new structures in the proposed

Gateway Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities within the proposed Gateway Community Reinvestment Area and the City of Reynoldsburg as a whole; and

WHEREAS, the remodeling of existing structures and construction of new structures in the proposed Gateway Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted;

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

SECTION 1. This Council hereby adopts the findings of the Housing Survey, including the finding that area designated as the proposed Gateway Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new housing construction and/or repair of existing facilities is, and has been, discouraged.

SECTION 2. Pursuant to Revised Code Section 3735.66, the Reynoldsburg Gateway Community Reinvestment Area is hereby established in the area of the City of Reynoldsburg, as further depicted on Exhibit B attached hereto and incorporated herein by this reference. Wherein only commercial and/or industrial properties consistent with the applicable zoning regulations within the Gateway Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 3. All properties identified in Exhibit B as being within the Gateway Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

SECTION 4. Within the Gateway Community Reinvestment Area, the percentage of the tax exemption (up to 100%) on the increase in the assessed valuation resulting from either remodeling (the cost of which is at least \$5,000) or the new construction of commercial and industrial real property and the term of that exemption (up to 15 years) shall be negotiated on a case-by-case basis in advance of such remodeling or construction occurring in accordance with Revised Code Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as required by Revised Code Section 3735.671. Residential dwelling structures of three (3) or more family units shall be considered to be commercial structures for purposes of the Gateway Community Reinvestment Area. If remodeling or new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 5. To administer and implement the provisions of this Ordinance, the Mayor is designated as the Housing Officer as described in Revised Code Sections 3735.65 through 3735.70. The Mayor may delegate said duties to his designee as necessary.

SECTION 6. The Community Reinvestment Area Housing Council established by Ordinance No. 59-2022 shall serve as the Community Reinvestment Area Housing Council for the Gateway Community Reinvestment Area. The Housing Council shall make an annual inspection of the properties within the Gateway Community Reinvestment Area for which an exemption has been granted under Revised Code Section 3735.67. The Housing Council shall also hear appeals under Revised Code Section 3735.70.

The previously established Tax Incentive Review Council for the City of Reynoldsburg shall review

annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the Revised Code and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION 7. This Council reserves the right to re-evaluate the designation of the Gateway Community Reinvestment Area after December 31, 2030, at which time this Council may direct the Housing Officer not to accept any new applications for exemptions as described in Revised Code Section 3735.67.

SECTION 8. The Mayor is hereby directed to deliver a copy of this ordinance to the Director of the Ohio Department of Development. On or before March 31 of each year, the Mayor shall submit to the Director of the Ohio Department of Development any status reports for the Gateway Community Reinvestment Area, as may be required by Revised Code Sections 3735.672 and 3735.69.

SECTION 9. The Clerk of Council is hereby directed to publish this ordinance, immediately following its passage, in a newspaper of general circulation in the City once a week for two consecutive weeks or as provided in Revised Code Section 7.16.

SECTION 10. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 21.22.

SECTION 11. This ordinance shall be in full force and effect thirty days following City Council approval and the signature of the Mayor.

Exhibit A

GATEWAY COMMUNITY REINVESTMENT AREA HOUSING SURVEY

[ATTACHED]

Community Reinvestment Area Housing Survey

City of Reynoldsburg Gateway CRA District



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

Prepared by: City of Reynoldsburg Department of Economic Development

June 15, 2023

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Purpose and Scope

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

The purpose of this report is to determine whether the proposed area shown in **Map 1** should be designated as a CRA as defined by the Ohio Revised Code (ORC) Section 3735.65. More specifically, this Housing Survey was completed to determine if the proposed CRA is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. The proposed Gateway CRA District consists of 2,918 parcels, which are located within Census Tracts 93.97, 93.94, 93.81, 93.84, 93.83 and 93.86. There are 2,037 parcels zoned Suburban Residential, 89 parcels zoned Residential Medium, 375 parcels zoned East Main Street, 116 parcels zoned Brice and Main District, 4 parcels zoned Olde Reynoldsburg Commercial District, 7 parcels zoned Olde Reynoldsburg Neighborhood District, 177 parcels zoned Community Commercial, 100 parcels zoned Innovation and 13 parcels zoned Open Space within the proposed Gateway CRA District. A complete listing of the parcels within the proposed Gateway CRA is shown in **Table 2** below. A written description of the proposed CRA boundary is as followed:

