



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 12, 2022**

Council President Leanora Jenkins called the meeting to order at 6:33 PM

Invocation - Pastor Robert Linder from Grace Apostolic Church

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

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Special Meeting – December 5, 2022

The regular meeting minutes of December 5, 2022 were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Mayor Begeny

Mayor Begeny gave an update on East Main Street stating that residents may have seen that the power lines are down and they are now waiting for the telecommunications companies to come in and take the rest of the power lines down. He explained that this work should be done within the next week to ten days. He stated that they are taking their time with this project to ensure that no services are interrupted during the change.

Presentation of the Mel Clemens Award

Mayor Begeny presented the Mel Clemens Community Service Award which recognizes a Reynoldsburg resident who has had a major impact in promoting the City of Reynoldsburg. Their pride in our community is apparent and demonstrated by their volunteerism and efforts to make a positive difference in our City. Such an award will be recognized not only in the community service and volunteerism, but also compassion, respect, and kindness shown to others and the way they have consistently improved the



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quality of life in Reynoldsburg. Our winner this year is David Risen. David has been a resident of Reynoldsburg since 1991. David has been a member of the Reynoldsburg Chapter of the Lions Club for over 25 years and has held various leadership positions. David has participated in programs sponsored by the Reynoldsburg Lions Club such as the Super Braxton 5k, collecting Legos in honor of Braxton, he has also represented the Lions Club by assisting the Reynoldsburg Community Association with the 4th of July parade as Field Marshal and running a booth at the community Halloween party. He is also a member of the Reynoldsburg VFW, Summit Station Lions Club, Reynoldsburg Elks Club, and Reynoldsburg Eagles Club. One nominator describes David as “an asset to our community and a good friend to Reynoldsburg”. Mayor Begeny then invited David and his wife and any descendants of Mel Clemens to join him in the presentation of this award.

Communications

Motions

A MOTION TO HEREBY AFFIRM THE MAYORAL APPOINTMENT OF SEVEN MEMBERS TO SERVE ON THE NEW PLANNING & ZONING BOARD FOR TERMS AS INDICATED

President Jenkins commented that with the passage of the Charter amendment that combined the Planning Commission and the Board of Zoning and Building Appeals into a new seven member board called the Planning & Zoning Board, Council needs to approve members to the Board. The Charter provides for the Mayor to make appointments to this new board. Council is responsible for affirming the Mayor's appointment selections.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Meredith Lawson Rowe, Councilwoman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

A MOTION TO APPROVE THE UPDATED RULES OF COUNCIL

Attorney Shook stated that he has no new comments about the items previously discussed. He also explained a possible new change to Council rules that was not included in this legislation. This new item would change Council rules to include new



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language stating that the majority of committee members present must approve the legislation for it to leave the committee. He stated that this could be passed at a later date and does not need to be included tonight.

Council chose to pass the legislation as is and vote on this item at another time.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

A Motion to Reconsider Ordinance No. 142-2022, an Ordinance Authorizing the Mayor to Enter into a Contract with Silcom Fire & Security to Purchase Two Cameras, Camera Licenses, and Related Equipment for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, and Declaring an Emergency --- Baker. Development, Parks and Recreation Committee. President Jenkins explained that the Auditor requested that the Ordinance include transfer language of funds between Parks & Recreation accounts. This Ordinance needs to be reconsidered to add that language.

Councilmember Bryant moved to reconsider Ordinance No. 142-2022. Second by Councilmember Baker. Motion carried.

President Jenkins stated that a motion was needed to amend Ordinance No. 142-2022 to change the account number, an Ordinance Authorizing the Mayor to Enter into a Contract with Silco Fire & Security to Purchase Two Cameras, Camera Licenses, and Related Equipment for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, and Declaring an Emergency

Councilmember Strickland moved to amend Ordinance No. 142-2022. Second by Councilmember Bryant.

Roll call: Baker - yes; Bryant - yes; Strickland - yes; Salvati - yes; Pyakurel - yes, Lawson-Rowe - yes; Cotner - yes; President Jenkins - yes



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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

Reports

Auditor's Report

AUDITOR'S REPORTS OCTOBER, 2022

The Auditor's Office submitted the budget by department and classification for the month of October, 2022.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for December 12, 2022.

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

An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Taylor-Summit Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, and Declaring an Emergency

Director Meyer explained that this Ordinance is to create a new Community Reinvestment Area (CRA). He stated that CRAs are defined by describing the areas in which they exist, this CRA is described as placed along Taylor Road, adjacent from the current Victoria's Secret and Bath & Body Works facilities, and then adjacent to an area in Pataskala with a concrete plant as well. This Ordinance is to create the Taylor Summit CRA District. He explained that as a City they have the ability to create a CRA and then send it to the State, which has 30 days to approve it, and that would give the City the power to do tax abatements. He stated that there is a 10 year term for remodeling of at least \$2500 of work, or up to \$5000. On a 15 year term, on a case by case basis, on new commercial or industrial facilities or existing



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commercial or industrial facilities. This CRA does not include tax abatements for new housing. They are requesting a 2 read emergency to allow the state 30 days to approve them to begin work.

Councilmember Pyakurel asked why this couldn't be 3 reads and also asked what they will do to help residents within that area understand what this means. He also explained that on page 303 of the packet, they have the ability to apply for the property tax abatement for up to 50% of the assessed value of the work done to remodel their home. This also allows new development to apply for the abatement for a job creation project. Director Meyer explained that he is requesting the 2 read emergency because of the extra waiting period with the State's approval. He explained that he is willing to do 3 reads if requested.

Councilmember Cotner asked how large the commercial section of this CRA would be. Director Meyer stated he believes it is around 50 acres and that it is currently under contract. He also explained that the Mayor selects a Housing Officer for the CRA.

Director Meyer also stated that he is willing to have a third read in January per Council's request.

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

An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; Authorizing the Execution of a Tax Increment Financing and Cooperative Agreement, and Declaring a

Attorney Shook stated that the first purpose of the Ordinance is for care, caution, and cleanup. He explained in July 2021, Council passed the Eastwood Commercial TIF with a TIF reimbursement agreement with the developer. He stated that as they were finalizing the numbers for reimbursement, he checked with the Development



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Department to ensure that school notices went out back in July 2021. He explained that they were sent out but they were sent out as ordinary mail and they should have been sent out as certified mail and/or personal service; so to be safe he is asking Council to repass the commercial Ordinance now that they have provided personal service to both school districts. He is requesting an emergency approval because there are projects being completed on the site now that will likely show up on the tax bill next year so this needs to be approved before the end of the year. In addition, there is a cooperative agreement that they have been asked to approve, the Columbus Franklin County Finance Authority is providing funding to the developer which requires City approval if we are going to assign TIF reimbursement to the Columbus Franklin County Finance Authority.

Councilmember Cotner asked if people reported not receiving this mail. Attorney Shook stated that they have not been told people did not receive it, he just wanted to be extra cautious.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for December 12, 2022.

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

An Ordinance Adopting Chapter 723 Tobacco Retailer License of the Codified Ordinances of the City of Reynoldsburg to Establish the Tobacco Products Sales Licensing Program --- Bryant. Public Safety, Law and Courts Committee.

Attorney Shook first gave an update on the number of tobacco retailers in Reynoldsburg, he stated that in Franklin County Reynoldsburg there are 30 establishments, there are much less in the Licking and Fairfield County parts of Reynoldsburg. He also stated that there have been some changes to the proposed Ordinance, the three changes are:



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- The tobacco retailer has to be at a fixed location, it cannot be mobile or movable
- The tobacco retailer cannot be within 1000 feet of a youth oriented facility however any retail establishment that already is licensed through the State of Ohio would be grandfathered in, this would also not apply to any youth oriented facility being built near an established tobacco retailer
- The tobacco retailers who comply with the City laws on IDs being scanned through an electronic system, if the ID is scanned and deemed valid then the retailer is not held responsible for the ID being fake or not belonging to the person unless there is clear and obvious reason to believe that that person is not the person on the ID

Councilmember Cotner clarified that if a tobacco retailer were to be located in a strip mall but then a daycare wanted to open next door, the tobacco retailer would not have to move.

Lindsay Rodenhauser is a division manager within health systems and planning which is where tobacco programs reside within Franklin County Public Health. She attended Council to answer any questions Councilmembers may have about the proposed license.

Councilmember Baker asked how Franklin County came up with a fee of \$500. Ms. Rodenhauser stated that they came up with this amount based on personnel costs, accounting or what time it would take regarding compliance checks and administrative side of the retail license as well. This also accounts for signage and education material that will be given to the retailers. Councilmember Baker asked if there are any other cities of a similar size adopting this license and what amount are they paying. Ms. Rodenhauser stated Hilliard is adopting this license and their fee is also \$500. She stated that the fee is \$500 for all licenses in cities they are working with.

Councilmember Strickland asked how they plan to contact businesses about the adoption of this license if it is passed. Ms. Rodenhauser stated that they use the auditors system, so all of the businesses would be contacted ahead of time through the mail to let them know about the license and giving them the application to fill out and



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return to Franklin County Public Health as well as education about the program, this would all be done well ahead of time to the program beginning. She gave an example stating that in Hilliard they have already passed the Ordinance for this license and in order for Franklin County Public Health to be the licensor, they must have a scope of work and sign a contract which is done ahead of time. They give the businesses a reasonable amount of time to apply and be in compliance with the regulations.

Councilmember Lawson-Rowe asked how the compliance checks would be handled. Ms. Rodenhauser stated that there are two different types of compliance checks. The first type of compliance check would be at least twice annually which would be looking at the signage to ensure it is posted appropriately. The other type of compliance check would be at least two underage buys to ensure they are checking IDs. She explained that there is also a pre-compliance check where they bring the license in person, go over some of the education materials, and deciding where signs should be and how they are posted.

Councilmember Cotner asked what kind of feedback they have received from Hilliard. Ms. Rodenhauser stated that they have not received any negative feedback so far but they also have not started yet, they have only just passed the Ordinance around September or October. Attorney Shook also stated that Hilliard's City Attorney also stated that she has not received any negative feedback. Councilmember Cotner also asked if Franklin County Public Health provides a year-end report about the compliance checks. Ms. Rodenhauser stated that that is something they can do. Attorney Shook stated that it is currently in the Ordinance that there will be yearly reports. Councilmember Cotner stated he only asks this so that they can ensure this new license is actually worth it for the City.

Councilmember Baker asked how many retailers are in Hilliard. Ms. Rodenhauser stated she is not sure off the top of her head but is willing to follow up with that information after the meeting.

Councilmember Bryant stated that this item will be returning to committee for further discussion in January.

RESULT:	REFERRED TO COMMITTEE	Next: 1/9/2023 6:30 PM
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There is no Public Service & Transportation Committee meeting.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for December 12, 2022

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

An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2023, Waive Competitive Bidding, and Declaring an Emergency

Director Boller stated that she now has a quote for the cyber insurance and that it is actually about \$200 less than what they paid the previous year. She explained that the same restrictions are going to be on the policy, the ransomware is going to be limited to \$500,000. She stated that to get that number up there are two issues they must fix but that should be completed within sixty days. She explained that they want the ransomware amount to be higher because that is the biggest threat they face. The overall cost is \$33,924 for the year for cyber coverage.

Councilmember Salvati moved to amend this Ordinance to add the cost of cyber insurance. Second by Councilmember Bryant.

Councilmember Salvati moved to forward this Ordinance as amended to Council for a third read and emergency approval. Second by Councilmember Strickland. Motion carried.

Consent Agenda for Emergency Adoption

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe



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151-2022

AN ORDINANCE TO AMEND CHAPTER 971 MUNICIPAL PARKS, SECTION 971.03 PARK HOURS IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

152-2022

AN ORDINANCE TO AMEND CHAPTER 101 CODIFIED ORDINANCES, SECTION 101.02 GENERAL DEFINITIONS - ADMINISTRATIVE CODE FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

153-2022

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

154-2022

AN ORDINANCE TO AMEND CHAPTER 949 WATER REGULATIONS, SECTION 949.07 WATER METER SERVICE FEE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

155-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH WILLIS TOWER WATSON, AND RELATED COMPANIES FOR CITY CYBER INSURANCE FOR 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.



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156-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

157-2022

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.



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AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

Consent Agenda for Third Reading

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

158-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES --- Baker. Development, Parks and Recreation Committee.

159-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA --- Strickland. Public Service and Transportation Committee.

160-2022



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AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CIP FUND TO THE CIP MEMORIAL PLAZA ACCOUNT FOR DONATED MONIES --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Strickland stated that she is really excited to introduce the first annual Dr. Martin Luther King, Jr. memorial breakfast at Reynoldsburg United Methodist Church to honor and celebrate the life and legacy of Dr. Martin Luther King Jr. This event will be held on January 14, 2023 and will begin at 8:30am.

Councilmember Baker wanted to thank police officers, nurses, doctors, teachers, and all those who have worked throughout the pandemic.

Executive Session

Pursuant to ORC Section 121.22 (G)(3) “to conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.”

Councilmember Bryant moved to go into Executive Session "to conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action." Second by Councilmember Pyakurel.

Roll call: Baker - yes; Bryant - yes; Strickland - yes; Salvati - yes; Pyakurel - yes; Lawson-Rowe - yes; Cotner - yes; Jenkins - yes. Motion carried 8 - 0.

President Jenkins invited Mayor Begeny, Attorney Shook, Auditor Cicak, and Clerk Prasher.

President Jenkins invited Mayor Begeny, Attorney Shook, Auditor Cicak, and Clerk Prasher to attend the Executive Session.

Councilmember Bryant moved to leave Executive Session. Second by Councilmember Baker.

Roll call: Baker - yes; Bryant - yes; Strickland - yes; Salvati - yes; Pyakurel - yes; Lawson-Rowe - yes; Cotner - yes; Jenkins - yes. Motion carried 8 - 0.



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Upcoming Meetings

**December 19, 2022 Special City Council
December 23, 2022 City Offices Closed
December 26, 2022 City Offices Closed
December 30, 2022 City Office Closed
January 2, 2023 City Office Closed
January 5, 2023 Planning & Zoning Board
January 9, 2023 City Council & Organizational
January 16, 2023 Martin Luther King, Jr. Day City Offices Closed
January 19, 2023 Planning & Zoning Board
January 23, 2023 City Council**

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council



**MINUTES SPECIAL MEETING
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Council President Leanora Jenkins called the meeting to order at 6:33 PM

Invocation - Councilmember Barth Cotner

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

Approval of Agenda

In Section 13 Consent Agenda for Second Reading, Item 2 needs to be removed. Are there any other changes to the agenda? Seeing none, the agenda is approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – November 28, 2022

The regular meeting minutes of November 28, 2022 were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

JoLynn Gates

7098 E Main Street

Ms. Gates explained that she attended Council to discuss and oppose the Tobacco Retail License. She stated that when Council first discussed the license the fee mentioned was only \$300 but not the fee would be \$500 if passed. She explained that she does not understand why the fee is so high considering Columbus has a fee of \$250 and they are only raising theirs to \$350. Ms. Gates also stated that she is concerned about the minimum distance between businesses because her two businesses are located across the street from each other, she hopes they will be grandfathered in since they are already established businesses. She stated that her business has been scanning IDs for years so they have already been taking the extra step to check the authenticity of IDs. She also expressed concern for parents that buy their children tobacco products since there isn't much a business can do about that, she explained that children will find ways to get tobacco products even with extra precautions like the tobacco retail license. She feels as though this legislation is being rushed and local businesses and residents have not had a chance to be involved in this process and she stated that they have a right to know what this new license entails.

Minutes Acceptance: Minutes of Dec 5, 2022 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES SPECIAL MEETING REYNOLDSBURG CITY COUNCIL December 5, 2022

Email Comments

John Seryak
8322 Bedlington Dr.

Madam President, council members, Mr. Mayor, and Reynoldsburg Police,
I would like to personally invite all of you to the Friends of Pine Quarry Park 4th. Annual Luminary Walk. The walk will be from 5:30 - 6:30 PM this Sunday December the 11th, on the upper loop of Pine Quarry Park off the parking lot.

This annual park event is sponsored by The Friends of Pine Quarry Park in cooperation with Reynoldsburg's Park and Recreation Department. We would love to see all of you join us for this unique, magical stroll through a portion of the park.

It would be very nice if any of our police units in the area are available to stop by and enjoy this evening's stroll. We so appreciate our police department watching over the park.

Also, a big shout out to the Parks and Recreation department for their support and cooperation in making this an enjoyable community event.

The weather is looking a bit questionable so be sure to check the latest update on our Facebook page in case this event needs to be rescheduled.

Thank you,
John Seryak

Mayor Begeny

Mayor Begeny stated by introducing the new Diversity, Equity, and Inclusion officer, Nadia Miller. He stated that this was an initiative started by the City of Reynoldsburg and Reynoldsburg City Schools.

Nadia Miller introduced herself saying that she is excited to be a part of Reynoldsburg and being part of making the City even more inclusive.

Minutes Acceptance: Minutes of Dec 5, 2022 6:30 PM (Approval of Minutes)



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Mayor Begeny also gave a shout out to the Reynoldsburg Community Association for their Christmas on the Towne event and Councilmember Cotner for his Cotner Christmas at the funeral home. He also thanked the City staff for the tree lighting ceremony at the senior center.

Mayor Begeny also stated that he was notified late Friday that the City was awarded the Ohio Public Works Contract grant for Phase 2 of Waggoner Road in the amount of \$4.5 million, which brings it to a grand total of \$8 million for Phase 1 and 2 and \$1.7 million from Franklin County. There was also contribution from MI Homes and Truro Township and the school district. Mayor Begeny gave an updated timeline saying that Phase 1 is currently underway but will see a shovel in the ground in August of 2023, right about the same time that Main Street will be completely done from Jackson to Waggoner. Phase 2 will begin approximately a year later and is estimated to be at least 3 years.

Motions

Updated Rules of Council due to passage of Charter amendments

UPDATED RULES OF COUNCIL

Attorney Shook and Clerk Prasher have presented Council with updated Rules of Council due to the November 8th General Election passage of Charter amendments providing full Council powers, including voting privileges, to the President and separating the use of ordinances and resolutions. Council is requested to review these changes to the Rules of Council. Please contact Attorney Shook or Clerk Prasher with any questions or suggestions for changes. Council will vote on these Rules at the December 12th Council meeting.

Attorney Shook stated that the changes to the rules incorporate the three Charter changes that were voted on in November and certified by the Board of Elections on December 5. The three changes that affect Council are:

1. The President of Council will now have the right to vote, starting tonight, December 5
2. Ordinances, Resolutions, and Motions will now have specific definitions with Resolutions only needing one read and one vote and Ordinances will continue to need three reads unless passed as an emergency

Minutes Acceptance: Minutes of Dec 5, 2022 6:30 PM (Approval of Minutes)



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3. Council will now have the ability to call virtual meetings but only for special or emergency meetings, all regular Council meetings will continue to be held in person.

Reports

Clerk of Court Report

CLERK OF COURT REPORT FOR SEPTEMBER 2022

The Clerk of Court submitted monies collected from the courts held in September in the amount of \$23,694.50.

West Licking Fire District Report

WEST LICKING FIRE DISTRICT REPORT - OCTOBER & NOVEMBER

Councilmember Baker stated that the minutes from the West Joint Licking Fire District meeting. He stated that they still provide great service.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for December 5, 2022.

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

An Ordinance to Amend Chapter 971 Municipal Parks, Section 971.03 Park Hours in the Code of Ordinances for the City of Reynoldsburg, Ohio

Director Bauman explained that this Ordinance would change the park hours from 6am-9:30pm to 6:30am-dusk. This will help the Police continue to ensure that the Parks are safe and that no unsavory activities are happening in the park after dark.

Minutes Acceptance: Minutes of Dec 5, 2022 6:30 PM (Approval of Minutes)



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Councilmember Bryant expressed that she had concerns about labeling the closing time dusk and asked for clarification on what definition of dusk they are using. Director Bauman stated that dusk is when the sun starts to go down. She explained that many parks around them also use dusk as a closing time.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for December 5, 2022.

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

An Ordinance Adopting Chapter 723 Tobacco Retailer License of the Codified Ordinances of the City of Reynoldsburg to Establish the Tobacco Products Sales Licensing Program

Attorney Shook explained that he and Councilmember Lawson-Rowe had a meeting with Franklin County Public Health and asked for further explanation on the need for a licensing fee of \$500. He said that they explained the process by which they came to that fee included the cost of personnel, the cost of reviewing the applications, conducting the compliance checks and background checks, provide appropriate education, and to handle any administrative tasks. So they determined that fee based on the amount of time they think would be required of their staff and appropriate compensation. They requested a \$500 fee if the City intends to use them as the licensing agent. He also discussed that Columbus does their licensing in house and does not use Franklin County Public Health. He explained that in regards to location and distance from a youth oriented facility is not currently in the Ordinance but that is mainly an oversight and should probably be discussed by Council. He stated that most likely, all established businesses will be grand fathered in and will not have to move based on these location restrictions. He stated that in regards to parents buying for their children, that's an issue as old as time, and unfortunately there is not much they

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**MINUTES SPECIAL MEETING
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can do about that. He stated that Council does have the option to table this issue to continue discussion about it.

Dustin Holfinger, the state government relations director for the American Heart Association, thanked Council for considering this proposal. He stated that these license requirements hold tobacco retailers and the tobacco industry accountable for violations of tobacco laws and regulations. This license will also allow the City to know where exactly tobacco products are being sold and provide stronger oversight through compliance checks, recommended 2 per year. Too many youths are using tobacco products, including e-cigarettes which has become an epidemic. Tobacco companies continue to aggressively market their products to young people. A strong tobacco retail licensing program will reduce youth access to tobacco products by ensuring compliance and enforcement of the law. Research has shown that compliance is most effective when the tobacco retailer or license holder is held accountable rather than non-managerial employees rather than the low wage clerks or youths themselves. They believe that the retailer or license holder should be held solely responsible for sales to underage people. This legislation includes a tiered violation policy. They recommend that any money not used for the compliance checks and staff compensation should go directly towards education for the community. He explained that the highest tier of violations would completely revoke their license, he stated that they do not want people to lose their businesses which is why they are given several smaller punishments before it reaches that level. He also explained that unfortunately it is still state law that parents can buy their underage children tobacco products legally in Ohio. Mr. Holfinger stated that of the 13 checks this past year, there were 5 violations which is around a 40% fail rate. He stated that he was in contact with Leighann Greer, the Reynoldsburg High School Prevention Specialist, he explained she was not able to attend Council so Mr. Holfinger read a statement that she sent him. She stated they surveyed the administration at both campuses and they've estimated that they have around 49 devices that they are currently in possession of, items like vapes, and this number does not include what security officers confiscate or THC devices.

Councilmember Lawson-Rowe asked what the process would be like to notify businesses if this Ordinance passes. Mr. Holfinger explained that this would typically be done through Franklin County Public Health. They would issue the materials for signage and the requirements to be in compliance with the Ordinance as it stands.

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Councilmember Cotner asked for clarification on if there were 28 retailers within Reynoldsburg. Mr. Holfinger stated that is what they found through Google searches and GIS maps. Councilmember Cotner stated that one of the issues people consistently discussed was that there was no comprehensive list as to who the tobacco retailers were and that this license would solve that issue. Mr. Holfinger stated that this is true and that the numbers they are able to find through searches are mostly estimates. Councilmember Cotner also asked for clarification on having no penalty for the underage individuals that are illegally buying these products. Attorney Shook stated that there is no user penalty in the proposed Ordinance. Councilmember Cotner asked about situations involving fake IDs and how those would be handled. Attorney Shook stated that businesses would be scanning IDs so if it is not a valid ID they would be able to tell from the scan. He stated that for example, someone uses their older siblings ID who they happen to look like and the ID does scan and it does look enough like the person then there is not much that can be done in that situation. On the other hand, hypothetically, if John comes in and uses Karen's ID then there will be consequences for that. Attorney Shook clarified that using a fake ID in any way is still illegal and there are penalties if you are caught using one.

Councilmember Pyakurel asked about further clarification for the \$500 licensing fee, asking how it went from \$300 to \$500. Attorney Shook explained that the fee was never \$300, the \$300 fee was part of the example legislation used to better understand what the tobacco retail license would entail as a discussion topic. The fee from Franklin County Public Health has been \$500 since they began meeting.

Councilmember Cotner asked if there were any restrictions on owning multiple businesses and having several licenses; he also asked if there is any way to have a reduction in the fee for having multiple licenses. Attorney Shook stated that he thinks Franklin County Public Health will request the full \$500 per business because it is the same amount of work but they can always discuss it. Attorney Shook also stated that currently the Ordinance does allow for multiple licenses held by the same person.

Councilmember Strickland asked for more clarification about the tiered violations. Mr. Holfinger explained that the first and second violations could be a fine for that specific violation and the third and fourth violations would be suspension or revoking the licenses. Attorney Shook clarified that currently the Ordinance states that over 36 months, if a company has a first violation it will have a fine of no less than \$500, second violation a fine of no less than \$750 and a prohibition from selling products

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for a minimum of 7 days, third violation a fine of no less than \$1000 and a prohibition from selling products for a minimum of 30 days, and a fourth violation a fine of no less than \$1000 and prohibited from selling tobacco products for 3 years. Councilmember Strickland also asked if Franklin County Public Health could make an appearance at Council to discuss their process. Attorney Shook stated that they requested their presence at Council on December 12, but is not sure if they can attend yet.

Councilmember Salvati stated that he is concerned at how quickly they have pushed this through considering these three Council meetings are all in a row due to holidays. He suggests holding this legislation in Committee until after the first of the year to allow businesses and residents time to speak at Council on this issue. Councilmember Lawson-Rowe agreed.

Councilmember Bryant stated the legislation would return to Committee for the December 12th meeting to allow the Franklin County Board of Health to speak and return to Committee at the January 9th Council meeting.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for December 5, 2022.

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

An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06
Equivalent Residential Unit Assignment in the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Director Dorman explained that this stormwater cost was factored into what he previously explained with the sewer and water rates. He stated that the current rate for stormwater is \$6.24, with a 2% increase it would bring it up to \$6.36. On an average residential home, this will be a quarterly increase of \$15.24 total with all the charges previously discussed.

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**MINUTES SPECIAL MEETING
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Councilmember Strickland moved to forward this Ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carried.

An Ordinance to Amend Chapter 949 Water Regulations, Section 949.07 Water Meter Service Fee of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Director Dorman explained that this Ordinance is for the price of the actual meters that they buy from a vendor. He stated that the price of meters has increased. This is for new properties that must have meters installed or worked on to ensure they are working properly.

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

Finance & Administration Committee

This is the Finance & Administration Committee meeting for December 5, 2022

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

An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2023, and Declaring an Emergency

Mayor Begeny explained that the City is currently on par with last year, last year being a record high in revenue. 2022 is projected to be the second highest year in history for revenue. In the first quarter of the year they will spend slowly and in April they will readjust to make sure they are spending accordingly.

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

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**MINUTES SPECIAL MEETING
REYNOLDSBURG CITY COUNCIL
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An Ordinance Authorizing the Mayor to Establish a Process and Eligibility Requirements for a Grant Program Directed Toward Female, Minority, and Veteran Owned New Businesses in the City of Reynoldsburg, Appropriating Funds, and Declaring an Emergency

Attorney Shook stated that this Ordinance appropriates funds for next year's grant in the amount of \$100,000. The City operates on a dollar for dollar basis, so if a business applies and shows it spent \$5,000 on qualified improvement then the City will award them a \$5,000 grant.

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

Consent Agenda for Emergency Adoption

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

142-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SILCO FIRE & SECURITY TO PURCHASE TWO CAMERAS, CAMERA LICENSES, AND RELATED EQUIPMENT FOR THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

143-2022

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE WAGGONER ROAD TOWNHOME DEVELOPMENT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

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144-2022

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH REYNOLDSBURG MOB LLC, OR AN AFFILIATE, PROVIDING FOR A PROJECT AND A PROPERTY TAX EXEMPTION PURSUANT TO THE OHIO COMMUNITY REINVESTMENT AREA PROGRAM, AND DECLARING AN EMERGENCY --- Baker. Finance and Administration Committee.

145-2022

AN ORDINANCE AUTHORIZING AN INCOME TAX REVENUE SHARING AGREEMENT AMONG THE CITY OF REYNOLDSBURG AND THE REYNOLDSBURG CITY SCHOOL DISTRICT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

146-2022

AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

147-2022

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING MILITARY LEAVE, WORK FROM HOME, OVERTIME, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

148-2022

AN ORDINANCE MAKING A TRANSFER OF FUNDS FROM THE COMMUNITY EVENTS DEPARTMENT TO THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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MINUTES SPECIAL MEETING REYNOLDSBURG CITY COUNCIL December 5, 2022

Consent Agenda for First Reading

RESULT: **REFERRED TO COUNCIL**

AN ORDINANCE TO AMEND CHAPTER 971 MUNICIPAL PARKS, SECTION 971.03 PARK HOURS IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 949 WATER REGULATIONS, SECTION 949.07 WATER METER SERVICE FEE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Consent Agenda for Second Reading

RESULT: **REFERRED TO COUNCIL**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO AMEND CHAPTER 101 CODIFIED ORDINANCES, SECTION 101.02 GENERAL DEFINITIONS - ADMINISTRATIVE CODE FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

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**MINUTES SPECIAL MEETING
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CIP FUND TO THE CIP MEMORIAL PLAZA ACCOUNT FOR DONATED MONIES --- Salvati. Finance and Administration Committee.

Consent Agenda for Third Reading

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

149-2022

AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(A) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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MINUTES SPECIAL MEETING REYNOLDSBURG CITY COUNCIL December 5, 2022

150-2022

AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Upcoming Meetings

December 12, 2022 Council

December 23, 2022 City Offices Closed

December 26, 2022 City Offices Closed

December 30, 2022 City Offices Closed

January 2, 2023 City Offices Closed

January 5, 2023 Planning & Zoning Board

January 9, 2023 Council and Organizational Meeting

January 16, 2023 Martin Luther King, Jr. Day City Offices Closed

January 19, 2023 Planning & Zoning Board

January 23, 2023 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

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**MINUTES SPECIAL MEETING
REYNOLDSBURG CITY COUNCIL
December 5, 2022**

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Dec 5, 2022 6:30 PM (Approval of Minutes)

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

MOTION REQUEST

DATE: **December 12, 2022**

TO:

RE: **Appointment of Planning & Zoning Board Members**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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With the passage of the Charter amendment at the November 8th General Election to combine the Planning Commission and Board of Zoning & Building Appeals, the Mayor has selected seven members to serve on the new Planning & Zoning Board. Members' resumes being appointed are attached to the legislation.

A Motion to Hereby Affirm the Mayoral Appointment of Seven Members to Serve on the New Planning & Zoning Board for Terms as Indicated

Member	Term
Pat Zollars	January 1, 2023 through January 31, 2026
Keith Benner	January 1, 2023 through January 31, 2026
Toni Kleckley	January 1, 2023 through January 31, 2025
Amy Barnhart	January 1, 2023 through January 31, 2025
Lee Bivens	January 1, 2023 through January 31, 2024
Alex Furst	January 1, 2023 through January 31, 2024
Teresa Alabi	January 1, 2023 through January 31, 2024

ALEXANDER FURST

1456 LANCASTER AVENUE, REYNOLDSBURG, OHIO 43068-2546
ALEXFURST@GMAIL.COM | (614) 835-6011

RELEVANT PROFESSIONAL EXPERIENCE

DIRECTOR OF GLOBAL BUSINESS OPERATIONS | RESILIENCE | OCT 2022 - PRESENT

DIRECTOR OF BUSINESS OPERATIONS, FINANCE | SAVIYNT | APR 2022 – OCT 2022

SR. BUSINESS OPERATIONS MANAGER | SAVIYNT | OCT 2020 – APR 2022

SR. MANAGER OF BUSINESS OPERATIONS | DRONEDEPLOY | JUL 2019 – OCT 2020

FINANCE MANAGER | DRONEDEPLOY | MAY 2018 – JUL 2019

OWNER | FURST FINANCIAL SERVICES | JAN 2018 – PRESENT

FINANCE & OPERATIONS ANALYST | PAXATA | NOV 2016 – MAY 2018

RELEVANT VOLUNTEER EXPERIENCE

VICE CHAIRMAN | REYNOLDSBURG PLANNING COMMISSION | FEB 2020 – DEC 2022

CHAIRMAN | REYNOLDSBURG BOARD OF ZONING & BUILDING APPEALS | MAR 2022 – NOV 2022

VICE CHAIRMAN | REYNOLDSBURG BOARD OF ZONING & BUILDING APPEALS | MAY 2020 – MAR 2022

MEMBER | REYNOLDSBURG BOARD OF ZONING & BUILDING APPEALS | MAR 2019 – MAY 2020

MEMBER | REYNOLDSBURG ZONING CODE REWRITE STEERING COMMITTEE | JAN 2019 – JAN 2020

COMMISSIONER | REYNOLDSBURG PLANNING COMMISSION | OCT 2018 – FEB 2020

EDUCATION

MASTER OF SCIENCE | BOWLING GREEN STATE UNIVERSITY | 2009

Major: Criminal Justice

Concentrations: Policing and Public Policy

Thesis: "State Regulation of Private Police and Security Agents"

BACHELOR OF SCIENCE, SUMMA CUM LAUDE | BOWLING GREEN STATE UNIVERSITY | 2008

Major: Criminal Justice

Concentrations: Social Psychology, Criminology, and Sociology

AMY M. BARNHART

1142 Bergenia Drive • Reynoldsburg, Ohio 43068 • 614.204.0356 • family.barnhart@gmail.com

AREAS OF EXPERTISE

Preparation of Financial Reports
 Project Management
 Budget Preparation

Project Planning & Staffing
 Resource Management
 Employee Relations

Cash Flow Management
 Meeting Documentation
 Strategic Planning

EXPERIENCE:

GAI – GUNZELMAN architecture + interiors, Columbus, Ohio

2022-Present

Business ManagerBusiness Management

- Prepare proposals for perspective clients/projects putting together fee structures, services to be provided and project schedule.
- Prepare and review design contracts.
- Determine and evaluate staffing and resources based on project objectives, budget and timeline for new and existing contracts.
- Coordinate payroll, taxes and employer compliance.
- Reconcile reports for accurate checks and balance.
- Oversee recruitment and interview applicants for professional and entry level positions.
- Accountable for budgeting, cost control, payroll, general accounting, and profit and loss statements.
- Balance timely project deliverables with budgets and income. Request additional services as required.

JBAD - Jonathan Barnes Architecture & Design, Columbus, Ohio

2007-2022

Business ManagerBusiness Management

- Business Development - Research and strategize with firm owner on perspective projects and clients identifying best uses, estimate project/construction costs, and overall project viability.
- Lead efforts to prepare proposals for perspective clients/projects putting together fee structures, services to be provided and project schedule in coordination with the owner and project directors.
- Determine and evaluate staffing and resources based on project objectives, budget and timeline for new and existing contracts.
- Prepare and review contracts using AIA Contract Documents software for proposed projects.
- Accountable for budgeting, cost control, payroll, general accounting, and profit and loss statements.
- Monitor actual project expenditures against project budgets.
- Formulate recommendations for an annual budget prior to each fiscal year and compare budget to actual performance.
- Handle Human Resource issues and employee problem resolutions for a staff of up to 14 employees.
- Oversee recruitment and interview applicants for professional and entry level positions.
- Coordinate payroll, taxes and employer compliance.
- Reconcile reports for accurate checks and balance. Work with CPA on annual tax preparation & filings.
- Oral and written communication with clients and vendors on account balances and payment processing.

Project Management

- Coordinate and negotiate staffing for multiple projects and project teams, in conjunction with project directors, to meet specific project budget and deadlines.
- Analyze project progress and realign staff and projects as needed.
- Balance timely project deliverables with budgets and income. Request additional services as required.
- Communicate and coordinate with client, architects, consultants project deliverables and timelines.

Facilities Management

2015-Present

- In partnership with building ownership, manage 28,000SF commercial office building with 15+ tenants/suites.
- As the primary contact, coordinate with vendors/contractors ensuring that building is functioning and meeting the needs of the tenants.
- Perform all bookkeeping, collection of monthly rents, preparation of tenant leases.
- Successful projects managed include (1) Adding a second egress stairwell to meet current code (\$250K); (2) Frozen drain insurance claim (\$130K); (3) Sprinkler Head Malfunction insurance claim (\$500K); and (4) Multiple Tenant Improvement projects. Coordinated with architects, fire department, building department, contractors, funding sources and building owners.

AMY M. BARNHART

1142 Bergenia Drive • Reynoldsburg, Ohio 43068 • 614.204.0356 • family.barnhart@gmail.com

Barnhart Administrative Services

2004-Present

President*Clients include Dublin AM Rotary Club & Charitable Foundation, Ibel Companies, 243 North Fifth Holdings*

- Manage all banking, AP/AR, expenses, year-end statements using QuickBooks. Reconcile accounts monthly. Prepare monthly, quarterly and annual reports.
- Record and prepare monthly board meeting meetings.
- Prepare and disperse monthly, quarterly and yearly attendance reports to the local and national level.
- Assist with completion of quarterly audits conducted by club's audit committee.

Now Software, Inc., Gahanna, Ohio

Full Time

1999-2007

Office Manager/Accountant

Part Time

2007-2009

Major Accomplishments/Projects

- Coordinated with local realtor seeking adequate office space, researched potential sites, negotiated acceptable lease and terms and oversaw an office move without any operational staff downtime or loss in sales.
- Managed company cash flow and worked with vendors to eliminate over \$2M debt in three years.
- Directed the closing of an out-of-state office and consolidated equipment into Ohio operations.
- Coordinated change in banking relationships. Worked with several banks to get quotes on merchant accounts, line of credit, checking accounts and commercial loans and made final recommendation to company ownership.
- At product release, facilitated new box and CD printing with in-house fulfillment team to introduce new product into the retail channel.

Accounting

- Managed all banking, AP/AR, expenses, year-end statements using QuickBooks. Reconciled accounts monthly. Prepared monthly, quarterly and annual reports.
- Maintained banking relationships.
- Prepared and propose annual budget to ownership of company. Made and suggested changes as necessary. Ensured expenditures stay within agreed budget.
- Maintained an effective cash management system including forecasting cash flow.
- Made collection calls to customers when accounts reach past due status.
- Worked with company president in preparing and managing budget.
- Advised senior management of company's financial status and make suggestions to cost saving changes and implemented such changes. Forecasted cash flow and advise management as to where modifications can be made.
- Processed and managed semi-monthly payroll for 16-50 employees using Paychex.

Human Resources

- Oversaw employee recruitment and interview process for perspective employees.
- Completed new employee paperwork. Coordinated new employee training with other management and staff members.
- In conjunction with outside consultant, prepared company's first employee handbook.
- Worked with vendors to create comprehensive health benefits plan and rolled out to employees.
- Administered company's 401(K) plan.
- Maintained confidential employee personnel files.
- Managed overall staffing levels of company. Addressed discipline needs including termination.

Operations/Office Management

- Monitored in-house inventory and worked with Marketing Director to keep product stock and levels corresponding to demand.
- Negotiated rates with vendors. Managed all purchasing.
- Supervised customer service and shipping departments (2-3 employees).
- Managed corporate and education/government channel sales through retail and online distributors and resellers, international distributors and Apple Consultant Network resellers.

COMMUNITY INVOLVEMENT:*City of Reynoldsburg, Reynoldsburg, OH - Board of Zoning and Building Appeals (2020-2022)**St. Pius X Parish, Reynoldsburg, OH – Finance Council Member & Secretary (2013 to Present)**Boy Scout Troop 279, Reynoldsburg, OH – Committee Member & Advancement Chair (2012-Present)**Cub Scout Pack 326, Reynoldsburg, OH – Den Leader, Treasurer, Popcorn Kernel (2007-2016)***EDUCATION:***University of Cincinnati, Cincinnati, Ohio • Bachelor of Arts in International Affairs**Karkhov State University, Karkhov, Ukraine • Spring 1993*

**PROFILE:**

I am married with three boys and have lived in Reynoldsburg since I was 6 years old. A graduate of Reynoldsburg High School and a veteran of the United States Air Force serving during the Vietnam War. I am an avid golfer and my wife and I enjoy traveling every chance we get. I have been blessed with two beautiful grandchildren, both of whom attend Reynoldsburg Schools. I have provided info for the last 28 years and would be happy to discuss years prior to that should that be necessary.

CONTACT

PHONE:
614-204-9392

EMAIL:
Kdbenner21@gmail.com

KEITH BENNER

REALTOR

CENTURY 21 EXCELLENCE REALTY
REALTOR

2006 TO CURRENT

Assist clients in the sale and purchase of Residential, Commercial, and Investment properties. Work with builders, contractors, mortgage lenders, and attorneys to assure my clients get the property they want at a reasonable price in a stress-free transaction. Achieved ambitious sales goals throughout my career, receiving numerous awards for both sales volume and client satisfaction.

RISK MANAGEMENT ALTERNATIVES
Director of Telecommunications

2000 to 2005

Maintained telecom and data transmission lines and equipment for a multinational company with 38 locations throughout North America and the Caribbean. Provided project management and negotiated new equipment needs and purchases, with a budget of over \$15 million. Supervised a staff of seven telecom professionals located in Columbus, Ohio and Atlanta, Georgia. Negotiated contracts for equipment and telecom and data lines from various local and national carriers.

VORYS, SATER, SEYMOUR AND PEASE LLP
Telecom Manager

1992 to 2000

Maintained telecom and data transmission lines and equipment for one of the nation's top 100 law firms with seven locations nationwide. Provided programming and education for all Telecom Systems at all locations. Performed all project management, prepared and maintained a budget of over \$500,000. Negotiated purchases of new equipment and managed the installation of same. Negotiated contracts for telecom and data lines from various local and national carriers.

SKILLS

Attention to detail and multi-tasking, with outstanding negotiating skills. Thorough and diligent in the review of work processes, endeavoring to anticipate problems before they occur.

Well rounded knowledge of commercial and residential real estate. Excellent working knowledge of building processes; experience in working with local builders M/I, Pulte, Ryan, and Fisher Homes.

LEE A. BIVENS
 1111 Dawn Drive
 Reynoldsburg, Ohio 43068
 (614) 582-5281
 leebivens4100@gmail.com

PROFESSIONAL EXPERIENCE

Senior Project Manager. *OhioHealth, Columbus, Ohio.* Full-time position reporting to Director of Project Design and Construction. Responsible for all phases of design and construction activities related to project development, construction and various phases of property management including, but not limited to, the following:

- Oversight of project managers who handle a variety of hospital renovation and construction projects.
- Communicate and interface with campus administrators and medical staff as well as corporate level executives during project development and execution to keep them advised of project progress and issues.
- Issue RFP's and RFQ's for the purchase of design and construction services, evaluate responses received and select the firm best suited to execute the project.
- Monitor design process and progress of design firms to ensure that project is completed within approved scope and to eliminate or minimize scope creep.
- Assist in master plan development at the various campus's which supports and integrates with corporate and system long range goals.
- Oversight of the development and construction of medical office buildings.
- Support and guide end user groups through the design and construction process to ensure that process stays on track.
- Interface with campus facilities groups during the development execution of construction projects.
- Lead committees during the development of a project management manual containing standards, procedures and forms used in all phases of design and construction for both development and construction projects.
- Develop master budgets for projects used to obtain corporate and capital finance approval for major capital projects.
- Oversee the use of capital project funds during design and construction to insure they are spent properly within the scope of the approved project. Reconcile project budgets with capital finance on a regular basis.

(August 1993 – March 2019)

LEE A. BIVENS

Page 2

Project Manager. *Project Services Management, Inc., Columbus, Ohio.* Full-time position reporting to President. Acted as owner's representative during design and construction phases of project development responsible for, but not limited to, the following:

- Established and monitored effective procedures for the development of drawings and specifications during design phases.
- Reviewed and coordinated drawings and specifications.
- Coordinated activities of A/E's, contractors and other owner supplied goods and services during design and construction phases.
- Evaluated contractors' qualifications, bids, and applications for payment.
- Performed value engineering, reviewed shop drawings and reviewed and approved change order requests.
- Developed cost estimates for use in all phases of design from conceptual to detail.
- Revitalized and improved contractor certification service, for financial institutions, which reviewed and certified contractor pay applications on commercial projects.

(July 1987 – July 1993)

Designer. *American Electric Power Service Corporation, Columbus, Ohio.* Full-time position reporting to Supervising Designer.

(August 1984 – July 1987)

Senior Designer. *United McGill Corporation, Columbus, Ohio.* Full-time position reporting to Manager of Manufacturing Engineering.

(October 1978 – August 1984)

EDUCATION

AAS, Construction Management. Columbus State Community College, Columbus, Ohio. June 1988.

AAS, Architecture. Columbus State Community College, Columbus, Ohio. September 1975

CIVIC INVOLVEMENT

Past President of PTA; Past President and founding member of neighborhood civic association; Past Vice-President of Columbus State Community College Alumni Association; Active in local American Heart Association fund raising, was in the top 5 fund raisers in Central Ohio region for 3 consecutive years.

C. Patrick Zollars

6928 Retton Road Reynoldsburg, OH 43068

614-774-0862

Professional Summary

A versatile leader with the desired expertise, experience and skills. One who see's the big picture while achieving desired results with over thirty five years of professional managerial experience.

Professional Objective

To serve so that others may benefit in an environment that allows for creative application to problem solving and achieving desired results through sound ethical practices.

Career Highlights

Achiever ... increases sales and revenue, peer leader, exceeds objectives, grows business.

- * Started Contracting Solutions from startup to a \$5M+ organization with +/- 20 FTE
- * Chaired a financial organization with assets currently at \$1.3B
- * Managed a \$1.1 M department expense budget and was under by 12%
- * Increased year-over-year sales 57%
- * Regional revenue goal of \$11 M exceeded objective by 7 %
- * Reduced collection day-sales-outstanding by 25 days on \$1.2 B in annual billings
- * Ranked number one among peers in 4 of 5 positions held
- * Exceeded collection revenue plan by \$7.4 M on \$450 M portfolio

Innovator ... creative, asks how things can be done better, cheaper, faster.

- * Lead and directed the forming of a wholly owned subsidiary
- * Established and lead alternate sales channels
- * Established additional revenue sources
- * Improved brand image and product depth
- * Designed and developed new products and services
- * Established pro-active strategies and process improvements

Leader ... a builder of teams, divisions and businesses

- * Directed teams to top of their peer rankings
- * Directed and lead team of 65 sales and marketing professionals
- * Directed, managed and lead 7 sales managers and 55 sales people
- * Consolidated 5 regional offices into one collection/call center
- * Solely managed 3 of 4 regional offices on interim basis
- * Responsible for analysis, trending and reporting on \$ 2.0 B portfolio
- * Managed and lead 6 supervisors and 60 rank staffers

Education

Master of Science in Administration – Central Michigan University - 1990

Bachelor of Science – Franklin University - 1984

Professional Experience

Contracting Solutions – owner

April '05 - present

- licensed commercial general contractor www.cs-gc.com

Telhio Credit Union - Board Member

March '96 - present

- A \$1.3 B credit union currently
- Past Chair and 2 terms as Vice Chair, Chair and served on numerous committees including CEO Search Committee, Executive Committee, Education Committee, IT Committee, Building Committee and ALCO (finance)

Martin Management Services – Project Manager

October '04 – April '05

- Court appointed receiver and consulting firm

Joshua Homes – Sales Director

November '03 to October '04

- A semi-custom new home builder managing 10 New Home Sales Managers, 2 Sales Assistants and the Design Studio Coordinator

RZ Contractors – General Manager/Partner

April '02 to November '03

- Recruited into company becoming 40 % partner and asked to serve as general manager for this licensed residential general contractor with day-to-day operations, business development project management and estimating responsibilities.

Central Ohio Transit Authority (COTA) – Director, Sales Operations

March '00 to March '02

- Charged with designing and building a sales organization including new business development, product design, development and implementation, budgeting/P&L, strategic planning, performance management, compensation design, staffing and directing sales staff.

Ameritech – Numerous Positions

May '94 to December '99

- Regional Sales Manager – New Media Multi market consumer sales management responsible for Ohio americast cable television sales.
- Market Manager – New Media Multi market responsibilities for developing, growing and retaining *americast* cable subscribers in Ohio including project management and office and structural redesign.
- Promotions Manager – Enhanced Business Services multi market responsibilities to increase revenue and awareness.
- Credit & Collections Manager – Enhanced Business Services Project managed the consolidation of 5 regional collection centers into a single operation including implementation, consolidation management, office design, staffing, methods and procedures, formulated policies, training and reporting.

National City Bank – Numerous Positions

November '89 to April '94

- MIS Manager - Managed the performance, trending and analysis on the \$ 2 B credit card portfolios.
- Operations Manager - Coordinated and managed the process flow between collections, credit and customer service departments.
- Unit Manager – Collections Managed 6 collection supervisors and 60 collectors ensuring acceptable delinquency rates were met for private label and bankcard credit card portfolios.

Various

January '85 – November '89

- Rossman & Company, Ohio Air, Receivable Management Incorporated

TERESA ALABI

7081 Roundelay Rd. N, Reynoldsburg, OH 43068 p: 614-648-2962 e: teresamfoster@gmail.com

OBJECTIVE

Innovative, results driven professional with proven leadership experience in portfolio, project, and process management, pursuing opportunities to leverage my experience in a Consultant position.

SKILLS AND CORE COMPETENCIES

- Process Improvement
- Time Management
- Enterprise Project Lifecycle
- Planview E1 Software
- Managerial Courage
- IT Portfolio Management
- Relationship Management
- Project Management
- Continuous Improvement

PROFESSIONAL EXPERIENCE

Nationwide Insurance Columbus, Ohio Nov 2008 – Current
Software Engineer Aug 2020 – Current

Provide support and troubleshooting for Enterprise level delivery tools. Design and deliver OCM as needed.

- Led OCM for Planview Enterprise One June 2021 upgrade.
- Primary support for Planview E1 users, discussing and researching issues for resolution.
- Developed and maintains Sharepoint education sites for Jira, Planview E1 and Whoville applications.
- Created various micro videos for popular Planview E1 processes.

IT Portfolio Coordinator Jul 2012 – Aug 2020

Considered subject matter expert in demand, capacity, and financial management. Supported various strategic workforce initiatives.

- Established reporting method to capture expense recovery across all variable labor categories, recapturing additional 20% labor charges.
- Implemented new Enterprise-wide project management tool.
- Created project plan template for operational areas, providing method of tracking unplanned Infrastructure and Risk Management expenses.
- Drafted and executed budget training for Operational code-owners, allowing them to plan and forecast in a single source of record.
- Drafted and implemented Plan to Build transition process for IT projects.
- Managed small projects budgets and forecasts for a combined total of \$4 million per year.

Project Administrator Jun 2010 – Jul 2012

Gained valuable skills in financial forecasting and reporting, managing project lifecycle and project management software.

- Performed monthly financial forecasting and plan reconciliation, aiding in the reduction of \$4 million over an 8-month time period.
- Developed and facilitated biweekly program approval board meetings, saving over 4 hours, weekly, across all projects and stakeholders schedules.

Executive Assistant Nov 2008 – Jun 2010

- Provided personnel support to Associate Vice President level executive.
- Coordinated executive travel and managed expense reporting.
- Organized and executed quarterly team engagement events.
- Produced monthly product portfolio deck.

Urban Concern Columbus, Ohio Aug 2003 – Nov 2008
Assistant to the Director of Education

Main administrative support for Principal and staff of K-5 private elementary school.

EDUCATION

Otterbein University
 Master of Business Administration

Westerville, Ohio

The Ohio State University
 B.A., Humanities

Columbus, Ohio

November 10, 2021

Mayor Joe Begeny
7232 E. Main Street
Reynoldsburg, OH 43068
jbegeney@ci.reynoldsburg.oh.us

Dear Mayor Begeny,

I would like to state my intention to apply for a Reynoldsburg City board or commission appointment. I would be willing to serve on either the Board of Building & Zoning Appeals or the Planning Commission, however my first choice would be the BZBA.

Professionally, I am an IT Process Management professional at Nationwide Insurance. In my job I help to train and support the users of our project management software. I have experience in IT project and process management, financial management and reporting and organizational change management.

In my personal life, I am a mom of two girls, a wife, and a resident of Reynoldsburg for over five years. My husband and I moved here because of the diversity of the city and the strength of the school system. We have since fallen in love with the community and would like to help to maintain the things we moved here for, but also to help make the city stronger and an even better place to live.

To support the mission to support the community and build a better Reynoldsburg, I have taken part in the following:

- ✓ Lead Girl Scout Troop #6585
- ✓ Support and Assist the PTO at Rose Hill, Taylor Road and Summit Road STEM
- ✓ Served as Assistant Soccer Coach in the Parks & Rec Youth Sports league
- ✓ Taken part in a focus group with RCS on the Early Childhood building initiative
- ✓ Volunteered at the Tomato Festival

It is my intention to continue my community involvement within the city, which is why I would like to be considered for a board or commission position. Please feel free to contact me if you desire further information.

Sincerely,



Teresa Alabi

7081 Roundelay Rd N
Reynoldsburg, OH 43068
teresamfoster@gmail.com
614-648-2962

Toni Kleckley

1863 Cherrybrook Place, Reynoldsburg, Ohio 43068 614.924.0007

TWF333@msn.com

Objectives

To obtain a position in my field where I can utilize my skills with Board Memberships and Community Leaderships. Serving as an influential member offers additional education and engaging with a like-minded team. I will enjoy getting to know our city's planning team, hearing about new projects and plans.

Experience

6/2014 to Present – Part- time

OhioHealth Methodist Hospital

Columbus, Ohio 43214

Chaplain

My responsibilities include supporting patients and their families through the death process. I meet them where they are spirituality and support them in their own faith and beliefs. I use spiritual resources such as presence, empathetic listening, music therapy, devotions, scripture, and prayer to help them stay connected to their own spirituality

Professional Employment

U.S. Postal Service - Postal Clerk, Union Steward, and Chaplain - Retired – 1984 – 2014

Professional Academic Education

Doctor of Theology	World Gospel Seminary	Newport, North Carolina	2015
Master of Arts/Pastoral Counseling – <i>Summa Cum Laude</i>	Ohio Christian University	Circleville, OH	2012 - 2015
Baccalaureate of Arts in Ministry	Ohio Christian University	Circleville, OH	2008 – 2010
Association of Applied business to Real Estate	Hondros College	Westerville, OH	2003-2005
New Home Specialist	Certificate of Completion	Hondros College	Westerville, OH 2003-2005
Commercial Specialist	Certificate of Completion	Hondros College	Westerville, OH 2003-2005
Residential Specialist	Certificate of Completion	Hondros College	Westerville, OH 2003-2005

Board Memberships

- Appointed U.S. Senator Brown to the Advisory Council to Support Grandparents Raising Grandchildren (SGRG) Supporting Grandparents Raising Grandchildren as an Advisory Council Member for the State of Ohio 2020 to Prst.
- Legal and Financial Issues, Income Supports and Housing Subcommittee by the Director, Office of Supportive and Caregiver Services U.S. Administration on Aging Administration for Community Living in Washington D.C.
- Ohio Grandparents Kinship Coalition (OGKC) Treasurer 2019-2021

Community Leadership

Transformation Now Inc. (501c3) and GEMS (Grandparents Educating Minds) program – CEO - 2014- Prst.

Volunteering

- Community Disaster Spiritual Care - American Red Cross, Central Ohio Chapter Ohio Buckeye Region 2020-Prst
- Reynoldsburg Police Department 2021 – Prst.
- Reynoldsburg Area Democrats (RAD) Vice President 2021 - 2022

References

References are available on requests

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: December 12, 2022**TO:****RE: Approval of the Updated Rules of Council**

Approval:

Joe Begeny	Skipped Chris Shook	Stephen Cicak
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A Motion to Approve the Updated Rules of Council

COUNCIL RULES

REYNOLDSBURG CITY COUNCIL

Updated ~~2/28/2022~~12/5/2022

Attachment: Council Rules (2023) (Approval of the Updated Rules of Council)

COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO

~~EFFECTIVE 2020~~

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**COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO
REVISED 2018**

ARTICLE I - POWERS

No provision or section of these rules, which conflicts with or restricts those rights provided by the Constitution of the United States, the Constitution of the state of Ohio, the City of Reynoldsburg Charter, or the Revised Code of Ohio, shall have any force or effect.

SECTION 1. *Section 731.05 Revised Code.* Council takes due notice of the statutory limitation of powers set forth in Section 731.05 of the Revised Code of Ohio as follows: the powers of the legislative authority of a city shall be legislative only, unless otherwise provided in Title VII of the Revised Code or the City of Reynoldsburg Charter (CRC). All contracts, requiring the authorization of the legislative authority for their execution, shall be entered into and conducted to performance by the board or officers having charge of the matters to which they relate. After the authority to make such contracts has been given and the necessary appropriation made, the legislative authority shall take no further action thereon.

SECTION 2. *Section 3.08 CRC.* Council shall exercise all legislative powers of the City and all powers granted to municipal corporations by the Constitution and laws of Ohio, which are not reserved by the Charter to other officers of the City, and which are not inconsistent with the Charter.

SECTION 3. Council is the legislative and policy-making body of the City. Except as otherwise provided under the City Charter, Council shall enact local legislation, adopt budgets, determine policies, and other measures in order to carry out municipal functions involving the City.

SECTION 4. Council shall adopt, by a simple majority vote, its own Rules of Council, which shall not conflict with the City Charter, shall remain in effect until amended, changed, or repealed by a majority vote of the Council, shall go into effect immediately unless a later date is specified, and shall not be subject to initiative or referendum.

ARTICLE II - MEETINGS

SECTION 1. *Definitions*

As used in these Rules:

1. "Clerk" means the Clerk of Council.
2. "Assistant Clerk" means the Assistant Clerk of Council.
3. "Day" means calendar day.
4. "Meeting" means any prearranged discussion of the public business of Council by a majority of its members.

5. "Oral Notification" means notification given orally, either in person or by telephone directly to the person for whom such notification is intended, or by leaving an oral message for such person at the address, or if by telephone, at the telephone number of such person as shown on the records kept by the Clerk, under these Rules.
6. "Post" means to post in an area accessible to the public during the usual business hours at the Office of the Clerk and at the following location - First Floor, Municipal Building.
7. "Published" means published on the City's website, as defined in Section 4.14 CRC.
8. "Quorum" means a quorum at any meeting of Council shall consist of ~~four~~ five (45) members of Council.
9. "Written Notification" means notification in writing, mailed, e-mailed, faxed, or delivered to the address of the person for whom notification is intended, as shown on the records, kept by the Clerk under these Rules or in any way delivered to such person. If mailed, the notification shall be mailed by first class mail, deposited in the U.S. Postal Service mailbox no later than the second day preceding the day of the meeting to which the notification refers providing that at least one regular mail delivery day falls between the day of mailing and day of the meeting.

SECTION 2. *Types of Meetings*

- a. Regular Meetings. Council shall meet in regular session on the second and fourth Mondays of each month, unless such day is a nationally recognized holiday, in which case, the regular session may be held on the immediately succeeding Tuesday.
- b. Special Meetings. The Mayor, or any three members of Council, may call special meetings with at least a twenty-four (24) hour notice to each Councilmember personally served or left at his or her usual place of residence - i.e. (Sec. 3.07(b) CRC)
- c. Executive Session Meetings. Council may call an Executive Session at any time prior to or doing a meeting. Executive Sessions shall be closed, private, and confidential; and shall be held in accordance with the Ohio Revised Code 121.22 (g). These meetings are to be noted on the agenda of regular meetings, when possible. A motion that includes the general purpose of the Executive Session, as specified in the Ohio Revised Code 121.22 (g) and passed by a majority is required for Council to recess into Executive Session.

SECTION 3. *Time and Place of Meetings*. All regular meetings of Council shall be held in accordance with Section 3.07 CRC. All Special meetings shall be at a time and place as described in Article II, Section 4, Item B. Meetings of Council will normally be held in the room designated as Council Chambers in the Municipal Building in the City of Reynoldsburg; however, Council may, by affirmative vote of a majority of members, designate any other location necessary for the orderly conduct of Council affairs. Such meeting place must be within the City of Reynoldsburg. Pursuant to Section 3.07(d) of the City of Reynoldsburg Charter, the President of Council may

elect, in her or his discretion, to hold a special or emergency meeting virtually and/or electronically if the meeting is broadcast live in a manner generally accessible to the public.

SECTION 4. *Open Meetings.* All meetings of Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies - i.e., (Sec. 3.07(d) CRC)

A. NOTICE OF REGULAR AND ORGANIZATIONAL MEETINGS

1. The Clerk shall post a statement of the times and places of regular meetings for each calendar year, not later than the second day preceding the day of the first regular meeting (other than organizational meeting). The Clerk shall check at reasonable intervals to ensure that each statement remains posted during such calendar year. If, at any time during the calendar year, the time or place of any regular meeting is changed on a permanent or temporary basis, a statement of the time and place of the changed regular meeting shall be posted by the Clerk at least twenty-four (24) hours before the time of the meeting.
2. The Clerk shall post a statement of the time and place of any organizational meeting at least twenty-four (24) hours before the time of the organizational meeting.
3. Upon the adjournment of any regular or special meeting to another day, the Clerk shall promptly post notice of the time and place of such an adjourned meeting.

B. NOTICE OF SPECIAL MEETINGS

1. Except in the case of a special meeting referred to in subsection C, paragraph 3 of this section, the Clerk shall post a statement of the time, place, and purposes of such meeting no later than twenty-four (24) hours before the time of a special meeting.

C. NOTICE TO MEDIA OF SPECIAL MEETINGS

1. Any news organization or individual that desires to be given advance notification of special meetings shall file with the Clerk a written request. Except in the event of an emergency, requiring immediate official action, as referred to in paragraph 4 of this section, a special meeting shall not be held unless at least twenty-four hours advance notice of the time, place, and purpose of such special meeting is given to the news media, that have requested advance notification.
2. In the event of an emergency requiring immediate official action, a special meeting may be held without giving twenty-four (24) hour advance

notification thereof to the requesting news media. Any of the persons calling such meeting or the Clerk shall immediately give oral notification or written notification, or both, of the time, place, and purpose of the special meeting to the news media that has requested advance notification. The notification of any such special meeting shall state the general nature of the emergency requiring immediate official action.

D. GENERAL

1. Any person may visit or telephone the Office of the Clerk during regular office hours to determine, based on information available at the time, the time and place of regular meetings, the time, place, and purpose of any then known special meetings, and whether the available agenda of any future meeting states that any specific type of public business is to be discussed at such meeting.
2. Any notification provided herein to be given by the Clerk, may be given by any person acting on behalf of the Clerk.
3. A reasonable attempt at notification shall constitute compliance with these Rules.
4. To better insure compliance with these Rules, it shall be the responsibility of the President of Council and Committee Chairpersons to advise the Clerk in a timely manner of future meetings and the subject matters to be discussed.

ARTICLE III - OFFICERS

SECTION 1. *President of Council*

- A. The President of Council shall be elected from the City at large to a four year term of office. (Sec. 3.04 (a) CRC)
- B. The President of Council shall be the presiding officer of Council and may vote on any matter before the Council. The President of Council shall have such other powers, duties, and functions as provided by Charter, Ordinance, Resolution, or Rules of Council. While serving as Acting Mayor, Council President shall not retain power to vote on matters before Council, but shall have the power to veto ordinances and resolutions as provided in this Charter for the Mayor, but shall vote on any matter before Council only in the event of a tie vote among the members of Council. (Sec. 3.04 (b) CRC)

SECTION 2. *President Pro Tempore*

- A. Council shall appoint, as a part of its organizational process and by a majority vote of its members, a member of Council to serve as the President Pro Tempore of Council and to serve at the pleasure of Council. (Sec. 3.05 (a) CRC)
- B. The President Pro Tempore shall serve as the presiding officer of Council during the temporary absence or disability of the President of Council, but while so serving, shall retain the power to vote on all matters before Council.

(Sec. 3.05 (b) CRC)

- C. In the absence of both the President of Council and the President Pro Tempore of Council, an acting presiding officer shall serve as follows: Chairman of the Finance and Administration Committee, Chairman of the Public Service and Transportation Committee, Chairman of the Public Safety, Law and Courts Committee, Chairman of the Development, Parks and Recreation Committee.

SECTION 3. Clerk of Council.

Council shall appoint, by a majority vote of its members, a person to serve as the Clerk of Council, to serve at the pleasure of Council. (Sec. 3.06 CRC)

The Clerk of Council shall:

- A. Attend Council meetings - regular and special.
- B. Prepare a Record of Proceedings of all Council meetings, which shall be termed the minutes or journal, and be the custodian of such records. Meetings of City Council shall be recorded and recordings made of meetings shall be retained in accordance with the City's Record Retention Schedule.
- C. Prepare an agenda for each regular meeting of Council and Committees.
- D. Furnish all transcripts, orders, and certificates, which may be properly required, and shall be entitled to charge for all attested certificates and transcripts, the same fees that are allowed by law to county officers for similar services provided the same shall be furnished free of charge, when ordered by Council, or required by any Councilmember or City Official, in the execution of official duties.
- E. Assign numbers to all ordinances and resolutions, when such legislation is proposed. Number assignments will be referenced in the official minutes of Council proceedings.
- F. Maintain a permanent record of all ordinances or resolutions, by appropriate notation, show passage or rejection, subsequent repeal, and amendment thereof.
- G. Perform all clerical duties incidental to the office.
- H. Be available during the hours specified by Council.
- I. Perform such other duties as directed by Council.

SECTION 4. Assistant Clerk of Council.

An Assistant Clerk of Council shall be appointed by a majority vote of Council and shall serve at the pleasure of Council. The Assistant Clerk of Council shall assume the duties and responsibilities of the Clerk of Council in their absence or at their request.

ARTICLE IV - COMMITTEES

SECTION 1. Standing Committees. Council shall have the following standing committees with the responsibilities as shown:

- A. FINANCE AND ADMINISTRATION COMMITTEE
City Auditor: taxation; bond and note sales, banking, financial services, Comprehensive Annual Financial Report (CAFR), appointments to Income Tax Board of Review

Clerk of Council: Records Commission
 Department of Computer Systems: city-wide technology services
 Civil Service Commission, Department of Human Resources: general employment policies, personnel policies, insurance
 Mayor's Office: Miscellaneous city-wide, general policies or code amendments, annual budget
 Other: Appointment of elected officials, appointments to other non-designated Boards/Commissions

B. PUBLIC SAFETY, LAW AND COURTS COMMITTEE

Department of Public Safety: Director's Office, fire district agreements/appointments.
 Division of Police: Collective bargaining agreements, salary ordinances for safety personnel, facilities/equipment purchases and improvements
 City Attorney's Office
 Mayor's Court

C. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE

Department of Public Service: Director's Office, City Engineer and Divisions of Street, Water/Wastewater, and Maintenance. Water/Sewer rates/agreements, refuse collection service contracts, intergovernmental agreements for infrastructure improvements, ODOT, MORPC, etc.
 Building Division: code compliance programs and abatement assessments
 Planning and Zoning Division: planning and zoning code, zoning district changes, Planning Commission and Board of Zoning and Building Appeals appointments

D. DEVELOPMENT, PARKS AND RECREATION COMMITTEE

Development Department: Director's Office, economic development agreements (EDAs); Tax Incentive Review Council (TIRC); CRAs (including residential CRAs); intergovernmental cooperative development agreements, matters pertaining to industrial/commercial/residential development
 Parks and Recreation Department: Director's Office, Division of Parks Maintenance, Parks & Recreation Department appointments, recreation programs, Senior Center, community festivals, Livingston House, convention and visitor's Bureau, Reynoldsburg-Truro Historical Society, matters pertaining to general civic improvement, beautification, and other special civic assignments

Requests for new employee(s) shall be considered by the committee responsible for the department requesting the new employee(s). Salary amount(s) should be included on the legislative file for consideration by this committee, prior to referring the topic to the Finance Committee for funding.

SECTION 2. *Special Committees*

A. *Special Ad Hoc Committees.* The President of Council may, from time to time, appoint special committees for limited purposes, subject to the approval of a majority of Council. The statement of purpose for all special Ad Hoc committees shall contain a section setting forth

the length of time required to complete their special purpose.

B. Special Representative. The President of Council may, from time to time, appoint a representative from Council to assess such areas as (but not limited to) constituent services, technological capabilities, and budgetary matters. The purpose of this assessment is to facilitate better communication between the constituents and Council. The representative will report to the President of Council within the time period set by the President for further action by Council, if necessary.

SECTION 3. *Composition of Committees.* Standing and special committees shall consist of not less than three (3) members of Council, recommended by the President of Council and approved by a majority vote of Council at its organizational meeting. Such approved committee membership shall be in effect until such time as Council committees reorganize, except that any member who resigns or for any reason cannot serve, must be replaced by a majority vote of Council. The Finance and Administration Committee shall be staffed with a member of each of the following committees - Chairpersons of the Development, Parks and Recreation Committee, Public Service and Transportation Committee, and Public Safety, Law and Courts Committee, to promote continuity of purpose and aims between the four standing committees. Each committee shall select their own chairperson. The President of Council shall be an ex-officio member of all committees and shall vote on any action only in case of a tie vote.

SECTION 4. *Duties of Committee Chairperson*

- A. The Chairperson, as selected in Article IV, Section 3, shall preside over all committee meetings.
- B. The Chair shall:
 - 1. Appoint a vice-chair to serve in the chair's absence.
 - 2. With the assistance of the Clerk, prepare agendas, meeting minutes and provide supporting materials that are germane to the discussion of items on the agenda, not less than two days before the next scheduled meeting.
 - 3. Be the sponsor of new legislation unless the Chair designates another member of the Committee to sponsor the new legislation.
 - 4. Be responsible that legislation will not be sent from committee to Council, except by a majority vote of the committee. Legislation will either be forwarded to the Consent Agenda or Regular Agenda.
 - 5. With the assistance of the Clerk, be responsible for maintaining an up-to-date status of all legislation directed to the committee or redirected to the committee by Council, as needed, until such time as legislation has received final approval or disapproval by Council, or is declared null and void by the authority of Article VII, Section 8A.
 - 6. When directed by the President of Council to conduct a study or survey, assure that the subject matter is continued on the agenda as an active discussion item, until such time as the committee report or resultant proposed legislation has been presented to Council.
 - 7. If desired, appoint as many citizen advisory members as may be necessary; however, no citizen advisory members shall vote on the recommendations of the committee, but may concur in either the majority or minority reports.

SECTION 5. *Committee Agendas.* Items to be considered by committees or approved requests, including supporting documentation, shall be received by the Clerk no later than 5:00 p.m. seven (7) days prior to the Committee meeting. Unless of an emergency nature, no material will be received by Council on the meeting night. All officers of the municipality and members of the public are urged to cooperate with the Clerk in making the agenda complete and accurate. The person requesting the item, or a designee, shall attend the committee meeting to discuss the item.

SECTION 6. *Committee Meetings.* Meetings of all committees of Council shall be public meetings, and whenever possible, shall be held in public buildings within the City of Reynoldsburg; however, each committee, by a majority of its voting members, may elect to hold meetings wherever it deems necessary to properly further its assigned purpose. All committee meetings will be convened by the Chair of such committee, or by two (2) voting members, giving notice of the date, time, and place to all members of the committee and the Clerk. The Clerk shall notify all members of Council of all committee meetings. Any member of Council shall have the right to sit with any committee, present information, take part in any discussion, and question witnesses; however, members of Council shall have a vote only when regularly assigned to such committee.

SECTION 7. *Committee of the Whole.* Council committees may meet as a Committee of the Whole to consider the agenda of any Committee, if a quorum of an individual committee is not present at the meeting, provided that four members of Council are present. Succession to chair a Committee of the Whole meeting shall be: Committee Chairperson, Vice-Chairperson, senior member of Committee, or senior member of Council. When meeting as a Committee of the Whole, each member present shall retain the right to vote.

SECTION 8. *Mandatory Referral.* All ordinances and resolutions shall be referred to an appropriate committee for review and recommendation for adoption or denial prior to final action being taken by Council. This provision may be suspended by an affirmative vote of a three-fourths majority of Council (CRC 4.04). Legislation awarding contracts are exempt from Mandatory Referral. (See CRC 8.04 (b)) EXCEPTION: When circumstances are warranted, legislation can be amended with emergency language and considered for adoption without suspension of the provision provided appropriate committee members are present and the topic has been discussed at least once in committee.

ARTICLE V - COUNCIL AGENDA

SECTION 1. *Content.* Before adoption of an ordinance or resolution, the committee chairperson or Clerk of Council may request the City Attorney review an ordinance to determine if it is a valid exercise of legislative authority.

SECTION 2. *Preparation.* The agenda for all meetings of Council shall be prepared by the Clerk, under the guidance of the President of Council, with the assistance of the President Pro Tempore of Council. No item requiring action may be placed on the agenda later than seven (7)

days before a regular meeting and less than twenty-four (24) hours prior to the time of a special meeting, unless as considered in Section 4 of this Article. Unless the subject is of an emergency nature, no material will be received by Council on the meeting night.

SECTION 3. *Delivery.* It shall be the responsibility of the President of Council to make sure that the agenda is delivered to the members of Council on the Friday before a regular meeting, and not less than twenty-four (24) hours prior to the time of a special meeting.

SECTION 4. *Changes.* Any change to the published agenda shall not be made, other than by a majority vote of Council, on a motion to amend, which shall not be debatable, except for a brief statement of necessity, by the maker of the motion. Such motion shall require no second.

All matters listed under Item 10, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of items listed on the Consent Agenda. However, if discussion is desired on a particular item(s), that item will be removed from the Consent Agenda and will be considered separately.

The Clerk of Council shall read aloud the items considered as part of the Consent Agenda before there is a motion for approval.

A typical motion for approval: "I move that the Consent Agenda items 'a' through 'e' be approved as indicated," followed by a roll call vote, **or** a typical motion to remove an item might be, "I move that we approve the Consent Agenda items 'a' through 'e' with the exception of item 'c'," followed by a roll call vote.

SECTION 5. *Order of Business.* The agenda should reflect the following order of business:

- Roll Call
- Approval of Agenda
- Approval of Minutes
- Community Comments/Presentations
- Communications
- Proclamations
- Motions
- Reports
 - City Officials
 - Standing Committees
 - Special Committees
- ~~Legislative Action One Reading Only~~ Resolutions
- Consent Agenda
- Procedural readings:
 - First readings
 - Second readings
- Legislative Action:

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Third readings
Other Council Matters
Adjournment

It should be noted, that this section is directory in nature and not mandatory, and is subject to the discretion of the presiding officer.

ARTICLE VI - RULES OF ORDER

SECTION 1. Rules of Order. All deliberations of Council shall be governed by the Constitution of the United States, the Constitution of the state of Ohio, the Revised Code of Ohio, the City of Reynoldsburg Charter, duly enacted ordinances and resolutions of the City of Reynoldsburg, Ohio, the Rules of Council of the City of Reynoldsburg, Ohio as contained herein, and in those areas of parliamentary procedure not specifically set forth in the foregoing documents, Roberts Rules of Order, Newly Revised.

ARTICLE VII – LEGISLATION

SECTION 1. Definitions.

- Ordinance: Refers to the type of action by Council, which is of a general or permanent nature, creates a right, grants a franchise, or involves the expenditure of money, the levying of a tax, or authorizes the purchase, lease, sale, or transfer of property.
- Resolution: Refers to a declaration of intent or purpose, the authorization of some temporary act or administrative procedure and the approval of any contract involving the expenditure of money that has been appropriated by ordinance. A resolution may initiate, direct, or carry out administrative duties and functions, which are granted to the legislative body under statutory laws, the City of Reynoldsburg Charter, or municipal ordinance.
- Motion: Refers to an action used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by Council, resolutions of expression by Council, decisions not requiring ordinance or resolution, and as otherwise provided in the CRC.
- Majority: ~~Four~~ Five (45) members of Council shall constitute a majority for the normal transaction of business.
- 2/3 Majority: A two-thirds (2/3) majority shall mean ~~five-six~~ (56) members of Council.
- 3/4 Majority: A three-fourths (3/4) majority shall mean six (6) members of Council.

SECTION 2. Form of Action of Council. Except as otherwise provided in the CRC, action of Council shall be by ordinance, resolution, or motion. Motions shall be used to conduct the business of Council, in procedural matters, for elections conducted among Council members,

appointments by Council, and as otherwise provided in the CRC. All other action shall be taken by ordinance or resolution. No action of Council shall be invalidated merely because the form thereof fails to comply with the provisions of this Section - i.e. (Sec. 4.02 CRC).

SECTION 3. *Introduction of Legislation.* Any member of Council may introduce any ordinance or resolution, at a regular or special meeting, which shall be in written or printed form, and shall contain a concise title - i.e. (Sec. 4.02 CRC).

SECTION 4. *Form of Ordinances and Resolutions.*

- A. The form and style of ordinances and resolutions shall be determined by the Rules of Council.
- B. Each ordinance or resolution shall contain only one subject, which shall be expressed in its title, provided that appropriation ordinances may contain the various subjects, accounts, and amounts for which monies are appropriated, and that ordinances and resolutions, which are codified or re-codified, are not subject to the limitation of containing one subject - i.e. (Sec. 4.02 CRC).
- ~~C. Resolutions, primarily and exclusively for recognition, shall be adopted upon a favorable vote at the first reading.~~

SECTION 5. *Reading Ordinances and Resolutions.*

- ~~A.~~ Each ordinance ~~and resolution~~ shall be read on three different days, occurring with at least one week between readings, unless Council suspends this rule concerning readings by a vote of at least three-fourths of the members of Council, provided that ordinances ~~and resolutions~~ passed as emergency measures need not conform to this subsection, but shall be read at one meeting of Council.
- ~~B.~~ Each resolution shall be read at a single Council and be passed by a majority vote of its members.
- ~~C.~~ Ordinances and resolutions shall be read by title only, unless Council determines that a reading shall be in full by a majority vote of its members - i.e. (Sec. 4.04
- ~~E.~~ CRC).
- ~~D.~~ Suspension. Any provision of this Article, except as noted in Section 4, may be
- ~~F.~~ suspended by an affirmative vote of a three-fourths majority of Council (CRC 4.04).

SECTION 6. *Vote Required for Passage.* The vote on the question of passage of each ordinance, resolution, and motion shall be taken by “ayes” and “nays,” and entered into the Journal. No vote shall be passed without concurrence of a majority of the members of Council. Each ~~emergency ordinance or resolution and each ordinance or resolution~~ vetoed by the Mayor, which is subsequently approved by Council over-riding the Mayor’s veto, shall require the affirmative vote of at least two-thirds of the members of Council for enactment.

SECTION 7. *Emergency Legislation.* Each emergency ordinance ~~or resolution~~ shall determine that the ordinance ~~or resolution~~ is necessary for the immediate preservation of the public peace, health, or safety or that its passage is urgently required for the financial needs of the City's government and shall contain a statement of the necessity or urgency requiring its passage as an emergency measure - i.e. (Sec. 4.07 CRC).

If an emergency ordinance ~~or resolution shall fail~~ to receive the required two-thirds affirmative vote, but receives the necessary majority for passage as non-emergency legislation, it shall become effective as non-emergency legislation.

SECTION 8. *Pending Legislation.*

- A. All ordinances, resolutions, and motions that have been postponed in excess of six (6) months shall be considered null and void. Any further action on the subjects covered shall be reintroduced as new legislation.

SECTION 9. *Amending Legislation.* Amendments to proposed legislation shall be made at a Council meeting or appropriate Committee meeting.

SECTION 10. *Reconsidering.* An action of Council can be reconsidered by the implementation of a Vote to Reconsider. Such a motion shall be made by a member of the prevailing side and done at (1) the same meeting or (2) the next meeting of Council following the meeting, at which the action to be reconsidered, occurred. A member of the prevailing side is defined as a member who voted for an action that passed or against an action that was defeated.

SECTION 11. *Publication.* A summary of every ordinance or resolution shall be published on the City's website within fourteen days after its final passage and no other publication shall be required.

ARTICLE VIII - RULES OF DISCUSSION

SECTION 1. *Policy.* Council will provide an opportunity for the public to address Council on agenda and non-agenda items. However, in order to expedite business, the rules of discussion contained in this Article are set forth as the official policy of Council. Speaker slips shall be filled out completely including name, address, organization represented, if any, the agenda item to be addressed, the subject, if the person wishes to address a non-agenda item, and shall be filed with the Clerk of Council prior to the start of the meeting.

SECTION 2. *Duty of Presiding Officer.* The Presiding Officer shall recognize Councilmembers and other persons, who wish to address Council, prior to such member or person taking the floor. All persons, not personally known by Council, shall furnish their name, address, and the reason for their appearance upon request of the Presiding Officer prior to being recognized.

The Presiding Officer may utilize the following rules when exercising control of the discussion on any ordinance, resolution, motion, or when a member of the public wishes to address Council:

- A. All Councilmembers shall speak only from their place at Council table, while all other persons addressing Council shall do so from a place so designated;
- B. No public person shall be permitted to speak longer than three minutes at any one time or no longer than a total of five minutes;
- C. No public person shall be permitted to speak more than two times;
- D. No public person shall be permitted to speak a second time until all persons have been given the opportunity to be heard at least once;
- E. If the subject does not concern the legislative responsibilities of Council, the Presiding Officer may refer the person to the proper administrative officer, another public forum, or deny the request to speak;
- F. No member or person shall use language or subject matter containing obscenity or partisan political propaganda;
- G. No member or person shall conduct themselves in a disorderly manner or engage in disruptive behavior;
- H. All members and persons addressing Council shall be subject to the duty of the Presiding Officer to preserve the order and decorum of a public meeting;
- I. The Presiding Officer, subject to a challenge by a majority of Council, may refuse the floor to any member or person where the tactics are obviously dilatory and not in the best interest of Council;
- K. The above rules may be suspended to permit unlimited debate, by a vote of three-fourths majority of Council.

ARTICLE IX - VOTING

SECTION 1. Voting. Except as otherwise provided in these rules, the Ohio Revised Code, or the CRC, all resolutions and ordinances will be voted upon in open council and shall be oral roll call votes. The roll call voting shall be different from successive meetings as called by the Clerk. The Clerk shall call the roll and each Councilmember shall respond with either an affirmative or dissenting response or by abstaining. No other comment will be considered proper during voting. The Clerk must record the vote and the same shall be preserved in the minutes of the meeting. After the vote is complete, the Presiding Officer shall announce the results thereof. Except as otherwise provided herein or by law (U.S.C., O.R.C., C.R.C.), a majority shall carry any resolution, ordinance, or motion. ~~The President of Council shall vote only to break a tie.~~ No question concerning the vote of any member will be proper, after the vote is called.

SECTION 2. Abstaining Vote. No member shall be questioned concerning an abstaining vote. The decision to abstain is a personal matter to each member and under no condition may this action be challenged. Each member is urged to use careful discretion in this matter. An abstaining vote shall not be counted as either an affirmative or dissenting vote, but shall be considered neutral.

If a member anticipates abstaining due to a conflict of interest, they are encouraged to refrain from participating in the discussion and announcing the conflict prior to the beginning of the discussion or at such time as the conflict becomes apparent to the Councilmember.

ARTICLE X - EXPENDITURE OF COUNCIL FUNDS

SECTION 1. *Prior Approval of Expenditures.* Prior approval must be obtained before any member of Council, including the President of Council and the Clerk of Council, may attend a conference or seminar. Upon completion of the conference or seminar, every member of Council, including the President of Council and the Clerk of Council attending a conference or seminar, shall provide an agenda or other printed material relevant to the subject matter covered to the Clerk for filing with the “Prior Approval” form. Prior approval is defined as the approval by two of the four standing committee chairpersons and the acknowledgement of the President of Council, or the President Pro Tempore of Council in the absence of the President. Prior Approval forms may be obtained from the Clerk.

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

MOTION REQUEST

DATE: **December 12, 2022**

TO: **Development, Parks and Recreation Committee**

RE: Reconsideration of 142-20220 Camera System for Civic Park

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

This Ordinance is being reconsidered in order to add language to transfer funds from a 5300 account to a 5600 account.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
 WITH SILCO FIRE & SECURITY TO PURCHASE TWO CAMERAS, CAMERA
 LICENSES, AND RELATED EQUIPMENT FOR THE REYNOLDSBURG PARKS AND
 RECREATION DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND
 DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg Parks and Recreation Department requests authorization to purchase and install Silco Fire and Security cameras and related equipment for Civic Park; and

WHEREAS, the total not to exceed cost of the camera's, related equipment and installation of thirty-three thousand, one hundred eighteen dollars and eighty-two cents (\$33,118.82); and

WHEREAS, the funds are available from the 2022 Budget; and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said cameras and related equipment and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase and install cameras and related equipment not to exceed \$33,118.82.

SECTION 2. That an amount of \$33,118.82 is available as part of the Parks and Recreation Department 2022 Budget.

SECTION 3: That \$33,118.82 should be unencumbered from account #110.340.5339 Miscellaneous Contract Services and encumber those funds to account #110.340.5633 Machinery & Equipment.

SECTION 4. That pursuant to section 175.01 (d) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is waived for the professional services provided by Silco Fire & Security.

SECTION 5. That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the City to utilize these funds and complete the project prior to the end of 2022; wherefore upon adoption by the Council, this Ordinance shall be in effect upon the signature of the Mayor.



2345 Southwest Blvd., Columbus, OH 43123
 PHONE: (614) 449-2101 FAX: (614) 782-6207

Email: service@silcofs.com

Website: www.silcofs.com

CONTACT: Donna Bauman
COMPANY: City Of Reynoldsburg
ADDRESS: Parks and Rec Dept
PHONE: (614) 832-1426

November 17, 2022

Email: dbauman@ci.reynoldsburg.oh.us

Bid Proposal is as follows:

Add Cameras to Civic Park

- 3 – Inaxsys / Exacq Camera Licenses
- 2 – 4 sensor 360 Degree camera 4K
- 1 – 4K Outdoor Bullet Camera Varifocal
- 1 – Panasonic Edge License Plate recognition AI software
- 1 – Network Switch
- 1 – 8TB Hard Drive (Additional Storage)
- 1000 – Ft Fiber with LC connectors
- 2 – Fiber SFP modules
- 2 – 16' Pole Aluminum 4" Direct Burial
- 2 – Pole Camera Mounts
- 1 – Outdoor Nema Enclosure for Electric and Network Switch
- 2 – Pole Mount for Nema enclosure
- 2 – 6AWG wire for electric outlet
- 1 – 10AWG wire for Ground
- 1 – Conduit and Fittings
- 1 – Wire and Connectors
- 1 – Labor to Install

Total: \$33,118.82

Underground Directional boring PROVIDED By Other. (RMW Drilling)
Permit fees will passed through if needed.