An area bounded in the north by commercial properties from between just east of Manor Drive to Brice Road that are located on the north side of East Main Street and abut the southern boundary of residential properties located on the southern side of Barberry Hollow; the commercial properties from Brice Road to Rosehill Road that are located on the north side of East Main Street and abut the southern boundary of residential properties located on the southern side of Portsmouth Drive, excluding the following parcels that are located within the Community Reinvestment Area District that was established by Ordinance 60-84 (060-006461, 060-005166, 060-009278, 060-009279 060-009280, 060-009281 and 060-007347); the properties located on the north side of Imperial Rose Place from the terminus of Imperial Rose Place to Rosehill Road; the five residential parcels located north of the properties along the north side of Bordeaux Court along the east side of Rosehill Road; the three residential parcels located north of the properties along the north side of Lyon Court along the west side of Matterhorn Drive; the properties along on the south side of Ardelle Drive from Matterhorn Drive to Briarcliff Road; the four residential parcels located north of Carrousel Drive East along the east side of Briarcliff Road and the four residential parcels contiguous to the east; the eight residential parcels located north of Roundelay Road South along the west and east side of Nocturne Road East; the eight residential parcels located north of Aida Drive and along the east side of Roundelay Road East with the residential parcels contiguous to the west; and an area generally bounded in the east by the Blacklick Creek until Livingston Avenue, with the inclusion of the following parcels that are located on the east side of Blacklick Creek (060-008339, 060-008344, 060-008347, 060-008860, 060-008861, 060-007542 and 060-007541); an area bounded in the south by the parcels along the north side of Livingston Avenue from Blacklick Creek until Redwood Street; the parcels along the east side of Redwood Street from Livingston Avenue to Baldwin Road; the residential parcels along Woodsedge Drive; the residential parcels along the east side of Baldwin Road until Reynoldsburg Junior High School; the properties on the east side of Belltree Drive from Birchview Drive South until the northwestern edge of the Reynoldsburg Junior High School; the parcels on the southside of Birchview Drive South from the Reynoldsburg Junior High School until Ayers Drive; the properties along the south side of Ayers Drive and Rippey Circle; the parcels along the north side of the Interstate 70 exit ramp to Brice Road; and an area bounded in the west by the properties along the east side of Brice Road from Interstate 70 until to Livingston Avenue; the properties on the north side of East Livingston from Brice Road until the parcels just north of Saranac Drive; the properties along the south edge of Radekin Road from the terminus of Radekin Road to Brice Road; the properties along the west edge of Brice Road from Radekin Road until East Main Street, with the exclusion of the following parcel that is located within the Community Reinvestment Area District that was established by Ordinance 60-84 (060-001120); and the properties on the north side of East Main Street from Brice Road until just east of Manor Drive.

City of Reynoldsburg

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

Demographic Analysis

Reynoldsburg's 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2019 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 6.5% of residents are under the age of 5; 20.7% of residents are between the ages of 5 and 19; 59.9% of residents are between the ages of 20 and 64; and 12.7% are 65 years of age or older. The city's population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37. There are 14,470 households with 2.63 persons per household. Approximately 92.3% of persons 25 years and older have a high school diploma and 31.4% of persons 25 years and older have a bachelor's degree.

Economic Analysis

The median household income is \$67,120 with a 2019 per capita income of \$31,094. Approximately 9.1% of people in the City of Reynoldsburg are living below the poverty line. According to the 2020 Decennial Census, the racial makeup of Reynoldsburg is 50.6% White, 29.1% African American, 0.3% Native American, 9.8% Asian, 3.1% from other races and 7% from two or more races. Hispanic or Latino of any race is 5.6% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has 19,992 people in the labor force with an unemployment rate of 3.2%. The industry breakdown by employment is shown in Chart 1 below.