Terms & Conditions

1. Payment Terms: or other Agreement
 - 50% down payment with order (Must be received before equipment is ordered)
 - 50% upon completion (Must be received before final test)
2. The quoted price is valid for 60 days and **does not include** tax and permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. For water based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
4. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
5. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
6. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.
7. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers. If phone lines are going to be used for monitoring, they need to be POTS phone lines (not VOIP). Customer is required to install RJ31X jack(s) upstream from any phone system in compliance with NFPA 72 and extend phone line(s) from DMARC to the fire alarm communicator location.

8. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
9. Installation will start upon approval of plans by authority having jurisdiction. Silco will notify the customer when permit has been issued.
10. Revisions to original approved design will be billed separately, including any AHJ required changes.
11. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
12. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA. For Ansul clean agent fire suppression systems, see Ansul's terms and conditions regarding Ansul's Environmental and Evergreen Warranties.
13. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, *then Silco's liability shall be limited to Maximum of Silco's available primary insurance policy coverage..* Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
14. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
15. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
16. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
17. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
18. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Title)

Silco Fire and Security _____ Monty Mills

Monty Mills

City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 phone****Memo**

DATE: December 12, 2022**TO: City Council****CC:****RE:**



Budget by Classification-October, 2022

10.a.1.a

Through 10/31/22
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
REVENUE							
Department 000 - General							
Property Taxes	337,406.00	.00	333,622.86	.00	3,783.14	99	329,781
Municipal Tax	17,666,074.00	1,385,367.25	19,565,660.47	.00	(1,899,586.47)	111	18,785,211
Other Local Taxes	400,000.00	46,663.51	417,689.51	.00	(17,689.51)	104	458,121
State Levied Shared Taxes	1,019,200.00	88,415.13	969,606.24	.00	49,593.76	95	895,421
Licenses	51,400.00	2,625.00	40,945.00	.00	10,455.00	80	48,200
Permits	338,200.00	43,476.02	382,081.28	.00	(43,881.28)	113	352,461
Fees	25,000.00	20.00	21,474.90	.00	3,525.10	86	26,011
Miscellaneous Charges for Services	40,050.00	1,790.25	67,181.29	.00	(27,131.29)	168	39,821
Recreational Charges	148,500.00	8,146.96	151,653.83	.00	(3,153.83)	102	142,341
Fines and Forfeitures	199,000.00	810.53	154,853.75	.00	44,146.25	78	182,001
Investment Earnings	240,000.00	73,445.85	371,158.37	.00	(131,158.37)	155	217,831
Other Revenues	703,776.00	304,728.73	919,626.48	.00	(215,850.48)	131	725,431
Donations	5,000.00	129.00	9,487.10	.00	(4,487.10)	190	15,671
Reimbursements	21,000.00	39,307.16	92,666.82	.00	(71,666.82)	441	166,261
Sale of Assets	2,500.00	961.50	3,611.27	.00	(1,111.27)	144	6,791
Transfers/Advances	1,500.00	.00	950.00	.00	550.00	63	1,791
Department 000 - General Totals	\$21,198,606.00	\$1,995,886.89	\$23,502,269.17	\$0.00	(\$2,303,663.17)	111%	\$22,393,221
REVENUE TOTALS	\$21,198,606.00	\$1,995,886.89	\$23,502,269.17	\$0.00	(\$2,303,663.17)	111%	\$22,393,221
EXPENSE							
Department 000 - General							
Transfers/Other	1,864,364.00	.00	.00	.00	1,864,364.00	0	4,704,581
Department 000 - General Totals	\$1,864,364.00	\$0.00	\$0.00	\$0.00	\$1,864,364.00	0%	\$4,704,581
Department 111 - Police Division							
Personal Services	12,419,305.00	857,578.47	9,688,160.74	144,307.60	2,586,836.66	79	9,129,231
Supplies	518,512.26	31,238.40	325,054.78	98,868.40	94,589.08	82	214,681
Services	862,043.72	54,234.98	380,410.96	213,722.05	267,910.71	69	434,311
Capital Purchases	849,048.73	3,317.92	386,763.11	334,322.11	127,963.51	85	284,831
Department 111 - Police Division Totals	\$14,648,909.71	\$946,369.77	\$10,780,389.59	\$791,220.16	\$3,077,299.96	79%	\$10,063,061
Department 290 - Mechanic							
Personal Services	157,770.00	4,869.82	45,238.42	7,080.12	105,451.46	33	125,301
Supplies	149,413.17	5,713.90	49,166.41	38,533.01	61,713.75	59	71,271
Services	47,659.31	1,094.89	20,457.45	24,809.70	2,392.16	95	13,141
Department 290 - Mechanic Totals	\$354,842.48	\$11,678.61	\$114,862.28	\$70,422.83	\$169,557.37	52%	\$209,721



Budget by Classification-October, 2022

10.a.1.a

Through 10/31/22
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 340 - Parks and Recreation							
Personal Services	1,404,486.00	86,324.64	927,678.27	34,698.59	442,109.14	69	896,78
Supplies	271,510.53	8,567.06	167,769.61	57,963.27	45,777.65	83	185,28
Services	540,512.95	29,676.58	259,690.24	146,522.72	134,299.99	75	240,59
Transfers/Other	.00	314.00	4,411.50	.00	(4,411.50)	+++	14,16
Capital Purchases	221,824.60	52,765.61	85,030.11	121,082.99	15,711.50	93	17,16
Department 340 - Parks and Recreation Totals	\$2,438,334.08	\$177,647.89	\$1,444,579.73	\$360,267.57	\$633,486.78	74%	\$1,353,99
Department 343 - Senior Center							
Personal Services	178,971.00	13,994.94	148,114.29	4,902.00	25,954.71	85	118,01
Supplies	29,363.38	.00	3,314.51	7,408.23	18,640.64	37	3,44
Services	30,062.46	580.29	9,666.10	8,256.21	12,140.15	60	10,21
Capital Purchases	2,439.00	.00	.00	2,439.00	.00	100	
Department 343 - Senior Center Totals	\$240,835.84	\$14,575.23	\$161,094.90	\$23,005.44	\$56,735.50	76%	\$131,67
Department 344 - Community Events							
Personal Services	161,658.00	8,409.79	124,198.48	3,719.17	33,740.35	79	90,53
Supplies	37,918.54	.00	18,368.73	6,346.36	13,203.45	65	8,73
Services	358,443.16	6,382.40	244,775.86	12,917.17	100,750.13	72	200,14
Department 344 - Community Events Totals	\$558,019.70	\$14,792.19	\$387,343.07	\$22,982.70	\$147,693.93	74%	\$299,40
Department 448 - Service Department							
Personal Services	772,537.00	60,289.70	643,333.36	18,520.76	110,682.88	86	616,09
Supplies	26,486.61	2,591.21	15,152.15	8,394.90	2,939.56	89	14,06
Services	823,201.94	56,503.83	340,519.19	215,848.00	266,834.75	68	417,25
Transfers/Other	.00	.00	40.00	.00	(40.00)	+++	
Capital Purchases	5,000.00	.00	.00	.00	5,000.00	0	5,00
Department 448 - Service Department Totals	\$1,627,225.55	\$119,384.74	\$999,044.70	\$242,763.66	\$385,417.19	76%	\$1,052,41
Department 479 - Building Department							
Personal Services	738,808.00	41,325.10	516,407.87	28,679.96	193,720.17	74	376,71
Supplies	13,975.97	300.86	5,178.33	3,297.64	5,500.00	61	4,80
Services	157,837.33	18,871.80	63,246.51	70,914.79	23,676.03	85	67,68
Transfers/Other	.00	.00	200.00	.00	(200.00)	+++	
Capital Purchases	40,000.00	.00	.00	.00	40,000.00	0	
Department 479 - Building Department Totals	\$950,621.30	\$60,497.76	\$585,032.71	\$102,892.39	\$262,696.20	72%	\$449,21
Department 522 - Mayor							
Personal Services	355,369.00	17,517.33	196,150.19	3,166.29	156,052.52	56	183,21



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Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 522 - Mayor							
Supplies	1,050.00	.00	377.22	200.00	472.78	55	37
Services	86,043.66	6,788.99	48,816.73	36,953.31	273.62	100	11,45
Department 522 - Mayor Totals	\$442,462.66	\$24,306.32	\$245,344.14	\$40,319.60	\$156,798.92	65%	\$195,04
Department 534 - Civil Service Commission							
Personal Services	69,930.00	5,283.95	55,278.69	.00	14,651.31	79	51,99
Supplies	5,099.00	.00	1,641.95	722.74	2,734.31	46	3,69
Services	34,881.00	6,914.00	24,236.22	10,588.81	55.97	100	12,41
Department 534 - Civil Service Commission Totals	\$109,910.00	\$12,197.95	\$81,156.86	\$11,311.55	\$17,441.59	84%	\$68,10
Department 545 - City Auditor							
Personal Services	376,283.00	30,290.78	305,596.94	2,528.14	68,157.92	82	302,10
Supplies	4,173.54	.00	1,175.55	1,713.00	1,284.99	69	1,15
Services	119,877.60	9,388.80	74,378.22	36,958.47	8,540.91	93	70,67
Capital Purchases	.00	.00	.00	.00	.00	+++	(488
Department 545 - City Auditor Totals	\$500,334.14	\$39,679.58	\$381,150.71	\$41,199.61	\$77,983.82	84%	\$373,44
Department 554 - City Attorney							
Personal Services	609,071.00	46,341.22	485,053.62	8,182.97	115,834.41	81	484,32
Supplies	6,773.37	81.50	3,621.16	2,422.21	730.00	89	3,98
Services	126,498.75	17,425.29	51,872.77	22,614.40	52,011.58	59	68,25
Department 554 - City Attorney Totals	\$742,343.12	\$63,848.01	\$540,547.55	\$33,219.58	\$168,575.99	77%	\$556,56
Department 571 - City Council							
Personal Services	186,073.00	16,203.51	155,165.67	1,079.67	29,827.66	84	149,29
Supplies	2,618.83	114.96	1,108.93	509.90	1,000.00	62	1,30
Services	73,431.71	163.75	21,038.88	17,312.88	35,079.95	52	29,16
Department 571 - City Council Totals	\$262,123.54	\$16,482.22	\$177,313.48	\$18,902.45	\$65,907.61	75%	\$179,77
Department 580 - Development Department							
Personal Services	314,505.00	17,439.15	216,104.95	11,218.54	87,181.51	72	272,54
Supplies	3,800.00	48.84	561.62	569.73	2,668.65	30	1,71
Services	290,861.52	15,217.56	101,322.50	121,261.65	68,277.37	77	108,02
Transfers/Other	.00	.00	.00	.00	.00	+++	10
Capital Purchases	5,000.00	692.00	1,296.00	108.00	3,596.00	28	
Department 580 - Development Department Totals	\$614,166.52	\$33,397.55	\$319,285.07	\$133,157.92	\$161,723.53	74%	\$382,39



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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 582 - Human Resources Department							
Personal Services	128,739.00	10,324.24	105,843.30	1,736.85	21,158.85	84	96,688.45
Supplies	20,089.95	3,383.61	13,580.01	2,646.13	3,863.81	81	14,646.14
Services	45,241.90	637.45	22,195.97	6,880.03	16,165.90	64	21,877.02
Department 582 - Human Resources Department Totals	\$194,070.85	\$14,345.30	\$141,619.28	\$11,263.01	\$41,188.56	79%	\$133,211.07
Department 584 - Computer Department							
Supplies	18,986.82	522.90	14,368.11	4,618.71	.00	100	1,858.71
Services	652,047.55	4,810.36	333,439.24	285,841.41	32,766.90	95	336,179.34
Capital Purchases	182,214.68	2,385.87	93,564.46	47,300.48	41,349.74	77	61,314.94
Department 584 - Computer Department Totals	\$853,249.05	\$7,719.13	\$441,371.81	\$337,760.60	\$74,116.64	91%	\$399,358.52
Department 593 - Clerk of Courts							
Personal Services	304,502.00	23,860.39	250,550.76	8,251.28	45,699.96	85	246,150.51
Supplies	4,617.39	150.51	1,603.50	1,841.78	1,172.11	75	1,311.39
Services	120,295.05	3,090.00	55,452.52	30,467.45	34,375.08	71	48,077.47
Capital Purchases	6,500.00	.00	793.60	35.11	5,671.29	13	793.60
Department 593 - Clerk of Courts Totals	\$435,914.44	\$27,100.90	\$308,400.38	\$40,595.62	\$86,918.44	80%	\$295,544.14
Department 595 - General and Administrative							
Personal Services	419,865.87	.00	257,889.87	22,600.00	139,376.00	67	47,333.87
Supplies	7,399.90	429.90	2,785.32	530.60	4,083.98	45	2,685.32
Services	866,526.12	42,861.50	355,699.51	424,986.70	85,839.91	90	225,277.61
Capital Purchases	30,000.00	1,553.03	7,364.23	5,635.77	17,000.00	43	7,600.00
Department 595 - General and Administrative Totals	\$1,323,791.89	\$44,844.43	\$623,738.93	\$453,753.07	\$246,299.89	81%	\$282,911.41
Department 810 - Public Health and Welfare							
Services	350,898.00	.00	351,003.42	.00	(105.42)	100	343,977.58
Department 810 - Public Health and Welfare Totals	\$350,898.00	\$0.00	\$351,003.42	\$0.00	(\$105.42)	100%	\$343,977.58
EXPENSE TOTALS	\$28,512,416.87	\$1,628,867.58	\$18,083,278.61	\$2,735,037.76	\$7,694,100.50	73%	\$21,474,390.11
Fund 110 - General Fund Totals							
REVENUE TOTALS	21,198,606.00	1,995,886.89	23,502,269.17	.00	(2,303,663.17)	111%	22,393,222.00
EXPENSE TOTALS	28,512,416.87	1,628,867.58	18,083,278.61	2,735,037.76	7,694,100.50	73%	21,474,390.11
Fund 110 - General Fund Net Gain (Loss)	(\$7,313,810.87)	\$367,019.31	\$5,418,990.56	(\$2,735,037.76)	\$9,997,763.67	(37%)	\$918,831.89
Fund Type Totals							
REVENUE TOTALS	21,198,606.00	1,995,886.89	23,502,269.17	.00	(2,303,663.17)	111%	22,393,222.00



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Classification		Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category	General Fund							
	EXPENSE TOTALS	28,512,416.87	1,628,867.58	18,083,278.61	2,735,037.76	7,694,100.50	73%	21,474,390.10
Fund Type	Net Gain (Loss)	(\$7,313,810.87)	\$367,019.31	\$5,418,990.56	(\$2,735,037.76)	\$9,997,763.67	(37%)	\$918,830.54
Fund Category	General Fund Totals							
	REVENUE TOTALS	21,198,606.00	1,995,886.89	23,502,269.17	.00	(2,303,663.17)	111%	22,393,222.00
	EXPENSE TOTALS	28,512,416.87	1,628,867.58	18,083,278.61	2,735,037.76	7,694,100.50	73%	21,474,390.10
Fund Category	General Fund Net Gain (Loss)	(\$7,313,810.87)	\$367,019.31	\$5,418,990.56	(\$2,735,037.76)	\$9,997,763.67	(37%)	\$918,830.54



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Through 10/31/22
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 203 - Cares Act (CRF) Franklin Cty							
REVENUE							
Department 000 - General							
Investment Earnings	.00	.00	.00	.00	.00	+++	:
Department 000 - General Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$:
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$:
EXPENSE							
Department 000 - General							
Transfers/Other	161.99	.00	161.99	.00	.00	100	:
Department 000 - General Totals	\$161.99	\$0.00	\$161.99	\$0.00	\$0.00	100%	\$:
EXPENSE TOTALS	\$161.99	\$0.00	\$161.99	\$0.00	\$0.00	100%	\$:
Fund 203 - Cares Act (CRF) Franklin Cty Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	:
EXPENSE TOTALS	161.99	.00	161.99	.00	.00	100%	:
Fund 203 - Cares Act (CRF) Franklin Cty Net Gain (Loss)	(\$161.99)	\$0.00	(\$161.99)	\$0.00	\$0.00	100%	\$:



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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 204 - Cares Act (CRF) Licking Cty							
REVENUE							
Department 000 - General							
Investment Earnings	.00	.00	.00	.00	.00	+++	\$0.00
Department 000 - General Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXPENSE							
Department 000 - General							
Transfers/Other	42.09	.00	42.09	.00	.00	100	28,510
Department 000 - General Totals	\$42.09	\$0.00	\$42.09	\$0.00	\$0.00	100%	\$28,510
EXPENSE TOTALS	\$42.09	\$0.00	\$42.09	\$0.00	\$0.00	100%	\$28,510
Fund 204 - Cares Act (CRF) Licking Cty Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	\$0.00
EXPENSE TOTALS	42.09	.00	42.09	.00	.00	100%	28,510
Fund 204 - Cares Act (CRF) Licking Cty Net Gain (Loss)	(\$42.09)	\$0.00	(\$42.09)	\$0.00	\$0.00	100%	(\$28,506)



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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 205 - Cares Act (CRF) Fairfield Cty							
EXPENSE							
Department 000 - General							
Transfers/Other							
	7.67	.00	7.67	.00	.00	100	
Department 000 - General Totals	\$7.67	\$0.00	\$7.67	\$0.00	\$0.00	100%	\$0.00
EXPENSE TOTALS	\$7.67	\$0.00	\$7.67	\$0.00	\$0.00	100%	\$0.00
Fund 205 - Cares Act (CRF) Fairfield Cty Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	
EXPENSE TOTALS	7.67	.00	7.67	.00	.00	100%	
Fund 205 - Cares Act (CRF) Fairfield Cty Net Gain (Loss)	(\$7.67)	\$0.00	(\$7.67)	\$0.00	\$0.00	100%	\$0.00



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Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 206 - American Rescue Plan Act							
REVENUE							
Department 000 - General							
Intergovernmental-State	.00	.00	2,023,424.89	.00	(2,023,424.89)	+++	2,007,390
Department 000 - General Totals	\$0.00	\$0.00	\$2,023,424.89	\$0.00	(\$2,023,424.89)	+++	\$2,007,390
REVENUE TOTALS	\$0.00	\$0.00	\$2,023,424.89	\$0.00	(\$2,023,424.89)	+++	\$2,007,390
EXPENSE							
Department 000 - General							
Transfers/Other	467,964.00	16,577.50	99,854.09	338,045.91	30,064.00	94	
Capital Purchases	2,891,598.79	32,063.19	453,449.17	2,380,166.62	57,983.00	98	
Department 000 - General Totals	\$3,359,562.79	\$48,640.69	\$553,303.26	\$2,718,212.53	\$88,047.00	97%	\$1,470,121.63
EXPENSE TOTALS	\$3,359,562.79	\$48,640.69	\$553,303.26	\$2,718,212.53	\$88,047.00	97%	\$1,470,121.63
Fund 206 - American Rescue Plan Act Totals							
REVENUE TOTALS	.00	.00	2,023,424.89	.00	(2,023,424.89)	+++	2,007,390
EXPENSE TOTALS	3,359,562.79	48,640.69	553,303.26	2,718,212.53	88,047.00	97%	
Fund 206 - American Rescue Plan Act Net Gain (Loss)	(\$3,359,562.79)	(\$48,640.69)	\$1,470,121.63	(\$2,718,212.53)	\$2,111,471.89	37%	\$2,007,390

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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 220 - Income Tax Fund							
REVENUE							
Department 000 - General							
Municipal Tax	805,000.00	78,998.78	981,782.78	.00	(176,782.78)	122	1,057,998.78
Investment Earnings	5,000.00	5,379.35	22,497.35	.00	(17,497.35)	450	1,581,497.35
Reimbursements	.00	.00	558.19	.00	(558.19)	+++	3,438.19
Department 000 - General Totals	\$810,000.00	\$84,378.13	\$1,004,838.32	\$0.00	(\$194,838.32)	124%	\$1,063,026.26
REVENUE TOTALS	\$810,000.00	\$84,378.13	\$1,004,838.32	\$0.00	(\$194,838.32)	124%	\$1,063,026.26
EXPENSE							
Department 564 - Income Tax Division							
Personal Services	134,269.46	10,740.59	114,465.07	3,780.03	16,024.36	88	132,811.07
Supplies	2,015.25	104.00	213.33	676.92	1,125.00	44	191,125.00
Services	88,600.00	1,103.27	20,956.03	742.78	66,901.19	24	4,221,956.03
Transfers/Other	2,410,000.00	59,707.03	512,150.08	122,405.99	1,775,443.93	26	731,497.03
Department 564 - Income Tax Division Totals	\$2,634,884.71	\$71,654.89	\$647,784.51	\$127,605.72	\$1,859,494.48	29%	\$868,722.22
EXPENSE TOTALS	\$2,634,884.71	\$71,654.89	\$647,784.51	\$127,605.72	\$1,859,494.48	29%	\$868,722.22
Fund 220 - Income Tax Fund Totals							
REVENUE TOTALS	810,000.00	84,378.13	1,004,838.32	.00	(194,838.32)	124%	1,063,026.26
EXPENSE TOTALS	2,634,884.71	71,654.89	647,784.51	127,605.72	1,859,494.48	29%	868,722.22
Fund 220 - Income Tax Fund Net Gain (Loss)	(\$1,824,884.71)	\$12,723.24	\$357,053.81	(\$127,605.72)	\$2,054,332.80	(13%)	\$194,304.04



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Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 260 - Street Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	1,900,000.00	170,999.53	1,660,069.87	.00	239,930.13	87	1,662,218
Other Revenues	.00	.00	1,225.80	.00	(1,225.80)	+++	34,741
Reimbursements	.00	.00	21,357.48	.00	(21,357.48)	+++	20,611
Department 000 - General Totals	\$1,900,000.00	\$170,999.53	\$1,682,653.15	\$0.00	\$217,346.85	89%	\$1,717,577
REVENUE TOTALS	\$1,900,000.00	\$170,999.53	\$1,682,653.15	\$0.00	\$217,346.85	89%	\$1,717,577
EXPENSE							
Department 000 - General							
Capital Purchases	800,000.00	.00	.00	800,000.00	.00	100	
Department 000 - General Totals	\$800,000.00	\$0.00	\$0.00	\$800,000.00	\$0.00	100%	\$0.00
Department 268 - Street Department							
Personal Services	802,538.98	57,196.83	634,453.02	10,511.16	157,574.80	80	574,721
Supplies	339,874.50	6,142.68	138,580.69	114,708.84	86,584.97	75	101,441
Services	223,667.97	6,803.12	120,150.69	81,622.26	21,895.02	90	84,191
Capital Purchases	37,375.00	.00	17,457.48	19,900.00	17.52	100	186,051
Department 268 - Street Department Totals	\$1,403,456.45	\$70,142.63	\$910,641.88	\$226,742.26	\$266,072.31	81%	\$946,421
EXPENSE TOTALS	\$2,203,456.45	\$70,142.63	\$910,641.88	\$1,026,742.26	\$266,072.31	88%	\$946,421
Fund 260 - Street Fund Totals							
REVENUE TOTALS	1,900,000.00	170,999.53	1,682,653.15	.00	217,346.85	89%	1,717,577
EXPENSE TOTALS	2,203,456.45	70,142.63	910,641.88	1,026,742.26	266,072.31	88%	946,421
Fund 260 - Street Fund Net Gain (Loss)	(\$303,456.45)	\$100,856.90	\$772,011.27	(\$1,026,742.26)	\$48,725.46	84%	\$771,141

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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Special Revenue Funds							
Fund Type							
Fund 270 - State Highway Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	160,000.00	13,864.82	134,600.27	.00	25,399.73	84	134,777.00
Department 000 - General Totals	\$160,000.00	\$13,864.82	\$134,600.27	\$0.00	\$25,399.73	84%	\$134,777.00
REVENUE TOTALS	\$160,000.00	\$13,864.82	\$134,600.27	\$0.00	\$25,399.73	84%	\$134,777.00
EXPENSE							
Department 268 - Street Department							
Supplies	70,000.00	5,960.00	61,825.50	8,040.00	134.50	100	44,950.00
Services	34,607.09	563.78	23,569.03	9,438.06	1,600.00	95	26,460.00
Department 268 - Street Department Totals	\$104,607.09	\$6,523.78	\$85,394.53	\$17,478.06	\$1,734.50	98%	\$71,420.00
EXPENSE TOTALS	\$104,607.09	\$6,523.78	\$85,394.53	\$17,478.06	\$1,734.50	98%	\$71,420.00
Fund 270 - State Highway Fund Totals							
REVENUE TOTALS	160,000.00	13,864.82	134,600.27	.00	25,399.73	84%	134,777.00
EXPENSE TOTALS	104,607.09	6,523.78	85,394.53	17,478.06	1,734.50	98%	71,420.00
Fund 270 - State Highway Fund Net Gain (Loss)	\$55,392.91	\$7,341.04	\$49,205.74	(\$17,478.06)	(\$23,665.23)	57%	\$63,357.00
Fund Type Totals							
REVENUE TOTALS	2,870,000.00	269,242.48	4,845,516.63	.00	(1,975,516.63)	169%	4,922,780.00
EXPENSE TOTALS	8,302,722.79	196,961.99	2,197,335.93	3,890,038.57	2,215,348.29	73%	1,915,080.00
Fund Type Net Gain (Loss)	(\$5,432,722.79)	\$72,280.49	\$2,648,180.70	(\$3,890,038.57)	\$4,190,864.92	23%	\$3,007,690.00
Fund Category Special Revenue Funds Totals							
REVENUE TOTALS	2,870,000.00	269,242.48	4,845,516.63	.00	(1,975,516.63)	169%	4,922,780.00
EXPENSE TOTALS	8,302,722.79	196,961.99	2,197,335.93	3,890,038.57	2,215,348.29	73%	1,915,080.00
Fund Category Special Revenue Funds Net Gain (Loss)	(\$5,432,722.79)	\$72,280.49	\$2,648,180.70	(\$3,890,038.57)	\$4,190,864.92	23%	\$3,007,690.00



Budget by Classification-October, 2022

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Through 10/31/22
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Enterprise Funds							
Fund Type							
Fund 710 - Water Fund							
REVENUE							
Department 000 - General							
Utility Charges	780,000.00	64,073.79	634,769.70	.00	145,230.30	81	641,330.00
Other Revenues	.00	.00	.00	.00	.00	+++	1,000.00
Reimbursements	.00	.00	.00	.00	.00	+++	86.00
Department 000 - General Totals	\$780,000.00	\$64,073.79	\$634,769.70	\$0.00	\$145,230.30	81%	\$643,200.00
Department 735 - Water Division							
Utility Charges	6,923,881.00	604,612.68	5,979,854.51	.00	944,026.49	86	5,834,551.00
Other Revenues	96,119.00	78,714.37	103,433.19	.00	(7,314.19)	108	121,800.00
Reimbursements	.00	.00	28,674.56	.00	(28,674.56)	+++	350.00
Department 735 - Water Division Totals	\$7,020,000.00	\$683,327.05	\$6,111,962.26	\$0.00	\$908,037.74	87%	\$5,956,720.00
REVENUE TOTALS	\$7,800,000.00	\$747,400.84	\$6,746,731.96	\$0.00	\$1,053,268.04	86%	\$6,599,920.00
EXPENSE							
Department 000 - General							
Capital Purchases	1,825,435.66	4,044.73	835,327.43	990,108.23	.00	100	209,340.00
Department 000 - General Totals	\$1,825,435.66	\$4,044.73	\$835,327.43	\$990,108.23	\$0.00	100%	\$209,340.00
Department 735 - Water Division							
Personal Services	505,685.72	37,071.63	402,645.53	19,272.89	83,767.30	83	400,550.00
Supplies	208,942.34	26,417.28	146,729.53	60,432.12	1,780.69	99	126,990.00
Services	6,501,949.70	140,049.46	4,100,490.13	2,177,980.43	223,479.14	97	3,998,590.00
Transfers/Other	.00	.00	.00	.00	.00	+++	1,450.00
Capital Purchases	713,759.97	3,167.75	226,687.72	322,627.69	164,444.56	77	12,490.00
Department 735 - Water Division Totals	\$7,930,337.73	\$206,706.12	\$4,876,552.91	\$2,580,313.13	\$473,471.69	94%	\$4,540,100.00
Department 991 - Debt Service							
Debt Service	255,115.00	.00	52,554.83	158,927.00	43,633.17	83	55,560.00
Department 991 - Debt Service Totals	\$255,115.00	\$0.00	\$52,554.83	\$158,927.00	\$43,633.17	83%	\$55,560.00
EXPENSE TOTALS	\$10,010,888.39	\$210,750.85	\$5,764,435.17	\$3,729,348.36	\$517,104.86	95%	\$4,805,010.00
Fund 710 - Water Fund Totals							
REVENUE TOTALS	7,800,000.00	747,400.84	6,746,731.96	.00	1,053,268.04	86%	6,599,920.00
EXPENSE TOTALS	10,010,888.39	210,750.85	5,764,435.17	3,729,348.36	517,104.86	95%	4,805,010.00
Fund 710 - Water Fund Net Gain (Loss)	(\$2,210,888.39)	\$536,649.99	\$982,296.79	(\$3,729,348.36)	(\$536,163.18)	124%	\$1,794,910.00

Attachment: Budget by Classification-October, 2022 12 05 2022 9 39 14 AM Joni Crawford 46108HAU



Budget by Classification-October, 2022

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Through 10/31/22
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Enterprise Funds							
Fund Type							
Fund 720 - Wastewater/Sewer Fund							
REVENUE							
Department 000 - General							
Utility Charges	380,000.00	31,902.89	312,721.17	.00	67,278.83	82	314,761.17
Department 000 - General Totals	\$380,000.00	\$31,902.89	\$312,721.17	\$0.00	\$67,278.83	82%	\$314,761.17
Department 736 - Wastewater Division							
Utility Charges	6,515,000.00	601,915.98	5,817,367.82	.00	697,632.18	89	5,541,121.17
Other Revenues	.00	50.00	1,650.00	.00	(1,650.00)	+++	771.17
Reimbursements	5,000.00	.00	28,674.56	.00	(23,674.56)	573	351.17
Department 736 - Wastewater Division Totals	\$6,520,000.00	\$601,965.98	\$5,847,692.38	\$0.00	\$672,307.62	90%	\$5,542,251.17
REVENUE TOTALS	\$6,900,000.00	\$633,868.87	\$6,160,413.55	\$0.00	\$739,586.45	89%	\$5,857,021.17
EXPENSE							
Department 000 - General							
Capital Purchases	1,222,370.03	4,303.07	320,316.26	902,053.77	.00	100	312,261.17
Department 000 - General Totals	\$1,222,370.03	\$4,303.07	\$320,316.26	\$902,053.77	\$0.00	100%	\$312,261.17
Department 736 - Wastewater Division							
Personal Services	542,676.62	42,435.01	458,124.31	18,406.52	66,145.79	88	436,931.17
Supplies	113,931.40	26,006.25	77,097.96	36,752.04	81.40	100	38,701.17
Services	6,760,697.41	844,578.31	4,965,610.61	1,663,217.52	131,869.28	98	3,993,861.17
Capital Purchases	717,559.97	3,167.75	226,687.72	322,627.69	168,244.56	77	12,491.17
Department 736 - Wastewater Division Totals	\$8,134,865.40	\$916,187.32	\$5,727,520.60	\$2,041,003.77	\$366,341.03	95%	\$4,482,001.17
Department 991 - Debt Service							
Debt Service	39,972.00	.00	487.50	39,484.00	.50	100	961.17
Department 991 - Debt Service Totals	\$39,972.00	\$0.00	\$487.50	\$39,484.00	\$0.50	100%	\$961.17
EXPENSE TOTALS	\$9,397,207.43	\$920,490.39	\$6,048,324.36	\$2,982,541.54	\$366,341.53	96%	\$4,795,231.17
Fund 720 - Wastewater/Sewer Fund Totals							
REVENUE TOTALS	6,900,000.00	633,868.87	6,160,413.55	.00	739,586.45	89%	5,857,021.17
EXPENSE TOTALS	9,397,207.43	920,490.39	6,048,324.36	2,982,541.54	366,341.53	96%	4,795,231.17
Fund 720 - Wastewater/Sewer Fund Net Gain (Loss)	(\$2,497,207.43)	(\$286,621.52)	\$112,089.19	(\$2,982,541.54)	(\$373,244.92)	115%	\$1,061,781.17

Attachment: Budget by Classification-October, 2022 12 05 2022 9 39 14 AM Joni Crawford 46108HAU



Budget by Classification-October, 2022

10.a.1.a

Through 10/31/22
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Enterprise Funds							
Fund Type							
Fund 740 - Storm Water Drainage Fund							
REVENUE							
Department 737 - Storm Water Division							
Utility Charges	2,000,000.00	162,749.39	1,742,237.72	.00	257,762.28	87	1,662,733.72
Reimbursements	.00	.00	1,116.38	.00	(1,116.38)	+++	238,000.00
Department 737 - Storm Water Division Totals	\$2,000,000.00	\$162,749.39	\$1,743,354.10	\$0.00	\$256,645.90	87%	\$1,662,971.10
REVENUE TOTALS	\$2,000,000.00	\$162,749.39	\$1,743,354.10	\$0.00	\$256,645.90	87%	\$1,662,971.10
EXPENSE							
Department 000 - General							
Capital Purchases	808,375.63	.00	151,165.18	657,210.45	.00	100	259,471.10
Department 000 - General Totals	\$808,375.63	\$0.00	\$151,165.18	\$657,210.45	\$0.00	100%	\$259,471.10
Department 737 - Storm Water Division							
Personal Services	321,901.35	24,275.09	259,206.64	12,125.45	50,569.26	84	249,611.10
Supplies	64,344.00	2,448.66	20,189.42	13,915.02	30,239.56	53	24,761.10
Services	1,176,701.93	107,331.22	811,598.09	290,624.94	74,478.90	94	702,688.10
Capital Purchases	160,000.00	.00	.00	159,055.44	944.56	99	702,688.10
Department 737 - Storm Water Division Totals	\$1,722,947.28	\$134,054.97	\$1,090,994.15	\$475,720.85	\$156,232.28	91%	\$977,061.10
Department 991 - Debt Service							
Debt Service	123,110.00	.00	6,554.00	116,554.00	2.00	100	7,791.10
Department 991 - Debt Service Totals	\$123,110.00	\$0.00	\$6,554.00	\$116,554.00	\$2.00	100%	\$7,791.10
EXPENSE TOTALS	\$2,654,432.91	\$134,054.97	\$1,248,713.33	\$1,249,485.30	\$156,234.28	94%	\$1,244,341.10
Fund 740 - Storm Water Drainage Fund Totals							
REVENUE TOTALS	2,000,000.00	162,749.39	1,743,354.10	.00	256,645.90	87%	1,662,971.10
EXPENSE TOTALS	2,654,432.91	134,054.97	1,248,713.33	1,249,485.30	156,234.28	94%	1,244,341.10
Fund 740 - Storm Water Drainage Fund Net Gain (Loss)	(\$654,432.91)	\$28,694.42	\$494,640.77	(\$1,249,485.30)	(\$100,411.62)	115%	\$418,629.10



Budget by Classification-October, 2022

10.a.1.a

Through 10/31/22
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior YTD T
Fund Category Enterprise Funds							
Fund Type							
Fund 750 - Solid Waste Fund							
REVENUE							
Department 738 - Refuse Collection							
Utility Charges	2,200,000.00	208,790.01	2,110,804.89	.00	89,195.11	96	1,922,510
Other Revenues	.00	45.40	24,629.31	.00	(24,629.31)	+++	
Department 738 - Refuse Collection Totals	\$2,200,000.00	\$208,835.41	\$2,135,434.20	\$0.00	\$64,565.80	97%	\$1,922,510
REVENUE TOTALS	\$2,200,000.00	\$208,835.41	\$2,135,434.20	\$0.00	\$64,565.80	97%	\$1,922,510
EXPENSE							
Department 738 - Refuse Collection							
Supplies	2,000.00	.00	.00	.00	2,000.00	0	1,370
Services	3,020,257.04	34,332.43	2,090,317.20	254,985.31	674,954.53	78	1,975,280
Department 738 - Refuse Collection Totals	\$3,022,257.04	\$34,332.43	\$2,090,317.20	\$254,985.31	\$676,954.53	78%	\$1,976,650
EXPENSE TOTALS	\$3,022,257.04	\$34,332.43	\$2,090,317.20	\$254,985.31	\$676,954.53	78%	\$1,976,650
Fund 750 - Solid Waste Fund Totals							
REVENUE TOTALS	2,200,000.00	208,835.41	2,135,434.20	.00	64,565.80	97%	1,922,510
EXPENSE TOTALS	3,022,257.04	34,332.43	2,090,317.20	254,985.31	676,954.53	78%	1,976,650
Fund 750 - Solid Waste Fund Net Gain (Loss)	(\$822,257.04)	\$174,502.98	\$45,117.00	(\$254,985.31)	\$612,388.73	26%	(\$54,140)
Fund Type Totals							
REVENUE TOTALS	18,900,000.00	1,752,854.51	16,785,933.81	.00	2,114,066.19	89%	16,042,430
EXPENSE TOTALS	25,084,785.77	1,299,628.64	15,151,790.06	8,216,360.51	1,716,635.20	93%	12,821,250
Fund Type Net Gain (Loss)	(\$6,184,785.77)	\$453,225.87	\$1,634,143.75	(\$8,216,360.51)	(\$397,430.99)	106%	\$3,221,180
Fund Category Enterprise Funds Totals							
REVENUE TOTALS	18,900,000.00	1,752,854.51	16,785,933.81	.00	2,114,066.19	89%	16,042,430
EXPENSE TOTALS	25,084,785.77	1,299,628.64	15,151,790.06	8,216,360.51	1,716,635.20	93%	12,821,250
Fund Category Enterprise Funds Net Gain (Loss)	(\$6,184,785.77)	\$453,225.87	\$1,634,143.75	(\$8,216,360.51)	(\$397,430.99)	106%	\$3,221,180
Grand Totals							
REVENUE TOTALS	42,968,606.00	4,017,983.88	45,133,719.61	.00	(2,165,113.61)	105%	43,358,440
EXPENSE TOTALS	61,899,925.43	3,125,458.21	35,432,404.60	14,841,436.84	11,626,083.99	81%	36,210,720
Grand Total Net Gain (Loss)	(\$18,931,319.43)	\$892,525.67	\$9,701,315.01	(\$14,841,436.84)	\$13,791,197.60	27%	\$7,147,710

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Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	1,259,870.00	.00	1,259,870.00	119,975.99	.00	918,433.24	341,436.76	73	857,621.00
5104	Wages-Part time	132,897.00	.00	132,897.00	10,991.02	.00	93,491.80	39,405.20	70	98,731.00
5105	Overtime	365,000.00	.00	365,000.00	28,669.20	.00	208,825.43	156,174.57	57	203,701.00
5106	Longevity	59,100.00	.00	59,100.00	5,800.00	.00	54,750.00	4,350.00	93	47,031.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(477.00)
5109	HSA Employer Funding	328,648.00	.00	328,648.00	9,269.83	.00	336,497.52	(7,849.52)	102	303,101.00
5111	Wages Chief	138,029.00	.00	138,029.00	11,148.80	.00	112,547.20	25,481.80	82	109,521.00
5113	Wages Enforcement	6,844,633.00	.00	6,844,633.00	497,294.84	.00	5,360,611.16	1,484,021.84	78	5,143,761.00
5151	PERS Contribution	197,459.00	.00	197,459.00	20,209.70	.00	144,551.99	52,907.01	73	126,371.00
5152	PFDPF Contribution	1,288,596.00	.00	1,288,596.00	5,548.07	.00	973,449.74	315,146.26	76	888,761.00
5155	PERS Pickup	57,955.00	.00	57,955.00	7,010.10	.00	47,258.37	10,696.63	82	44,451.00
5161	Group Insurance	1,619,525.00	.00	1,619,525.00	132,683.37	144,307.60	1,343,682.71	131,534.69	92	1,215,941.00
5166	Medicare	127,593.00	.00	127,593.00	8,977.55	.00	94,061.58	33,531.42	74	90,661.00
	Personal Services Totals	\$12,419,305.00	\$0.00	\$12,419,305.00	\$857,578.47	\$144,307.60	\$9,688,160.74	\$2,586,836.66	79%	\$9,129,231.00
	Supplies									
5201	Office Supplies	10,000.00	2,322.55	12,322.55	515.71	4,002.46	8,084.58	235.51	98	6,611.00
5202	Photo Copy Supplies	3,500.00	.00	3,500.00	.00	640.20	859.80	2,000.00	43	3,981.00
5203	Computer Supplies	13,600.00	513.99	14,113.99	2,336.43	3,804.32	8,747.66	1,562.01	89	6,961.00
5205	Small Tools/Minor Equipment	11,500.00	.00	11,500.00	75.54	5,272.23	2,514.17	3,713.60	68	4,131.00
5206	Evidence	10,000.00	.00	10,000.00	.00	.00	5,000.00	5,000.00	50	5,001.00
5207	Law Enforcement Supplies	66,000.00	33,013.83	99,013.83	9,995.11	14,824.77	79,923.66	4,265.40	96	32,851.00
5213	Repair and Maintenance Supplies	16,100.00	1,503.74	17,603.74	260.12	611.08	6,161.79	10,830.87	38	5,511.00
5241	Uniforms-Purchased	145,500.00	5,624.25	151,124.25	6,938.18	23,830.65	96,581.55	30,712.05	80	58,981.00
5251	MV Gas and Oil	190,000.00	9,333.90	199,333.90	11,117.31	45,882.69	117,181.57	36,269.64	82	90,631.00
	Supplies Totals	\$466,200.00	\$52,312.26	\$518,512.26	\$31,238.40	\$98,868.40	\$325,054.78	\$94,589.08	82%	\$214,681.00
	Services									
5311	Utilities	150,000.00	12,192.45	162,192.45	9,110.55	39,726.79	94,285.36	28,180.30	83	88,721.00
5321	Professional Training	91,000.00	6,719.10	97,719.10	6,693.80	15,406.05	64,907.65	17,405.40	82	40,401.00
5323	Publications	30,350.00	.00	30,350.00	.00	.00	1,809.00	28,541.00	6	
5324	Professional Association Dues	5,600.00	50.00	5,650.00	.00	1,668.76	2,180.24	1,801.00	68	1,321.00
5325	Educational Assistance	10,000.00	.00	10,000.00	.00	4,720.02	7,079.98	(1,800.00)	118	3,401.00
5339	Misc Contract Services	69,200.00	2,610.39	71,810.39	2,181.30	24,402.30	37,127.29	10,280.80	86	42,701.00
5351	Liability Insurance Deductible	50,000.00	.00	50,000.00	.00	10,000.00	.00	40,000.00	20	8,401.00
5361	Building Repair/Maintenance	60,000.00	7,780.68	67,780.68	6,638.50	17,102.60	34,488.19	16,189.89	76	54,851.00
5362	Equipment Maintenance	68,000.00	2,942.69	70,942.69	3,618.99	43,122.08	20,227.29	7,593.32	89	28,991.00
5363	MV Repair/Maintenance-External	30,000.00	.00	30,000.00	11,292.39	12,211.28	14,394.41	3,394.31	89	9,631.00
5364	MV Repair/Maintenance-Internal	.00	.00	.00	50.00	210.00	390.00	(600.00)	+++	41.00



Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Services									
5366	Computer Maintenance	3,000.00	10,115.00	13,115.00	.00	.00	10,115.00	3,000.00	77	
5375	Prisoner Care	126,000.00	4,262.66	130,262.66	6,984.00	26,736.00	56,526.66	47,000.00	64	55,150
5391	Postage	8,000.00	8.35	8,008.35	9.05	666.06	1,610.25	5,732.04	28	2,170
5392	Fingerprinting Services	750.00	47.25	797.25	69.25	240.25	277.00	280.00	65	500
5393	L.E.A.D.S Terminal	8,000.00	600.00	8,600.00	.00	1,800.00	6,000.00	800.00	91	6,000
5395	Printing/Advertising	27,000.00	43.20	27,043.20	1,246.00	7,474.36	6,563.35	13,005.49	52	13,730
5396	Uniform Cleaning/Repairs	65,000.00	1,634.50	66,634.50	5,747.05	6,252.95	18,267.75	42,113.80	37	18,290
5399	Other Miscellaneous Services	10,700.00	437.45	11,137.45	594.10	1,982.55	4,161.54	4,993.36	55	59,910
	Services Totals	\$812,600.00	\$49,443.72	\$862,043.72	\$54,234.98	\$213,722.05	\$380,410.96	\$267,910.71	69%	\$434,310
	Capital Purchases									
5631	Furniture and Fixtures	10,000.00	.00	10,000.00	534.29	3,483.22	1,339.01	5,177.77	48	420
5632	Motor Vehicles	344,000.00	191,216.94	535,216.94	.00	297,221.36	154,501.62	83,493.96	84	177,760
5633	Machinery and Equipment	40,000.00	21,838.44	61,838.44	.00	19,255.00	44,046.48	(1,463.04)	102	14,810
5634	Unmarked Vehicles	28,400.00	.00	28,400.00	.00	1,800.00	5,400.00	21,200.00	25	7,430
5639	Other Equipment	50,000.00	163,593.35	213,593.35	2,783.63	12,562.53	181,476.00	19,554.82	91	84,380
	Capital Purchases Totals	\$472,400.00	\$376,648.73	\$849,048.73	\$3,317.92	\$334,322.11	\$386,763.11	\$127,963.51	85%	\$284,830
	EXPENSE TOTALS	\$14,170,505.00	\$478,404.71	\$14,648,909.71	\$946,369.77	\$791,220.16	\$10,780,389.59	\$3,077,299.96	79%	\$10,063,060
Department 111 - Police Division Totals		(\$14,170,505.00)	(\$478,404.71)	(\$14,648,909.71)	(\$946,369.77)	(\$791,220.16)	(\$10,780,389.59)	(\$3,077,299.96)	79%	(\$10,063,060)



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10.a.1.b

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 290 - Mechanic										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	104,043.00	.00	104,043.00	3,353.60	.00	29,666.82	74,376.18	29	79,301
5106	Longevity	550.00	.00	550.00	.00	.00	.00	550.00	0	550
5109	HSA Employer Funding	6,000.00	.00	6,000.00	.00	.00	3,000.00	3,000.00	50	6,000
5151	PERS Contribution	14,643.00	.00	14,643.00	704.25	.00	4,993.89	9,649.11	34	11,011
5161	Group Insurance	31,017.00	.00	31,017.00	764.88	7,080.12	7,159.04	16,777.84	46	27,281
5166	Medicare	1,517.00	.00	1,517.00	47.09	.00	418.67	1,098.33	28	1,160
	Personal Services Totals	\$157,770.00	\$0.00	\$157,770.00	\$4,869.82	\$7,080.12	\$45,238.42	\$105,451.46	33%	\$125,301
	Supplies									
5201	Office Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	
5205	Small Tools/Minor Equipment	3,000.00	.00	3,000.00	.00	1,188.05	311.95	1,500.00	50	
5213	Repair and Maintenance Supplies	130,000.00	6,213.17	136,213.17	5,713.90	31,027.82	47,171.60	58,013.75	57	68,691
5259	Operating Materials and Supplies	9,500.00	.00	9,500.00	.00	6,317.14	1,682.86	1,500.00	84	2,580
	Supplies Totals	\$143,200.00	\$6,213.17	\$149,413.17	\$5,713.90	\$38,533.01	\$49,166.41	\$61,713.75	59%	\$71,271
	Services									
5311	Utilities	600.00	81.47	681.47	4.33	.00	330.16	351.31	48	391
5321	Professional Training	800.00	.00	800.00	.00	.00	.00	800.00	0	341
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	1,907.01	92.99	1,000.00	67	281
5363	MV Repair/Maintenance-External	40,000.00	.00	40,000.00	1,017.40	21,097.78	18,823.32	78.90	100	10,711
5397	Uniform Rental	1,650.00	27.84	1,677.84	73.16	904.91	622.93	150.00	91	1,241
5399	Other Miscellaneous Services	1,500.00	.00	1,500.00	.00	900.00	588.05	11.95	99	151
	Services Totals	\$47,550.00	\$109.31	\$47,659.31	\$1,094.89	\$24,809.70	\$20,457.45	\$2,392.16	95%	\$13,141
	EXPENSE TOTALS	\$348,520.00	\$6,322.48	\$354,842.48	\$11,678.61	\$70,422.83	\$114,862.28	\$169,557.37	52%	\$209,721
Department 290 - Mechanic Totals		(\$348,520.00)	(\$6,322.48)	(\$354,842.48)	(\$11,678.61)	(\$70,422.83)	(\$114,862.28)	(\$169,557.37)	52%	(\$209,721)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	105,500.00	.00	105,500.00	7,709.44	.00	84,619.44	20,880.56	80	77,400.00
5102	Wages-Staff	678,070.00	.00	678,070.00	40,998.71	.00	433,933.51	244,136.49	64	423,070.00
5105	Overtime	15,000.00	.00	15,000.00	673.94	.00	8,593.08	6,406.92	57	28,390.00
5106	Longevity	3,455.00	.00	3,455.00	.00	.00	2,750.00	705.00	80	1,650.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(1,860.00)
5109	HSA Employer Funding	54,000.00	.00	54,000.00	500.00	.00	40,500.00	13,500.00	75	40,000.00
5141	Wages-Seasonal Labor	125,000.00	.00	125,000.00	8,325.00	.00	77,774.61	47,225.39	62	49,850.00
5151	PERS Contribution	129,784.00	.00	129,784.00	11,553.96	.00	87,864.98	41,919.02	68	80,850.00
5161	Group Insurance	280,235.00	.00	280,235.00	15,763.18	34,698.59	183,245.88	62,290.53	78	189,390.00
5166	Medicare	13,442.00	.00	13,442.00	800.41	.00	8,396.77	5,045.23	62	8,000.00
<i>Personal Services Totals</i>		\$1,404,486.00	\$0.00	\$1,404,486.00	\$86,324.64	\$34,698.59	\$927,678.27	\$442,109.14	69%	\$896,780.00
<i>Supplies</i>										
5201	Office Supplies	750.00	.00	750.00	90.31	300.02	507.09	(57.11)	108	310.00
5203	Computer Supplies	680.00	.00	680.00	.00	.00	316.89	363.11	47	740.00
5205	Small Tools/Minor Equipment	6,750.00	.00	6,750.00	621.57	359.29	8,791.43	(2,400.72)	136	5,130.00
5209	Chemicals	47,320.00	3,000.00	50,320.00	.00	5,436.70	42,404.41	2,478.89	95	40,250.00
5213	Repair and Maintenance Supplies	46,050.00	1,843.92	47,893.92	2,843.64	18,146.37	28,833.38	914.17	98	49,210.00
5215	Recreational Supplies	83,941.00	7,429.90	91,370.90	1,885.38	17,321.01	40,049.92	33,999.97	63	47,590.00
5241	Uniforms-Purchased	5,000.00	689.92	5,689.92	.00	34.03	2,598.89	3,057.00	46	390.00
5251	MV Gas and Oil	22,000.00	4,441.05	26,441.05	2,024.47	10,730.39	18,805.65	(3,094.99)	112	12,520.00
5252	Aggregates	16,950.00	.00	16,950.00	208.23	2,490.14	5,760.59	8,699.27	49	7,790.00
5259	Operating Materials and Supplies	22,750.00	1,914.74	24,664.74	893.46	3,145.32	19,701.36	1,818.06	93	21,310.00
<i>Supplies Totals</i>		\$252,191.00	\$19,319.53	\$271,510.53	\$8,567.06	\$57,963.27	\$167,769.61	\$45,777.65	83%	\$185,280.00
<i>Services</i>										
5303	Community Events	7,200.00	.00	7,200.00	.00	3,270.00	6,966.90	(3,036.90)	142	5,350.00
5311	Utilities	39,000.00	3,175.26	42,175.26	3,182.09	8,894.88	28,072.09	5,208.29	88	25,250.00
5321	Professional Training	1,900.00	.00	1,900.00	.00	350.00	1,120.00	430.00	77	450.00
5322	Conference/Reimb	9,200.00	967.00	10,167.00	258.00	120.18	4,095.59	5,951.23	41	8,020.00
5323	Publications	250.00	.00	250.00	.00	87.15	.00	162.85	35	1,320.00
5324	Professional Association Dues	2,500.00	.00	2,500.00	.00	703.00	1,700.00	97.00	96	1,860.00
5338	Personal Service Contracts	66,086.00	121.33	66,207.33	4,567.50	6,115.00	23,190.83	36,901.50	44	24,960.00
5339	Misc Contract Services	279,339.00	44,861.62	324,200.62	20,380.01	90,784.98	160,315.26	73,100.38	77	128,040.00
5361	Building Repair/Maintenance	18,000.00	5,771.20	23,771.20	.00	29,348.24	757.23	(6,334.27)	127	22,200.00
5362	Equipment Maintenance	2,000.00	.00	2,000.00	221.99	409.71	790.29	800.00	60	
5391	Postage	7,500.00	3,062.26	10,562.26	.00	26.99	5,450.58	5,084.69	52	6,430.00
5395	Printing/Advertising	25,000.00	7,476.29	32,476.29	1,052.00	3,181.50	20,761.57	8,533.22	74	13,780.00
5399	Other Miscellaneous Services	14,290.00	2,812.99	17,102.99	14.99	3,231.09	6,469.90	7,402.00	57	2,900.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
EXPENSE										
	<i>Services Totals</i>	\$472,265.00	\$68,247.95	\$540,512.95	\$29,676.58	\$146,522.72	\$259,690.24	\$134,299.99	75%	\$240,590
	<i>Transfers/Other</i>									
5515	Refunds-Fees	.00	.00	.00	314.00	.00	4,411.50	(4,411.50)	+++	14,160
	<i>Transfers/Other Totals</i>	\$0.00	\$0.00	\$0.00	\$314.00	\$0.00	\$4,411.50	(\$4,411.50)	+++	\$14,160
	<i>Capital Purchases</i>									
5601	Land	.00	1,217.60	1,217.60	.00	1,217.60	.00	.00	100	
5631	Furniture and Fixtures	15,000.00	.00	15,000.00	.00	.00	14,439.50	560.50	96	
5633	Machinery and Equipment	170,000.00	.00	170,000.00	52,765.61	109,258.39	70,590.61	(9,849.00)	106	
5639	Other Equipment	25,000.00	10,607.00	35,607.00	.00	10,607.00	.00	25,000.00	30	17,160
	<i>Capital Purchases Totals</i>	\$210,000.00	\$11,824.60	\$221,824.60	\$52,765.61	\$121,082.99	\$85,030.11	\$15,711.50	93%	\$17,160
	EXPENSE TOTALS	\$2,338,942.00	\$99,392.08	\$2,438,334.08	\$177,647.89	\$360,267.57	\$1,444,579.73	\$633,486.78	74%	\$1,353,990
	Department 340 - Parks and Recreation Totals	(\$2,338,942.00)	(\$99,392.08)	(\$2,438,334.08)	(\$177,647.89)	(\$360,267.57)	(\$1,444,579.73)	(\$633,486.78)	74%	(\$1,353,990)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 343 - Senior Center										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	120,042.00	.00	120,042.00	9,201.62	.00	95,667.10	24,374.90	80	56,681
5104	Wages-Part time	.00	.00	.00	.00	.00	1,478.23	(1,478.23)	+++	36,730
5105	Overtime	2,000.00	.00	2,000.00	157.87	.00	1,332.59	667.41	67	
5106	Longevity	650.00	.00	650.00	.00	.00	.00	650.00	0	
5109	HSA Employer Funding	6,000.00	.00	6,000.00	.00	.00	6,000.00	.00	100	2,000
5151	PERS Contribution	17,177.00	.00	17,177.00	1,939.71	.00	14,316.52	2,860.48	83	13,031
5161	Group Insurance	31,323.00	.00	31,323.00	2,569.02	4,902.00	27,986.40	(1,565.40)	105	8,221
5166	Medicare	1,779.00	.00	1,779.00	126.72	.00	1,333.45	445.55	75	1,341
	Personal Services Totals	\$178,971.00	\$0.00	\$178,971.00	\$13,994.94	\$4,902.00	\$148,114.29	\$25,954.71	85%	\$118,011
	Supplies									
5201	Office Supplies	1,300.00	.00	1,300.00	.00	3,710.42	276.39	(2,686.81)	307	171
5203	Computer Supplies	1,500.00	.00	1,500.00	.00	.00	402.30	1,097.70	27	
5213	Repair and Maintenance Supplies	5,000.00	130.00	5,130.00	.00	49.10	368.62	4,712.28	8	1,291
5215	Recreational Supplies	2,000.00	454.82	2,454.82	.00	1,423.39	1,293.38	(261.95)	111	1,151
5216	Contributed Supplies Purchased	.00	18,978.56	18,978.56	.00	2,225.32	973.82	15,779.42	17	801
	Supplies Totals	\$9,800.00	\$19,563.38	\$29,363.38	\$0.00	\$7,408.23	\$3,314.51	\$18,640.64	37%	\$3,441
	Services									
5311	Utilities	8,500.00	312.46	8,812.46	580.29	1,864.77	6,155.00	792.69	91	2,361
5321	Professional Training	.00	.00	.00	.00	.00	.00	.00	+++	91
5322	Conference/Reimb	400.00	.00	400.00	.00	17.94	289.00	93.06	77	
5324	Professional Association Dues	150.00	100.00	250.00	.00	.00	100.00	150.00	40	101
5339	Misc Contract Services	9,500.00	600.00	10,100.00	.00	6,373.50	2,428.50	1,298.00	87	6,541
5361	Building Repair/Maintenance	8,000.00	.00	8,000.00	.00	.00	693.60	7,306.40	9	
5391	Postage	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	
5395	Printing/Advertising	.00	.00	.00	.00	.00	.00	.00	+++	1,111
	Services Totals	\$29,050.00	\$1,012.46	\$30,062.46	\$580.29	\$8,256.21	\$9,666.10	\$12,140.15	60%	\$10,211
	Capital Purchases									
5639	Other Equipment	.00	2,439.00	2,439.00	.00	2,439.00	.00	.00	100	
	Capital Purchases Totals	\$0.00	\$2,439.00	\$2,439.00	\$0.00	\$2,439.00	\$0.00	\$0.00	100%	\$1,111
	EXPENSE TOTALS	\$217,821.00	\$23,014.84	\$240,835.84	\$14,575.23	\$23,005.44	\$161,094.90	\$56,735.50	76%	\$131,671
Department 343 - Senior Center Totals		(\$217,821.00)	(\$23,014.84)	(\$240,835.84)	(\$14,575.23)	(\$23,005.44)	(\$161,094.90)	(\$56,735.50)	76%	(\$131,671)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 344 - Community Events										
EXPENSE										
<i>Personal Services</i>										
5102	Wages-Staff	67,637.00	.00	67,637.00	5,203.20	.00	54,608.00	13,029.00	81	53,511
5105	Overtime	50,000.00	.00	50,000.00	170.73	.00	31,899.66	18,100.34	64	4,769
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,000
5151	PERS Contribution	16,469.00	.00	16,469.00	1,130.23	.00	12,487.26	3,981.74	76	8,121
5161	Group Insurance	21,846.00	.00	21,846.00	1,830.83	3,719.17	19,981.88	(1,855.05)	108	19,311
5166	Medicare	1,706.00	.00	1,706.00	74.80	.00	1,221.68	484.32	72	811
<i>Personal Services Totals</i>		\$161,658.00	\$0.00	\$161,658.00	\$8,409.79	\$3,719.17	\$124,198.48	\$33,740.35	79%	\$90,531
<i>Supplies</i>										
5201	Office Supplies	300.00	.00	300.00	.00	300.00	.00	.00	100	(37)
5203	Computer Supplies	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	
5215	Recreational Supplies	27,000.00	3,118.54	30,118.54	.00	4,077.40	14,784.29	11,256.85	63	8,381
5251	MV Gas and Oil	4,000.00	.00	4,000.00	.00	1,968.96	3,584.44	(1,553.40)	139	381
<i>Supplies Totals</i>		\$34,800.00	\$3,118.54	\$37,918.54	\$0.00	\$6,346.36	\$18,368.73	\$13,203.45	65%	\$8,731
<i>Services</i>										
5303	Community Events	.00	.00	.00	.00	.00	.00	.00	+++	(135)
5311	Utilities	1,500.00	81.47	1,581.47	138.44	1,117.20	464.27	.00	100	541
5321	Professional Training	831.00	.00	831.00	.00	.00	.00	831.00	0	
5322	Conference/Reimb	1,970.00	.00	1,970.00	.00	.00	.00	1,970.00	0	
5324	Professional Association Dues	1,154.00	.00	1,154.00	.00	.00	.00	1,154.00	0	
5339	Misc Contract Services	270,000.00	5,225.00	275,225.00	5,656.97	4,987.26	207,532.91	62,704.83	77	185,151
5395	Printing/Advertising	49,100.00	15,357.69	64,457.69	.00	5,320.75	22,882.34	36,254.60	44	13,901
5399	Other Miscellaneous Services	10,000.00	3,224.00	13,224.00	586.99	1,491.96	13,896.34	(2,164.30)	116	661
<i>Services Totals</i>		\$334,555.00	\$23,888.16	\$358,443.16	\$6,382.40	\$12,917.17	\$244,775.86	\$100,750.13	72%	\$200,141
EXPENSE TOTALS		\$531,013.00	\$27,006.70	\$558,019.70	\$14,792.19	\$22,982.70	\$387,343.07	\$147,693.93	74%	\$299,401
Department 344 - Community Events Totals		(\$531,013.00)	(\$27,006.70)	(\$558,019.70)	(\$14,792.19)	(\$22,982.70)	(\$387,343.07)	(\$147,693.93)	74%	(\$299,407)



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 448 - Service Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	108,680.00	.00	108,680.00	8,360.00	.00	87,590.00	21,090.00	81	79,740.00
5102	Wages-Staff	383,730.00	.00	383,730.00	29,565.02	.00	312,168.55	71,561.45	81	303,750.00
5105	Overtime	7,000.00	.00	7,000.00	269.45	.00	1,463.18	5,536.82	21	1,060.00
5106	Longevity	3,150.00	.00	3,150.00	.00	.00	.00	3,150.00	0	.00
5109	HSA Employer Funding	30,000.00	.00	30,000.00	.00	.00	30,000.00	.00	100	30,000.00
5151	PERS Contribution	70,358.00	.00	70,358.00	8,008.28	.00	58,645.03	11,712.97	83	53,680.00
5161	Group Insurance	162,332.00	.00	162,332.00	13,559.61	18,520.76	147,926.96	(4,115.72)	103	142,530.00
5166	Medicare	7,287.00	.00	7,287.00	527.34	.00	5,539.64	1,747.36	76	5,300.00
<i>Personal Services Totals</i>		\$772,537.00	\$0.00	\$772,537.00	\$60,289.70	\$18,520.76	\$643,333.36	\$110,682.88	86%	\$616,090.00
<i>Supplies</i>										
5201	Office Supplies	2,500.00	.00	2,500.00	67.85	374.25	1,532.23	593.52	76	1,470.00
5203	Computer Supplies	1,250.00	.00	1,250.00	422.88	25.64	697.24	527.12	58	680.00
5213	Repair and Maintenance Supplies	20,000.00	368.74	20,368.74	2,007.31	7,477.93	11,721.89	1,168.92	94	11,220.00
5251	MV Gas and Oil	1,800.00	67.87	1,867.87	93.17	517.08	1,200.79	150.00	92	510.00
5259	Operating Materials and Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	160.00
<i>Supplies Totals</i>		\$26,050.00	\$436.61	\$26,486.61	\$2,591.21	\$8,394.90	\$15,152.15	\$2,939.56	89%	\$14,060.00
<i>Services</i>										
5301	Boards/Commissions	250.00	.00	250.00	.00	.00	.00	250.00	0	.00
5302	Street Lighting	275,000.00	13,480.00	288,480.00	28,664.85	92,047.64	125,657.70	70,774.66	75	168,240.00
5303	Community Events	45,000.00	.00	45,000.00	.00	262.50	37,518.00	7,219.50	84	29,800.00
5311	Utilities	1,600.00	123.33	1,723.33	57.75	936.49	786.84	.00	100	790.00
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	345.00	.00	655.00	34	.00
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5324	Professional Association Dues	250.00	.00	250.00	.00	.00	470.00	(220.00)	188	440.00
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
5331	Engineering/Architecture	150,000.00	35,942.38	185,942.38	7,956.88	90,331.98	26,427.89	69,182.51	63	111,720.00
5339	Misc Contract Services	120,000.00	42,613.24	162,613.24	13,868.85	26,207.74	70,134.56	66,270.94	59	34,410.00
5362	Equipment Maintenance	4,500.00	192.99	4,692.99	.00	1,035.26	3,186.81	470.92	90	3,140.00
5367	Streetscape Maintenance	50,000.00	200.00	50,200.00	.00	200.00	.00	50,000.00	0	14,770.00
5374	Emergency Management Services	45,000.00	.00	45,000.00	.00	467.08	39,532.92	5,000.00	89	37,020.00
5391	Postage	750.00	.00	750.00	.00	.00	318.78	431.22	43	400.00
5395	Printing/Advertising	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
5396	Uniform Cleaning/Repairs	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
5397	Uniform Rental	2,000.00	.00	2,000.00	.00	1,382.06	617.94	.00	100	1,150.00
5398	Tree/Grass Service	31,000.00	.00	31,000.00	5,955.50	2,632.25	35,867.75	(7,500.00)	124	15,320.00
5399	Other Miscellaneous Services	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00

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Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 448 - Service Department										
	EXPENSE									
	Services Totals	\$730,650.00	\$92,551.94	\$823,201.94	\$56,503.83	\$215,848.00	\$340,519.19	\$266,834.75	68%	\$417,251.94
	Transfers/Other									
5514	Refunds-Miscellaneous	.00	.00	.00	.00	.00	40.00	(40.00)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	(\$40.00)	+++	\$0.00
	Capital Purchases									
5631	Furniture and Fixtures	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	5,000.00
	Capital Purchases Totals	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	\$5,000.00
	EXPENSE TOTALS	\$1,534,237.00	\$92,988.55	\$1,627,225.55	\$119,384.74	\$242,763.66	\$999,044.70	\$385,417.19	76%	\$1,052,419.19
Department 448 - Service Department Totals		(\$1,534,237.00)	(\$92,988.55)	(\$1,627,225.55)	(\$119,384.74)	(\$242,763.66)	(\$999,044.70)	(\$385,417.19)	76%	(\$1,052,419.19)

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Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 479 - Building Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	95,000.00	.00	95,000.00	7,308.00	.00	76,907.00	18,093.00	81	
5102	Wages-Staff	377,305.00	.00	377,305.00	21,992.01	.00	251,446.98	125,858.02	67	243,471
5105	Overtime	.00	.00	.00	140.40	.00	898.00	(898.00)	+++	1,051
5106	Longevity	1,200.00	.00	1,200.00	550.00	.00	550.00	650.00	46	
5109	HSA Employer Funding	30,000.00	.00	30,000.00	.00	.00	24,000.00	6,000.00	80	16,000
5151	PERS Contribution	66,291.00	.00	66,291.00	6,235.17	.00	48,762.84	17,528.16	74	33,480
5161	Group Insurance	162,146.00	.00	162,146.00	4,683.13	28,679.96	109,306.60	24,159.44	85	79,280
5166	Medicare	6,866.00	.00	6,866.00	416.39	.00	4,536.45	2,329.55	66	3,410
<i>Personal Services Totals</i>		\$738,808.00	\$0.00	\$738,808.00	\$41,325.10	\$28,679.96	\$516,407.87	\$193,720.17	74%	\$376,711
<i>Supplies</i>										
5201	Office Supplies	2,500.00	127.70	2,627.70	.00	909.03	718.67	1,000.00	62	650
5203	Computer Supplies	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5241	Uniforms-Purchased	3,500.00	14.00	3,514.00	.00	500.00	14.00	3,000.00	15	480
5251	MV Gas and Oil	6,000.00	334.27	6,334.27	300.86	1,888.61	4,445.66	.00	100	3,670
<i>Supplies Totals</i>		\$13,500.00	\$475.97	\$13,975.97	\$300.86	\$3,297.64	\$5,178.33	\$5,500.00	61%	\$4,800
<i>Services</i>										
5311	Utilities	6,000.00	305.88	6,305.88	338.10	1,489.53	1,816.31	3,000.04	52	1,820
5321	Professional Training	3,500.00	219.00	3,719.00	.00	1,018.00	701.00	2,000.00	46	3,220
5322	Conference/Reimb	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
5323	Publications	1,000.00	349.95	1,349.95	.00	.00	349.95	1,000.00	26	230
5324	Professional Association Dues	1,500.00	.00	1,500.00	.00	90.00	410.00	1,000.00	33	910
5325	Educational Assistance	1,000.00	.00	1,000.00	.00	250.50	249.50	500.00	50	
5331	Engineering/Architecture	2,000.00	.00	2,000.00	.00	2,062.50	.00	(62.50)	103	
5339	Misc Contract Services	55,000.00	2,182.50	57,182.50	8,820.00	25,950.00	26,227.50	5,005.00	91	37,640
5362	Equipment Maintenance	7,000.00	.00	7,000.00	551.70	3,180.42	3,819.58	.00	100	4,560
5366	Computer Maintenance	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	
5376	County Health Services	60,000.00	3,780.00	63,780.00	9,162.00	36,090.00	27,690.00	.00	100	16,450
5391	Postage	2,500.00	.00	2,500.00	.00	.00	1,266.51	1,233.49	51	1,950
5395	Printing/Advertising	3,500.00	.00	3,500.00	.00	783.84	716.16	2,000.00	43	860
<i>Services Totals</i>		\$151,000.00	\$6,837.33	\$157,837.33	\$18,871.80	\$70,914.79	\$63,246.51	\$23,676.03	85%	\$67,680
<i>Transfers/Other</i>										
5513	Refunds-Permit	.00	.00	.00	.00	.00	200.00	(200.00)	+++	
<i>Transfers/Other Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	(\$200.00)	+++	\$0
<i>Capital Purchases</i>										
5632	Motor Vehicles	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	
<i>Capital Purchases Totals</i>		\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0%	\$0
EXPENSE TOTALS		\$943,308.00	\$7,313.30	\$950,621.30	\$60,497.76	\$102,892.39	\$585,032.71	\$262,696.20	72%	\$449,210



Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 479 - Building Department	Totals	(\$943,308.00)	(\$7,313.30)	(\$950,621.30)	(\$60,497.76)	(\$102,892.39)	(\$585,032.71)	(\$262,696.20)	72%	(\$449,210)

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Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 522 - Mayor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,802.00	.00	97,802.00	7,523.24	.00	78,994.02	18,807.98	81	78,994.02
5102	Wages-Staff	148,809.00	.00	148,809.00	4,524.80	.00	47,505.97	101,303.03	32	46,051.00
5104	Wages-Part time	7,000.00	.00	7,000.00	.00	.00	13,021.75	(6,021.75)	186	4,770.00
5105	Overtime	.00	.00	.00	31.82	.00	190.10	(190.10)	+++	360.00
5109	HSA Employer Funding	10,000.00	.00	10,000.00	.00	.00	6,000.00	4,000.00	60	6,000.00
5151	PERS Contribution	35,506.00	.00	35,506.00	2,691.95	.00	20,521.01	14,984.99	58	18,070.00
5161	Group Insurance	52,575.00	.00	52,575.00	2,574.68	3,166.29	27,936.78	21,471.93	59	27,110.00
5166	Medicare	3,677.00	.00	3,677.00	170.84	.00	1,980.56	1,696.44	54	1,840.00
	Personal Services Totals	\$355,369.00	\$0.00	\$355,369.00	\$17,517.33	\$3,166.29	\$196,150.19	\$156,052.52	56%	\$183,210.00
	Supplies									
5201	Office Supplies	800.00	.00	800.00	.00	200.00	377.22	222.78	72	270.00
5203	Computer Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	90.00
	Supplies Totals	\$1,050.00	\$0.00	\$1,050.00	\$0.00	\$200.00	\$377.22	\$472.78	55%	\$370.00
	Services									
5311	Utilities	800.00	81.47	881.47	81.50	474.14	407.33	.00	100	380.00
5322	Conference/Reimb	1,000.00	25.00	1,025.00	.00	13.87	636.13	375.00	63	550.00
5323	Publications	.00	.00	.00	.00	84.01	115.99	(200.00)	+++	0.00
5324	Professional Association Dues	1,750.00	.00	1,750.00	.00	.00	5,535.00	(3,785.00)	316	1,400.00
5332	Legal Services	30,000.00	16,135.85	46,135.85	1,520.00	8,319.40	30,316.45	7,500.00	84	6,510.00
5339	Misc Contract Services	6,000.00	28,000.00	34,000.00	5,187.49	28,055.09	10,134.91	(4,190.00)	112	300.00
5391	Postage	500.00	.00	500.00	.00	.00	313.77	186.23	63	210.00
5399	Other Miscellaneous Services	1,500.00	251.34	1,751.34	.00	6.80	1,357.15	387.39	78	2,080.00
	Services Totals	\$41,550.00	\$44,493.66	\$86,043.66	\$6,788.99	\$36,953.31	\$48,816.73	\$273.62	100%	\$11,450.00
	EXPENSE TOTALS	\$397,969.00	\$44,493.66	\$442,462.66	\$24,306.32	\$40,319.60	\$245,344.14	\$156,798.92	65%	\$195,040.00
Department 522 - Mayor Totals		(\$397,969.00)	(\$44,493.66)	(\$442,462.66)	(\$24,306.32)	(\$40,319.60)	(\$245,344.14)	(\$156,798.92)	65%	(\$195,040.00)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 534 - Civil Service Commission										
	EXPENSE									
	Personal Services									
5104	Wages-Part time	60,572.00	.00	60,572.00	4,266.08	.00	47,617.82	12,954.18	79	45,069
5151	PERS Contribution	8,480.00	.00	8,480.00	956.02	.00	6,970.41	1,509.59	82	6,261
5166	Medicare	878.00	.00	878.00	61.85	.00	690.46	187.54	79	651
	Personal Services Totals	\$69,930.00	\$0.00	\$69,930.00	\$5,283.95	\$0.00	\$55,278.69	\$14,651.31	79%	\$51,999
	Supplies									
5201	Office Supplies	1,700.00	1,099.00	2,799.00	.00	722.74	1,550.41	525.85	81	3,699
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5259	Operating Materials and Supplies	1,300.00	.00	1,300.00	.00	.00	91.54	1,208.46	7	
	Supplies Totals	\$4,000.00	\$1,099.00	\$5,099.00	\$0.00	\$722.74	\$1,641.95	\$2,734.31	46%	\$3,699
	Services									
5321	Professional Training	600.00	.00	600.00	.00	.00	.00	600.00	0	
5332	Legal Services	7,000.00	.00	7,000.00	.00	2,000.00	.00	5,000.00	29	2,300
5336	Medical Services/Physical Exams	12,000.00	.00	12,000.00	6,868.00	5,279.00	14,775.00	(8,054.00)	167	5,820
5339	Misc Contract Services	10,000.00	.00	10,000.00	46.00	2,537.81	8,997.19	(1,535.00)	115	2,700
5391	Postage	200.00	.00	200.00	.00	100.00	55.03	44.97	78	400
5395	Printing/Advertising	5,000.00	81.00	5,081.00	.00	672.00	409.00	4,000.00	21	1,530
	Services Totals	\$34,800.00	\$81.00	\$34,881.00	\$6,914.00	\$10,588.81	\$24,236.22	\$55.97	100%	\$12,410
	EXPENSE TOTALS	\$108,730.00	\$1,180.00	\$109,910.00	\$12,197.95	\$11,311.55	\$81,156.86	\$17,441.59	84%	\$68,103
Department 534 - Civil Service Commission Totals		(\$108,730.00)	(\$1,180.00)	(\$109,910.00)	(\$12,197.95)	(\$11,311.55)	(\$81,156.86)	(\$17,441.59)	84%	(\$68,103)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 545 - City Auditor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	90,769.00	.00	90,769.00	6,789.94	.00	72,544.37	18,224.63	80	72,544.37
5102	Wages-Staff	161,876.00	.00	161,876.00	12,259.20	.00	129,945.77	31,930.23	80	131,736.00
5104	Wages-Part time	46,529.00	.00	46,529.00	4,075.26	.00	38,261.02	8,267.98	82	36,461.00
5105	Overtime	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
5106	Longevity	1,150.00	.00	1,150.00	.00	.00	550.00	600.00	48	.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(527.00)
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,000.00
5151	PERS Contribution	41,275.00	.00	41,275.00	4,793.61	.00	34,751.36	6,523.64	84	33,010.00
5161	Group Insurance	24,300.00	.00	24,300.00	2,042.54	2,528.14	22,098.98	(327.12)	101	21,520.00
5166	Medicare	4,384.00	.00	4,384.00	330.23	.00	3,445.44	938.56	79	3,330.00
	Personal Services Totals	\$376,283.00	\$0.00	\$376,283.00	\$30,290.78	\$2,528.14	\$305,596.94	\$68,157.92	82%	\$302,100.00
	Supplies									
5201	Office Supplies	2,000.00	173.54	2,173.54	.00	974.98	913.57	284.99	87	1,150.00
5203	Computer Supplies	2,000.00	.00	2,000.00	.00	738.02	261.98	1,000.00	50	.00
	Supplies Totals	\$4,000.00	\$173.54	\$4,173.54	\$0.00	\$1,713.00	\$1,175.55	\$1,284.99	69%	\$1,150.00
	Services									
5321	Professional Training	2,400.00	.00	2,400.00	.00	1,409.88	990.12	.00	100	.00
5322	Conference/Reimb	6,300.00	.00	6,300.00	(654.21)	.00	4,429.50	1,870.50	70	1,450.00
5324	Professional Association Dues	1,300.00	80.00	1,380.00	.00	432.00	585.00	363.00	74	580.00
5333	Outside Professional Services	49,000.00	7,500.00	56,500.00	.00	21,143.30	35,356.70	.00	100	37,690.00
5339	Misc Contract Services	29,000.00	999.40	29,999.40	9,494.80	10,539.53	23,959.87	(4,500.00)	115	20,320.00
5362	Equipment Maintenance	1,500.00	.00	1,500.00	69.96	703.76	796.24	.00	100	1,120.00
5366	Computer Maintenance	2,000.00	.00	2,000.00	.00	2,500.00	.00	(500.00)	125	1,850.00
5391	Postage	2,500.00	.00	2,500.00	.00	.00	1,394.06	1,105.94	56	1,410.00
5395	Printing/Advertising	2,000.00	298.20	2,298.20	.00	.00	508.18	1,790.02	22	400.00
5399	Other Miscellaneous Services	15,000.00	.00	15,000.00	478.25	230.00	6,358.55	8,411.45	44	6,170.00
	Services Totals	\$111,000.00	\$8,877.60	\$119,877.60	\$9,388.80	\$36,958.47	\$74,378.22	\$8,540.91	93%	\$70,670.00
	Capital Purchases									
5631	Furniture and Fixtures	.00	.00	.00	.00	.00	.00	.00	+++	(488.00)
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$488.00)
	EXPENSE TOTALS	\$491,283.00	\$9,051.14	\$500,334.14	\$39,679.58	\$41,199.61	\$381,150.71	\$77,983.82	84%	\$373,440.00
Department 545 - City Auditor Totals		(\$491,283.00)	(\$9,051.14)	(\$500,334.14)	(\$39,679.58)	(\$41,199.61)	(\$381,150.71)	(\$77,983.82)	84%	(\$373,442.00)

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Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 554 - City Attorney										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	100,302.00	.00	100,302.00	7,523.24	.00	80,244.02	20,057.98	80	80,244.02
5102	Wages-Staff	267,515.00	.00	267,515.00	18,852.90	.00	197,536.84	69,978.16	74	208,000.00
5104	Wages-Part time	72,056.00	.00	72,056.00	5,542.80	.00	58,146.10	13,909.90	81	55,930.00
5105	Overtime	.00	.00	.00	22.90	.00	34.69	(34.69)	+++	
5106	Longevity	1,100.00	.00	1,100.00	.00	.00	1,100.00	.00	100	1,100.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(357.00)
5109	HSA Employer Funding	16,000.00	.00	16,000.00	.00	.00	16,000.00	.00	100	15,660.00
5151	PERS Contribution	61,386.00	.00	61,386.00	6,897.65	.00	50,462.13	10,923.87	82	47,120.00
5161	Group Insurance	84,318.00	.00	84,318.00	7,053.18	8,182.97	76,797.84	(662.81)	101	71,750.00
5166	Medicare	6,394.00	.00	6,394.00	448.55	.00	4,732.00	1,662.00	74	4,850.00
	Personal Services Totals	\$609,071.00	\$0.00	\$609,071.00	\$46,341.22	\$8,182.97	\$485,053.62	\$115,834.41	81%	\$484,320.00
	Supplies									
5201	Office Supplies	5,500.00	373.37	5,873.37	.00	1,708.79	3,254.58	910.00	85	3,980.00
5203	Computer Supplies	400.00	.00	400.00	81.50	713.42	366.58	(680.00)	270	
5205	Small Tools/Minor Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Supplies Totals	\$6,400.00	\$373.37	\$6,773.37	\$81.50	\$2,422.21	\$3,621.16	\$730.00	89%	\$3,980.00
	Services									
5311	Utilities	300.00	40.75	340.75	.00	.00	40.75	300.00	12	700.00
5321	Professional Training	2,500.00	.00	2,500.00	.00	.00	550.00	1,950.00	22	900.00
5322	Conference/Reimb	1,200.00	.00	1,200.00	656.46	1,799.54	1,700.46	(2,300.00)	292	1,120.00
5323	Publications	7,200.00	445.00	7,645.00	445.00	1,335.00	4,450.00	1,860.00	76	5,880.00
5324	Professional Association Dues	3,200.00	.00	3,200.00	.00	.00	.00	3,200.00	0	1,110.00
5332	Legal Services	40,000.00	3,750.00	43,750.00	5,125.00	2,325.00	19,425.00	22,000.00	50	20,240.00
5333	Outside Professional Services	14,000.00	.00	14,000.00	10,393.47	11,250.01	13,726.83	(10,976.84)	178	13,630.00
5337	Public Defender	10,000.00	.00	10,000.00	529.00	3,735.00	1,811.90	4,453.10	55	4,470.00
5339	Misc Contract Services	39,100.00	.00	39,100.00	.00	1,551.85	8,098.15	29,450.00	25	17,790.00
5341	Court Costs and Fees	500.00	.00	500.00	.00	.00	46.00	454.00	9	
5366	Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	
5391	Postage	1,000.00	.00	1,000.00	.00	.00	1,099.37	(99.37)	110	860.00
5399	Other Miscellaneous Services	3,000.00	13.00	3,013.00	276.36	618.00	924.31	1,470.69	51	1,520.00
	Services Totals	\$122,250.00	\$4,248.75	\$126,498.75	\$17,425.29	\$22,614.40	\$51,872.77	\$52,011.58	59%	\$68,250.00
	EXPENSE TOTALS	\$737,721.00	\$4,622.12	\$742,343.12	\$63,848.01	\$33,219.58	\$540,547.55	\$168,575.99	77%	\$556,560.00
Department 554 - City Attorney Totals		(\$737,721.00)	(\$4,622.12)	(\$742,343.12)	(\$63,848.01)	(\$33,219.58)	(\$540,547.55)	(\$168,575.99)	77%	(\$556,560.00)

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Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 571 - City Council										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	65,336.00	.00	65,336.00	5,430.67	.00	54,306.70	11,029.30	83	53,200.00
5102	Wages-Staff	75,005.00	.00	75,005.00	5,769.60	.00	60,486.80	14,518.20	81	56,590.00
5104	Wages-Part time	10,978.00	.00	10,978.00	1,717.79	.00	10,327.50	650.50	94	10,640.00
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,000.00
5151	PERS Contribution	21,185.00	.00	21,185.00	2,316.97	.00	17,800.49	3,384.51	84	16,950.00
5161	Group Insurance	9,375.00	.00	9,375.00	784.85	1,079.67	8,471.12	(175.79)	102	8,180.00
5166	Medicare	2,194.00	.00	2,194.00	183.63	.00	1,773.06	420.94	81	1,710.00
	Personal Services Totals	\$186,073.00	\$0.00	\$186,073.00	\$16,203.51	\$1,079.67	\$155,165.67	\$29,827.66	84%	\$149,290.00
	Supplies									
5201	Office Supplies	2,000.00	118.83	2,118.83	114.96	509.90	1,108.93	500.00	76	1,300.00
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
	Supplies Totals	\$2,500.00	\$118.83	\$2,618.83	\$114.96	\$509.90	\$1,108.93	\$1,000.00	62%	\$1,300.00
	Services									
5321	Professional Training	2,500.00	.00	2,500.00	163.75	851.25	643.15	1,005.60	60	1,610.00
5322	Conference/Reimb	3,500.00	.00	3,500.00	.00	250.00	1,050.00	2,200.00	37	2,020.00
5324	Professional Association Dues	500.00	.00	500.00	.00	180.00	480.00	(160.00)	132	550.00
5339	Misc Contract Services	40,000.00	20,148.80	60,148.80	.00	14,832.14	17,771.98	27,544.68	54	23,250.00
5391	Postage	200.00	.00	200.00	.00	.00	42.33	157.67	21	60.00
5395	Printing/Advertising	3,000.00	82.91	3,082.91	.00	1,104.58	978.33	1,000.00	68	1,650.00
5399	Other Miscellaneous Services	3,500.00	.00	3,500.00	.00	94.91	73.09	3,332.00	5	3,500.00
	Services Totals	\$53,200.00	\$20,231.71	\$73,431.71	\$163.75	\$17,312.88	\$21,038.88	\$35,079.95	52%	\$29,160.00
	EXPENSE TOTALS	\$241,773.00	\$20,350.54	\$262,123.54	\$16,482.22	\$18,902.45	\$177,313.48	\$65,907.61	75%	\$179,770.00
Department 571 - City Council Totals		(\$241,773.00)	(\$20,350.54)	(\$262,123.54)	(\$16,482.22)	(\$18,902.45)	(\$177,313.48)	(\$65,907.61)	75%	(\$179,770.00)

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Departmental Budget-October, 2022