City Housing Stock

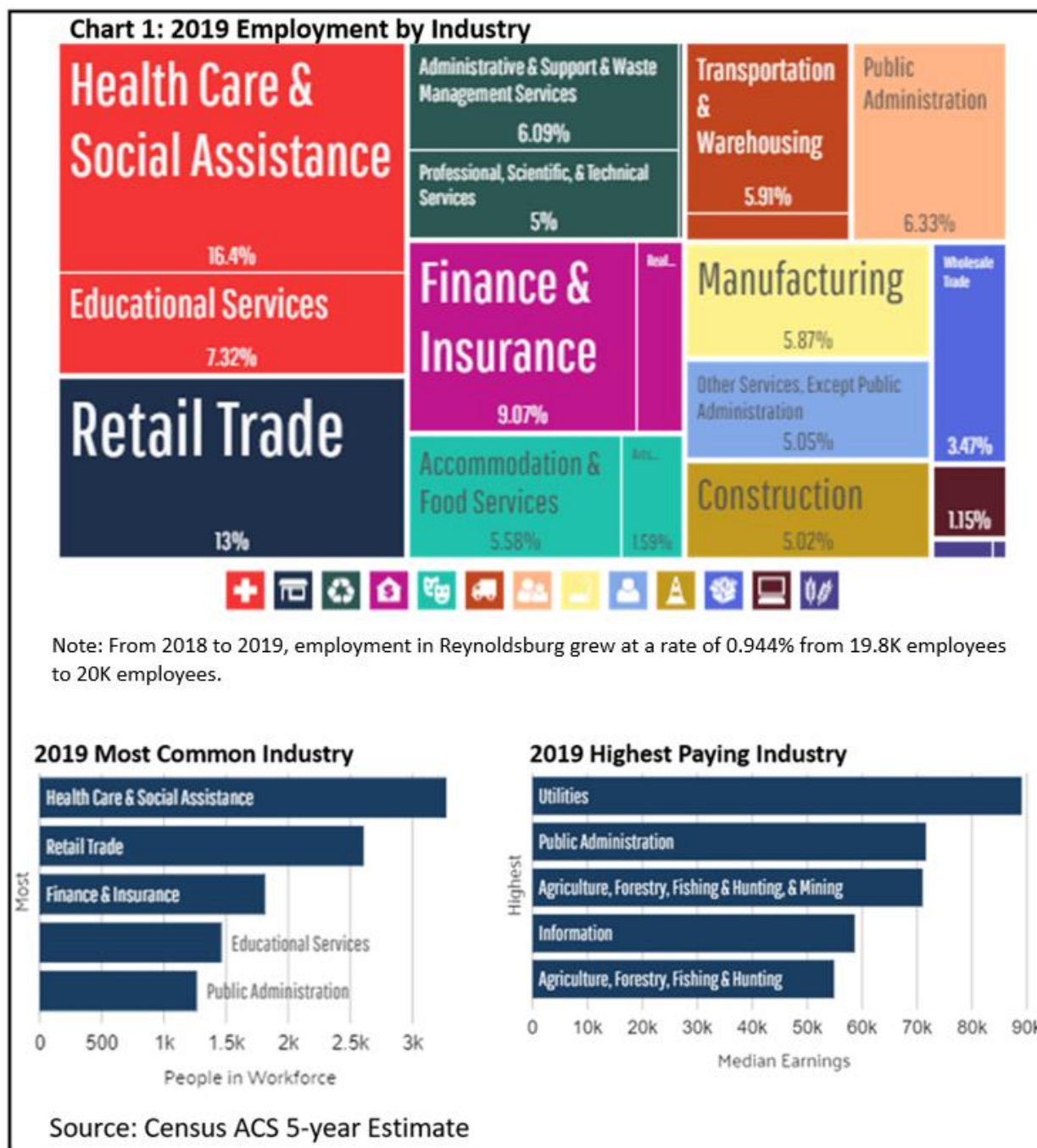
The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, 59.5% of Reynoldsburg's housing stock was constructed prior to 1990 with over 25% of the community's housing stock having been built before 1970. In addition, the median age of multi-family housing units is approximately 40 years old. In 2019, 14,470 of Reynoldsburg's 15,430 housing units were occupied, representing a 93.8% occupancy rate. Of the 14,470 occupied housing units, 62.7% (9,066) were owner occupied and 37.3% (5,404) were renter occupied. The homeowner vacancy rate is 1.4% and the rental vacancy rate is 8.2%. Approximately 43.8% of all owner-occupied housing units within the City of Reynoldsburg have a value of under \$150,000.

Approximately 393 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 2.8% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg, City of Columbus and the Columbus Metropolitan Statistical Area (MSA) are shown in **Table 1** below.

Table 1: Housing Stock Comparison

	Reynoldsburg	Columbus	Columbus MSA
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	2.8%	2.2%	1.9%

Source: 2019 American Community Survey



Proposed Gateway CRA District

As previously referenced, the proposed Gateway CRA District consists of 2,918 parcels, which are located within Census Tracts 93.97, 93.94, 93.81, 93.84, 93.83 and 93.86. There are 2,037 parcels zoned Suburban Residential, 89 parcels zoned Residential Medium, 375 parcels zoned East Main Street, 116 parcels zoned Brice and Main District, 4 parcels zoned Olde Reynoldsburg Commercial District, 7 parcels zoned Olde Reynoldsburg Neighborhood District, 177 parcels zoned Community Commercial, 100 parcels zoned Innovation and 13 parcels zoned Open Space within the proposed Gateway CRA District. Specific characteristics of the housing stock within the Census Tracts and the proposed Gateway CRA District are below.

CRA Housing Stock

According to the American Community Survey, 83.04% of housing units within Census Tracts 93.81, 93.83, 93.84, 93.86, 93.94 and 93.97 were built prior to 1990, 17.15% were built prior to 1960 and 2.4% were built before 1939. Approximately 14.71% of housing units had 1 bedroom or less. It's estimated that 76 housing units lack telephone service availability. In regard to house heating fuel, there are 70 housing units that utilize wood and 89 housing units use bottled/tank or liquid propane gas. Approximately 53.289% of housing units within the aforementioned Census Tracts are valued under \$150,000 and 11.06% are valued under \$100,000. It is projected that 57% of the residential units (4,658 housing units) are renter-occupied. For occupied housing units that pay rent, approximately 3.76% have rent below \$500, 42.84% have rent below \$1,000 per month 100% have rent below \$2,000 per month.

Condition of Housing

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

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

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

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

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

Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 6001 Radekin Road
Parcel No: 060-001852
Age of Structure: 77 years old
Franklin County Auditor Current Valuation: \$49,600 (\$21,000 land, \$28,600 improvements)

Condition Analysis: Deterioration and discoloration of building siding, damaged roof shingles with discoloration and water damage, damaged gutters, damaged building and window trim and no paved driveway.

Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 5995 Radekin Road
Parcel No: 060-001851
Age of Structure: Unknown
Franklin County Auditor Current Valuation: \$21,000 (\$21,000 land)

Condition Analysis: Appears uninhabited with “No Trespassing” signage, damaged gutters, overgrown vegetation, exposed and unconnected electrical wires, damaged window blinds and no direct driveway access.

Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 6312 Brauning Drive
Parcel No: 060-002692-00
Age of structure: 63 years old
Franklin County Auditor Current Valuation: \$121,500 (\$21,700 land, \$99,800 improvements)

Condition Analysis: Disconnected downspout, damaged gutter in multiple locations, missing and damaged roof shingles, damaged window blinds, overgrown vegetation and multiple trash code violations.

Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 6520 Birchview Drive
Parcel No: 060-006067-00
Age of Structure: 42 years old
Franklin County Auditor Current Valuation: \$191,000 (\$29,200 land, \$161,800 improvements)

Condition Analysis: Damaged building and door trim, damaged garage door, cracked driveway concrete, brick discoloration, severe concrete step damage and discolored paint.
Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 1533 Rygate Drive
Parcel No: 060-001334-00
Age of Structure: 62 years old
Franklin County Auditor Current Valuation: \$127,900 (\$25,900 land, \$102,000 improvements)

Condition Analysis: Damaged fence in multiple locations, disconnected downspout in rear yard, vegetation growing in gutter, severe deterioration of concrete in driveway and discoloration of roof shingles.

Condition Ranking: Below Average

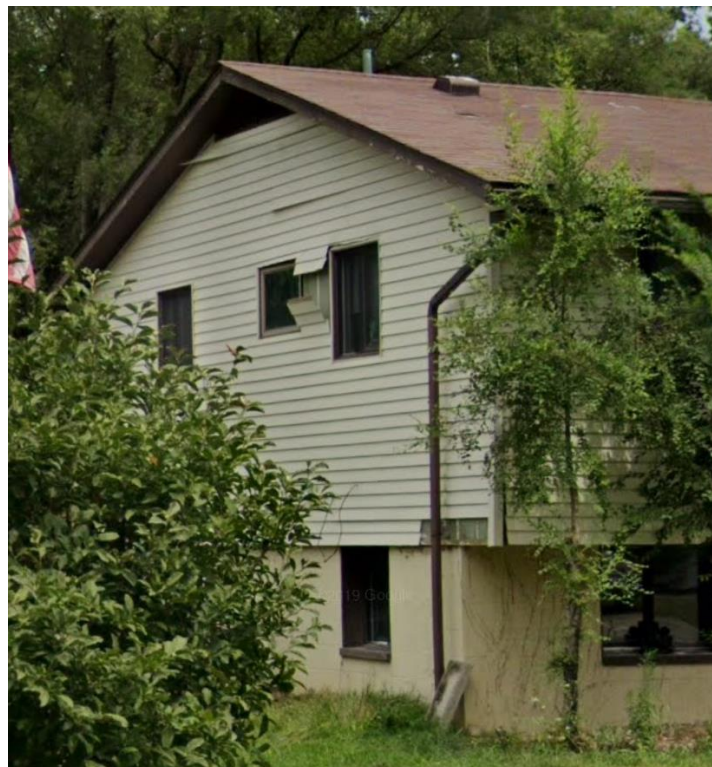


Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 6318 Retton Road
Parcel No: 060-001312-00
Age of Structure: 61 years old
Franklin County Auditor Current Valuation: \$138,600 (\$27,600 land, \$111,000 improvements)

Condition Analysis: Missing and significant damage to building siding, damage to building, door and window trim, broken concrete walkway, improperly connected downspout, minor concrete damage at building foundation and visible code enforcement violations.

Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – Gateway CRA District

Property Address: 1588 Rygate Drive
Parcel No: 060-001350
Age of Structure: 60 years old
Franklin County Auditor Current Valuation: \$98,700 (\$24,200 land, \$74,500 improvements)

Condition Analysis: Significant cracking to building foundation, deteriorating wood porch and steps, damaged door trim, discolored building siding, unenclosed shed structure, broken and missing garage door windows.