10.a.1.b

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 580 - Development Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	95,909.00	.00	95,909.00	7,308.80	.00	77,992.40	17,916.60	81	77,401
5102	Wages-Staff	132,702.00	(35,000.00)	97,702.00	4,480.00	.00	78,695.86	19,006.14	81	106,171
5104	Wages-Part time	7,000.00	.00	7,000.00	948.75	.00	5,991.84	1,008.16	86	3,411
5105	Overtime	.00	.00	.00	.00	.00	231.00	(231.00)	+++	111
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(150)
5109	HSA Employer Funding	12,000.00	.00	12,000.00	.00	.00	6,000.00	6,000.00	50	10,000
5151	PERS Contribution	32,986.00	.00	32,986.00	2,635.27	.00	22,412.08	10,573.92	68	26,081
5161	Group Insurance	65,492.00	.00	65,492.00	1,885.46	11,218.54	22,465.90	31,807.56	51	46,991
5166	Medicare	3,416.00	.00	3,416.00	180.87	.00	2,315.87	1,100.13	68	2,611
<i>Personal Services Totals</i>		\$349,505.00	(\$35,000.00)	\$314,505.00	\$17,439.15	\$11,218.54	\$216,104.95	\$87,181.51	72%	\$272,541
<i>Supplies</i>										
5201	Office Supplies	3,000.00	50.00	3,050.00	48.84	169.73	387.62	2,492.65	18	1,711
5203	Computer Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	
5241	Uniforms-Purchased	500.00	.00	500.00	.00	400.00	174.00	(74.00)	115	
<i>Supplies Totals</i>		\$3,750.00	\$50.00	\$3,800.00	\$48.84	\$569.73	\$561.62	\$2,668.65	30%	\$1,711
<i>Services</i>										
5301	Boards/Commissions	3,500.00	.00	3,500.00	541.56	8,929.64	7,160.91	(12,590.55)	460	2,771
5311	Utilities	2,200.00	81.47	2,281.47	81.50	974.14	407.33	900.00	61	771
5321	Professional Training	2,000.00	.00	2,000.00	.00	.00	1,010.00	990.00	50	251
5322	Conference/Reimb	5,000.00	.00	5,000.00	820.00	479.00	820.00	3,701.00	26	
5323	Publications	2,000.00	.00	2,000.00	.00	100.00	80.00	1,820.00	9	291
5324	Professional Association Dues	3,000.00	.00	3,000.00	117.00	684.00	11,225.00	(8,909.00)	397	1,331
5325	Educational Assistance	3,500.00	.00	3,500.00	.00	.00	3,029.75	470.25	87	
5331	Engineering/Architecture	100,000.00	75,691.55	175,691.55	.00	67,771.64	42,919.91	65,000.00	63	50,721
5332	Legal Services	20,000.00	2,566.50	22,566.50	3,546.00	13,205.17	9,361.33	.00	100	9,061
5339	Misc Contract Services	60,000.00	2,120.00	62,120.00	9,991.86	25,477.70	23,732.30	12,910.00	79	42,261
5391	Postage	500.00	.00	500.00	.00	.00	101.80	398.20	20	121
5395	Printing/Advertising	4,000.00	52.00	4,052.00	49.00	61.00	103.53	3,887.47	4	71
5399	Other Miscellaneous Services	1,000.00	3,650.00	4,650.00	70.64	3,579.36	1,370.64	(300.00)	106	311
<i>Services Totals</i>		\$206,700.00	\$84,161.52	\$290,861.52	\$15,217.56	\$121,261.65	\$101,322.50	\$68,277.37	77%	\$108,021
<i>Transfers/Other</i>										
5513	Refunds-Permit	.00	.00	.00	.00	.00	.00	.00	+++	101
<i>Transfers/Other Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$101
<i>Capital Purchases</i>										
5631	Furniture and Fixtures	5,000.00	.00	5,000.00	692.00	108.00	1,296.00	3,596.00	28	
<i>Capital Purchases Totals</i>		\$5,000.00	\$0.00	\$5,000.00	\$692.00	\$108.00	\$1,296.00	\$3,596.00	28%	\$1
EXPENSE TOTALS		\$564,955.00	\$49,211.52	\$614,166.52	\$33,397.55	\$133,157.92	\$319,285.07	\$161,723.53	74%	\$382,391



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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 580 - Development	Department Totals	(\$564,955.00)	(\$49,211.52)	(\$614,166.52)	(\$33,397.55)	(\$133,157.92)	(\$319,285.07)	(\$161,723.53)	74%	(\$382,395.00)



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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 582 - Human Resources Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	101,152.00	.00	101,152.00	7,780.80	.00	81,132.56	20,019.44	80	74,211
5102	Wages-Staff	.00	.00	.00	.00	.00	389.04	(389.04)	+++	
5106	Longevity	600.00	.00	600.00	.00	.00	600.00	.00	100	600
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,000
5151	PERS Contribution	14,245.00	.00	14,245.00	1,633.98	.00	11,942.74	2,302.26	84	10,430
5161	Group Insurance	9,267.00	.00	9,267.00	798.15	1,736.85	8,604.11	(1,073.96)	112	8,360
5166	Medicare	1,475.00	.00	1,475.00	111.31	.00	1,174.85	300.15	80	1,060
	Personal Services Totals	\$128,739.00	\$0.00	\$128,739.00	\$10,324.24	\$1,736.85	\$105,843.30	\$21,158.85	84%	\$96,680
	Supplies									
5201	Office Supplies	750.00	.00	750.00	.00	721.54	278.46	(250.00)	133	910
5203	Computer Supplies	750.00	.00	750.00	.00	21.03	78.97	650.00	13	120
5208	OSHA Supplies	18,000.00	589.95	18,589.95	3,383.61	1,903.56	13,222.58	3,463.81	81	13,600
	Supplies Totals	\$19,500.00	\$589.95	\$20,089.95	\$3,383.61	\$2,646.13	\$13,580.01	\$3,863.81	81%	\$14,640
	Services									
5321	Professional Training	1,500.00	.00	1,500.00	.00	107.90	617.10	775.00	48	
5322	Conference/Reimb	.00	.00	.00	175.00	.00	175.00	(175.00)	+++	
5323	Publications	800.00	.00	800.00	.00	.00	703.80	96.20	88	710
5324	Professional Association Dues	600.00	.00	600.00	.00	.00	444.00	156.00	74	210
5336	Medical Services/Physical Exams	5,000.00	.00	5,000.00	89.00	617.00	945.00	3,438.00	31	1,140
5339	Misc Contract Services	6,500.00	.00	6,500.00	.00	2,605.00	9,008.88	(5,113.88)	179	6,230
5391	Postage	200.00	.00	200.00	.00	.00	60.22	139.78	30	80
5399	Other Miscellaneous Services	30,000.00	641.90	30,641.90	373.45	3,550.13	10,241.97	16,849.80	45	13,480
	Services Totals	\$44,600.00	\$641.90	\$45,241.90	\$637.45	\$6,880.03	\$22,195.97	\$16,165.90	64%	\$21,870
	EXPENSE TOTALS	\$192,839.00	\$1,231.85	\$194,070.85	\$14,345.30	\$11,263.01	\$141,619.28	\$41,188.56	79%	\$133,210
Department 582 - Human Resources Department Totals		(\$192,839.00)	(\$1,231.85)	(\$194,070.85)	(\$14,345.30)	(\$11,263.01)	(\$141,619.28)	(\$41,188.56)	79%	(\$133,210)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 584 - Computer Department										
	EXPENSE									
	Supplies									
5201	Office Supplies	250.00	.00	250.00	.00	199.80	50.20	.00	100	23
5203	Computer Supplies	12,750.00	5,986.82	18,736.82	522.90	4,418.91	14,317.91	.00	100	1,62
	Supplies Totals	\$13,000.00	\$5,986.82	\$18,986.82	\$522.90	\$4,618.71	\$14,368.11	\$0.00	100%	\$1,851
	Services									
5339	Misc Contract Services	161,000.00	18,693.55	179,693.55	.00	61,138.32	133,855.23	(15,300.00)	109	154,351
5366	Computer Maintenance	513,354.00	(41,000.00)	472,354.00	4,810.36	224,703.09	199,584.01	48,066.90	90	181,821
	Services Totals	\$674,354.00	(\$22,306.45)	\$652,047.55	\$4,810.36	\$285,841.41	\$333,439.24	\$32,766.90	95%	\$336,171
	Capital Purchases									
5639	Other Equipment	143,000.00	39,214.68	182,214.68	2,385.87	47,300.48	93,564.46	41,349.74	77	61,311
	Capital Purchases Totals	\$143,000.00	\$39,214.68	\$182,214.68	\$2,385.87	\$47,300.48	\$93,564.46	\$41,349.74	77%	\$61,311
	EXPENSE TOTALS	\$830,354.00	\$22,895.05	\$853,249.05	\$7,719.13	\$337,760.60	\$441,371.81	\$74,116.64	91%	\$399,351
Department 584 - Computer Department Totals		(\$830,354.00)	(\$22,895.05)	(\$853,249.05)	(\$7,719.13)	(\$337,760.60)	(\$441,371.81)	(\$74,116.64)	91%	(\$399,352)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 593 - Clerk of Courts										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	82,090.00	.00	82,090.00	6,123.20	.00	65,499.00	16,591.00	80	63,621.00
5102	Wages-Staff	102,555.00	.00	102,555.00	7,697.60	.00	82,036.89	20,518.11	80	81,111.00
5104	Wages-Part time	33,065.00	.00	33,065.00	2,544.00	.00	24,791.82	8,273.18	75	26,101.00
5105	Overtime	.00	.00	.00	.00	.00	20.41	(20.41)	+++	
5106	Longevity	1,700.00	.00	1,700.00	.00	.00	1,100.00	600.00	65	550.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	8,000.00
5151	PERS Contribution	30,017.00	.00	30,017.00	3,436.61	.00	25,024.82	4,992.18	83	24,011.00
5161	Group Insurance	43,894.00	.00	43,894.00	3,828.72	8,251.28	41,634.36	(5,991.64)	114	40,331.00
5166	Medicare	3,181.00	.00	3,181.00	230.26	.00	2,443.46	737.54	77	2,411.00
	Personal Services Totals	\$304,502.00	\$0.00	\$304,502.00	\$23,860.39	\$8,251.28	\$250,550.76	\$45,699.96	85%	\$246,151.00
	Supplies									
5201	Office Supplies	2,600.00	17.39	2,617.39	150.51	1,841.78	1,603.50	(827.89)	132	1,311.00
5203	Computer Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
	Supplies Totals	\$4,600.00	\$17.39	\$4,617.39	\$150.51	\$1,841.78	\$1,603.50	\$1,172.11	75%	\$1,311.00
	Services									
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	600.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	
5323	Publications	500.00	.00	500.00	.00	400.00	.00	100.00	80	70.00
5324	Professional Association Dues	500.00	.00	500.00	.00	.00	.00	500.00	0	580.00
5332	Legal Services	76,000.00	9,000.00	85,000.00	3,000.00	20,000.00	46,000.00	19,000.00	78	39,000.00
5339	Misc Contract Services	1,500.00	105.05	1,605.05	.00	1,524.45	380.60	(300.00)	119	530.00
5344	Witness Fees	250.00	.00	250.00	.00	.00	.00	250.00	0	
5362	Equipment Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5377	Municipal Court	25,000.00	.00	25,000.00	.00	7,303.00	7,697.00	10,000.00	60	5,780.00
5391	Postage	2,000.00	.00	2,000.00	.00	.00	863.13	1,136.87	43	750.00
5393	L.E.A.D.S Terminal	600.00	.00	600.00	.00	600.00	.00	.00	100	
5399	Other Miscellaneous Services	2,545.00	45.00	2,590.00	90.00	640.00	511.79	1,438.21	44	740.00
	Services Totals	\$111,145.00	\$9,150.05	\$120,295.05	\$3,090.00	\$30,467.45	\$55,452.52	\$34,375.08	71%	\$48,070.00
	Capital Purchases									
5631	Furniture and Fixtures	6,500.00	.00	6,500.00	.00	.00	.00	6,500.00	0	
5639	Other Equipment	.00	.00	.00	.00	35.11	793.60	(828.71)	+++	
	Capital Purchases Totals	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$35.11	\$793.60	\$5,671.29	13%	\$0.00
	EXPENSE TOTALS	\$426,747.00	\$9,167.44	\$435,914.44	\$27,100.90	\$40,595.62	\$308,400.38	\$86,918.44	80%	\$295,541.00
Department 593 - Clerk of Courts Totals		(\$426,747.00)	(\$9,167.44)	(\$435,914.44)	(\$27,100.90)	(\$40,595.62)	(\$308,400.38)	(\$86,918.44)	80%	(\$295,541.00)



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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 110 - General Fund										
Department 595 - General and Administrative										
EXPENSE										
<i>Personal Services</i>										
5164	Workers Compensation	241,740.00	153,125.87	394,865.87	.00	12,600.00	257,889.87	124,376.00	69	40,310
5165	Unemployment Compensation	25,000.00	.00	25,000.00	.00	10,000.00	.00	15,000.00	40	7,020
<i>Personal Services Totals</i>		\$266,740.00	\$153,125.87	\$419,865.87	\$0.00	\$22,600.00	\$257,889.87	\$139,376.00	67%	\$47,330
<i>Supplies</i>										
5201	Office Supplies	.00	.00	.00	.00	.00	(83.98)	83.98	+++	
5202	Photo Copy Supplies	7,000.00	399.90	7,399.90	429.90	530.60	2,869.30	4,000.00	46	2,680
<i>Supplies Totals</i>		\$7,000.00	\$399.90	\$7,399.90	\$429.90	\$530.60	\$2,785.32	\$4,083.98	45%	\$2,680
<i>Services</i>										
5301	Boards/Commissions	40,000.00	693.97	40,693.97	697.72	2,262.98	7,430.99	31,000.00	24	15,970
5311	Utilities	235,000.00	6,239.26	241,239.26	13,310.18	56,786.67	125,450.59	59,002.00	76	111,560
5324	Professional Association Dues	30,000.00	.00	30,000.00	6,135.15	.00	28,917.60	1,082.40	96	25,630
5351	Liability Insurance Deductible	280,000.00	1,886.00	281,886.00	12,310.00	249,769.00	63,449.70	(31,332.70)	111	31,080
5352	Motor Vehicle Insurance	95,000.00	.00	95,000.00	.00	95,000.00	.00	.00	100	
5353	Employee Fidelity Bond	3,000.00	.00	3,000.00	.00	1,301.00	.00	1,699.00	43	1,300
5361	Building Repair/Maintenance	65,000.00	7,374.25	72,374.25	9,925.67	18,093.08	37,995.70	16,285.47	77	26,800
5362	Equipment Maintenance	2,500.00	.00	2,500.00	.00	721.89	1,278.11	500.00	80	370
5371	Election Expense	20,000.00	.00	20,000.00	.00	.00	14,213.98	5,786.02	71	
5372	Delinquent Tax Advertising	750.00	.00	750.00	.00	.00	195.38	554.62	26	180
5373	Auditor/Treasurer Fees	10,000.00	.00	10,000.00	.14	.00	5,333.80	4,666.20	53	5,080
5391	Postage	3,000.00	482.64	3,482.64	482.64	1,052.08	2,838.39	(407.83)	112	1,220
5394	Taxes/Assessments-City Property	55,000.00	.00	55,000.00	.00	.00	67,995.27	(12,995.27)	124	5,440
5399	Other Miscellaneous Services	10,000.00	600.00	10,600.00	.00	.00	600.00	10,000.00	6	600
<i>Services Totals</i>		\$849,250.00	\$17,276.12	\$866,526.12	\$42,861.50	\$424,986.70	\$355,699.51	\$85,839.91	90%	\$225,270
<i>Capital Purchases</i>										
5639	Other Equipment	30,000.00	.00	30,000.00	1,553.03	5,635.77	7,364.23	17,000.00	43	7,600
<i>Capital Purchases Totals</i>		\$30,000.00	\$0.00	\$30,000.00	\$1,553.03	\$5,635.77	\$7,364.23	\$17,000.00	43%	\$7,600
EXPENSE TOTALS		\$1,152,990.00	\$170,801.89	\$1,323,791.89	\$44,844.43	\$453,753.07	\$623,738.93	\$246,299.89	81%	\$282,910
Department 595 - General and Administrative Totals		(\$1,152,990.00)	(\$170,801.89)	(\$1,323,791.89)	(\$44,844.43)	(\$453,753.07)	(\$623,738.93)	(\$246,299.89)	81%	(\$282,910)



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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund	110 - General Fund									
Department	810 - Public Health and Welfare									
	EXPENSE									
	Services									
5376	County Health Services	350,898.00	.00	350,898.00	.00	.00	351,003.42	(105.42)	100	343,974.00
	Services Totals	\$350,898.00	\$0.00	\$350,898.00	\$0.00	\$0.00	\$351,003.42	(\$105.42)	100%	\$343,974.00
	EXPENSE TOTALS	\$350,898.00	\$0.00	\$350,898.00	\$0.00	\$0.00	\$351,003.42	(\$105.42)	100%	\$343,974.00
Department	810 - Public Health and Welfare Totals	(\$350,898.00)	\$0.00	(\$350,898.00)	\$0.00	\$0.00	(\$351,003.42)	\$105.42	100%	(\$343,974.00)
Fund	110 - General Fund Totals	\$25,580,605.00	\$1,067,447.87	\$26,648,052.87	\$1,628,867.58	\$2,735,037.76	\$18,083,278.61	\$5,829,736.50		\$16,769,811.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 203 - Cares Act (CRF) Franklin Cty										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	161.99	161.99	.00	.00	161.99	.00	100	
	Transfers/Other Totals	\$0.00	\$161.99	\$161.99	\$0.00	\$0.00	\$161.99	\$0.00	100%	\$0.00
	EXPENSE TOTALS	\$0.00	\$161.99	\$161.99	\$0.00	\$0.00	\$161.99	\$0.00	100%	\$0.00
	Department 000 - General Totals	\$0.00	(\$161.99)	(\$161.99)	\$0.00	\$0.00	(\$161.99)	\$0.00	100%	\$0.00
Fund 203 - Cares Act (CRF) Franklin Cty	Totals	\$0.00	\$161.99	\$161.99	\$0.00	\$0.00	\$161.99	\$0.00		\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 204 - Cares Act (CRF) Licking Cty										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	42.09	42.09	.00	.00	42.09	.00	100	28,516
	Transfers/Other Totals	\$0.00	\$42.09	\$42.09	\$0.00	\$0.00	\$42.09	\$0.00	100%	\$28,516
	EXPENSE TOTALS	\$0.00	\$42.09	\$42.09	\$0.00	\$0.00	\$42.09	\$0.00	100%	\$28,516
	Department 000 - General Totals	\$0.00	(\$42.09)	(\$42.09)	\$0.00	\$0.00	(\$42.09)	\$0.00	100%	(\$28,516)
Fund 204 - Cares Act (CRF) Licking Cty Totals		\$0.00	\$42.09	\$42.09	\$0.00	\$0.00	\$42.09	\$0.00		\$28,516

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 205 - Cares Act (CRF) Fairfield Cty										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	7.67	7.67	.00	.00	7.67	.00	100	
	Transfers/Other Totals	\$0.00	\$7.67	\$7.67	\$0.00	\$0.00	\$7.67	\$0.00	100%	\$0.00
	EXPENSE TOTALS	\$0.00	\$7.67	\$7.67	\$0.00	\$0.00	\$7.67	\$0.00	100%	\$0.00
	Department 000 - General Totals	\$0.00	(\$7.67)	(\$7.67)	\$0.00	\$0.00	(\$7.67)	\$0.00	100%	\$0.00
Fund 205 - Cares Act (CRF) Fairfield Cty	Totals	\$0.00	\$7.67	\$7.67	\$0.00	\$0.00	\$7.67	\$0.00		\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 206 - American Rescue Plan Act										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	467,964.00	467,964.00	16,577.50	338,045.91	99,854.09	30,064.00	94	
	Transfers/Other Totals	\$0.00	\$467,964.00	\$467,964.00	\$16,577.50	\$338,045.91	\$99,854.09	\$30,064.00	94%	\$0.00
	Capital Purchases									
5659	Miscellaneous Infrastructure	.00	2,891,598.79	2,891,598.79	32,063.19	2,380,166.62	453,449.17	57,983.00	98	
	Capital Purchases Totals	\$0.00	\$2,891,598.79	\$2,891,598.79	\$32,063.19	\$2,380,166.62	\$453,449.17	\$57,983.00	98%	\$0.00
	EXPENSE TOTALS	\$0.00	\$3,359,562.79	\$3,359,562.79	\$48,640.69	\$2,718,212.53	\$553,303.26	\$88,047.00	97%	\$0.00
	Department 000 - General Totals	\$0.00	(\$3,359,562.79)	(\$3,359,562.79)	(\$48,640.69)	(\$2,718,212.53)	(\$553,303.26)	(\$88,047.00)	97%	\$0.00
Fund 206 - American Rescue Plan Act Totals		\$0.00	\$3,359,562.79	\$3,359,562.79	\$48,640.69	\$2,718,212.53	\$553,303.26	\$88,047.00		\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 220 - Income Tax Fund										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5000	Contingency Reserve	.00	.00	.00	.00	3,812,051.26	.00	(3,812,051.26)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$3,812,051.26	\$0.00	(\$3,812,051.26)	+++	\$0.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$3,812,051.26	\$0.00	(\$3,812,051.26)	+++	\$0.00
Department 000 - General	Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,812,051.26)	\$0.00	\$3,812,051.26	+++	\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 220 - Income Tax Fund										
Department 564 - Income Tax Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	94,502.00	.00	94,502.00	7,268.80	.00	76,236.02	18,265.98	81	102,541.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,330.00
5151	PERS Contribution	13,230.00	.00	13,230.00	1,526.46	.00	11,133.55	2,096.45	84	9,750.00
5161	Group Insurance	16,566.00	.00	16,566.00	1,846.65	3,780.03	20,140.08	(7,354.11)	144	15,790.00
5164	Workers Compensation	2,681.00	1,920.46	4,601.46	.00	.00	1,920.46	2,681.00	42	
5166	Medicare	1,370.00	.00	1,370.00	98.68	.00	1,034.96	335.04	76	380.00
	Personal Services Totals	\$132,349.00	\$1,920.46	\$134,269.46	\$10,740.59	\$3,780.03	\$114,465.07	\$16,024.36	88%	\$132,810.00
	Supplies									
5201	Office Supplies	1,500.00	15.25	1,515.25	104.00	521.00	119.25	875.00	42	110.00
5203	Computer Supplies	500.00	.00	500.00	.00	155.92	94.08	250.00	50	70.00
	Supplies Totals	\$2,000.00	\$15.25	\$2,015.25	\$104.00	\$676.92	\$213.33	\$1,125.00	44%	\$190.00
	Services									
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	268.46	356.54	375.00	62	
5323	Publications	200.00	.00	200.00	.00	.00	200.00	.00	100	
5324	Professional Association Dues	525.00	.00	525.00	.00	.00	25.00	500.00	5	
5339	Misc Contract Services	75,000.00	.00	75,000.00	.00	407.64	14,660.36	59,932.00	20	
5353	Employee Fidelity Bond	75.00	.00	75.00	.00	.00	100.00	(25.00)	133	70.00
5362	Equipment Maintenance	425.00	.00	425.00	23.32	34.58	265.42	125.00	71	220.00
5373	Auditor/Treasurer Fees	200.00	.00	200.00	.00	.00	84.95	115.05	42	20.00
5379	Other Governmental Billings	10,000.00	.00	10,000.00	1,079.95	.00	5,106.89	4,893.11	51	3,870.00
5391	Postage	675.00	.00	675.00	.00	32.10	156.91	485.99	28	20.00
5399	Other Miscellaneous Services	.00	.00	.00	.00	.00	(.04)	.04	+++	
	Services Totals	\$88,600.00	\$0.00	\$88,600.00	\$1,103.27	\$742.78	\$20,956.03	\$66,901.19	24%	\$4,220.00
	Transfers/Other									
5519	Miscellaneous Costs	110,000.00	.00	110,000.00	387.92	.00	1,847.17	108,152.83	2	6,260.00
5529	Miscellaneous Distributions	800,000.00	.00	800,000.00	59,319.11	.00	207,230.30	592,769.70	26	423,540.00
5530	Enterprise Zone Payment	1,500,000.00	.00	1,500,000.00	.00	122,405.99	303,072.61	1,074,521.40	28	301,680.00
	Transfers/Other Totals	\$2,410,000.00	\$0.00	\$2,410,000.00	\$59,707.03	\$122,405.99	\$512,150.08	\$1,775,443.93	26%	\$731,490.00
	EXPENSE TOTALS	\$2,632,949.00	\$1,935.71	\$2,634,884.71	\$71,654.89	\$127,605.72	\$647,784.51	\$1,859,494.48	29%	\$868,720.00
Department 564 - Income Tax Division Totals		(\$2,632,949.00)	(\$1,935.71)	(\$2,634,884.71)	(\$71,654.89)	(\$127,605.72)	(\$647,784.51)	(\$1,859,494.48)	29%	(\$868,720.00)
Fund 220 - Income Tax Fund Totals		\$2,632,949.00	\$1,935.71	\$2,634,884.71	\$71,654.89	\$3,939,656.98	\$647,784.51	(\$1,952,556.78)		\$868,720.00



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	80,493.00	.00	80,493.00	6,114.60	.00	64,879.00	15,614.00	81	62,477.00
5102	Wages-Staff	404,255.00	.00	404,255.00	30,983.01	.00	328,249.85	76,005.15	81	316,934.00
5105	Overtime	28,000.00	25,000.00	53,000.00	536.40	.00	21,283.73	31,716.27	40	25,530.00
5106	Longevity	3,550.00	.00	3,550.00	.00	.00	.00	3,550.00	0	.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(1,363.00)
5109	HSA Employer Funding	25,000.00	.00	25,000.00	.00	.00	25,000.00	.00	100	19,000.00
5151	PERS Contribution	71,932.00	.00	71,932.00	7,824.04	.00	59,094.08	12,837.92	82	55,610.00
5161	Group Insurance	134,548.00	.00	134,548.00	11,213.72	10,511.16	122,527.06	1,509.78	99	90,820.00
5164	Workers Compensation	14,646.00	7,628.98	22,274.98	.00	.00	7,628.98	14,646.00	34	.00
5166	Medicare	7,486.00	.00	7,486.00	525.06	.00	5,790.32	1,695.68	77	5,700.00
	Personal Services Totals	\$769,910.00	\$32,628.98	\$802,538.98	\$57,196.83	\$10,511.16	\$634,453.02	\$157,574.80	80%	\$574,720.00
	Supplies									
5201	Office Supplies	3,500.00	142.07	3,642.07	.00	2,017.39	1,124.68	500.00	86	1,650.00
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	800.00	.00	200.00	80	390.00
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	269.00	193.01	1,456.99	(150.00)	110	.00
5213	Repair and Maintenance Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
5241	Uniforms-Purchased	2,000.00	.00	2,000.00	104.97	2,294.21	1,505.79	(1,800.00)	190	1,710.00
5251	MV Gas and Oil	36,000.00	2,859.05	38,859.05	2,148.30	11,767.64	30,018.39	(2,926.98)	108	20,700.00
5252	Aggregates	19,000.00	1,209.30	20,209.30	.00	7,479.35	7,729.95	5,000.00	75	3,650.00
5253	Ice Control	140,000.00	.00	140,000.00	.00	5,000.00	47,681.26	87,318.74	38	9,160.00
5259	Operating Materials and Supplies	130,500.00	1,664.08	132,164.08	3,620.41	85,157.24	49,063.63	(2,056.79)	102	64,140.00
	Supplies Totals	\$334,000.00	\$5,874.50	\$339,874.50	\$6,142.68	\$114,708.84	\$138,580.69	\$86,584.97	75%	\$101,440.00
	Services									
5311	Utilities	19,000.00	1,082.19	20,082.19	757.15	7,077.79	7,874.40	5,130.00	74	9,960.00
5313	Traffic Light Current	12,000.00	549.02	12,549.02	508.59	1,852.14	4,996.88	5,700.00	55	4,690.00
5321	Professional Training	500.00	.00	500.00	.00	90.00	.00	410.00	18	110.00
5322	Conference/Reimb	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
5324	Professional Association Dues	160.00	.00	160.00	.00	.00	70.00	90.00	44	30.00
5331	Engineering/Architecture	15,000.00	6,500.00	21,500.00	1,000.00	12,792.50	5,707.50	3,000.00	86	220.00
5339	Misc Contract Services	97,000.00	25.16	97,025.16	4,460.98	18,259.63	96,392.44	(17,626.91)	118	18,400.00
5351	Liability Insurance Deductible	8,000.00	.00	8,000.00	.00	8,000.00	.00	.00	100	.00
5352	Motor Vehicle Insurance	8,000.00	.00	8,000.00	.00	8,000.00	.00	.00	100	.00
5361	Building Repair/Maintenance	10,000.00	.00	10,000.00	.00	2,350.00	650.00	7,000.00	30	600.00
5365	Utility Line Repair/Maintenance	42,000.00	.00	42,000.00	.00	22,182.26	3,317.74	16,500.00	61	48,650.00
5391	Postage	100.00	.00	100.00	.00	.00	8.07	91.93	8	.00
5397	Uniform Rental	2,000.00	51.60	2,051.60	76.40	278.19	873.41	900.00	56	1,020.00
5399	Other Miscellaneous Services	1,500.00	.00	1,500.00	.00	739.75	260.25	500.00	67	490.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund	260 - Street Fund									
Department	268 - Street Department									
	EXPENSE									
	<i>Services Totals</i>	\$215,460.00	\$8,207.97	\$223,667.97	\$6,803.12	\$81,622.26	\$120,150.69	\$21,895.02	90%	\$84,199.00
	<i>Capital Purchases</i>									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	186,051.00
5633	Machinery and Equipment	15,000.00	22,375.00	37,375.00	.00	19,900.00	17,457.48	17.52	100	
	<i>Capital Purchases Totals</i>	\$15,000.00	\$22,375.00	\$37,375.00	\$0.00	\$19,900.00	\$17,457.48	\$17.52	100%	\$186,051.00
	EXPENSE TOTALS	\$1,334,370.00	\$69,086.45	\$1,403,456.45	\$70,142.63	\$226,742.26	\$910,641.88	\$266,072.31	81%	\$946,422.00
Department	268 - Street Department Totals	(\$1,334,370.00)	(\$69,086.45)	(\$1,403,456.45)	(\$70,142.63)	(\$226,742.26)	(\$910,641.88)	(\$266,072.31)	81%	(\$946,422.00)
Fund	260 - Street Fund Totals	\$1,334,370.00	\$69,086.45	\$1,403,456.45	\$70,142.63	\$226,742.26	\$910,641.88	\$266,072.31		\$946,422.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 270 - State Highway Fund										
Department 268 - Street Department										
	EXPENSE									
	Supplies									
5253	Ice Control	55,000.00	.00	55,000.00	.00	.00	55,000.00	.00	100	39,399.00
5259	Operating Materials and Supplies	15,000.00	.00	15,000.00	5,960.00	8,040.00	6,825.50	134.50	99	5,550.00
	Supplies Totals	\$70,000.00	\$0.00	\$70,000.00	\$5,960.00	\$8,040.00	\$61,825.50	\$134.50	100%	\$44,950.00
	Services									
5313	Traffic Light Current	12,000.00	607.09	12,607.09	563.78	2,962.10	5,544.99	4,100.00	67	5,330.00
5339	Misc Contract Services	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	
5365	Utility Line Repair/Maintenance	19,000.00	.00	19,000.00	.00	4,975.96	18,024.04	(4,000.00)	121	21,120.00
	Services Totals	\$34,000.00	\$607.09	\$34,607.09	\$563.78	\$9,438.06	\$23,569.03	\$1,600.00	95%	\$26,460.00
	EXPENSE TOTALS	\$104,000.00	\$607.09	\$104,607.09	\$6,523.78	\$17,478.06	\$85,394.53	\$1,734.50	98%	\$71,420.00
Department 268 - Street Department Totals		(\$104,000.00)	(\$607.09)	(\$104,607.09)	(\$6,523.78)	(\$17,478.06)	(\$85,394.53)	(\$1,734.50)	98%	(\$71,420.00)
Fund 270 - State Highway Fund Totals		\$104,000.00	\$607.09	\$104,607.09	\$6,523.78	\$17,478.06	\$85,394.53	\$1,734.50		\$71,420.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 290 - Law Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	195,612.45	195,612.45	.00	.00	14,018.75	181,593.70	7	6,981
5921	Immobilization Expenses	.00	18,657.52	18,657.52	.00	.00	.00	18,657.52	0	
	Transfers/Other Totals	\$0.00	\$214,269.97	\$214,269.97	\$0.00	\$0.00	\$14,018.75	\$200,251.22	7%	\$6,981
	EXPENSE TOTALS	\$0.00	\$214,269.97	\$214,269.97	\$0.00	\$0.00	\$14,018.75	\$200,251.22	7%	\$6,981
	Department 111 - Police Division Totals	\$0.00	(\$214,269.97)	(\$214,269.97)	\$0.00	\$0.00	(\$14,018.75)	(\$200,251.22)	7%	(\$6,980)
	Fund 290 - Law Enforcement Fund Totals	\$0.00	\$214,269.97	\$214,269.97	\$0.00	\$0.00	\$14,018.75	\$200,251.22		\$6,981

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 291 - Drug Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	46,583.74	46,583.74	.00	.00	6,495.00	40,088.74	14	
	Transfers/Other Totals	\$0.00	\$46,583.74	\$46,583.74	\$0.00	\$0.00	\$6,495.00	\$40,088.74	14%	\$0.00
	EXPENSE TOTALS	\$0.00	\$46,583.74	\$46,583.74	\$0.00	\$0.00	\$6,495.00	\$40,088.74	14%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$46,583.74)	(\$46,583.74)	\$0.00	\$0.00	(\$6,495.00)	(\$40,088.74)	14%	\$0.00
	Fund 291 - Drug Enforcement Fund Totals	\$0.00	\$46,583.74	\$46,583.74	\$0.00	\$0.00	\$6,495.00	\$40,088.74		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund	292 - Safety Belt Program Fund									
Department	111 - Police Division									
	EXPENSE									
	<i>Transfers/Other</i>									
5529	Miscellaneous Distributions	.00	4,376.00	4,376.00	.00	.00	.00	4,376.00	0	
	<i>Transfers/Other Totals</i>	\$0.00	\$4,376.00	\$4,376.00	\$0.00	\$0.00	\$0.00	\$4,376.00	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$4,376.00	\$4,376.00	\$0.00	\$0.00	\$0.00	\$4,376.00	0%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$4,376.00)	(\$4,376.00)	\$0.00	\$0.00	\$0.00	(\$4,376.00)	0%	\$0.00
Fund	292 - Safety Belt Program Fund Totals	\$0.00	\$4,376.00	\$4,376.00	\$0.00	\$0.00	\$0.00	\$4,376.00		\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 293 - DUI/Education/Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	20,229.19	20,229.19	.00	.00	.00	20,229.19	0	
	Transfers/Other Totals	\$0.00	\$20,229.19	\$20,229.19	\$0.00	\$0.00	\$0.00	\$20,229.19	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$20,229.19	\$20,229.19	\$0.00	\$0.00	\$0.00	\$20,229.19	0%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$20,229.19)	(\$20,229.19)	\$0.00	\$0.00	\$0.00	(\$20,229.19)	0%	\$0.00
Fund 293 - DUI/Education/Enforcement Fund Totals		\$0.00	\$20,229.19	\$20,229.19	\$0.00	\$0.00	\$0.00	\$20,229.19		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 294 - Federal Forfeiture Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	2,044.91	2,044.91	.00	.00	.00	2,044.91	0	
	Transfers/Other Totals	\$0.00	\$2,044.91	\$2,044.91	\$0.00	\$0.00	\$0.00	\$2,044.91	0%	\$0.00
	Capital Purchases									
5659	Miscellaneous Infrastructure	.00	150,000.00	150,000.00	.00	150,000.00	.00	.00	100	
	Capital Purchases Totals	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00	100%	\$0.00
	EXPENSE TOTALS	\$0.00	\$152,044.91	\$152,044.91	\$0.00	\$150,000.00	\$0.00	\$2,044.91	99%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$152,044.91)	(\$152,044.91)	\$0.00	(\$150,000.00)	\$0.00	(\$2,044.91)	99%	\$0.00
	Fund 294 - Federal Forfeiture Fund Totals	\$0.00	\$152,044.91	\$152,044.91	\$0.00	\$150,000.00	\$0.00	\$2,044.91		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 295 - Law Enforcement Asst Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	57,121.76	57,121.76	.00	.00	.00	57,121.76	0	
	Transfers/Other Totals	\$0.00	\$57,121.76	\$57,121.76	\$0.00	\$0.00	\$0.00	\$57,121.76	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$57,121.76	\$57,121.76	\$0.00	\$0.00	\$0.00	\$57,121.76	0%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$57,121.76)	(\$57,121.76)	\$0.00	\$0.00	\$0.00	(\$57,121.76)	0%	\$0.00
Fund 295 - Law Enforcement Asst Fund	Totals	\$0.00	\$57,121.76	\$57,121.76	\$0.00	\$0.00	\$0.00	\$57,121.76		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	41,322.00	.00	41,322.00	3,179.26	.00	33,352.88	7,969.12	81	32,130
5102	Wages-Staff	270,769.00	.00	270,769.00	20,715.20	.00	218,514.11	52,254.89	81	212,500
5105	Overtime	15,400.00	.00	15,400.00	.00	.00	1,090.77	14,309.23	7	13,800
5106	Longevity	2,575.00	.00	2,575.00	.00	.00	1,925.00	650.00	75	1,650
5109	HSA Employer Funding	17,000.00	.00	17,000.00	.00	.00	17,000.00	.00	100	17,000
5151	PERS Contribution	45,999.00	.00	45,999.00	5,017.83	.00	37,166.25	8,832.75	81	34,560
5161	Group Insurance	93,697.00	.00	93,697.00	7,829.71	19,272.89	85,302.85	(10,878.74)	112	85,330
5164	Workers Compensation	9,363.00	4,774.72	14,137.72	.00	.00	4,774.72	9,363.00	34	
5166	Medicare	4,786.00	.00	4,786.00	329.63	.00	3,518.95	1,267.05	74	3,560
	Personal Services Totals	\$500,911.00	\$4,774.72	\$505,685.72	\$37,071.63	\$19,272.89	\$402,645.53	\$83,767.30	83%	\$400,550
	Supplies									
5201	Office Supplies	5,500.00	558.53	6,058.53	97.50	2,892.26	3,253.14	(86.87)	101	3,030
5203	Computer Supplies	7,500.00	.00	7,500.00	130.62	1,242.79	1,007.21	5,250.00	30	1,160
5213	Repair and Maintenance Supplies	10,000.00	.00	10,000.00	.00	11,000.00	.00	(1,000.00)	110	
5241	Uniforms-Purchased	3,500.00	.00	3,500.00	.00	750.00	.00	2,750.00	21	360
5251	MV Gas and Oil	18,500.00	676.96	19,176.96	963.29	6,127.70	9,049.26	4,000.00	79	5,970
5252	Aggregates	41,000.00	301.68	41,301.68	72.56	13,756.85	29,344.83	(1,800.00)	104	25,180
5259	Operating Materials and Supplies	90,000.00	6,213.12	96,213.12	25,153.31	24,662.52	98,883.04	(27,332.44)	128	91,260
5263	Meters-Resale	20,000.00	5,192.05	25,192.05	.00	.00	5,192.05	20,000.00	21	
	Supplies Totals	\$196,000.00	\$12,942.34	\$208,942.34	\$26,417.28	\$60,432.12	\$146,729.53	\$1,780.69	99%	\$126,990
	Services									
5311	Utilities	16,000.00	1,575.06	17,575.06	1,329.22	10,349.08	12,725.98	(5,500.00)	131	11,380
5321	Professional Training	3,800.00	.00	3,800.00	.00	300.00	.00	3,500.00	8	
5322	Conference/Reimb	2,500.00	.00	2,500.00	.00	70.00	.00	2,430.00	3	700
5323	Publications	250.00	.00	250.00	.00	.00	3,819.00	(3,569.00)	1528	3,550
5324	Professional Association Dues	400.00	.00	400.00	.00	.00	.00	400.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	20,000.00	650.00	20,650.00	870.00	7,517.50	3,132.50	10,000.00	52	3,300
5339	Misc Contract Services	50,000.00	426.62	50,426.62	2,861.74	7,270.45	23,144.20	20,011.97	60	17,280
5351	Liability Insurance Deductible	4,500.00	.00	4,500.00	.00	4,500.00	.00	.00	100	
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	2,750.00	.00	.00	100	
5361	Building Repair/Maintenance	2,000.00	.00	2,000.00	105.00	7,895.00	105.00	(6,000.00)	400	
5362	Equipment Maintenance	8,000.00	.00	8,000.00	69.96	103.76	796.24	7,100.00	11	670
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	1,419.96	4,580.04	24	4,180
5365	Utility Line Repair/Maintenance	38,000.00	.00	38,000.00	.00	.00	.00	38,000.00	0	
5366	Computer Maintenance	12,500.00	.00	12,500.00	.00	.00	15,260.30	(2,760.30)	122	13,090



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Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Services									
5378	Columbus Contract	5,600,000.00	500,915.44	6,100,915.44	.00	2,129,287.57	3,876,741.91	94,885.96	98	3,772,841.00
5379	Other Governmental Billings	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	
5391	Postage	15,000.00	.00	15,000.00	2,500.00	2,500.00	2,936.49	9,563.51	36	4,950.00
5399	Other Miscellaneous Services	200,000.00	182.58	200,182.58	132,313.54	5,437.07	160,408.55	34,336.96	83	167,231.00
	Services Totals	\$5,998,200.00	\$503,749.70	\$6,501,949.70	\$140,049.46	\$2,177,980.43	\$4,100,490.13	\$223,479.14	97%	\$3,998,591.00
	Transfers/Other									
5514	Refunds-Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	1,450.00
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,450.00
	Capital Purchases									
5611	Buildings	12,500.00	.00	12,500.00	.00	.00	.00	12,500.00	0	
5631	Furniture and Fixtures	1,000.00	259.97	1,259.97	.00	.00	259.97	1,000.00	21	
5632	Motor Vehicles	225,000.00	.00	225,000.00	.00	159,055.44	.00	65,944.56	71	
5633	Machinery and Equipment	250,000.00	.00	250,000.00	3,167.75	40,572.25	79,427.75	130,000.00	48	12,490.00
5639	Other Equipment	75,000.00	150,000.00	225,000.00	.00	123,000.00	147,000.00	(45,000.00)	120	
	Capital Purchases Totals	\$563,500.00	\$150,259.97	\$713,759.97	\$3,167.75	\$322,627.69	\$226,687.72	\$164,444.56	77%	\$12,490.00
	EXPENSE TOTALS	\$7,258,611.00	\$671,726.73	\$7,930,337.73	\$206,706.12	\$2,580,313.13	\$4,876,552.91	\$473,471.69	94%	\$4,540,101.00
Department 735 - Water Division Totals		(\$7,258,611.00)	(\$671,726.73)	(\$7,930,337.73)	(\$206,706.12)	(\$2,580,313.13)	(\$4,876,552.91)	(\$473,471.69)	94%	(\$4,540,101.00)

Attachment: Departmental Budget-October, 2022 12 05 2022 9 39 14 AM Joni Crawford 46108HB3



Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 710 - Water Fund										
Department 991 - Debt Service										
EXPENSE										
Debt Service										
5414	G. O. Bond-Principal	232,830.00	.00	232,830.00	.00	150,000.00	41,105.45	41,724.55	82	39,891
5424	G. O. Bond-Interest	22,285.00	.00	22,285.00	.00	8,927.00	11,449.38	1,908.62	91	15,664
Debt Service Totals		\$255,115.00	\$0.00	\$255,115.00	\$0.00	\$158,927.00	\$52,554.83	\$43,633.17	83%	\$55,561
EXPENSE TOTALS		\$255,115.00	\$0.00	\$255,115.00	\$0.00	\$158,927.00	\$52,554.83	\$43,633.17	83%	\$55,561
Department 991 - Debt Service Totals		(\$255,115.00)	\$0.00	(\$255,115.00)	\$0.00	(\$158,927.00)	(\$52,554.83)	(\$43,633.17)	83%	(\$55,561)
Fund 710 - Water Fund Totals		\$7,513,726.00	\$671,726.73	\$8,185,452.73	\$206,706.12	\$2,739,240.13	\$4,929,107.74	\$517,104.86		\$4,595,671

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Departmental Budget-October, 2022

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Fiscal Year to Date 10/31/22

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	41,322.00	.00	41,322.00	3,179.26	.00	33,352.80	7,969.20	81	32,130
5102	Wages-Staff	305,536.00	.00	305,536.00	23,311.50	.00	245,616.86	59,919.14	80	239,230
5105	Overtime	3,500.00	.00	3,500.00	1,204.95	.00	10,371.31	(6,871.31)	296	6,830
5106	Longevity	1,975.00	.00	1,975.00	.00	.00	1,975.00	.00	100	1,650
5109	HSA Employer Funding	19,000.00	.00	19,000.00	.00	.00	19,000.00	.00	100	21,830
5151	PERS Contribution	48,977.00	.00	48,977.00	5,865.19	.00	42,583.08	6,393.92	87	41,210
5161	Group Insurance	101,836.00	.00	101,836.00	8,494.06	18,406.52	95,787.73	(12,358.25)	112	90,130
5164	Workers Compensation	9,995.00	5,426.62	15,421.62	.00	.00	5,426.62	9,995.00	35	
5166	Medicare	5,109.00	.00	5,109.00	380.05	.00	4,010.91	1,098.09	79	3,900
	Personal Services Totals	\$537,250.00	\$5,426.62	\$542,676.62	\$42,435.01	\$18,406.52	\$458,124.31	\$66,145.79	88%	\$436,930
	Supplies									
5201	Office Supplies	5,500.00	41.33	5,541.33	97.50	2,892.17	3,022.47	(373.31)	107	3,030
5203	Computer Supplies	7,500.00	.00	7,500.00	130.63	1,242.71	1,007.29	5,250.00	30	1,160
5213	Repair and Maintenance Supplies	2,500.00	.00	2,500.00	.00	11,000.00	.00	(8,500.00)	440	
5241	Uniforms-Purchased	3,500.00	.00	3,500.00	.00	750.00	.00	2,750.00	21	360
5251	MV Gas and Oil	18,500.00	676.94	19,176.94	963.29	6,127.68	9,049.29	3,999.97	79	5,970
5252	Aggregates	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	340
5259	Operating Materials and Supplies	65,000.00	6,213.13	71,213.13	24,814.83	14,739.48	64,018.91	(7,545.26)	111	27,810
	Supplies Totals	\$107,000.00	\$6,931.40	\$113,931.40	\$26,006.25	\$36,752.04	\$77,097.96	\$81.40	100%	\$38,700
	Services									
5311	Utilities	12,000.00	499.91	12,499.91	527.21	5,746.44	3,753.47	3,000.00	76	2,870
5321	Professional Training	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	70
5324	Professional Association Dues	350.00	.00	350.00	.00	.00	.00	350.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	20,000.00	.00	20,000.00	500.00	8,562.50	1,437.50	10,000.00	50	510
5339	Misc Contract Services	45,000.00	426.62	45,426.62	2,861.74	4,745.46	19,519.18	21,161.98	53	15,000
5351	Liability Insurance Deductible	1,750.00	.00	1,750.00	.00	1,750.00	.00	.00	100	
5352	Motor Vehicle Insurance	3,000.00	.00	3,000.00	.00	3,000.00	.00	.00	100	
5361	Building Repair/Maintenance	9,000.00	.00	9,000.00	105.00	7,895.00	105.00	1,000.00	89	
5362	Equipment Maintenance	3,000.00	.00	3,000.00	69.96	103.76	796.24	2,100.00	30	670
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	1,419.96	4,580.04	24	4,180
5365	Utility Line Repair/Maintenance	115,000.00	131,457.71	246,457.71	4,278.00	87,133.67	132,114.04	27,210.00	89	65,870
5366	Computer Maintenance	15,000.00	.00	15,000.00	.00	.00	14,670.29	329.71	98	12,500
5378	Columbus Contract	5,500,000.00	679,530.57	6,179,530.57	727,698.85	1,537,555.06	4,666,861.47	(24,885.96)	100	3,775,950
5391	Postage	12,000.00	.00	12,000.00	2,500.00	2,500.00	2,936.46	6,563.54	45	4,950

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Departmental Budget-October, 2022

10.a.1.b

Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Services									
5399	Other Miscellaneous Services	200,000.00	182.60	200,182.60	106,037.55	4,225.63	121,997.00	73,959.97	63	111,260.00
	Services Totals	\$5,948,600.00	\$812,097.41	\$6,760,697.41	\$844,578.31	\$1,663,217.52	\$4,965,610.61	\$131,869.28	98%	\$3,993,860.00
	Capital Purchases									
5601	Land	.00	3,800.00	3,800.00	.00	.00	.00	3,800.00	0	
5611	Buildings	12,500.00	.00	12,500.00	.00	.00	.00	12,500.00	0	
5631	Furniture and Fixtures	1,000.00	259.97	1,259.97	.00	.00	259.97	1,000.00	21	
5632	Motor Vehicles	225,000.00	.00	225,000.00	.00	159,055.44	.00	65,944.56	71	
5633	Machinery and Equipment	250,000.00	.00	250,000.00	3,167.75	40,572.25	79,427.75	130,000.00	48	12,490.00
5639	Other Equipment	75,000.00	150,000.00	225,000.00	.00	123,000.00	147,000.00	(45,000.00)	120	
	Capital Purchases Totals	\$563,500.00	\$154,059.97	\$717,559.97	\$3,167.75	\$322,627.69	\$226,687.72	\$168,244.56	77%	\$12,490.00
	EXPENSE TOTALS	\$7,156,350.00	\$978,515.40	\$8,134,865.40	\$916,187.32	\$2,041,003.77	\$5,727,520.60	\$366,341.03	95%	\$4,482,000.00
Department 736 - Wastewater Division Totals		(\$7,156,350.00)	(\$978,515.40)	(\$8,134,865.40)	(\$916,187.32)	(\$2,041,003.77)	(\$5,727,520.60)	(\$366,341.03)	95%	(\$4,482,000.00)

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10.a.1.b

Fiscal Year to Date 10/31/22

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund	720 - Wastewater/Sewer Fund									
Department	991 - Debt Service									
	EXPENSE									
	<i>Debt Service</i>									
5414	G. O. Bond-Principal	39,000.00	.00	39,000.00	.00	39,000.00	.00	.00	100	
5424	G. O. Bond-Interest	972.00	.00	972.00	.00	484.00	487.50	.50	100	96
	<i>Debt Service Totals</i>	\$39,972.00	\$0.00	\$39,972.00	\$0.00	\$39,484.00	\$487.50	\$0.50	100%	\$96
	EXPENSE TOTALS	\$39,972.00	\$0.00	\$39,972.00	\$0.00	\$39,484.00	\$487.50	\$0.50	100%	\$96
	Department 991 - Debt Service Totals	(\$39,972.00)	\$0.00	(\$39,972.00)	\$0.00	(\$39,484.00)	(\$487.50)	(\$0.50)	100%	(\$96)
Fund	720 - Wastewater/Sewer Fund Totals	\$7,196,322.00	\$978,515.40	\$8,174,837.40	\$916,187.32	\$2,080,487.77	\$5,728,008.10	\$366,341.53		\$4,482,97

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Departmental Budget-October, 2022

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Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 740 - Storm Water Drainage Fund										
Department 737 - Storm Water Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	224,764.00	.00	224,764.00	16,905.61	.00	181,592.95	43,171.05	81	164,811
5105	Overtime	4,900.00	.00	4,900.00	352.47	.00	1,394.80	3,505.20	28	1,321
5106	Longevity	2,150.00	.00	2,150.00	.00	.00	550.00	1,600.00	26	
5109	HSA Employer Funding	7,000.00	.00	7,000.00	.00	.00	7,000.00	.00	100	11,000
5151	PERS Contribution	31,754.00	.00	31,754.00	3,550.20	.00	27,710.77	4,043.23	87	24,339
5161	Group Insurance	38,084.00	.00	38,084.00	3,224.55	12,125.45	35,067.27	(9,108.72)	124	45,821
5164	Workers Compensation	6,576.00	3,312.35	9,888.35	.00	.00	3,312.35	6,576.00	33	
5166	Medicare	3,361.00	.00	3,361.00	242.26	.00	2,578.50	782.50	77	2,311
	Personal Services Totals	\$318,589.00	\$3,312.35	\$321,901.35	\$24,275.09	\$12,125.45	\$259,206.64	\$50,569.26	84%	\$249,611
	Supplies									
5201	Office Supplies	6,500.00	.00	6,500.00	72.05	627.95	72.05	5,800.00	11	1,501
5203	Computer Supplies	750.00	.00	750.00	.00	522.73	177.27	50.00	93	
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	839.38	160.62	500.00	67	
5241	Uniforms-Purchased	1,000.00	.00	1,000.00	119.96	1,100.88	799.12	(900.00)	190	741
5251	MV Gas and Oil	6,000.00	344.00	6,344.00	530.00	2,043.00	4,274.02	26.98	100	2,901
5252	Aggregates	1,250.00	.00	1,250.00	201.95	245.15	354.85	650.00	48	251
5259	Operating Materials and Supplies	47,000.00	.00	47,000.00	1,524.70	8,535.93	14,351.49	24,112.58	49	19,361
	Supplies Totals	\$64,000.00	\$344.00	\$64,344.00	\$2,448.66	\$13,915.02	\$20,189.42	\$30,239.56	53%	\$24,761
	Services									
5311	Utilities	7,000.00	370.80	7,370.80	300.71	3,501.32	2,469.48	1,400.00	81	2,811
5321	Professional Training	400.00	.00	400.00	.00	180.00	.00	220.00	45	221
5322	Conference/Reimb	20.00	.00	20.00	.00	20.00	.00	.00	100	
5324	Professional Association Dues	220.00	.00	220.00	.00	130.00	70.00	20.00	91	71
5331	Engineering/Architecture	8,000.00	25,935.00	33,935.00	.00	10,256.95	23,678.05	.00	100	171
5339	Misc Contract Services	42,450.00	500.00	42,950.00	2,030.98	23,769.63	31,678.40	(12,498.03)	129	50,921
5351	Liability Insurance Deductible	2,250.00	.00	2,250.00	.00	2,500.00	.00	(250.00)	111	
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	2,750.00	.00	.00	100	
5361	Building Repair/Maintenance	4,000.00	.00	4,000.00	.00	3,000.00	.00	1,000.00	75	
5364	MV Repair/Maintenance-Internal	3,500.00	.00	3,500.00	.00	.00	403.04	3,096.96	12	731
5365	Utility Line Repair/Maintenance	7,500.00	.00	7,500.00	.00	2,000.00	.00	5,500.00	27	
5378	Columbus Contract	936,000.00	71,623.53	1,007,623.53	70,619.85	238,711.66	712,911.87	56,000.00	94	609,431
5391	Postage	22,000.00	.00	22,000.00	2,500.00	2,500.00	2,500.00	17,000.00	23	4,501
5397	Uniform Rental	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5399	Other Miscellaneous Services	40,000.00	182.60	40,182.60	31,879.68	1,305.38	37,887.25	989.97	98	33,801
	Services Totals	\$1,078,090.00	\$98,611.93	\$1,176,701.93	\$107,331.22	\$290,624.94	\$811,598.09	\$74,478.90	94%	\$702,681



Departmental Budget-October, 2022

10.a.1.b

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund	740 - Storm Water Drainage Fund									
Department	737 - Storm Water Division									
	EXPENSE									
	<i>Capital Purchases</i>									
5632	Motor Vehicles	160,000.00	.00	160,000.00	.00	.00	.00	160,000.00	0	
5633	Machinery and Equipment	.00	.00	.00	.00	159,055.44	.00	(159,055.44)	+++	
	<i>Capital Purchases Totals</i>	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$159,055.44	\$0.00	\$944.56	99%	\$0.00
	EXPENSE TOTALS	\$1,620,679.00	\$102,268.28	\$1,722,947.28	\$134,054.97	\$475,720.85	\$1,090,994.15	\$156,232.28	91%	\$977,067.00
Department	737 - Storm Water Division Totals	(\$1,620,679.00)	(\$102,268.28)	(\$1,722,947.28)	(\$134,054.97)	(\$475,720.85)	(\$1,090,994.15)	(\$156,232.28)	91%	(\$977,067.00)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund	740 - Storm Water Drainage Fund									
Department	991 - Debt Service									
	EXPENSE									
	<i>Debt Service</i>									
5414	G. O. Bond-Principal	110,000.00	.00	110,000.00	.00	110,000.00	.00	.00	100	
5424	G. O. Bond-Interest	13,110.00	.00	13,110.00	.00	6,554.00	6,554.00	2.00	100	7,799.00
	<i>Debt Service Totals</i>	\$123,110.00	\$0.00	\$123,110.00	\$0.00	\$116,554.00	\$6,554.00	\$2.00	100%	\$7,799.00
	EXPENSE TOTALS	\$123,110.00	\$0.00	\$123,110.00	\$0.00	\$116,554.00	\$6,554.00	\$2.00	100%	\$7,799.00
	Department 991 - Debt Service Totals	(\$123,110.00)	\$0.00	(\$123,110.00)	\$0.00	(\$116,554.00)	(\$6,554.00)	(\$2.00)	100%	(\$7,799.00)
Fund	740 - Storm Water Drainage Fund Totals	\$1,743,789.00	\$102,268.28	\$1,846,057.28	\$134,054.97	\$592,274.85	\$1,097,548.15	\$156,234.28		\$984,860.00

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Fiscal Year to Date 10/31/22

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year
Fund 750 - Solid Waste Fund										
Department 738 - Refuse Collection										
	EXPENSE									
	Supplies									
5201	Office Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,374
	Supplies Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$1,374
	Services									
5315	Private Hauler Contract	2,500,000.00	385,947.39	2,885,947.39	.00	240,840.76	2,045,106.63	600,000.00	79	1,936,631
5391	Postage	14,000.00	.00	14,000.00	2,500.00	2,500.00	2,936.44	8,563.56	39	4,950
5399	Other Miscellaneous Services	110,000.00	10,309.65	120,309.65	31,832.43	11,644.55	42,274.13	66,390.97	45	33,691
	Services Totals	\$2,624,000.00	\$396,257.04	\$3,020,257.04	\$34,332.43	\$254,985.31	\$2,090,317.20	\$674,954.53	78%	\$1,975,281
	EXPENSE TOTALS	\$2,626,000.00	\$396,257.04	\$3,022,257.04	\$34,332.43	\$254,985.31	\$2,090,317.20	\$676,954.53	78%	\$1,976,652
Department 738 - Refuse Collection Totals		(\$2,626,000.00)	(\$396,257.04)	(\$3,022,257.04)	(\$34,332.43)	(\$254,985.31)	(\$2,090,317.20)	(\$676,954.53)	78%	(\$1,976,652)
Fund 750 - Solid Waste Fund Totals		\$2,626,000.00	\$396,257.04	\$3,022,257.04	\$34,332.43	\$254,985.31	\$2,090,317.20	\$676,954.53		\$1,976,652
Grand Totals		\$48,731,761.00	\$7,142,244.68	\$55,874,005.68	\$3,117,110.41	\$15,454,115.65	\$34,146,109.48	\$6,273,780.55		\$30,732,041

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Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Public Safety, Law and Courts Committee

RE: Tobacco Retailer License

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
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**AN ORDINANCE ADOPTING CHAPTER 723 TOBACCO RETAIL LICENSE OF
THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO
ESTABLISH THE TOBACCO PRODUCTS SALES LICENSING PROGRAM**

WHEREAS, the City of Reynoldsburg is dedicated to promoting and supporting the health and wellbeing of its residents; and

WHEREAS, there has been dramatic increase in the use of electronic smoking devices and vaping products by persons under the age of twenty-one (21), contributing to the addiction of a new generation of users to tobacco and nicotine; and

WHEREAS, the City of Reynoldsburg desires to ensure proper training and enforcement of the restrictions on the sales of nicotine-containing products to those under the age of 21; and

WHEREAS, in order to promote better training and enforcement on the restrictions of underage sales of nicotine-containing products, the City desires to adopt a Tobacco Retail License Program (the “Program”); and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, the City of Reynoldsburg desires to appoint Franklin County Public Health as its licensing agent for implementation and administration of the Program; and

WHEREAS, the City of Reynoldsburg is a home-rule charter municipality, enabling the City to establish the Program as a proper exercise of the powers of local self government established by the Constitution and laws of the State of Ohio

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

Section 1. That Chapter 723 of the Reynoldsburg Codified Ordinances, entitled “TOBACCO PRODUCT SALES” is hereby adopted to read as follows:

SEE ATTACHED EXHIBIT A

Section 2. The Mayor is hereby authorized to negotiate and enter into a contract with Franklin County Public Health to be its licensing agent for the Tobacco Retail License Program.

Section 3. All deliberations and actions of the public body relating to this Ordinance were taken in an open meeting in compliance with Section 121.22 of the Ohio Revised Code.

Section 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

Ohio Tobacco Retail License Landscape

The Preventing Tobacco Addiction Foundation has analyzed Ohio's statewide tobacco control laws to provide local advocates with a summary of the current landscape. This document highlights the opportunities and best practice methods that exist under Ohio statute in order for local jurisdictions to create a more robust and comprehensive system through the adoption of a local Tobacco Retailer Licensing Program.

RETAIL LICENSE

While Ohio law does require retail dealers of cigarettes to obtain a simple tax permit, it does not require retailers of tobacco products (electronic cigarettes, cigars, hookah, etc.) to obtain any kind of permit or license. The state has no systematic way to know who is selling tobacco and nicotine products.

Opportunity:

Tobacco Retail License should include all tobacco products.

DEFINITIONS

Ohio law does include a comprehensive definition of tobacco products – “tobacco products” includes electronic smoking devices.

Tobacco Product - Any product that is made or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. Tobacco product” also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and liquids used in electronic smoking devices, whether or not they contain nicotine. “Tobacco product” does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).

AGE RESTRICTION

Consistent with federal law, Ohio law prohibits sales of all nicotine and tobacco products to persons under the age of 21.

ENFORCEMENT AGENCY

Ohio's Investigative Unit, an arm of the Ohio State Highway Patrol, is the designated enforcement agency. This unit is understandably designed to prioritize enforcement of criminal law.

Opportunity:

Tobacco sales are a critical health issue and local health departments are better equipped to work with local retailers to ensure compliance.

COMPLIANCE CHECKS

Ohio does not mandate a minimum number of annual compliance checks for underage sales. In the absence of a mandate, historically few checks are ever done.

Opportunity:

Without adequate enforcement, noncompliant retailers take full advantage of this loophole, putting both kids and law-abiding retailers at risk. Each tobacco retailer shall be subject to at least two unannounced compliance checks per year. The health department/designated authority shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter the tobacco retail establishment to attempt to purchase tobacco products.

PENALTIES

Penalties for violation of selling to underage youth are not clearly defined in state code. Nor does state code indicate that selling privileges may be suspended or revoked for repeated underage tobacco sales.

Opportunity:

A TRL (Tobacco Retail License) ordinance should establish a civil penalty structure that holds the retailers accountable; not the clerk or the underage buyer.

Any tobacco retailer found to have violated this [statute/ ordinance] shall be subject to:

- (1) For a first violation, a fine no less than \$500;
- (2) For a second violation within a 36-month period, a fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of seven days;
- (3) For a third violation within a 36-month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days; and
- (4) For a fourth and any subsequent violations within a 36-month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of three years.

AGE VERIFICATION

Identification verification is not required in state code.

Opportunity:

Before distributing any tobacco product, the tobacco retailer or the tobacco retailer's agent or employee shall verify the purchaser is at least 21 years of age by examining the purchaser's government-issued ID if the purchaser appears to be under 30 years of age.

SIGNAGE

Ohio law does require retail establishments to "have posted in a conspicuous place a legibly printed sign in letters at least one-half inch high stating that giving, selling, or otherwise distributing cigarettes, other tobacco products, alternative nicotine products, or papers used to roll cigarettes to a person under twenty-one years of age is prohibited by law."

PURCHASE, USE OR POSSESSION

Under O.R.C. 2151.87, youth under the age of 18 are prohibited from purchase, use or possession of tobacco products.

Opportunity:

Purchase, use, or possession laws are unlikely to reduce youth smoking significantly. Also, they may undermine other conventional avenues of youth discipline, divert attention from more effective tobacco control strategies and relieve the tobacco industry of responsibility for its marketing practices. Some communities are concerned that these provisions may be enforced inconsistently with respect to youth from certain racial and ethnic groups, resulting in their introduction into the criminal justice system.

INTERACT
FOR HEALTH

Your trusted source of health information



PREVENTING TOBACCO
ADDICTION FOUNDATION

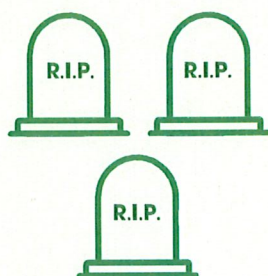
Why Implement A Tobacco Retail License?

In October 2019, Ohio implemented a statewide Tobacco 21 law, and in December 2019, the federal government followed suit, enacting legislation that raised the legal sale age for all nicotine products from 18 to 21 effective across the United States.

However, no law works unless it is enforced.

Statewide, Ohio has failed to undertake a comprehensive compliance approach to enforce the new minimum legal sales age of 21, and the Food and Drug Administration, which is empowered to enforce federal tobacco sales laws, has historically failed to enforce underage sales laws in Ohio. It has always been up to local authorities to require local retailers to abide by youth protection laws.

Tobacco Retail Licensing (TRL) has become an essential tool in both protecting kids from irresponsible or unscrupulous retailers, and in leveling the playing field for those retailers who do abide by the rules. Current Ohio law has a weak tobacco-tax permit system for cigarettes that ignores e-cigarettes, cigars, hookah and spit tobacco. TRL is therefore a vital regulatory tool that enables localities to monitor tobacco sales, fund compliance efforts, and create effective penalty and suspension structures for repeated violations – it closes the gap in tobacco regulation that was left open by both the federal and state Tobacco 21 laws.



Tobacco products kill more than half a million Americans annually.



3.6 million middle-school and high-school kids use e-cigarettes (vape).



Adolescent vaping quadruples the risk of becoming a long-term smoker.



Youth nicotine addiction substantially increases risk of drug use and mental illness.



95% of current adult smokers began before the age of 21.



Teen vapers are up to 7 times more likely to get COVID-19 than non-e-cigarette users.

A Local Tobacco Retail License Will

The Preventing Tobacco Addiction Foundation has analyzed Ohio's statewide tobacco control laws to provide local advocates with a summary of the current landscape. This document highlights the opportunities and best practice methods that exist under Ohio statute in order for local jurisdictions to create a more robust and comprehensive system through the adoption of a local Tobacco Retailer Licensing Program.

PROTECT KIDS

- Reduces youth initiation to nicotine and tobacco through improved compliance with Tobacco 21 and other tobacco control initiatives.
- Provides foundational support for the implementation of other youth protections such as flavored product restrictions (including menthol), product discounts, tobacco-free pharmacies, mail-order/ internet delivery regulation, and point-of-sale restrictions.
- Allows a municipality to regulate location, density, and types(s) of tobacco retailers permitted to operate in their jurisdiction.

HOLD RETAILERS ACCOUNTABLE

- Establishes a comprehensive list of retailers in the local community, allowing the jurisdiction to adequately monitor retailer compliance while creating a database that can be used for future tobacco control initiatives.
- Authorizes local health departments to inspect tobacco and vape shops and conduct essential compliance checks on a regular basis to ensure retailer compliance.
- Allows local health departments the ability to revoke or suspend a retailer license if they repeatedly violate age-of-sale or other regulations.

FUND ENFORCEMENT

- Supports the federal and Ohio Tobacco 21 laws by providing supplemental local enforcement through an annual license fee at no cost to the taxpayer.
- Creates a self-funding mechanism for administration, retailer education/training and comprehensive enforcement activity.

This document is the short-form, executive summary of "Best Practices In Tobacco Retail Licensing" available on the Tobacco21.org website. Further details and scientific citations are available there.

Local TRL Provides Penalty Structure

1st Violation: Fine no less than \$500

2nd Violation: Fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 7 days

3rd Violation: Fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days

4th and any subsequent violations within a 36-month period

A. 4th Violation: Fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of 3 years.



PREVENTING TOBACCO ADDICTION FOUNDATION

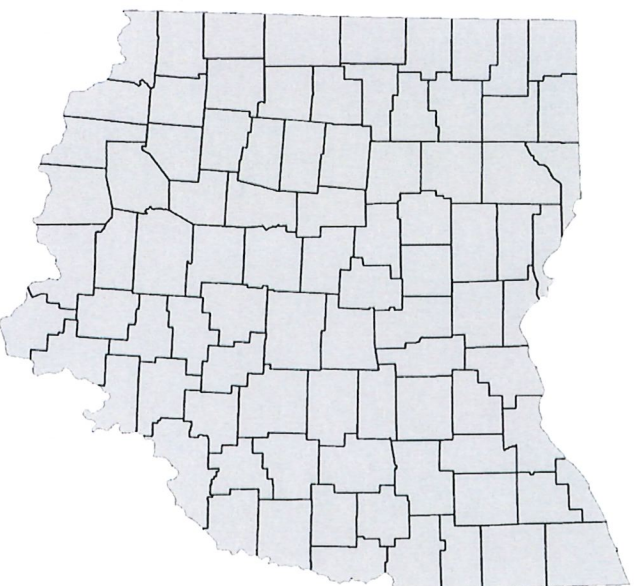
RETAIL ENFORCEMENT:
MISSION CRITICAL



PREVENTING TOBACCO ADDICTION FOUNDATION

Local TRL Policies in Ohio with Local Health Department Enforcement

- ✓Columbus
- ✓Cincinnati
- ✓Brook Park
- ✓Brooklyn
- ✓Cleveland Heights
- ✓Euclid
- ✓Hamilton
- ✓Norwood
- ✓Lakewood
- ✓Springfield
- ✓Maple Heights
- ✓Moreland Hills
- ✓Newburgh Heights
- ✓University Heights



Ohio Tobacco Retail License Model Policy

ORDINANCE NO. [_____]

AN ORDINANCE REGULATING THE SALE OF TOBACCO AND NICOTINE PRODUCTS AND RELATED DEVICES

PURPOSE

Responsible [CITY] retailers recognize the health risks associated with nicotine and tobacco use and addiction, especially for young people. However, U.S. Food and Drug Administration (FDA) data indicate that one in five Ohio retailers illegally sell these products to underage buyers. In addition, tobacco retailers may choose to concentrate near schools and in low-income neighborhoods. [CITY] believes that local licensing and regulation of retailers that sell nicotine and tobacco products offers the best opportunity to protect our children and other vulnerable populations while ensuring a level playing field for all retailers.

WHEREAS, commercial tobacco use is the foremost preventable cause of premature death in America, causing a half million deaths annually, and has been responsible for 20.8 million premature deaths in the U.S. since the first U.S. Surgeon General's report on smoking in 1964;

WHEREAS, [CITY] recognizes that young people are particularly susceptible to the addictive properties of tobacco and nicotine, and that youth who begin using tobacco and nicotine products are more likely to become lifelong users, reversing previous progress in the reduction of the overall tobacco use rate;

WHEREAS, [CITY] has the authority to protect life, health, and safety by requiring tobacco retailers within the [CITY] to obtain and maintain a tobacco retailer license ("TRL") as a condition for engaging in the business of selling tobacco products;

WHEREAS, TRL is an evidence-based strategy to reduce initiation to nicotine and tobacco through improved compliance with Minimum Legal Sales Age (MLSA) and other important tobacco sales regulations;

WHEREAS, TRL is a regulatory tool that further enables [CITY] to monitor tobacco sales, fund compliance efforts, and create effective penalty and suspension structures for repeated violations,

WHEREAS, TRL laws in other communities have been effective in reducing the number of illegal tobacco sales to underage purchasers; now, therefore,

BE IT ORDAINED by the Council of the [CITY], State of Ohio:

Note: The "Purpose" section is part of the ordinance and legislative record, but it usually does not become part of the municipal code. In addition to serving an educational purpose and building political and popular support for the ordinance, the findings can also serve a legal purpose. In the event of litigation, a "Purpose" section will provide a record of the legislature's intent and rationale for the policy. Common findings associated with a comprehensive tobacco control policy will identify health concerns and other problems related to use and/or access to commercial tobacco.

Findings specific to your jurisdiction, such as use rates among local teens and young adults, retailer violations rates, and high tobacco retailer density rates within your jurisdiction, will provide further rationale for your policy and should be included to the extent possible.

DEFINITIONS

Compliance Checks - The system the city uses to investigate and ensure that those authorized to sell tobacco products are following and complying with the requirements of this ordinance. Compliance Checks involve the use of persons over the age of 18, but under the age of 21 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the city or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

Delivery Sale - The sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes but is not limited to the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.

Electronic Smoking Device - Any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance intended to be aerosolized or vaporized during the use of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Moveable Place of Business - Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

Person - Any natural person.

Purchaser - Any person who obtains or attempts to obtain a tobacco product.

Sale - Any transfer of goods for money, trade, barter or other consideration.

Self-Service Display - Any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A vending machine is a form of self-service display.

Tobacco Product - (1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, and pipes. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Tobacco Retail Establishment - Any place of business where tobacco products are available for sale to the general public. The term includes but is not limited to grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

Tobacco Retailer - Any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of any tobacco retail establishment.

Vending Machine - Any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.

Youth-Oriented Facility - Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

LICENSE REQUIRED

- A. Each tobacco retailer engaging in the sale of tobacco products, at each location in this city, shall secure, and display at all times, a tobacco retail sales license from the [Health Department] before engaging or continuing to engage in such business. No tobacco retailer may sell tobacco products without a valid tobacco retail sales license.

While Ohio law does require retail dealers of cigarettes to obtain a simple tax permit, it does not require retailers of tobacco products (electronic cigarettes, cigars, hookah, etc.) to obtain any kind of privilege permit or license. The state has no systematic way to know who is selling tobacco and nicotine products. A true tobacco retail license (TRL) should also include all tobacco and nicotine products.

- B. An application for a license to sell tobacco products must be made on a form provided by the [Health Department]. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary.

Ohio's Investigative Unit, an arm of the Ohio State Highway Patrol, is the designated enforcement agency. This unit is understandably designed to prioritize enforcement of criminal law. Tobacco sales are a critical health issue and local health departments are better-equipped to work with local retailers to ensure compliance.

- C. The [Health Department] may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the [Health Department] approves the application, the license will be issued to the applicant. If the [Health Department] denies the application, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.

Licenses may be denied or fail to be renewed if:

1. The applicant is under 21 years of age;
2. The applicant has had prior suspensions or revocation;
3. The applicant fails to provide any of the information required on the licensing application or provision of false or misleading information;
4. The applicant was convicted within past 5 years of any violation of a federal, state, or local law, ordinance provision or other regulation relating to tobacco products;

5. The applicant has had a license to sell tobacco products suspended or revoked within the preceding 12 months of the date of application;
 6. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license; or
 7. The business for which the license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.
- D. If a license is mistakenly issued or renewed to a person, the city will revoke the license upon the discovery that the person was ineligible for the license under this ordinance. The city will provide the license holder with notice of the revocation, along with information on the right to appeal.
- E. The fee for a tobacco retail sales license shall be set by the Health Department, who shall have the authority to adjust the fee amount from time to time. Such fees shall be calculated to recover the cost of administration and enforcement of this Ordinance, including, but not limited to, issuing licenses, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators. All fees and interest on proceeds from fees shall be used to exclusively fund the administration and enforcement of this Ordinance.
- [CITY] should establish and insert the desired initial application and license fee amounts prior to enacting this ordinance. As a reference, the city of Cincinnati has a \$300 annual tobacco retailer license fee for applications filed in 2019 and authorizes the city council to adjust the license fee from time to time by resolution.
- F. All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.
- G. Such license shall be renewed annually and valid for a period beginning with the date of license to the first day of [Month] next succeeding the date of the license unless sooner revoked as allowed by penalties in this article, or unless the retailer to whom it was issued discontinues business, in either of which cases the holder of the license shall immediately return it to the [Health Department]. A license shall not be transferred from one retailer to another or from one location to another.
- H. A tobacco retail sales license cannot be renewed if the tobacco retailer has outstanding fines pursuant to this ordinance.
- I. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.
- J. No tobacco retail sales license shall be issued or renewed to a tobacco retail sales licensee unless the tobacco retailer signs a form stating that the tobacco retailer has read this ordinance and has provided training to all employees on the sale of tobacco products. Such training shall include information that the sale of tobacco products to persons under 21 years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to persons under 21 years of age shall subject the tobacco retailer to penalties.
- K. Any business found to be selling tobacco products without a license may be issued a No Sales Order for Tobacco Products and be ineligible to receive a tobacco retail license for a period not to exceed three (3) years.

MINIMUM LEGAL SALES AGE FOR TOBACCO PRODUCTS

The sale of any tobacco product to a person under the age of 21 is prohibited.

AGE VERIFICATION

Before distributing any tobacco product, the tobacco retailer or the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. No such verification is required for a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

Identification verification is not required in Ohio state code.

SIGNAGE

No tobacco retailer shall sell, permit the sale of, or furnish tobacco products in the City unless a notice is posted at any location where tobacco products are available for purchase. All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase. The [Health Department] shall provide this notice, which shall state "NO PERSON UNDER THE AGE OF 21 MAY BE SOLD NICOTINE OR TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES." The notice must be at least 14" by 11" and the words on the notice must be legibly printed in a high contrast red color with capitalized letters at least one inch high.

PROHIBITED SALES

No tobacco retailer or their employee or agent shall sell, offer to sell, or furnish tobacco products:

1. By means of any type of vending machine.
2. By means of self-service display. All tobacco products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely
3. By means of delivery sales. All sales of tobacco products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions.
4. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

EDUCATION

The [Health Department] shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this ordinance to persons affected by it, and to guide tobacco retailers and their agents or employees in their compliance. The program may include publication of a brochure for affected tobacco retailers explaining the provisions of this ordinance and signage mandated by this ordinance.

PROXIMITY TO YOUTH-ORIENTED FACILITIES

No license will be granted to any person for a retail establishment location that is within [1,000] feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing license holder who has been licensed to sell tobacco products in that same location for at least one year before the date this section was enacted into law.

RESPONSIBILITY

All licensees are responsible for the actions of their employees regarding the sale, offer to sell, and furnishing of tobacco products on the licensed premises. The sale, offer to sell, or furnishing of any tobacco product by an employee shall be considered an act of the licensee.

ENFORCEMENT

The tobacco retailer shall be subject to at least two unannounced compliance checks per year. The [Health Department/Designated Authority] shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter the tobacco retail establishment to attempt to purchase tobacco products. Unannounced follow-up compliance checks of all non-compliant tobacco retailers are required within three months of any violation of this ordinance. The results of all compliance checks shall be published by the [Health Department] at least annually and made available to the public upon request.

Ohio does not mandate a minimum number of annual compliance checks for underage sales. In the absence of a mandate, historically few checks are ever done. Without adequate enforcement, noncompliant retailers take full advantage of this loophole, putting both kids and law-abiding retailers at risk.

PENALTIES

- A. Tobacco retailers. Any tobacco retailer found to have violated this ordinance in person, by agent, representative, or employee or in any other way shall be subject to: (1) For a first violation, a fine no less than \$500; (2) For a second violation within a 36 month period, a fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of seven days; (3) For a third violation within a 36 month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days; and (4) For a fourth and any subsequent violation within a 36 month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of three years.
- B. Other persons. Any person 21 years of age or older, besides a tobacco retailer or a tobacco retailer's agent or employee, who violates this ordinance is subject to an administrative fine of \$50.
- C. Related violations. A violation of any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products is also a violation of this ordinance. In addition to any other penalty, a tobacco retailer who violates any provision of this ordinance or any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products, shall be subject to penalties stated in this ordinance, including fines and a prohibition of the distribution of tobacco products.
- D. Criminal Prosecution. The City shall not initiate criminal proceedings against any person other than a tobacco retailer for any alleged violation of this ordinance.
- E. Affirmative Defense. It shall be an affirmative defense for any tobacco retailer charged with violation hereof that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative that provided or sold the tobacco products, a valid driver's license or other form of federal or state identification showing that the purchaser was at least twenty-one years of age at the time of the alleged offense.
- F. Exceptions.
 1. The penalties in this ordinance do not apply to a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or their authorized appointees for training, education, research, or enforcement purposes.

2. Nothing in this ordinance prohibits an underage person from handling tobacco products in the course of lawful employment by a tobacco retailer.
3. Nothing in this ordinance prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

Penalties for violations of selling to underage youth are not clearly defined in Ohio state code. Nor does state code indicate that selling privileges may be suspended or revoked for repeated violations.

RULES AND REGULATIONS

The [Health Department] is hereby authorized to promulgate rules and regulations to carry out the purpose and intent of this Ordinance in order to protect the public health, safety, and welfare.

LIBERAL CONSTRUCTION

This ordinance shall be liberally construed so as to further its purposes.

SEVERABILITY

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision of this ordinance that can be given effect without the invalid provision or application. Each invalid provision or application of this ordinance is severable.

EFFECTIVE DATE

This ordinance shall take effect on [effective date].

Tobacco Retail License Model Policy Add-Ons

Additional Provisions That May Be Included in A TRL Ordinance:

Maximum number of licenses.

The maximum number of licenses issued by the city at any time is limited to [X]. When the maximum number of licenses has been issued, the city may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as licenses are not renewed or are revoked. A new applicant who has purchased a business location holding a valid city license will be entitled to first priority, provided the new applicant meets all other application requirements in accordance with this ordinance.

Proximity to other licensed retailers.

No license will be granted to any person for a retail establishment location that is within [2,000] feet of any other existing licensed retail establishment, as measured by the shortest line from the property line of the space to be occupied by the applicant for a license to the nearest property line of the existing licensee. This restriction does not apply to an applicant who has been licensed to sell tobacco products in the same location for at least one year before the date this section was enacted into law.

Pharmacies ineligible for licensure.

No existing license will be eligible for renewal to any pharmacy, including any retail establishment that operates or contains an on-site pharmacy, and no pharmacy or any retail establishment that operates an on-site pharmacy will be granted a new license.

Prohibition on sales of flavored products.

No person shall sell or offer for sale any flavored products. For purposes of this section, "Flavored Products" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a flavored product.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO BY ESTABLISHING NEW CHAPTER 1783, CIGARETTE AND TOBACCO VENDORS; SALES TO PERSONS UNDER 21; TOBACCO RETAILER LICENSE IN REGARDS TO LICENSING FOR AND SALES OF TOBACCO PRODUCTS.

WHEREAS, tobacco kills over 480,000 people in the United States each year, 90% of smokers first try a tobacco product by age 18, and more than 95% of addicted smokers start before age 21; and

WHEREAS, the developing teenage brain is particularly vulnerable to the effects of nicotine, and about 350 youth become regular smokers each day in the United States; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality; and

WHEREAS, the City of Hamilton Board of Health desires to ensure proper training and enforcement of the restrictions on sales of tobacco products to those under the age of 21; and

WHEREAS, this Council has determined that these amended regulations shall be established in the Codified Ordinances of the City of Hamilton as a matter of local self-government and a matter of local police powers;

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

SECTION I: That the Codified Ordinances of the City of Hamilton, Ohio be and are hereby amended and supplemented to enact new Chapter 1783, Cigarette and Tobacco Vendors; Sales to Persons Under 21; Tobacco Retailer License as seen attached hereto as Exhibit No. 1 and incorporated herein by reference.

SECTION II: That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Daniel Tidyman, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in the lobby of City Hall for a period of ten days. POSTED: _____

Daniel Tidyman, City Clerk

Attachment: Tobacco Retail License Ordinance Hamilton Ohio (Tobacco Retailer License)

Ordinance No. _____ (cont'd)

CITY OF HAMILTON, OHIO

Exhibit No. 1

CHAPTER 1783

CIGARETTE AND TOBACCO VENDORS; SALES TO PERSONS UNDER 21; TOBACCO RETAILER LICENSE

- 1783.01 Definitions.
- 1783.02 Posting of Signs.
- 1783.03 Sale to Persons Under 21 Prohibited.
- 1783.04 License Required.
- 1783.07 Transferability of a License.
- 1783.08 Tobacco Vending Machines: Illegal Distribution of Cigarettes or Other Tobacco Products to Minors.
- 1783.09 Out-of-package Sales Prohibited; Tobacco Samples Prohibited.
- 1783.10 Suspension of License; Permit Revocation, Denial, or Suspension.
- 1783.11 Non-retaliation.
- 1783.12 Enforcement and Penalties; Appeals.
- 1783.13 Injunction Relief.
- 1783.14 Severability.
- 1783.15 Other Laws.

1783.01 DEFINITIONS.

As used in this chapter:

- (a) "License" means a license issued by the City of Hamilton for retail sale of tobacco products.
- (b) "Licensee" means the holder of a valid license for the retail sale of tobacco products.
- (c) "Person" means any natural person.
- (d) "Public place" means any area to which the public is invited or in which the public is permitted, including, but not limited to, any right of way, mall or shopping center, park, playground and any other property owned by the City, and any school district or any park district.
- (e) "Tobacco Retailer" means any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean that non-management employees of any tobacco retail establishment.
- (f) "Tobacco retail establishment" means any place of business where tobacco products are available for sale to the general public. The term includes but is not

Ordinance No. _____ (cont'd)

limited to grocery stores, tobacco products shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

(g) "Self-service displays" means any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A tobacco vending machine is a form of self-service display.

(h) "Tobacco product" means (1) Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) Any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to liquids used in electronic smoking device, filters, rolling papers, blunt or hemp wraps, and pipes.

Tobacco product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act.

(i) "Tobacco vending machine" means any machine or device designated for or used for the vending of cigarettes, cigars, tobacco or tobacco products upon the insertion of coins, trade checks or slugs.

(j) "Sale" includes delivery, barter, exchange, transfer or gift, or offer thereof, and each such transaction made by any person, whether as principal, proprietor, agent, servant or employee.

(k) "Possess" or "Possession" means having control over a thing or substance, but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.

(l) "Electronic smoking device" is any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah, electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(m) "Moveable Place of Business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the counter sales transactions.

(n) "Licensed Product" means the term that collectively refers to any tobacco product.

(o) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm's Length Transaction.