Condition Ranking: Poor



Conclusion

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

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

Map 1: Proposed Gateway CRA District

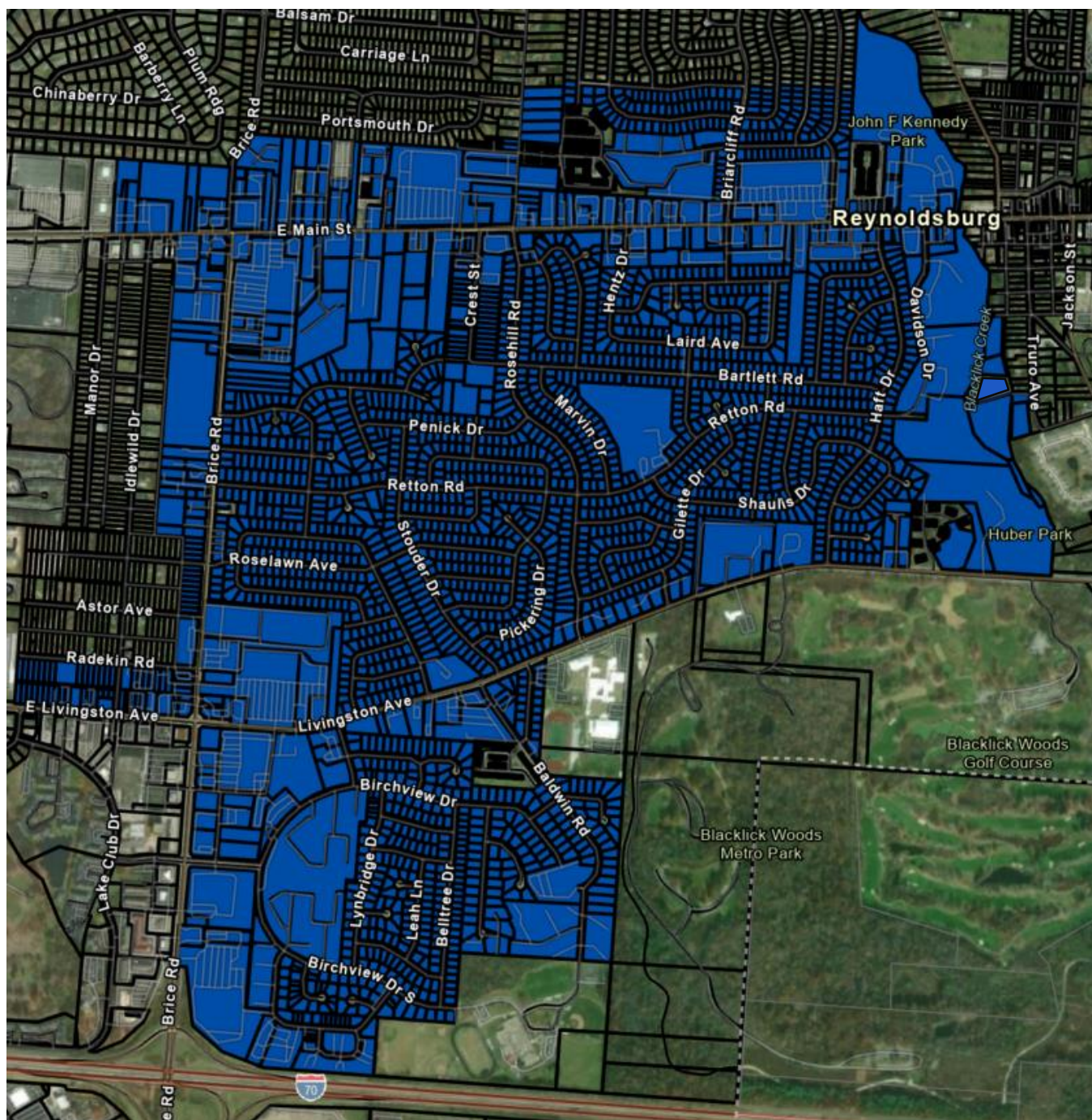


Table 2: Proposed Gateway CRA District Parcel List

060-000035	060-001098	060-001166	060-001222	060-001286	060-001333
060-000252	060-001099	060-001167	060-001223	060-001287	060-001334
060-000275	060-001113	060-001168	060-001229	060-001288	060-001335
060-000311	060-001114	060-001169	060-001230	060-001289	060-001336
060-000320	060-001115	060-001170	060-001231	060-001290	060-001337
060-000324	060-001117	060-001171	060-001232	060-001291	060-001338
060-000416	060-001118	060-001172	060-001233	060-001292	060-001339
060-000942	060-001119	060-001173	060-001234	060-001293	060-001340
060-000943	060-001121	060-001174	060-001235	060-001294	060-001341
060-000948	060-001122	060-001177	060-001236	060-001295	060-001342
060-000949	060-001123	060-001184	060-001237	060-001296	060-001343
060-000954	060-001125	060-001185	060-001238	060-001297	060-001344
060-000955	060-001126	060-001186	060-001239	060-001298	060-001345
060-000957	060-001128	060-001187	060-001241	060-001299	060-001346
060-000958	060-001129	060-001188	060-001242	060-001300	060-001347
060-000959	060-001130	060-001189	060-001243	060-001301	060-001348
060-000960	060-001131	060-001191	060-001245	060-001302	060-001349
060-000969	060-001132	060-001192	060-001247	060-001303	060-001350
060-000976	060-001133	060-001193	060-001251	060-001304	060-001351
060-000985	060-001134	060-001194	060-001252	060-001305	060-001352
060-000986	060-001136	060-001195	060-001253	060-001307	060-001353
060-000988	060-001137	060-001196	060-001254	060-001308	060-001354
060-000990	060-001138	060-001197	060-001255	060-001309	060-001355
060-000992	060-001140	060-001198	060-001258	060-001310	060-001357
060-000998	060-001141	060-001199	060-001261	060-001311	060-001358
060-000999	060-001142	060-001201	060-001262	060-001312	060-001359
060-001014	060-001145	060-001203	060-001263	060-001313	060-001360
060-001016	060-001150	060-001204	060-001265	060-001314	060-001362
060-001017	060-001151	060-001205	060-001266	060-001315	060-001363
060-001019	060-001152	060-001207	060-001267	060-001316	060-001364
060-001028	060-001153	060-001208	060-001269	060-001317	060-001365
060-001039	060-001154	060-001209	060-001271	060-001318	060-001366
060-001044	060-001155	060-001210	060-001272	060-001319	060-001367
060-001089	060-001156	060-001211	060-001273	060-001320	060-001368
060-001090	060-001157	060-001212	060-001274	060-001321	060-001369
060-001091	060-001158	060-001214	060-001275	060-001322	060-001370
060-001092	060-001159	060-001216	060-001276	060-001324	060-001371
060-001093	060-001161	060-001217	060-001279	060-001325	060-001372
060-001094	060-001162	060-001218	060-001282	060-001329	060-001373
060-001095	060-001163	060-001219	060-001283	060-001330	060-001374
060-001096	060-001164	060-001220	060-001284	060-001331	060-001375
060-001097	060-001165	060-001221	060-001285	060-001332	060-001376

Community Reinvestment Area – Housing Survey – Gateway CRA District

060-001377	060-001754	060-001803	060-001861	060-002000	060-002045
060-001378	060-001755	060-001804	060-001862	060-002001	060-002046
060-001379	060-001756	060-001806	060-001863	060-002002	060-002047
060-001380	060-001757	060-001808	060-001864	060-002003	060-002048
060-001426	060-001758	060-001811	060-001865	060-002004	060-002049
060-001427	060-001759	060-001813	060-001866	060-002005	060-002050
060-001428	060-001760	060-001814	060-001868	060-002006	060-002051
060-001429	060-001761	060-001815	060-001869	060-002007	060-002052
060-001430	060-001762	060-001816	060-001870	060-002008	060-002053
060-001431	060-001763	060-001817	060-001871	060-002009	060-002054
060-001432	060-001764	060-001818	060-001872	060-002010	060-002055
060-001433	060-001765	060-001821	060-001873	060-002011	060-002056
060-001434	060-001766	060-001823	060-001874	060-002012	060-002057
060-001435	060-001767	060-001826	060-001875	060-002013	060-002058
060-001436	060-001768	060-001827	060-001969	060-002014	060-002059
060-001437	060-001769	060-001828	060-001970	060-002015	060-002060
060-001438	060-001770	060-001829	060-001971	060-002016	060-002061
060-001439	060-001771	060-001830	060-001972	060-002017	060-002062
060-001440	060-001772	060-001831	060-001973	060-002018	060-002063
060-001441	060-001773	060-001832	060-001974	060-002019	060-002064
060-001442	060-001774	060-001833	060-001975	060-002020	060-002065
060-001475	060-001775	060-001834	060-001976	060-002021	060-002066
060-001476	060-001776	060-001835	060-001977	060-002022	060-002067
060-001477	060-001777	060-001836	060-001978	060-002023	060-002068
060-001478	060-001778	060-001837	060-001979	060-002024	060-002069
060-001479	060-001779	060-001838	060-001980	060-002025	060-002070
060-001480	060-001780	060-001840	060-001981	060-002026	060-002071
060-001481	060-001784	060-001841	060-001982	060-002027	060-002072
060-001482	060-001786	060-001842	060-001983	060-002028	060-002073
060-001483	060-001787	060-001843	060-001984	060-002029	060-002074
060-001484	060-001788	060-001844	060-001985	060-002030	060-002075
060-001485	060-001789	060-001845	060-001986	060-002031	060-002076
060-001486	060-001790	060-001846	060-001987	060-002032	060-002077
060-001487	060-001791	060-001847	060-001988	060-002033	060-002078
060-001488	060-001792	060-001848	060-001989	060-002034	060-002079
060-001489	060-001793	060-001849	060-001990	060-002035	060-002080
060-001490	060-001794	060-001850	060-001991	060-002036	060-002081
060-001522	060-001795	060-001851	060-001992	060-002037	060-002082
060-001523	060-001796	060-001852	060-001993	060-002038	060-002083
060-001524	060-001797	060-001853	060-001994	060-002039	060-002084
060-001525	060-001798	060-001854	060-001995	060-002040	060-002085
060-001539	060-001799	060-001855	060-001996	060-002041	060-002086
060-001542	060-001800	060-001856	060-001997	060-002042	060-002087
060-001752	060-001801	060-001859	060-001998	060-002043	060-002088
060-001753	060-001802	060-001860	060-001999	060-002044	060-002089