Ordinance No. _____ (cont'd)

1783.02 POSTING OF SIGNS.

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Hamilton unless both the tobacco license and a printed notice(s) as outlined herein Section 1783.02(b) is posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco or alternative nicotine products". The City of Hamilton shall provide the license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the license shall be printed by the licensee in accordance to the instructions provided by the Department of Health upon approval of the license application.

1783.03 SALE TO PERSONS UNDER THE AGE OF 21 PROHIBITED.

- (a) No person shall sell any tobacco products to any person under the age of 21.
- (b) Before selling or otherwise distributing any tobacco product the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. Verification is not required of a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

1783.04 LICENSE REQUIRED.

- (a) No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the Commissioner of Health.
- (b) An application for a license must be made on a form provided by the City of Hamilton Health Department. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary. If the Commissioner of Health determines that an application is incomplete, it will be returned to the applicant with notice of the information necessary to make the application complete. The license fee is \$250.00.
- (c) The license term is one calendar year, beginning on March 1. In cases of applications for a new license submitted after March 1 of a given year and more than sixty (60) days before the following March 1, the Commissioner of Health may issue a license for the remainder of the standard term period, but such license term will only extend to the following last day of February.

Ordinance No. _____ (cont'd)

- (d) Any license issued may be suspended or revoked following the procedures set forth in this chapter.
- (e) All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued.
- (f) All licenses must be posted and displayed in a conspicuous location at all times in plain view of the general public in the tobacco retail establishment.
- (g) The renewal of a license issued under this ordinance shall be handled in the same manner as the retail food establishment license process established under Ohio Administrative Code 3701-21. The renewal will be mailed to the establishment 30-60 days prior to March 1 of the calendar year. The renewal application must be received by the City of Hamilton, along with any fees, by March 1 of the calendar year and may face fines if any or all of the renewal application is received after March 1.
- (h) Issuance as privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.
- (i) No person shall distribute samples of any tobacco products free of charge or at a nominal cost. The distribution of tobacco products as a free donation is prohibited.

1783.07 TRANSFERABILITY OF A LICENSE.

- (a) All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.

1783.08 TOBACCO VENDING MACHINES; ILLEGAL DISTRIBUTION OF CIGARETTES OR OTHER TOBACCO PRODUCTS TO MINORS.

- (a) TOBACCO VENDING MACHINES. Any person, firm or corporation that owns, leases, possesses or controls one or more tobacco vending machines shall obtain a valid license for each machine pursuant to Section 1783.04.

1783.09 OUT-OF-PACKAGE SALES PROHIBITED; TOBACCO SAMPLES PROHIBITED.

- (a) OUT-OF-PACKAGE SALES PROHIBITED. It is unlawful to sell cigarettes out of the manufactured package with required health warnings. It is unlawful to sell cigarettes in packages of fewer than twenty cigarettes per package.

1783.10 DENIAL, SUSPENSION, AND REVOCATION OF LICENSE.

- (a) DENIAL OF LICENSE. Grounds for denying the issuance or renewal of a license include, but are not limited to, the following:
 - (1) the applicant is under 21 years of age;

Ordinance No. _____ (cont'd)

- (2) the applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products;
 - (3) the applicant has had a license to sell licensed products suspended or revoked within the preceding thirty-six (36) months of the date of application;
 - (4) the applicant fails to provide the information required on the licensing application or provides false or misleading information;
 - (5) the applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license;
 - (6) the applicant is in arrears with respect to any fine imposed for violation of this Chapter;
 - (7) the business for which the license is requested is a moveable place of business. Only fixed-location tobacco retail establishments are eligible to be licensed.
- (b) For purposes of subdivision (a) of this Section, "applicant" shall include entities with common ownership or management to the entity or natural person listed on the application.
- (c) **SUSPENSION OF LICENSE:** Any license may be suspended for a definite period, not to exceed six (6) months, as determined by the Commissioner of Health. Prior to reinstatement of the license following the expiration of the suspension, the licensee shall remit a One Hundred Dollars (\$100) License reinstatement administration fee. A license may be suspended for the following reasons:
- (1) A business owned or operated by the licensee applicant engaging in the sale of Tobacco Products within the City is the subject of a court order or City resolution or final order declaring such business to be a public nuisance where said nuisance has not been abated, or where the court has ordered that sales of Tobacco Products shall cease pursuant to any temporary restraining order, preliminary injunction, or permanent injunction issued by said court;
 - (2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any Person Under 21 within the city more than one time in the past twelve (12) months;
 - (3) The finding by a federal or state agency or court that the license applicant has violated a federal or state rule or regulation governing the sale of Tobacco Products;
 - (4) Entry of the Commissioner of Health is refused or inspection, or investigation is refused, hindered, or thwarted;
 - (5) For a second or any subsequent violation of this chapter within a thirty-six (36) month period of the first violation; and/or
 - (6) The licensee is in arrears with respect to any fine imposed for any civil penalty levied under this Chapter.

Ordinance No. _____ (cont'd)

(d) REVOCATION OF LICENSE: A license may be revoked for any of the following reasons:

- (1) The licensee applicant is determined to have knowingly included false or misleading information in the license application or renewal license application;
- (2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any Person Under 21 within the City more than one time in the past twelve (12) months;
- (3) Entry of Commissioner of Health is refused, or inspection or investigation is refused, hindered, or thwarted;
- (4) Upon the discovery that the person was ineligible for the license under this ordinance and license was mistakenly issued or renewed to a person;
- (5) A period of suspension imposed under Subsection(c) herein has elapsed and the licensee remains in arrears of payment of such fine or penalty; and/or
- (6) The licensee has been subject to three (3) or more suspensions in the previous thirty-six (36) month period.

1783.11 NON-RETALIATION.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

1783.12 ENFORCEMENT AND PENALTIES; APPEALS.

(a) The City and/or its Commissioner of Health shall have authority to implement and enforce the provisions of this Chapter. All licensed premises must be open to inspection by Hamilton City Health Department inspectors or other authorized designees during regular business hours. The tobacco retail establishment may be subject to two (2) compliance checks per year. The City and/or its Commissioner of Health may enter at reasonable times to inspect or investigate and examine or copy records to determine compliance with this Chapter. The City and/or its Commissioner of Health may apply for and any judge of a court of record may issue an appropriate search warrant necessary to achieve the purposes of this Chapter within the court's territorial jurisdiction. Compliance checks may also include the participation of a person at least 18 years of age, but under the age of 21, to enter the licensed premises to attempt to purchase licensed products. Unannounced follow-up compliance checks of all non-compliant tobacco retail establishments are required within three months of any violation of this ordinance. The results of all compliance checks shall be published by the Hamilton City Health Department at least annually and made available to the public upon request.

(b) If the Commissioner of Health denies the issuance of a license, or suspends or revokes a license, or issues a citation with or without civil penalty for violating this chapter, the Commissioner of Health shall send to the applicant, or licensee, by certified mail, return receipt requested, written notice of the action and the right to an appeal. Upon receipt of written notice of the denial, suspension, or revocation, the licensee subject to license denial or revocation or citation and

Ordinance No. _____ (cont'd)

civil fine shall have the right to appeal to the Board of Health. An appeal must be filed within thirty (30) days after the receipt of notice of the decision. The appellant shall bear the burden of proof. The Board of Health shall be the final, administrative decision maker.

(c) CIVIL PENALTIES. In addition to the denial, suspension, or revocation of a license, the Commissioner of Health may impose the following civil penalties for violations of this Chapter:

- (1) For a first violation, a fine no less than \$500.
- (2) For a second violation within a 36-month period, a fine no less than \$750 and the license shall be suspended a minimum of 30 days no more than 60 days.
- (3) For a third violation within a 36-month period, a fine no less than \$1,000 and the license shall be suspended for a minimum of 30 days.
- (4) For a fourth and any subsequent violations within a 36-month period, the license shall be revoked.

(d) TOBACCO RETAILING WITHOUT A VALID LICENSE. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Commissioner of Health finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any tobacco retailer has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the tobacco retailer's agents or employees, the tobacco retailer shall be ineligible to apply for, or to be issued, a Tobacco Retailer's license as follows:

- (1) After a first violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty (30) days have passed from the date of the violation.
- (2) After a second violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety (90) days have passed from the date of the violation.
- (3) After of a third or subsequent violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until five (5) years have passed from the date of the violation.

(e) ADDITIONAL REMEDIES. The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity.

1783.13 INJUNCTIVE RELIEF.

Ordinance No. _____ (cont'd)

(a) The provisions of Sections 1783.01 through 1783.12 are health ordinances applicable to real property in the City and may be enforced by civil action pursuant to the Revised Code.

(b) Repeated violations of this Chapter may constitute a public nuisance. The Law Director and/or his or her designee may bring a cause of action to abate such nuisance and enjoin the recurrence of such violations and for such other relief may be available at law or in equity.

1783.14 SEVERABILITY.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held to be invalid, such invalidity shall not affect the provisions of this chapter which can be given effect without the invalid provisions or application, and to this end the provisions are declared to be severable.

1783.15 OTHER LAWS.

This Chapter does not intend and shall not be interpreted to regulate any conduct where the regulation of such conduct has been preempted by the United States or the State of Ohio.

CHAPTER 723 TOBACCO RETAIL LICENSE

723.01 DEFINITIONS.

As used in this chapter:

- (a) “Compliance Check” means the system that the City uses to conduct store audits, investigate and ensure compliance with the requirements of this Chapter or the system that Franklin County Public Health uses to conduct store audits to ensure compliance with the requirements of this Chapter.
- (b) “Delivery Sale” means the sale of any tobacco or electronic smoking device or product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes, but is not limited to, the sale of any tobacco or electronic smoking device or product conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (c) “Electronic Smoking Device” means any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device including an electronic cigarette, electronic cigar, electronic hookah, vaping pen, or electronic pipe. The phrase includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (d) “Moveable Place of Business” means any form of business that is operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.
- (e) “Person” means any natural person.
- (f) “Purchaser” means any person who obtains or attempts to obtain a tobacco product or electronic smoking device.
- (g) “Sale” means any transfer of good for money, trade, barter, or other consideration.
- (h) “Self-Service Display” means any display from which customers may select a tobacco produce or electronic smoking device with assistance from the tobacco retailer or the tobacco retailer’s agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer’s agent or employee. A vending machine is a form of self- service display.

- (i) “Tobacco Product” means any product that is made or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. The phrase also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and liquids used in electronic smoking devices, whether or not they contain nicotine. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (j) “Tobacco Retail Establishment” means any place of business where tobacco products or electronic smoking devices are available for sale to the general public. The term includes, but is not limited to, grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.
- (k) “Tobacco Retail License” means the license and Certificate of Compliance issued by the City, through Franklin County Public Health as the City’s licensing agent, to a Tobacco Retail Establishment.
- (l) “Tobacco Retailer” means any person, partnership, joint venture, society, club, trustee, trust, association, organization or corporation who owns, operates, or manages any tobacco retail establishment. The term does not include non-management employees of any tobacco retail establishment.
- (m) “Vending Machine” means any mechanical, electric or electronic, or other type of device that dispenses tobacco products or electronic smoking devices upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product or electronic smoking device.
- (n) “Youth-oriented Facility” means any facility with residents, customers, visitors, or inhabitants of which 25% or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented Facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

723.03 LICENSE REQUIRED

- (a) Each tobacco retailer engaging in the sale of tobacco products, tobacco paraphernalia or electronic smoking devices shall secure and display at all times, a Tobacco Retail License (TRL) Certificate of Compliance issued by Franklin County Public Health under the authority of this Chapter before engaging in or continuing to engage in such business.
- (b) No tobacco retailer shall sell tobacco, tobacco paraphernalia or electronic smoking device

products without a valid Tobacco Retail License (TRL) Certificate of Compliance.

723.05 APPLICATION FOR TOBACCO RETAIL ESTABLISHMENT LICENSE; FEE

- (a) Application for a Tobacco Retail Establishment License shall be made to Franklin County Public Health, the City's licensing agent.
- (b) The application for a Tobacco Retail License shall be maintained by Franklin County Public Health and available online.
- (c) The applicant shall be required to pay a nonrefundable fee in the amount of five hundred dollars (\$500.00), determined to be sufficient to pay the cost of administering this Chapter. The fee may be reduced or waived by the Mayor, in consultation with Franklin County Public Health.

723.07 ISSUANCE OF TOBACCO RETAIL ESTABLISHMENT LICENSE

- (a) Franklin County Public Health shall issue a Tobacco Retail License (TRL) Certificate of Compliance or a renewal of a Tobacco Retail License (TRL) Certificate of Compliance to an applicant pursuant to this Chapter, unless it is found:
 - (1) That the applicant is under 21 years of age;
 - (2) That the applicant has had a license to sell tobacco products revoked within the preceding 12 months of the date of the application;
 - (3) The applicant or licensee is giving, selling, or offering to sell cigarettes, other tobacco products, tobacco product paraphernalia and electronic smoking devices by or from a vending machine;
 - (4) That the applicant has failed to post signage as required by this Chapter;
 - (5) That the applicant has outstanding fines pursuant to this Chapter;
 - (6) That the applicant fails to provide any of the information required by 723.05;
 - (7) That the applicant provides false or misleading information;
 - (8) That the applicant was convicted within the past 5 years of any violation of a federal, state, or local law or regulation relating to tobacco products, tobacco product paraphernalia and electronic smoking devices;
 - (9) An order by a court of competent jurisdiction that a tobacco retail location or temporary tobacco retail sales location owned and/or operated by the licensee

constitutes a public nuisance;

- (10) That the applicant or licensee fails to comply with U.S. Food and Drug Administration regulations, Ohio Revised Code, and city codes relating to building, health and fire.
- (b) Franklin County Public Health shall provide the applicant either a TRL Certificate of Compliance or a written statement that the application was denied and the reason thereof. The License or written statement of denial may be provided electronically.
- (c) Any person who has been denied a TRL Certification of Compliance may appeal such denial in accordance with 723.15.

723.09 POSTING OF SIGNS

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Reynoldsburg unless both the tobacco license and a printed notice(s) as outlined herein Section 723.02(b) is posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco or alternative nicotine products". The City of Reynoldsburg shall provide the license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the license shall be printed by the licensee in accordance to the instructions provided by the Department upon approval of the license application.

723.11 LICENSE EXPIRATION AND RENEWAL

- (a) Franklin County Public Health shall issue Tobacco Retail Licenses on a calendar year basis (January 1 to December 31) or any part thereof and such license(s) shall expire on December 31 following the date of issuance.
- (b) Each Tobacco Retail Establishment shall apply for a renewal of the Establishment's License with Franklin County Public Health no later than 30 days prior to the expiration of the current License.
- (c) A Tobacco Retail License shall not be transferrable. If the address, ownership, or operation of the Establishment transfers, the License shall automatically expire.

723.13 COMPLIANCE CHECKS

- (a) Licensed Tobacco Retail Establishments shall be subject to at least two unannounced Compliance Checks per year to be conducted by Franklin County Public Health.
- (b) Licensed Tobacco Retail Establishments shall be subject to unannounced follow-up Compliance Checks by Franklin County Public Health until compliance is established.
- (c) Compliance Checks may be conducted by the City.
- (d) Compliance Check results shall be published annually by the City and made available by the City or Franklin County Public Health to the public upon request.

723.15 LICENSE DENIAL, SUSPENSION, OR REVOCATION APPEAL

- (a) When the City or its licensing agent determines to deny a TRL application, or to suspend or revoke a TRL Certificate of Compliance, the city or licensing agent shall notify the applicant or licensee in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the applicant or licensee.
- (b) Any establishment who has been denied a Tobacco Retail License (TRL) Certificate of Compliance or has had a Tobacco Retail License (TRL) Certificate of Compliance revoked may appeal that decision within five (5) days of the denial or revocation thereof by filing a written statement with Franklin County Public Health Attn: TRL Appeal. The written statement shall include the applicant's full name and contact information (including mailing address, phone number, and e-mail address), shall state the basis for the appeal, and shall include a summary of all relevant facts and circumstances.
- (c) The Franklin County Public Health Commissioner or his/her designee shall review the written statement, set a time and place for an administrative hearing, provide reasonable notice prior to such hearing, and establish the reasonable procedures, therefore. The hearing shall be held within ten (10) days of submitting the written appeal. The Health Commissioner or his/her designee shall issue a decision on whether to grant or deny the TRL Certificate of Compliance and that decision shall be final.

723.17 NON-RETALIATION

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

723.19 SEVERABILITY

In the event any subsection of this Chapter shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Chapter as a whole or any part thereof other than the part so declared to be invalid or unconstitutional

723.99 ENFORCEMENT AND APPEALS

- (a) The City shall have authority to implement and enforce all provisions of this Chapter. Franklin County Public Health, as the City's licensing agent, shall have authority to conduct Compliance Checks and all licensing functions.
- (b) "Violation" including violation of 537.18 of the Codified Ordinances or a substantially equivalent offense, does not require that the person has been criminally convicted of the violation of 537.18 of the Codified Ordinances or substantially equivalent offense. The city or its licensing agent may determine that a violation has occurred even if no criminal charge has been filed. Acquittal or dismissal of a charge under 537.18 of the Codified Ordinances or any substantially equivalent offense, shall not necessarily absolve a licensee; Chapter 723 is civil in nature, and so the city or its licensing agent may find a violation based upon a preponderance of evidence, rather than proof beyond a reasonable doubt, and are not otherwise required to observe rules of criminal procedure, the exclusionary rule, or confrontation of witnesses;
- (c) Sale of multiple items in violation of 537.18 of the Codified Ordinances or substantially equivalent applicable law, where the sales occur in a single transaction, shall constitute one violation. For example; sale of three packs of cigarettes and a vial of liquid nicotine to a 19-year old in one transaction shall constitute one violation. Sale of one pack of cigarettes to one 19-year old, one pack of cigarettes to the 18-year old next in line, in two transactions, shall constitute two violations.
- (d) In addition to the denial, suspension, or revocation of a license, the city may impose the following civil penalties for violations of 537.18 or any substantially equivalent offense and as a violation of this Chapter:
 - (1) For a first violation, a fine of no less than \$500;
 - (2) For a second violation within a 36-month period, a fine no less than \$750 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a minimum of 7 days;
 - (3) For a third violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a minimum of 30 days;

- (4) For a fourth and any subsequent violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a period of three years.
- (e) The penalties associated with a violation of this Chapter are in addition to, not in lieu of, any other penalty applicable under Ohio law or any other legal remedy available to the City.
 - (f) It is an affirmative defense for any Tobacco Retailer charged with a violation of this Chapter that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative a valid driver's license or other form of federal or state identification showing that the purchaser was at least 21 years of age at the time of the alleged offense.
 - (g) It is not a violation of this Chapter for a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or authorized contractor agents for training, education, research, or enforcement purposes.
 - (h) It is not a violation of this Chapter for a person under the age of 21 to handle tobacco products, tobacco product paraphernalia and electronic smoking devices in the course of lawful employment by a tobacco retailer.
 - (i) It is not a violation of this Chapter for a person to purchase tobacco products, tobacco product paraphernalia and electronic smoking devices as a part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.
 - (j) Enforcement Process. Franklin County Public Health is authorized to do Compliance Checks.
- (1) If a Compliance Check establishes probable cause for violation(s), Franklin County Public Health may take one or more of the following actions to resolve the violation:
- i. The Franklin County Public Health representative may speak to the Tobacco Retailer and attempt to resolve the matter through discussion and/or request that the Tobacco Retailer work with Franklin County Public Health and the City in regards to the issue. The Tobacco Retailer shall be audited for compliance again as soon as practical.
 - ii. Franklin County Public Health may also send a certified letter to the Tobacco Retailer at the address listed on the TRL Certificate of Compliance. The letter shall cite the section number of the code that is being violated and what must be done to bring the establishment into

compliance. The letter will be signed by the Franklin County Public Health employee who has direct knowledge of the violation(s). The Tobacco Retailer shall be audited for compliance again as soon as practical.

- iii. If the Tobacco Retailer has not brought the establishment into compliance with this Chapter within a reasonable amount of time, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.

(2) Notwithstanding the above, if a Compliance Check established probable cause for selling to an underage person, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.

- (k) When the City determines to issue a civil penalty for a violation, the city shall notify the violator in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the violator.
- (l) The City shall not be required to conduct an evidentiary hearing prior to issuing a civil penalty.
- (m) The violator may file a written notice of appeal with the city within 14 days of the date the civil penalty was issued. The civil penalty shall take effect following the expiration of time to file the notice of appeal provided herein.
- (n) The appeal of a civil penalty shall be heard by a licensed attorney, designee of the Mayor.
- (o) During any appeal of a civil penalty under this section, the burden of proof by preponderance of the evidence shall be upon the city. The hearing shall be recorded and exhibits marked to create a record for use in further appeal provided, however, that transcripts need not be ordered unless a notice of appeal to the Court of Common Pleas or Franklin County Municipal Court Environmental Division has been timely filed under R.C. Chapter 2506.
- (p) The Mayor's designee hearing an appeal under this section shall rule on all preliminary and evidentiary matters, and in doing so shall not be strictly bound by the Rules of Evidence, the Rules of Civil Procedure, or the Rules of Appellate Procedure. The hearing officer may establish time limits for the presentation of evidence, determine any non-dispositive preliminary motions, and may continue any hearing on the motion of a party or on its own motion.
- (q) Appeals from decision under division (p) of this section shall proceed according to R.C. Chapter 2506.
- (r) Legal Action. The City may bring legal action to address any violation of this code, any enforcement order, any term or condition of a conditional use, site plan approval,

variance or other entitlement issued by the City, or to collect unpaid fines.

- (s) **ADDITIONAL REMEDIES.** The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity, including injunctive relief.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Development, Parks and Recreation Committee

RE: Amend Chapter 971 Municipal Parks

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

**Amend Chapter 971.03 Park Hours from 6:00AM-9:30PM to 6:30AM-DUSK and
Declaring an Emergency.**

**AN ORDINANCE TO AMEND CHAPTER 971 MUNICIPAL PARKS, SECTION 971.03
PARK HOURS IN THE CODE OF ORDINANCES FOR THE CITY OF
REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY**

WHEREAS, the Reynoldsburg Police Department and Parks and Recreation Department have determined that the current open park times of 6:00am to 9:30pm should be changed to 6:30am to dusk in order to it curtail vandalism/

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

SECTION 1. That Chapter 971 Municipal Parks, Section 971.03 Park Hours be and is hereby amended as follows:

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

971.03 PARK HOURS.

All City parks shall be open to the public from 6:00-6:30 AM-~~9:30 PM~~dusk.
~~—(Ord. 37-03. Passed 5-27-03.)~~

~~SECTION 2. That this Ordinance is deemed to be an emergency measure for the health, safety and welfare of the City to ensure resident's safety and maintain security. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.~~

CHAPTER 971 Municipal Parks

- 971.01 Definitions
- 971.03 Park hours
- 971.05 Use of ball field lights (Repealed)
- 971.07 Scheduled events and activities
- 971.08 Program and facility fees and charges (Repealed)
- 971.09 Vehicles
- 971.11 Protection of natural and ecological environment
- 971.13 Animals
- 971.15 Personal conduct
- 971.16 Intoxicating liquor/controlled substances, harmful intoxicants
- 971.17 Power models and toy engine units
- 971.19 Firearms and weapons
- 971.21 Camping
- 971.23 Fires
- 971.25 Commercial activities
- 971.27 Erecting and attaching signs
- 971.29 Water activities
- 971.30 Littering
- 971.31 Fireworks and explosives
- 971.32 Pollution of Water
- 971.33 Prohibited activities
- 971.35 Employee exemptions
- 971.37 Ejection from the park
- 971.38 Approval by Council; Director's powers
- 971.99 Penalty

CROSS REFERENCES

- Land appropriation for parks - see Ohio R. C. 715.21, 719.01
- Parks and playgrounds - see Ohio R. C. Ch. 755
- Power to regulate vehicle speed in parks - see Ohio R. C. 4511.07(E)
- Parks and Recreation Board - see ADM. Ch. 159
- Parks and Recreation Trust Fund - see ADM. 159.01

971.01 DEFINITIONS.

Whenever used in this chapter, the meaning of the following words and terms shall be as follows:

"Department" shall mean the City of Reynoldsburg, Parks and Recreation Department.

"Director" shall mean the Director of the Parks and Recreation Department.

"Park" shall mean any land or water area owned, leased or otherwise controlled by the Department.

"Commission" shall mean the Parks and Recreation Commission.

"Parks and recreation department" shall mean the City of Reynoldsburg, Parks and Recreation Department.

"Peace officer" shall mean a City of Reynoldsburg employee qualified to enforce the rules and regulations of the Department pursuant to Section 1545.13 Ohio Revised Code, and every other law enforcement officer of the City of Reynoldsburg, State of Ohio or of any political subdivision thereof, including, but not limited to, State Highway Patrolmen, Sheriffs, Deputy Sheriffs, Constables and Division of Wildlife Officers.

"Person" shall mean any individual, company, partnership, corporation, or association, or combination of individuals, or any employee, agent or officer thereof.

"Park waters" shall mean any lake, pond, stream, channel or other body of water, or any part thereof, whether natural or artificial, located in a park.

"Fish or fishing" shall mean taking or attempting to take fish by any method, and all other acts as placing, setting, drawing or using any device commonly used to take fish whether resulting in such taking or not.

"Animal or animals" shall mean quadrupeds, birds, fish, reptiles, amphibians and insects.

"Motor vehicle" shall mean any vehicle propelled or drawn by power other than muscular power.

"Vehicle" shall mean everything on wheels.

"Watercraft" shall mean any vessel designed for navigation on water, including, but not limited to any rowboat, sailboat or motorboat.

"Motorboat" shall mean any watercraft propelled by any mechanical device, electric motor, or internal combustion engine.

(Ord. 37-03. Passed 5-27-03.)

971.03 PARK HOURS.

All City parks shall be open to the public from ~~6:00 AM-9:30 PM~~ 6:30am--Dusk.

(Ord. 37-03. Passed 5-27-03. Ord. 6-2021. Passed 5-10-2021.)

971.05 USE OF BALL FIELD LIGHTS.

(EDITOR'S NOTE: Section 971.05 was repealed by Ordinance No. 61-2021, passed May 10, 2021.)

971.07 SCHEDULED EVENTS AND ACTIVITIES.

- (a) No person shall schedule a public event in a park without written authorization of the Director.
- (b) Parks and Recreation Department events and programs have priority over any other.
- (c) Events and activities that are not scheduled in advance with the Parks and Recreation Department are subject to cancellation by the Department.
- (d) Exclusive use of some parks or recreational facilities may require payment of a fee and proof of insurance.
- (e) An organization utilizing a park or recreational facility for a reserved or scheduled function shall, as a condition of the reservation and scheduling, be responsible for providing adequate control and supervision over members and guests utilizing the parks or recreation facility. Organizations scheduling and reserving recreational facilities are thereby also insuring that the park or recreational facility used is not damaged by the use of their members and guests at the function. Upon notice and hearing before the Mayor or Hearing Officer designated by him/her, if it is determined that, by the exercise of adequate control and supervision, the organization could have prevented the violation or damage or substantially decreased the likelihood of same occurring, the Mayor or Hearing Officer may thereafter refuse to schedule or reserve a park or recreational facility for the organization for a maximum period of 18 months.
- (f) Actual games will have scheduling priority over practicesessions and scrimmages.
- (g) All organizations and teams are required to submit complete rosters of all participants with name, address and phone number. Failure to do so will result in not being put on the schedule.
- (h) The Parks and Recreation Department will make its best effort to get organizations scheduled into a slot that will work for them.
- (i) The Department will mow the turf associated with the rental (i.e. outfield, soccer field, etc.) and drag the infield of a baseball/softball diamond the field unless otherwise agreed upon. Additional work may require additional payment by the user.
- (j) The organization must provide the Department with their request for field usage.

The request will include the following:

- (1) Name of the organization/team.
 - (2) Contact person(s) with home address and phone number.
 - (3) Complete roster with verifiable addresses and phone numbers for each member of the organization/team.
 - (4) Field(s) requested and the park that fields are located in if known.
 - (5) Days and times requested.
- (k) The organization/team will be required to sign a field use agreement outlining the responsibilities of the organization/team and the Department.
- (l) No user fee is charged for the following:
- (1) Any City of Reynoldsburg sponsored function.
 - (2) Scheduled functions of the Reynoldsburg City Schools.
 - (3) A minimum of \$1,000,000 liability insurance is required for any event in this category. Named as additional insured on the certificate will be the City of Reynoldsburg, its agents, officers, employees and volunteers. This certificate must be provided to the City of Reynoldsburg for review no less than 30 days prior to the event.

(Ord. 37-03. Passed 5-27-03; Ord. 50-04. Passed 5-10-04. Ord. 61-2021. Passed 5-10-2021.)

971.08 PROGRAM AND FACILITY FEES AND CHARGES. (REPEALED)

(EDITOR'S NOTE: Section 971.08 was repealed by Ordinance No. 30-13, passed May 28, 2013.)

971.09 VEHICLES.

- (a) Driving in permitted areas. No person shall operate a vehicle except on and within the roads provided for such vehicles.
- (b) Barricades. No person in a park shall drive around, cause to be moved, or damage any barricade or barrier so placed to temporarily or permanently close a road to traffic.
- (c) Speed. No person in a park shall operate a motor vehicle at a speed greater than 15 miles per hour in a park or recreational facility.
- (d) Parking. No person shall park any vehicle except in places designated for this purpose. All vehicles must park as directed.
- (e) After hours parking. No person shall leave a vehicle in a park during the hours when a park is closed.
- (f) One-way roads. No person in a park shall drive a vehicle on a road or path in the direction other than that indicated by the traffic signs.
- (g) Trucks. No person in a park shall drive a truck, tractor, or other vehicle, which is at that time used for transportation of goods or material, without a permit from the Director.
- (h) Load limits. No person shall operate, move, park, or locate a vehicle, or combination of vehicles, having a gross load capacity in excess of three-fourths of a ton in a park or recreational facility unless the prior approval of the Department of Parks and Recreation is obtained.

(i) Safety. No person shall drive or propel any vehicle along or over any park road in a reckless manner without due regard for the safety of pedestrians and drivers and all other occupants of any vehicle.

g) Impounding vehicles. Vehicles in parks in violation of these Rules and Regulations shall be removed or caused to be removed by peace officers to a location, in or outside of the park where the same may be kept until owners, or their authorized representative, obtain an order from the Director or his/her agents releasing such vehicles to the owners thereof, or their authorized representatives.

(k) No person in a park shall intentionally accelerate a motor vehicle causing the rubber to mark park roadway surfaces.

(l) No person shall park any motor vehicle or other means of conveyance, walk, or trespass upon any area during the hours when a park is closed except by a permit from the Director.

(m) No person who is not handicapped or operating a motor vehicle to transport a handicapped person shall stop, stand, or park any motor vehicle at specifically designated locations provided for the handicapped.

(n) No person shall drive or propel any vehicle along or over any park road without complying with all traffic signs and posted regulations.

(o) No person shall operate any motorized vehicle along any path, walking path, bikeway or skate park without authorization of the Director.

(p) No person, except in an emergency, shall repair a vehicle in any park.

(q) No person shall change oil, wash, wax, polish or otherwise clean any vehicle, in any park.

(r) No person shall operate a snowmobile upon or over any area administered by the department except in those areas so designated.

(s) No person shall operate any vehicle upon the frozen surface of any waterway.

(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021)

971.11 PROTECTION OF NATURAL & ECOLOGICAL ENVIRONMENT.

(a) No person shall injure, deface, disturb, or damage in any manner any part of the park property or part thereof, which is owned, leased, or otherwise controlled by the Parks and Recreation Department; nor shall any trees, shrubs, wildflowers or other plants, animals, fossils or minerals be removed, injured or destroyed.

(b) Special exceptions to the above may be permitted for the purposes of scientific research, if approved guidelines are followed and collecting of natural minerals, plants and animals is authorized by written permit of the Director.

(c) Exceptions to the above could also be made for removal of non-native (alien or exotic) species and trees that present a clear and unacceptable risk as determined by the department personnel and for general accepted land management practices.

(d) No person shall install or plant any materials except with a permit from the Director.

(e) No person shall climb or rappel any rock escarpment or other natural features.

(f) No invasive species to be planted as per federal and state guidelines.

(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

971.13 ANIMALS.

- (a) No person in the confines of the park shall hunt, pursue with dogs, trap, molest, harm harass, injure or disturb wild animals or take wild birds or animals, or therein rob or molest any bird nest or take the eggs of any bird found in the confines of the park.
 - (b) Special exceptions to trapping of wild animals may be permitted for the purposes of scientific research, if approved guidelines are followed; including use of humane live trapping methods and release of the animals, and the trapping is authorized by written permit of the Director.
 - (c) Trapping and removal of non-native or nuisance animals to preserve native wildlife, habitats or the safety of park visitors may be accomplished by park personnel or individual(s) designated by the Parks and Recreation Director.
 - (d) No person in a park shall fish in park waters in violation of any sign or signs prohibiting fishing.
 - (e) No person in a park shall hunt fish with a crossbow.
 - (f) Unless otherwise permitted by State law, no person shall use or possess a firearm or crossbow on the premises of any park owned by the City of Reynoldsburg, except a peace officer or person authorized by the Division of Police of Reynoldsburg.
 - (g) No person in a park shall ride a horse, mule, donkey, cattle, or other animal, in the park without the specific written permission of the Director.
 - (h) No person shall bring into, have, or keep in the park, any animal destructive of wildlife, nor shall any person bring into or permit within the park a domestic dog or domestic cat unless such is under constant control and supervision and held on a leash no longer than six feet in length.
 - (i) No person shall fail to remove feces of animals they own which have defecated in a park or recreational facility.
 - (j) This section does not assure admittance of park visitors with their pets to such locations and at such times as may conflict with the Board of Health requirements or preservation of public safety and order within the park.
 - (k) No person being the owner or having charge of a dog, cat or other animal shall permit the dog, cat or other animal to be present in areas designated or posted as play areas or playgrounds within a park or recreational facility.
 - (l) The City of Reynoldsburg shall have the right to impound or destroy a feral or diseased animal.
 - (m) The Parks and Recreation Department may house non-domesticated animals on park grounds as an exception to the provisions of Chapter 505 of the Codified Ordinances of the City of Reynoldsburg so long as such animals are secured to ensure they are not able to traverse by ground or air at large.
- (Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

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 Reynoldsburg Parks and Recreation 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, without permission, shall enter a clearly marked work zone of tree removal or maintenance.
- (l) 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 5-10-2021.)

971.16 INTOXICATING LIQUOR/CONTROLLED SUBSTANCES, HARMFUL INTOXICANTS.

- (a) No person shall knowingly possess with the purpose to consume any liquor or beer, as defined in Ohio R.C. Chapter 4301, while being in or upon any park.
- (b) For the purposes of subsection (A) of this section, any person found in or upon any park and in possession of any liquor or beer is presumed to knowingly possess the liquor or beer with the purpose to consume such.
- (c) Subsection (A) of this section shall not apply to the following locations:
 - (1) The following parks: Civic Park, Huber Park, JFK Park, Livingston House, Pine Quarry Park, when the possession, sale and/or consumption of liquor or beer is permitted by written authorization from the director of the recreation and parks department.
 - (2) Certain enclosed, public rental shelter houses and/or facilities when the possession, sale and/or consumption of liquor or beer is permitted by written authorization from the director of the recreation and parks department.
- (d) The possession, sale and/or consumption of liquor or beer, when permitted by subsection (C), shall be in compliance with all applicable laws pertaining thereto and with any recreation and parks department administrative rules. Failure to comply with any laws or administrative rules shall be sufficient grounds for immediate revocation of permit.
- (e) No person shall, without the written authorization provided by subsection (C), sell or offer for sale any intoxicating liquor or alcoholic beverage upon the grounds of any park owned and operated by the City.
- (f) No person in a park shall be intoxicated or under the influence of any intoxicating liquor or alcoholic beverage.
- (g) Except as permitted by the Director of the Parks and Recreation Department under this Section, no person in a park shall consume, possess or display the presence of any alcoholic beverage in any park owned by the City of Reynoldsburg.
- (h) No person in a park shall unlawfully sell, or offer for sale or possess any type of narcotic drug, opiate, or hallucinogen, or any equipment for administering such drugs, opiates or hallucinogens or any dangerous drugs or controlled substances.
(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

971.17 POWER MODELS, TOY ENGINE UNITS AND DRONES.

- (a) No person in or adjacent to a park shall operate any engine powered model or toy airplane or solid fuel rocket, without the written authorization of the Director. Such Director has the discretion of determining whether or not authorization should be given based on the other activities in the area and whether or not the operator has the necessary licensing.
- (b) No written authorization shall be given for recreational drone activity in, on, or in the air space above a park owned and operated by the City of Reynoldsburg if such

drone is required to be registered with the Federal Aviation Administration under the FAA Reauthorization Act of 2018 (or as may be periodically amended)

- (1) If an owner or operator of a recreational drone obtains written authorization as provided in Subsection (A), such owner shall not fly the drone above 400 feet above ground level, outside the visual line of sight for the operator, over any group of people, and not within any controlled airspace.
- (2) "Recreational drone activity" shall be defined as the operation of any unmanned aircraft that is operated remotely for the purpose of recreation and not for any pecuniary benefit.

(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

971.19 FIREARMS & WEAPONS.

(a) Unless otherwise permitted by State law, no person, except a police officer, shall possess or discharge a firearm, deadly weapon, dangerous ordnance, air rifle, slingshot or missile throwing device.

(b) Firearms, bows and arrows, knives, air or gas guns, missiles, slingshots or other missile throwing devices or any snares or traps brought into a park may be confiscated by peace officers.

(c) Affirmative defenses to a violation of division (a) hereof are self-defense, the discharge of official duty, when otherwise authorized by law, when participating in a city sponsored Parks and Recreation program or a competition event approved by the Director of Public Safety and, if the event is to be held in municipal park, the Director of Parks and Recreation.

(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

971.21 CAMPING.

No person shall establish or maintain any camp or other temporary lodging place or sleeping place, within the park, without the specific written permit from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.23 FIRES.

(a) No person shall start a fire in the park except small fires for cooking purposes in park grills.

(b) The Director may at his/her discretion prohibit fires for limited periods at any location or for any purpose when necessary for the protection of the park.

(c) The Director may provide written authorization for ceremonial or other open fires for special events or programs. The fire department for the area may require a permit to be issued for said fire.

(d) All fires shall be properly contained and extinguished by the person or persons starting or using the same before leaving the immediate vicinity of the fire.

(e) No person shall collect wood in a park for any purpose.

(f) No person shall place portable stoves or grills in shelters or on combustible picnic tables.

(g) No person shall deposit burning material or hot ashes on grass or plants, or in refuse

containers.

(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

971.25 COMMERCIAL ACTIVITIES.

- (a) No person in a park shall sell or offer for sale any article, privilege, or services unless such sales or offer is pursuant to a contract with the Department.
- (b) No person in a park shall beg, peddle, or solicit for money, a privilege or service.
- (c) No park shall be used for commercial purposes except with a permit from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.27 ERECTING AND ATTACHING SIGNS.

- (a) No person shall expose, distribute, erect or place any sign, handbill, pamphlet, advertisement, circular, notice or statement and no person shall display any banner, emblem or design for the purpose of promoting commercial activity within any park without a permit issued by the director. The purpose of this section is not to prohibit or inhibit the expression of speech on public property but rather to prohibit litter within the park facilities and to preserve the aesthetic nature of the parks.
- (b) Vessels and motor vehicles with semipermanent or permanent painted or installed signs are exempt, as long as they are used for authorized recreational activities only and comply with all other rules and regulations pertaining to vessels and motor vehicles.

(Ord. 37-03. Passed 5-27-03. Ord. 61-2021. Passed 5-10-2021.)

971.29 WATER ACTIVITIES.

No person shall place any boat, canoe, raft or watercraft of any type upon or in a lake, pond, stream or other waters within the boundaries of the park without specific written permission from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.30 Littering, importing of rubbish and trash prohibited and pet owner(s) responsibility.

- (a) No person shall leave, place or dispose of in any manner leaves, grass clippings, garbage, peelings of vegetables or fruit, waste, refuse, rubbish, ashes, can(s), bottle(s), wire, paper carton(s), box(es), motor vehicle or bicycle or wagon parts, furniture, glass, oil, sewage, anything of an unsightly or unsanitary nature under or upon the parks except in a receptacle designated for that purpose.
- (b) No person shall import into any area administered by the department from another place any substance described in subsection (A) of this section.
- (c) No pet owner shall fail to clean up after their pets by collecting and removing feces from park or reservoir property. Pets shall include dogs, cats, or other animals whose owners knowingly bring them into park or reservoir property.
- (d) Section 971.30(C) does not apply to the owner of or person in charge of an animal where that animal is assisting a blind or handicapped person and defecates on property, and such person either is unaware of that fact or is unable to comply with Section 971.30(C). Section 971.30(C) does not apply to law enforcement personnel in charge of

an animal which is assisting such personnel in the performance of official duties.
(Ord. 61-2021. Passed 5-10-2021.)

971.31 FIREWORKS AND EXPLOSIVES.

- (a) No person in a municipal park shall have in his/her possession or ignite any fireworks.
- (b) No person in a municipal park shall have in his/her possession or detonate any explosives or explosive devices.
- (c) All fireworks displays shall be governed by and must comply with Chapter 3743 of the Ohio Revised Code and the penalties for any violations of Chapter 3743 are to be in accordance with Ohio Revised Code Section 3743.99.

(Ord. 37-03. Passed 5-27-03.)

971.32 POLLUTION OF WATER.

No person shall place or permit to be placed in any waterway any noxious or deleterious material or any material which may affect the use or enjoyment of such waters for recreational or other park uses.

(Ord. 61-2021. Passed 5-10-2021.)

971.33 PROHIBITED ACTIVITIES.

- (a) No person in a park shall operate an all-terrain vehicle, air balloon, hang glider, or metal detector.
- (b) No person in a park shall operate a snowmobile, engage in sledding skiing or ice skating except in areas and times designated by the Director.
- (c) Gambling is prohibited unless approved by the director and pursuant to Ohio R.C. Chapter 2915.
- (d) No person shall hit a golf ball or practice golf.

(Ord. 37-03. Passed 5-27-03.)

971.35 EMPLOYEE EXEMPTIONS.

- (a) Acts of employees of the City, to the extent necessary for the performance of their authorized duties shall be exempt from the provisions of these Rules and Regulations.
- (b) The Director may from time to time designate a Department staff member or members to exercise any authority permitted him under these Rules and Regulations.

(Ord. 37-03. Passed 5-27-03.)

971.37 EJECTION FROM THE PARK.

- (a) Peace officers and Department staff members may order any person violating any of the provisions of these Rules and Regulations to leave the park and no person shall fail to obey such orders.
- (b) Any person repeatedly violating rules and regulations may lose the privilege of entering a park for a period of time as designated by the Director therein.

(Ord. 37-03. Passed 5-27-03.)

971.38 APPROVAL BY COUNCIL; DIRECTOR'S POWERS.

The Parks and Recreation Director shall announce his/her intention to act pursuant to and under the authority granted by Section 6.08 of the Charter by filing notice with the Clerk of Council. Any such action shall become effective upon the filing of such notice and shall remain in effect unless disapproved by a resolution of Council within thirty days from the first committee meeting that is held, after the filing of notice with the Clerk of Council. The powers of the Director of Parks and Recreation shall not be limited by the specific enumeration of subjects contained in this chapter.

(Ord. 15-12. Passed 3-12-12; Ord. 30-13. Passed 5-28-13.)

971.99 PENALTY.

- (a) Whoever violates Sections 971.11(a), 971.1S(g), and 971.23(a) shall be guilty of a misdemeanor in the third degree.
- (b) Whoever violates Sections 971.1S(e) and 971.19(a) shall be guilty of a misdemeanor in the first degree.
- (c) Whoever violates Sections 971.08 through 971.1S(a) or 971.16(6) shall be guilty of a minor misdemeanor except as specified in Section 509.03(e)(2).
- (d) Whoever violates section 971.1S(f) shall be subject to the penalties specified in Section 509.011(6).
- (e) Whoever violates Section 971.16(d) shall be subject to the penalties specified in Section 513.03(c).
- (f) Whoever violates Section 971.09(m) shall be subject to the penalties specified in Section 351.04(m).
- (g) Violations of any section of Chapter 971 shall be a minor misdemeanor or cause for ejection from the park unless otherwise specified in Section 971.99.

(Ord. 37-03. Passed 5-27-03.)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: **December 12, 2022**

TO: **Development, Parks and Recreation Committee**

RE: **Amend Chapter 101, Section 101.02 General Definitions**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
-------------------------	--------------------------	---------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

AN ORDINANCE TO AMEND CHAPTER 101 CODIFIED ORDINANCES, SECTION 101.02 GENERAL DEFINITIONS - ADMINISTRATIVE CODE FOR THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, during the recent 2022 General Election, the voters of the City of Reynoldsburg approved a Charter amendment to combine the Planning Commission and the Board of Zoning and Building Appeals into one board to be called the Planning and Zoning Board; and

WHEREAS, the Codified Ordinances of the City of Reynoldsburg (the "Code") must be amended to incorporate the appropriate changes as approved by the voters; and

WHEREAS, in order to most efficiently update the Code to reflect the will of the voters, Section 101.02 shall be amended to clearly state that any and all references to the Planning Commission and/or Board of Building and Zoning Appeals in the Code are interpreted to mean the "Planning and Zoning Board."

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, further changes to the Code necessitated by the will of the voters with their Charter amendment approvals shall be reviewed by City staff and submitted to Council in a timely manner.

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

SECTION 1. That Chapter 101 Codified Ordinances, Section 101.02 General Definitions - Administrative Code shall be amended as follows:

See Exhibit "A" attached hereto and incorporated herein.

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

EXHIBIT A

101.02 GENERAL DEFINITIONS.

As used in the Codified Ordinances, unless another definition is provided or the context otherwise requires:

- (a) "And" may be read "or", and "or" may be read "and", if the sense requires it.
- (b) "Another," when used to designate the owner of property which is the subject of an offense, includes not only natural persons but also every other owner of property.
- (c) "Bond" includes an undertaking.
- (d) "Child" includes child by adoption.
- (e) "Council" means the legislative authority of the Municipality.
- (f) "County" means Franklin or Licking or Fairfield as applicable to that portion of the City located therein.
- (g) "Fire Chief" shall include the Chief of the Fire Department if such Fire Department has been established in the Municipality, and shall include the Fire Prevention Officer if no Fire Department has been established in the Municipality.
- (h) "Imprisoned" shall have the same meaning as in Ohio R.C. 1.05.
- (i) "Internet" means the international computer network of both federal and non-federal interoperable packet switched data networks, including the graphical subnetwork known as the world wide web.
- (j) "Keeper" or "proprietor" includes all persons, whether acting by themselves or as a servant, agent, or employee.
- (k) "Land" or "real estate" includes rights and easements of incorporeal nature.
- (l) "Legislative authority" means the legislative authority of the Municipality.
- (m) "May" is permissive.
- (n) "Municipality" or "City," means the City of Reynoldsburg, Ohio.
- (o) "OAC" refers to the Ohio Administrative Code.
- (p) "Oath" includes affirmation; and "swear" includes affirm.
- (q) "Ohio R.C.," "ORC" or "Revised Code" refers to the Ohio Revised Code.
- (r) "Owner," when applied to property, includes any part owner, joint owner, or tenant in common of the whole or part of such property.

- (s) "Person" includes an individual, corporation, business trust, estate, trust, partnership, and association.
- (t) "Personal property" includes all property except real property.
- (u) "Plan of sewerage," "system of sewerage," "sewer," and "sewers" includes sewers, sewage disposal works and treatment plants, and sewage pumping stations, together with facilities and appurtenances necessary and proper therefor.
- (v) "Premises," as applied to property, includes land and buildings.
- (w) "Property" includes real, personal, mixed estates, and interests.
- (x) "Public authority" includes boards of education; the Municipal, County, State, or Federal government, its officers, or an agency thereof; or any duly authorized public official.
- (y) "Public place" includes any street, sidewalk, park, cemetery, school yard, body of water or watercourse, public conveyance, or any other place for the sale of merchandise, public accommodation, or amusement.
- (z) "Real property" includes lands, tenements, and hereditaments.
- (aa) "Registered mail" includes certified mail; and "certified mail" includes registered mail.
- (bb) "Shall" is mandatory.
- (cc) "Sidewalk" means that portion of the street between the curb line and the adjacent property line intended for the use of pedestrians.
- (dd) "State" means the State of Ohio.
- (ee) "Street" includes alleys, avenues, boulevards, lanes, roads, highways, viaducts, and all other public thoroughfares within the Municipality.
- (ff) "Tenant" or "occupant," as applied to premises, includes any person holding a written or oral lease, or who actually occupies the whole or any part of such premises, alone or with others.
- (gg) "Undertaking" includes a bond.
- (hh) "Week" means seven consecutive days.
- (ii) "Whoever" includes all persons, natural and artificial; partners; principals, agents, and employees; and all officials, public or private.
- (jj) "Writing" includes printing.
- (kk) "Written" or "in writing" include any representation of words, letters, symbols, or figures; this provision does not affect any law relating to signatures.
- (ll) "Year" means twelve consecutive months.

~~(H)~~(mm) Any and all references in these Codified Ordinances to either the “Planning Commission,” “Board of Building and Zoning Appeals”, and/or “BZBA” shall be interpreted to refer to the “Planning and Zoning Board” as established by Section 7.01 of the Charter of the City of Reynoldsburg, and all adjudicative and appellate powers and responsibilities of the “Planning Commission,” “Board of Building and Zoning Appeals,” and/or “BZBA” shall hereinafter be exercised by the Planning and Zoning Board. Any and all appeals from any decision of the Planning and Zoning Board shall be filed in an appropriate court of jurisdiction as allowed by Ohio R.C. Chapter 2506.

(ORC 1.02, 1.05, 1.44, 1.59, 701.01

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: **December 12, 2022**

TO: **Public Service and Transportation Committee**

RE: **Stormwater Rate Increase**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

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

SECTION 1. That Section 958.06 Equivalent Residential Unit Assignment (ERU) of Chapter 958 Stormwater Charges be and is hereby amended in the following manner:

958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.

For the purpose stated in this chapter there is hereby charged to each Utility user and property, lot, parcel of land, building or premises (collectively, "properties") situated within the corporate limits of the City, that is tributary directly or indirectly to the stormwater system, Utility Service Charges determined as provided in this section.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

All properties having impervious area within the City shall be assigned an ERU, or a multiple thereof, which will be at a minimum one ERU.

All improved single-family residential properties are assigned one ERU. A flat rate will apply to all single-family residential properties. All improved single-family residential properties are determined to include impervious area typical of a single-family residence.

All properties having an impervious area which are not improved single-family residential properties are to be assigned by the City Engineer an ERU multiple based upon the properties' estimated impervious area (in square feet) divided by 2,530 square feet (one ERU). This division will be calculated to the second decimal place and rounded according to mathematical convention to the nearest whole ERU.

The Utility Service Charge is ~~\$6.24~~ \$6.36 per month per ERU, which shall be effective from and after January 1, 2023.

SECTION 2. That existing Section 958.06 of Chapter 958 be and is hereby amended.

SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the City to ensure the effective date of January 1, 2023. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: December 12, 2022

TO: Public Service and Transportation Committee

RE: Amend Code Chapter 949, Section 949.07

Approval:

Skipped Joe Begeny	Skipped Chris Shook	Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

949.07 WATER METER SERVICE FEE.

When a permit is issued for a water service connection or a change in meter size, the meter shall be installed by the City on all meters up to and including one and one-half inch. Where the meter is two inches or larger, the meter shall be installed by the applicant, under the inspection and approval of the Water Department. The fees on the meters shall be:

<i>Size of Meter (inches)</i>	<i>Fee</i>
5/8 x 3/4"	Cost plus 50 percent
3/4 1" to 1 1/2" inclusive	Cost plus 38 percent
2" to 6" to 12" inclusive	Cost plus 20 percent

All water meters, shall be maintained by and remain the property of the City.

(Ord. 4-84. Passed 1-9-84.)

AN ORDINANCE TO AMEND CHAPTER 949 WATER REGULATIONS, SECTION 949.07 WATER METER SERVICE FEE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

WHEREAS, the cost to the City for the purchase of meters, meter pits, and other related equipment has increased causing the needs to increase the cost of the City's meter service fees.

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

SECTION 1. That Chapter 949 Water Regulations, Section 949.07 Water Meter Service Fee of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

949.07 WATER METER SERVICE FEE.

When a permit is issued for a water service connection or a change in meter size, the meter shall be installed by the City on all meters up to and including one and one-half inch. Where the meter is two inches or larger, the meter shall be installed by the applicant, under the inspection and approval of the Water Department. The fees on the meters shall be:

<i>Size of Meter (inches)</i>	<i>Fee</i>
5/8 x 3/4	Cost plus 50 percent
1 to 1 1/2 inclusive	Cost plus 38 percent
2 to 6-12 inclusive	Cost plus 20 percent

~~All water meters, shall be maintained by and remain the property of the City.~~

~~(Ord. 4-84. Passed 1-9-84; Ord. 113-17. Passed 10-9-17.)~~

~~SECTION 2. That existing Section 949.07 Water Meter Service Fee be and is hereby amended.~~

~~SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the City to ensure the effective date of January 1, 2023. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.~~

City of Reynoldsburg

Date

Year

New Price Quote Jan 2023 # 34335

29-Nov

2022

New price quote to our customer for 2023 these amounts are what we pay!

Department Water/Wastewater

Location 1615 Truro Dr

Item #	Quantity	Unit	#/Unit/Part	Description	Unit Price	Total
1	0	lpearl	I1S5GLXX	5/8" Meter	\$ 126.63	-
2	0	lpearl	I2S5GLXX	3/4" Meter	\$ 126.63	-
2a	0	PODS	SM50546439005	Pods W/25' 3 Wire	\$ 24.95	-
3	0	lpearl	I4S5GLXX	1" Meter	\$ 163.91	-
4	0	T-PADS	SM50520600001	Touch pads	\$ 21.49	-
4a	0	T-PADS	SM50520600001	Touch pads	\$ 4.28	-
5	0	R-2	R11XXXXG8GAXX	1.5" Omni Meter N/A	\$ -	-
6	0	R-2	R21XXXXG8GAXX	2" Omni Meter N/A	\$ -	-
7	0	C-2	C11XXXXG1GAOX	1.5" Omni Meter	\$ 1,248.50	-
8	0	C-2	C23XXXXG1GAOX	2" Omni Meter	\$ 1,442.81	-
9	0	C-3	C33XXXXG1GAOX	3" Omni Meter	\$ 1,683.74	-
10	0	C-2	C43XXXXG1DAOX	4" Omni Meter	\$ 2,838.80	-
11	0	C-2	C63XXXXG1DAOX	6" Omni Meter	\$ 4,548.53	-
12	0	C-2	C81XXXXG1DAOX	8" Omni Meter	\$ 7,623.99	-
13	0	C-2	CA1XXXXG1DAOX	10" Omni Meter	\$ 9,837.40	-
14	0	T-2	T11XXXXG1GAOX	1.5 Omni Meter	\$ 722.13	-
15	0	T-2	T21XXXXG1GAOX	2" Omni Meter	\$ 866.99	-
16	0	T-2	T31XXXXG1GAOX	3" Omni Meter	\$ 1,143.65	-
17	0	T-2	T41XXXXG1DAOX	4" Omni Meter	\$ 2,227.22	-
18	0	T-2	T61XXXXG1DAOX	6" Omni Meter	\$ 3,827.10	-
19	0	T-2	T81XXXXG1DAOX	8" Omni Meter	\$ 6,476.29	-
20	0	T-2	TA1XXXXG1DAOX	10" Omni Meter	\$ 8,443.76	-
21	0	F-2	F4C	4" Omni Meter	\$ 6,500.47	-
22	0	F-2	F6C	6" Omni Meter	\$ 8,651.57	-
23	0	F-2	F8C	8" Omni Meter	\$ 12,952.57	-
24	0	F-2	F10C	10" Omni Meter	\$ 18,527.10	-
25	0	TR/PL	ER3	SRII & ACCUSTREAM	\$ 57.80	-
26	0	ECR	ER1	SRII & ACCUSTREAM	\$ 50.65	-
27	0	TR	5390753739604M3	TOUCH READER	\$ 502.41	-
28	0	M510M	5396353751201MI	MXU'S NOT PIT SINGLE	\$ 126.07	-
29	0	M520M	5396353752201MI	MXU'S PIT SINGLE	\$ 147.08	-
30	0	M520M	5396353752203MI	MXU'S PIT DUAL PORT	\$ 183.86	-
31	0	M520M	539635375120MI	MXU'S NOT PIT DUAL PORT	\$ 173.35	-
32	0	5/8" MTR	V1VPX3XSGAD ALLY	RSV .1G 3TS 8WHL1A SMART	\$ 463.50	-
33	0	3/4" S MTR	V2VPX3XSGAD ALLY	RSV .1G 3TS 8WHL1A SMART	\$ 463.50	-
34	0	3/4" MTR	V3VPX3XSGAD ALLY	RSV .1G 3TS 8WHL1A SMART	\$ 489.25	-
35	0	FL7501	5390753775001 HHD	16GB 2G RAM GPS 4G/LTE	\$ 8,502.65	-
36	0	FL7502	5390753775002 HHD	16GB 2G RAM GPS 4G/LTE/RF	\$ 11,690.50	-
37	0	FL6001	DOC5390731300005	DOCKING STATION	\$ 927.00	-

Attachment: 2023 Sensus price quote 34335 figured without Ord. 949.07 (154-2022 : Amend Code Chapter 949, Section 949.07)

38	0	SMPCL2 AY	CL5396353704418	SMART POINT COM LINK	\$ 561.35	-
39	0	AG6590	AG5390753765901	AUTOGUN AY CPLT BLUET	\$ 1,339.00	-
40	0	SFTWR	SW5395454700154	ARWIN HHMR MDLE	\$ -	-
Total						-

figured by PAUL HELLMAN

Page 1 of 1

Date

City of Reynoldsburg

New Price Quote Jan 2023 # 34335

Date

29-Nov

Year

2022

New price quote to our customer for 2023 these amounts are what they pay!

Department Water/Wastewater

Location 1615 Truro Dr

Item #	Quantity	Unit	#/Unit/Part	Description	Unit Price	Total
1	0	lpearl	I1S5GLXX	5/8" Meter	\$ 189.95	-
2	0	lpearl	I2S5GLXX	3/4" Meter	\$ 189.95	-
2a	0	PODS	SM50546439005	Pods W/25' 3 Wire	\$ 32.24	-
3	0	lpearl	I4S5GLXX	1" Meter	\$ 226.20	-
4	0	T-PADS	SM50520600001	Touch pads	\$ 30.72	-
4a	0	T-PADS	SM50520600001	Touch pads	\$ 6.24	-
5	0	R-2	R11XXXXG8GAXX	1.5" Omni Meter	\$ 485.10	-
6	0	R-2	R21XXXXG8GAXX	2" Omni Meter	\$ 680.61	-
7	0	C-2	C11XXXXG1GAOX	1.5" Omni Meter	\$ 1,722.93	-
8	0	C-2	C23XXXXG1GAOX	2" Omni Meter	\$ 1,731.37	-
9	0	C-3	C33XXXXG1GAOX	3" Omni Meter	\$ 2,020.49	-
10	0	C-2	C43XXXXG1DAOX	4" Omni Meter	\$ 3,406.56	-
11	0	C-2	C63XXXXG1DAOX	6" Omni Meter	\$ 5,458.24	-
12	0	C-2	C81XXXXG1DAOX	8" Omni Meter	\$ 9,148.79	-
13	0	C-2	CA1XXXXG1DAOX	10" Omni Meter	\$ 11,804.88	-
14	0	T-2	T11XXXXG1GAOX	1.5 Omni Meter	\$ 996.54	-
15	0	T-2	T21XXXXG1GAOX	2" Omni Meter	\$ 1,040.38	-
16	0	T-2	T31XXXXG1GAOX	3" Omni Meter	\$ 1,372.38	-
17	0	T-2	T41XXXXG1DAOX	4" Omni Meter	\$ 2,672.66	-
18	0	T-2	T61XXXXG1DAOX	6" Omni Meter	\$ 4,592.52	-
19	0	T-2	T81XXXXG1DAOX	8" Omni Meter	\$ 7,771.55	-
20	0	T-2	TA1XXXXG1DAOX	10" Omni Meter	\$ 10,132.51	-
21	0	F-2	F4C	4" Omni Meter	\$ 7,800.56	-
22	0	F-2	F6C	6" Omni Meter	\$ 10,381.88	-
23	0	F-2	F8C	8" Omni Meter	\$ 15,543.08	-
24	0	F-2	F10C	10" Omni Meter	\$ 22,232.52	-
25	0	TR/PL	ER3	SRII & ACCUSTREAM	\$ 69.36	-
26	0	ECR	ER1	SRII & ACCUSTREAM	\$ 75.98	-
27	0	TR	5390753739604M3	TOUCH READER	\$ 602.89	-
28	0	M510M	5396353751201MI	MXU'S NOT PIT SINGLE	\$ 189.11	-
29	0	M520M	5396353752201MI	MXU'S PIT SINGLE	\$ 220.62	-
30	0	M520M	5396353752203MI	MXU'S PIT DUAL PORT	\$ 275.79	-
31	0	M520M	539635375120MI	MXU'S NOT PIT DUAL PORT	\$ 260.03	-
32	0	5/8" MTR	V1VPX3XSGAD ALLY	RSV .1G 3TS 8WHL1A SMART	\$ 695.25	-
33	0	3/4" S MTR	V2VPX3XSGAD ALLY	RSV .1G 3TS 8WHL1A SMART	\$ 695.25	-
34	0	3/4" MTR	V3VPX3XSGAD ALLY	RSV .1G 3TS 8WHL1A SMART	\$ 733.88	-
35	0	FL7501	5390753775001 HHD	16GB 2G RAM GPS 4G/LTE	\$ 8,502.65	-
36	0	FL7502	5390753775002 HHD	16GB 2G RAM GPS 4G/LTE/RF	\$ 11,690.50	-
37	0	FL6001	DOC5390731300005	DOCKING STATION	\$ 927.00	-

Attachment: 2023 Sensus price quote figured with Ord. 949.07 (154-2022 : Amend Code Chapter 949, Section 949.07)

38	0	SMPCL2 AY	CL5396353704418	SMART POINT COM LINK	\$ 561.35	-
39	0	AG6590	AG5390753765901	AUTOGUN AY CPLT BLUET	\$ 1,339.00	-
40	0	SFTWR	SW5395454700154	ARWIN HHMR MDLE	\$ -	-
Total						-

figured by PAUL HELLMAN

Page 1 of 1

Date

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Finance and Administration Committee

RE: Contract for City Cyber Insurance for 2023 with Willis Tower Watson and related companies.

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Explanation of legislation and need to have cyber coverage in effect on January 1, 2023.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH WILLIS TOWER WATSON AND RELATED COMPANIES FOR CITY CYBER INSURANCE FOR 2023, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

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 City cyber insurance coverage for a one year period beginning January 1, 2023 and ending December 31, 2023 with Willis Tower Watson, Inc. and its related companies in the amount \$34,374.00

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby suspended.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further that the current policy expires on December 31, 2022; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



QUOTATION SUMMARY

Willis Towers Watson Midwest, Inc.
 Chip Reed
 JP Morgan Chase - Willis Towers Watson M 93076 Network Place
 Chicago, IL 60673-1930

FROM: Jessica Jeziorski for Jonathan Reiner

Outlined below is a summary of the attached quotation obtained for the above noted Insured. The full quote terms, conditions, limitations and exclusions can be found on the attached quote. Please pay special attention to those items found on the quote, and note that in the event of any discrepancies between the information found on this summary and the quote itself, the quote supersedes our summary. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, limitations and exclusions in the quote, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

NAMED INSURED:	City of Reynoldsburg 7232 East Main Street Reynoldsburg, OH 43068	
COVERAGE:	Network Security / Privacy Liability Full Program	
INSURER:	Palomar Excess and Surplus Insurance Co - Non-Admitted	
POLICY TERM:	1/1/2023 - 1/1/2024	
ESTIMATED POLICY PREMIUM:	\$33,924.00	
FEES:	Policy Fee - Carrier	\$450.00
	TOTAL FEES:	\$450.00
ESTIMATED SURPLUS LINES TAX:		
	Surplus Lines Tax	\$1,718.70
	TOTAL TAXES:	\$1,718.70
TOTAL:	\$36,092.70	
AGENT COMMISSION:	11%	

SUBJECTIVITIES:

1. In order to remove the Ransom Event Sublimit Endorsement it is required to fully implement MFA for 1) Email (all users), 2) Critical System Access, 3) Cloud Application Access and 4) Admin Accounts.
2. Highly recommend testing backups.
3. Submitted Cowbell and AIG Applications re-signed and dated within 30 days of the effective date.
4. An incident response plan required to be put in place within 60 days post policy effective date. Cowbell Cyber can Help with this: <https://cowbell.insure/incident-response-plan/>
5. OH Tax Affidavit (page 4)



SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

BINDING INSTRUCTIONS

We will only bind coverage in writing after we receive a written request from you to bind coverage.

Failure to provide or comply with these subjectivities might results in a refusal to bind or cancellation of coverage, at the insurer's option. Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information is received. You must notify us of any material change in the risk exposure occurring after submission of the application. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will supersede the quote.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.

This quote summary, the quote, the fees quoted and our advice, is confidential. This quote summary and the quote constitutes the entire understanding and supersedes any and all agreements and communications respecting the insurance offered. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.



PREMIUM FINANCE

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by Ryan Specialty, LLC (RSG) affiliates, please contact your RSG representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

Unless this quote is amended or withdrawn it is valid for 30 days from the date shown above, or the proposed effective date, whichever is earlier. This quote can be amended or withdrawn at any time prior to acceptance by the insured. If the quote included with this letter provides otherwise, or in any way conflicts with this letter, the terms of the quote shall govern and control.



Mike DeWine, Governor
Jon Husted, Lt Governor

Department
of Insurance

Jillian Froment, Director

Surplus Lines Statement

OPRAS-P&C Division, 50 W Town Street, 3rd Floor - Suite 300, Columbus OH 43215
614-644-2635 | Fax 614-728-1280 | insurance.ohio.gov

NOTE: Form is to be returned to the broker or agent, not to the Ohio Department of Insurance

PART 1. STATEMENT OF SURPLUS LINE BROKER OR ORIGINATING AGENT

_____ acknowledges that he/she is a duly licensed full multiple line agent currently licensed with insurance companies, other than life, authorized to do business in Ohio or he/she is a duly licensed surplus line broker pursuant to section 3905.30 of the Ohio Revised Code and that after due diligence, he/she is unable to procure the insurance policy described below from insurers authorized to do business in Ohio to which he/she is a licensed agent.

Property or risk to be insured: _____

He/she acknowledges that he/she has complied with the applicable requirements of due diligence as set forth in section 3905.33 of the Ohio Revised Code, and has explained to the insured the meaning of the signed statements prior to binding coverage and received declinations for the reasons set forth below from the following authorized insurer(s) to which he/she is so licensed and which are known to him/her to customarily write the kind of insurance described above.

INSURERS	REASONS
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Signature of Surplus Line Broker or Originating Agent

PART 2. SIGNED STATEMENT OF INSURED AS REQUIRED BY SECTION 3905.33 OF THE OHIO REVISED CODE

The named insured _____, acknowledges that the insurance policy (other than life insurance) as described above is to be placed with an insurance company not authorized to do business in Ohio. The insured understands that the insurance company is not a member of the Ohio Insurance Guaranty Association and that Chapter 3955 of the Ohio Revised Code is not applicable to claimants or insureds of said insurance company. The surplus line broker shall collect the Ohio tax of five percent of the amount of the premium for the insurance policy at the time the insurance policy is delivered to the insured.

Signature of Insured: _____

NOTE: Form is to be returned to the broker or agent, not to the Ohio Department of Insurance

Attachment: City of Reynoldsburg - Renewal Quote (Cowbell) (155-2022 : 2023 Cyber Coverage with Willis Tower Watson)

CYBER COVERAGE WITH CLOSED LOOP RISK MANAGEMENT

Get peace of mind with a Cowbell cyber insurance policy. Cowbell Prime, our standalone cyber insurance program is delivered on an admitted or surplus basis depending on the state and is backed by top global reinsurers.



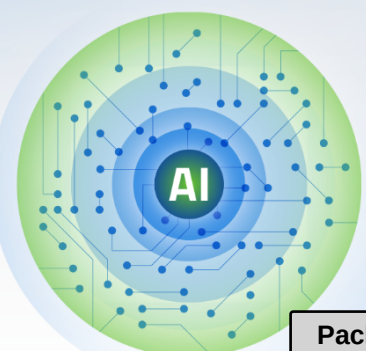
CYBER INSURANCE MADE EASY

A pioneer in cyber insurance, Cowbell innovates to make cyber insurance easy and brings clarity to cyber coverage for organizations like yours:

- ▶ Get limits and coverages dedicated solely to cyber events
- ▶ Get coverage for multiple categories of cyber threats – not just data breaches
- ▶ Cowbell cyber policies are not “one size fits all” – they are matched to your needs and unique risk exposure

THE UNIQUE COWBELL APPROACH

Gain complete insight into your organization’s risk exposure using Cowbell Cyber’s early warning system. From risk discovery to remediation, our AI-powered risk resources help you improve your risk profile.



COWBELL AGGREGATE FACTOR: BENCHMARKING RISK

Cowbell Factors are a set of risk ratings that continuously assess your organization for cyber risks. Your company aggregate factor provides an immediate benchmark of your organization against its industry peers.



COWBELL FACTORS: CONTINUOUS RISK ASSESSMENT

Cowbell Factors are compiled using hundreds of data points from multiple sources: public databases, third-party vendors, proprietary external scanners, dark web intelligence, and compliance information. Cowbell applies artificial intelligence algorithms to model risks and generate Cowbell Factors which define an organization's risk profile.

Your Cowbell Factors



GET VALUE FROM YOUR POLICY ON “DAY ONE”



Cybersecurity awareness training for your employees.



Cowbell Insights™: get real-time recommendations on how to improve your risk profile.



Cyber risk resources available on-demand on Cowbell's platform

GET DEEPER INSIGHTS WHEN ACTIVATING COWBELL CONNECTORS

Activate Cowbell Connectors to get more thorough risk assessments and improve visibility – at no additional charge – into security weaknesses you might not be aware of.



MICROSOFT
365



GOOGLE
CLOUD



AMAZON WEB
SERVICES



QUALYS

proofpoint.

PROOFPOINT

Secureworks®

SECUREWORKS



SECURITY
STUDIO



SAFEGUAR
CYBER

ACCESS RESOURCES THROUGHOUT THE LIFECYCLE OF RISKS

Don't wait for an incident to benefit from the risk resources bundled with your policy. Contact our risk engineering team to review your security practices or identify partners that can help you prevent cyber incidents.





COWBELL CYBER INSURANCE QUOTE - PRIME 250

City of Reynoldsburg

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Quote Number	QCB-250-DNGLSM4M	
Name of Insured	City of Reynoldsburg	
Mailing Address	7232 E Main St, Reynoldsburg, OH, 43068-2080	
Email Address	sboller@ci.reynoldsburg.oh.us	
Revenue	\$59,000,000.00	
# Of Employees	179	
Year Established	1880	
Policy Period	From: 01/01/2023 (Effective Date) To: 01/01/2024 (Expiration Date) Both dates at 12:01 AM Insured Local Time	
Policy Term	365 days	
Policy Premium	Estimated Premium (without TRIA)	\$33,588.12
	TRIA	\$335.88
	Underwriting Fees	\$450.00
	TOTAL AMOUNT	\$34,374.00
Aggregate Limit	\$2,000,000	
Insured State	OH	

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. **If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy.** The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

Attachment: City of Reynoldsburg - Renewal Quote (Cowbell) (155-2022 : 2023 Cyber Coverage with Willis Tower Watson)



COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ Liability Costs	\$2,000,000	\$40,000	-	Full Prior Acts
✓ PCI Costs	\$2,000,000	\$40,000	-	Full Prior Acts
✓ Regulatory Costs	\$2,000,000	\$40,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ Cowbell Breach Fund	\$2,000,000	\$40,000	-	-
✓ Data Restoration Costs	\$2,000,000	\$40,000	-	-
✓ Extortion Costs	\$2,000,000	\$40,000	-	-
✓ Business Impersonation Costs	\$2,000,000	\$40,000	-	-
✓ Reputational Harm Expense	\$1,000,000	-	12 Hours	01/01/2022
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ Business Interruption Loss	\$2,000,000	\$40,000	12 Hours	-
✓ Contingent Business Interruption Loss	\$2,000,000	\$40,000	12 Hours	-
✓ System Failure	\$2,000,000	\$40,000	12 Hours	-
✓ Contingent System Failure	\$2,000,000	\$40,000	12 Hours	-
✓ Cyber Crime Loss	\$250,000	\$40,000	-	-
✓ Bricking Costs	\$1,000,000	\$40,000	-	-
✓ Criminal Reward Costs	\$100,000	-	-	-



ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ California Consumer Privacy Act	\$2,000,000	\$40,000	-	Full Prior Acts
✓ General Data Protection Regulation	\$2,000,000	\$40,000	-	Full Prior Acts
✓ Utility Fraud Attack	\$100,000	\$40,000	-	-
✓ Media Liability	\$2,000,000	\$40,000	-	Full Prior Acts
✓ Cryptojacking	\$100,000	\$40,000	-	-

AMENDATORY ENDORSEMENTS

✓ BIPA Exclusion Endorsement
✓ Cyber Terrorism Amendatory Endorsement
✓ Ransom Event Sublimit Endorsement

Limit: \$500,000; Deductible: \$40,000

Attachment: City of Reynoldsburg - Renewal Quote (Cowbell) (155-2022 : 2023 Cyber Coverage with Willis Tower Watson)



ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Policy Declarations - Prime 250	PRIME 250SL 002 09 21
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL PL 0921
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 PL 09 21
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
Cryptojacking	PRIME 250SL 009 09 20
Ransom Event Sublimit Endorsement	PRIME 250SL 049 02 22
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
Cyber Terrorism Amendatory Endorsement	PRIME 250SL 050 08 22
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20

Attachment: City of Reynoldsburg - Renewal Quote (Cowbell) (155-2022 : 2023 Cyber Coverage with Willis Tower Watson)



SUBJECTIVITIES - PRIME 250

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions. 1. 2. 3.

This quote is also subject to the satisfaction of the following conditions:

- In order to remove the Ransom Event Sublimit Endorsement it is required to fully implement MFA for 1) Email (all users), 2) Critical System Access, 3) Cloud Application Access and 4) Admin Accounts.
- Highly recommend testing backups.
- Submitted Cowbell and AIG Applications re-signed and dated within 30 days of the effective date.
- An incident response plan required to be put in place within 60 days post policy effective date. Cowbell Cyber can help with this: <https://cowbell.insure/incident-response-plan/>

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



DESCRIPTIONS - PRIME 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

✓ Liability Costs

Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.

✓ PCI Costs

Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.

✓ Regulatory Costs

Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.

✓ Cowbell Breach Fund

Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.

✓ Data Restoration Costs

Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.

✓ Extortion Costs

Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).

✓ Business Impersonation Costs

Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.

✓ Reputational Harm Expense

Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation

✓ Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

✓ Contingent Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

✓ System Failure

Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

✓ Contingent System Failure

Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system



DESCRIPTIONS - PRIME 250

✓ Cyber Crime Loss

Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.

✓ Bricking Costs

Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.

✓ Criminal Reward Costs

Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.

✓ California Consumer Privacy Act

Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.

✓ General Data Protection Regulation

Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.

✓ Utility Fraud Attack

Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.

✓ Media Liability

Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.

✓ Cryptojacking

Coverage for the financial loss resulting from the unauthorized access or unauthorized use of computer systems to mine for digital currency that directly results in additional costs incurred by the insured organization for computing resources.



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

OHIO SURPLUS LINES NOTICE

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

Attachment: City of Reynoldsburg - Renewal Quote (Cowbell) (155-2022 : 2023 Cyber Coverage with Willis Tower Watson)

NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and your policy (including its endorsements), the provisions of your policy (including its endorsements) shall prevail.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly by the U.S. Department of State. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces economic and trade sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you and any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CUSTOMER NOTICE OF PRIVACY POLICY AND PRODUCER COMPENSATION PRACTICES DISCLOSURE

Privacy Policy Disclosure

Your privacy is important to us. We will keep the information you provide to us secure and handle it only as permitted by law. This notice tells you about our Privacy Policy and how we handle your information.

“Personal information” is information that identifies you as an individual and is not otherwise available to the public. It includes personal financial information and personal health information. We collect personal information to service your application, account and claims and to support our business functions.

We will continue to follow our Privacy Policy regarding personal information even when a business relationship no longer exists between us.

Collection of Information

We collect personal information so that we may offer quality products and services. We may obtain personal information from the following sources:

- Directly from you, such as your name, address and social security number.
- Directly from us, such as your premium payment history.
- From third parties, such as companies that have your driving record or claims history.
- From medical professionals or medical records.
- From inspections or photos taken of your property.
- From consumer report agencies. Upon request, we will tell you how to get a copy of this report. The agency that prepares the report for us may retain the report and disclose it to others as permitted by law.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's “do not track” signals or similar mechanisms that request us to take steps to disable online tracking. You may be able to set your browser to reject cookies. Please review your browser or device's “Help” file to learn the best way to modify your settings. Please note that rejecting cookies may disrupt certain functionality of the Website.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with third parties such as:

- Third parties who perform professional, insurance or business functions for us.
- Insurance institutions, agents or consumer reporting agencies in connection with any application, policy or claim involving you or your policy.
- Claims adjusters, appraisers and others to defend or settle claims involving your policy.
- An insurance regulatory authority in connection with the regulation of our business, or to a law enforcement agency, governmental authority or other authorized person or institution to protect our legal interests, detect or prevent insurance fraud or criminal activity, or as otherwise permitted or required by law.
- Businesses that conduct scientific or actuarial research.
- Lienholders, mortgagees, lessors or other persons having a legal or beneficial interest in your property.

We will not sell or share your personal financial information with anyone for purposes unrelated to our business functions without offering you the opportunity to “opt-out” or “opt-in” as required by law.

We only disclose personal health information with your authorization or as otherwise allowed or required by law.

Safeguards to Protect your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information.

Internal Access to Information

We restrict access to your non-public personal information to those employees who need to know it in order to provide products and services to you, and we train our employees on how to handle and protect that information. Our employees have access to personal information in the course of doing their jobs, such as:

- underwriting policies;
- paying claims;
- developing new products; or
- advising customers of our products and services.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- audit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

Access to Information

You have the right to request access to the personal information that we record about you, to have reasonable access to it and to receive a copy. To do so, contact us at:

Palomar Excess and Surplus Insurance Company
7979 Ivanhoe Ave., Suite 500,
La Jolla, CA 92037
privacy@plmr.com

Please include your complete name, address, and policy number(s), and indicate specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge. We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a

record indicating that the information was provided to another party we will tell you to whom such information is normally disclosed.

There is information that that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy or when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Changes to this Policy

We will periodically review and revise our Privacy Policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our Privacy Policy is found to be noncompliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this Privacy Policy will remain in effect.

Contact

For more detailed information about our Privacy Policy, visit our website: www.plmr.com.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers". We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay an additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us.



COWBELL CYBER RISK INSURANCE POLICY – PRIME 250

WITH RESPECT TO INSURING AGREEMENT C. THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS FIRST PARTY EXPENSE AND FIRST PARTY LOSS UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO DEDUCTIBLES.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of premium and in reliance upon all statements made and information furnished to the **Insurer**, including the statements made in the **Application**, and subject to all terms, conditions and limitations in this **Policy**, the **Insured** and **Insurer** agree as follows:

SECTION I. INSURING AGREEMENTS

Only the Insuring Agreements with Limits shown in the Cowbell Cyber Risk Insurance Declarations apply.

A. FIRST PARTY EXPENSE COVERAGE

The **Insurer** will pay on behalf of the **Insured**, all **First Party Expense** directly resulting from a **Cyber Event** which is first discovered by the **Insured** during the **Policy Period** or Extended Reporting Period (if applicable).

First Party Expense means the following necessary and reasonable costs incurred by the **Insured** (whether voluntary or otherwise) with the **Insurer's** consent and which consent will not be unreasonably withheld:

- (1) Cowbell Breach Fund which includes:
 - (a) **Forensics**;
 - (b) **Notification**;
 - (c) **Identity Monitoring Services**;
 - (d) **Incident Response**;
 - (e) **Crisis Management**;
 - (f) **Incident Consultation**;
 - (g) **Overtime Salaries**; and
 - (h) **Healthcare Records Remediation Service**.
- (2) **Data Restoration**;
- (3) **Extortion Costs**;
- (4) **Business Impersonation Costs**; and
- (5) **Reputational Harm Expense**.

B. FIRST PARTY LOSS COVERAGE

The **Insurer** will reimburse the **Insured**, all **First Party Loss** directly resulting from a **Cyber Event** which is first discovered by the **Insured** during the **Policy Period** or Extended Reporting Period (if applicable).

First Party Loss means the following:

- (1) **Business Interruption Loss**;
- (2) **Contingent Business Interruption Loss**;
- (3) **System Failure Business Interruption**;
- (4) **System Failure Contingent Business Interruption**;

- (5) **Cyber Crime Loss;**
- (6) **Bricking Costs;** and
- (7) **Criminal Reward Costs.**

First Party Loss does not include **Liability Expense**.

C. LIABILITY EXPENSE COVERAGE

The **Insurer** will pay on behalf of the **Insured**, all **Liability Expense** for a **Claim** first made and reported to the **Insurer** during the **Policy Period** or Extended Reporting Period (if applicable) directly resulting from a **Cyber Event** which is first discovered by the **Insured** during the **Policy Period**.

Liability Expense means:

- (1) **Liability Costs**
 - (a) **Defense Expenses;**
 - (b) Monetary damages the **Insured** becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements;
 - (c) Punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages;
- (2) **PCI Costs;** and
- (3) **Regulatory Costs.**

Liability Expense does not include: (1) **First Party Expense**; (2) **First Party Loss**; (3) taxes, the return or repayment of fees, deposits, commissions, royalties, future profits or charges for goods or services; (4) the costs incurred in the recall, re-performance or correction of services, content, goods or activities; costs to comply with injunctive or other non-monetary relief, including specific performance or any agreement to provide such relief; (5) liquidated damages pursuant to a contract, to the extent such amount exceeds the amount for which the **Insured Organization** would have been liable in the absence of such contract; or (6) matters which are uninsurable pursuant to the applicable law to which this **Policy** is construed.

SECTION II. DEFINITIONS

- A. **Application** means the application accepted for the issuance of this **Policy** by the **Insurer**, including any and all materials and information submitted to the **Insurer** in connection with such application.
- B. **Bricking Costs** means the reasonable and necessary costs, subject to the **Insurer's** prior consent, to replace, remediate or improve the **Insured's Computer System**. Such costs must be incurred as a direct result of a **Network Security Incident** and must be in excess of expense the **Insured** would have incurred had there been no **Network Security Incident**.
- C. **Business Impersonation** means the fraudulent communications (including but not limited to communications transmitted by website, email or phone call) from a third party designed to impersonate the **Insured Organization** or an individual **Insured**, with the goal of deceiving any individual, or any vendor or supplier of the **Insured Organization**, into sharing credentials or **Protected Information** with such third party.
- D. **Business Impersonation Costs** means the costs to inform potentially impacted individuals, vendors or suppliers of a **Business Impersonation**.
- E. **Business Interruption Loss** means **Income Loss** and **Extra Expense** incurred by the **Insured Organization** during the **Period of Recovery** which exceeds the **Waiting Period**, due to an **Interruption of Service** as a result of a **Network Security Incident**.

- F. **Claim** means any: (1) written demand for **Money** or non-monetary relief, written demand for arbitration or written request to toll or waive a statute of limitations received by the **Insured**; (2) civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading, against the **Insured**; (3) administrative or regulatory investigation, inquiry, suit, proceeding, prosecution or governmental actions against the **Insured** solely with respect to a **Privacy Incident**; (4) an arbitration or other alternative dispute resolution proceeding against the **Insured** for monetary damages or non-monetary or injunctive relief, commenced by the **Insured's** receipt of a request or demand for such proceeding, including any appeal thereof; or (5) written notice received by the **Insured** for **PCI Costs** from a third party, with whom the **Insured Organization** has entered into a **Payment Card Services Agreement**, as a result of actual or alleged non-compliance with the **PCI DSS**.
- G. **Client** means any person or entity with whom **Insured** has entered into a written contract to provide services or deliverables.
- H. **Computer System** means:
- (1) Computer hardware;
 - (2) **Software**;
 - (3) Firmware and associated input and output devices;
 - (4) Mobile and wireless devices;
 - (5) Data storage devices;
 - (6) Networking equipment;
 - (7) Storage area network;
 - (8) Backup facilities; and
- Computer System** also means any of the foregoing that are:
- (a) part of an Industrial Control System (ICS), which are controls, systems and instrumentation used to operate or automate industrial processes; or
 - (b) operated by and either owned by or leased to the **Insured Organization**; or
 - (c) systems operated by a third-party service provider and used for the purpose of providing hosted computer application services, including cloud services, to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's Electronic Data**, pursuant to written contract with the **Insured Organization** for such services.
- I. **Contingent Business Interruption Loss** means **Income Loss** and **Extra Expense** incurred by the **Insured Organization** resulting from an **Interruption of Service** of a **Service Provider's Computer System**, but only if such **Interruption of Service** would have been covered under this **Policy** if such **Service Provider** had been **Insured**, applying the same terms and conditions herein.
- J. **Criminal Reward Costs** means any amount offered by the **Insured** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this **Policy**. **Criminal Reward Costs** does not include, and this **Policy** will not cover, any amount offered and paid for information provided by the **Insured**, the **Insured's** auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
- K. **Crisis Management** means public relations or crisis communication services for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured**.
- L. **Cyber Crime Incident** means:
- (1) **Telecommunications Hack**;
 - (2) **Social Engineering Attack**;
 - (3) **Reverse Social Engineering Attack**; or
 - (4) **Transfer of Funds Loss**

M. Cyber Crime Loss means:

- (1) charges incurred by the **Insured** from its telecommunications provider, directly resulting from a **Telecommunications Hack**; and
- (2) loss of **Money** or **Digital Currency** directly resulting from any of the following:
 - (a) **Social Engineering Attack**;
 - (b) **Reverse Social Engineering Attack**; or
 - (c) **Transfer of Funds