Community Reinvestment Area – Housing Survey – Gateway CRA District

060-002090	060-002135	060-002180	060-002225	060-002270	060-002315
060-002091	060-002136	060-002181	060-002226	060-002271	060-002316
060-002092	060-002137	060-002182	060-002227	060-002272	060-002317
060-002093	060-002138	060-002183	060-002228	060-002273	060-002318
060-002094	060-002139	060-002184	060-002229	060-002274	060-002319
060-002095	060-002140	060-002185	060-002230	060-002275	060-002320
060-002096	060-002141	060-002186	060-002231	060-002276	060-002321
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060-002101	060-002146	060-002191	060-002236	060-002281	060-002326
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060-002108	060-002153	060-002198	060-002243	060-002288	060-002333
060-002109	060-002154	060-002199	060-002244	060-002289	060-002334
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060-002111	060-002156	060-002201	060-002246	060-002291	060-002336
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060-002124	060-002169	060-002214	060-002259	060-002304	060-002349
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060-002126	060-002171	060-002216	060-002261	060-002306	060-002351
060-002127	060-002172	060-002217	060-002262	060-002307	060-002352
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060-002132	060-002177	060-002222	060-002267	060-002312	060-002357
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060-002367	060-002424	060-002469	060-002514	060-002559	060-002604
060-002368	060-002425	060-002470	060-002515	060-002560	060-002605
060-002369	060-002426	060-002471	060-002516	060-002561	060-002606
060-002370	060-002427	060-002472	060-002517	060-002562	060-002607
060-002371	060-002428	060-002473	060-002518	060-002563	060-002608
060-002372	060-002429	060-002474	060-002519	060-002564	060-002609
060-002373	060-002430	060-002475	060-002520	060-002565	060-002610
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060-002375	060-002432	060-002477	060-002522	060-002567	060-002612
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060-002397	060-002442	060-002487	060-002532	060-002577	060-002622
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060-002406	060-002451	060-002496	060-002541	060-002586	060-002631
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060-002647	060-002692	060-002737	060-002782	060-002832	060-002897
060-002648	060-002693	060-002738	060-002783	060-002833	060-002898
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060-002657	060-002702	060-002747	060-002792	060-002842	060-002907
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060-002677	060-002722	060-002767	060-002816	060-002882	060-002927
060-002678	060-002723	060-002768	060-002817	060-002883	060-002928
060-002679	060-002724	060-002769	060-002818	060-002884	060-002929
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060-002681	060-002726	060-002771	060-002820	060-002886	060-002931
060-002682	060-002727	060-002772	060-002821	060-002887	060-002932
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060-002942	060-002987	060-003032	060-003077	060-003122	060-003167
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060-002944	060-002989	060-003034	060-003079	060-003124	060-003169
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060-002946	060-002991	060-003036	060-003081	060-003126	060-003171
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Community Reinvestment Area – Housing Survey – Gateway CRA District

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Community Reinvestment Area – Housing Survey – Gateway CRA District

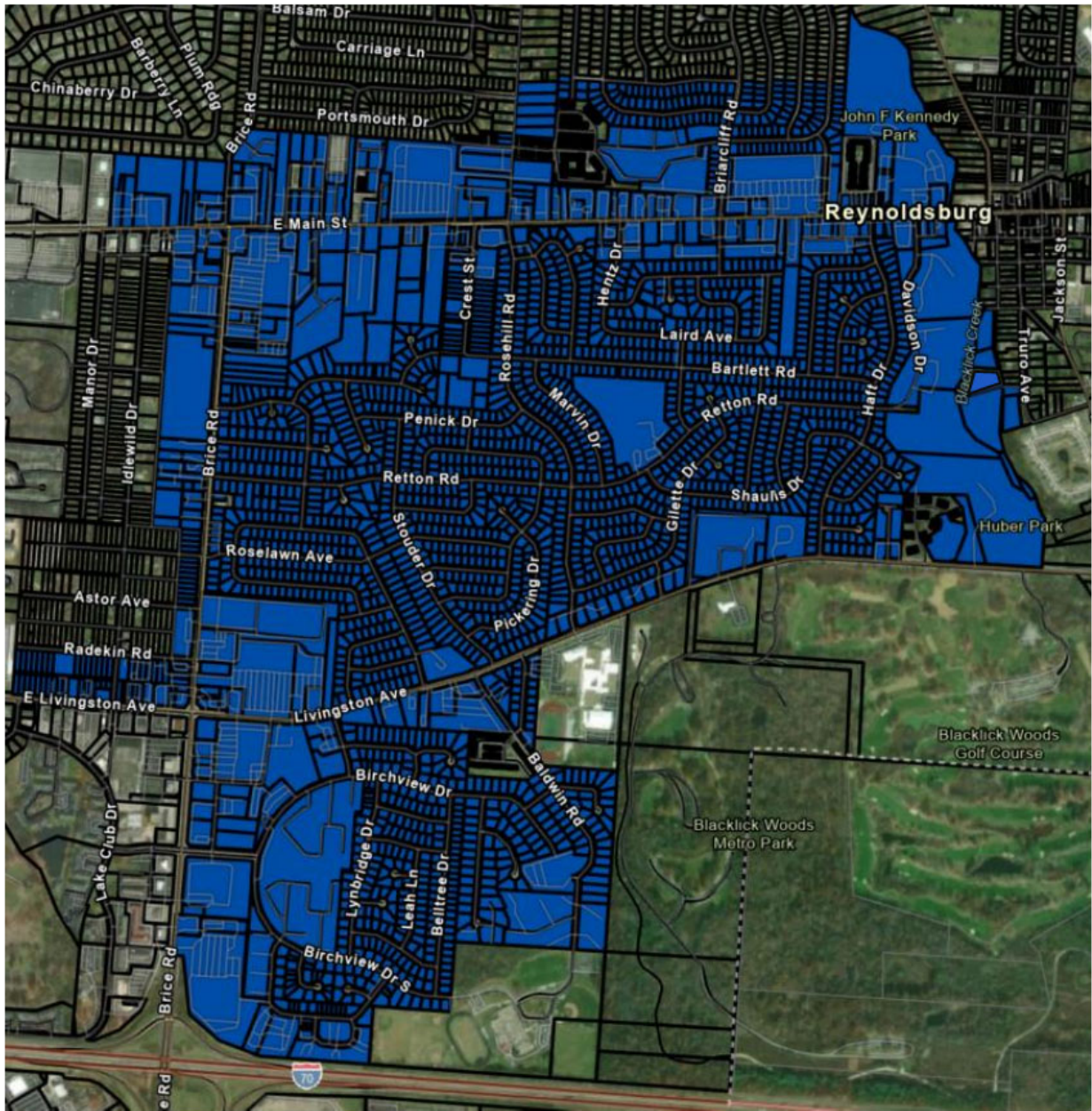
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Exhibit B

GATEWAY COMMUNITY REINVESTMENT AREA (IN BLUE)





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 25, 2023

RE: An Ordinance to Amend Ordinance No. 59-2022 to Update the Tax Exemptions Available within the East Main Community Reinvestment Area

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO AMEND ORDINANCE NO. 59-2022 TO UPDATE THE TAX EXEMPTIONS AVAILABLE WITHIN THE EAST MAIN COMMUNITY REINVESTMENT AREA

WHEREAS, this Council, by Ordinance No. 59-2022, passed on June 13, 2022 (the "Original CRA Ordinance"), created and established the "East Main Community Reinvestment Area" (the "East Main CRA"), pursuant to Sections 3735.65 to 3735.70 of the Ohio Revised Code (the "Community Reinvestment Area Program"); and

WHEREAS, this amendment to the East Main Community Reinvestment Area No. 049-66390-101 which was most recently recertified by the State Department of Development on August 10, 2022, enables the City to revise the requirements for tax incentives in order to update the projects potentially eligible for a tax-exemption under the Community Reinvestment Area Program; and

WHEREAS, City Council desires to pursue all reasonable and legitimate incentives to assist and encourage economic and community development in specific areas of the City that have

not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, this Council now desires to amend and restate certain sections of Ordinance No. 59-2022, to adopt a new survey of housing for the East Main CRA and designate that structures or remodeling of multiple units are classified as residential structures or remodeling eligible for tax exemptions and to increase the percentage of tax exemption on residential structures or remodeling;

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

SECTION 1. This Council hereby re-adopts the finding of the Housing Study attached as Exhibit A to the Original CRA Ordinance that the East Main CRA is one in which housing facilities are located and new residential construction and repair of existing facilities or structures are discouraged.

SECTION 2. That Section 4 of Ordinance No. 59-2022 is amended and restated as follows with underlined text used to mark additions and ~~strikethrough~~ text used to mark deletions:

SECTION 4. Within the Reynoldsburg Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation as approved by Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. Structures or remodeling composed of at least three (3) family units shall be classified as residential property (dwellings) for the purposes of this Ordinance. For residential-property, a tax exemption, in the fixed percentage of ~~50~~100%, on the increase in the assessed valuation resulting from improvements as described in ORC Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated housing officer for the periods set forth below. Residential applications must be filed with the Housing Officer (defined below) no later than six months after construction completion. The exemptions shall not exceed the following limits:

A. Ten (10) years, (term the same for all) for the remodeling of dwellings and upon which the cost of remodeling is at least \$2,500, in the case of a dwelling containing not more than two (2) family units, or at least \$5,000, in the case of all other dwellings as described in ORC Section 3735.67.

B. Fifteen (15) years, (negotiated - up to 15 years) for the remodeling of existing commercial and industrial facilities, and upon which the cost of any remodeling is at least \$5,000, shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.

C. Fifteen (15) years, (negotiated - up to 15 years) for the construction of new commercial or industrial facilities, shall be negotiated on a case-by-case basis in advance of construction occurring.

D. Fifteen (15) years for the construction of new dwellings with at least three (3) family

units.

If remodeling qualifies for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the remodeled structures shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 3. Except as amended hereby, the Original CRA Ordinance, as previously amended, shall remain in full force and effect.

SECTION 4. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance and the requirements and policies of the City's Community Reinvestment Area Program.

SECTION 5. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code 121.22.

SECTION 6. This ordinance shall be in full force and effect thirty days following the approval of City Council and the signature of the Mayor.

EXHIBIT A
MAP OF AMENDED CRA REGION

(Attached)

East Main CRA Map

35.74 Acres

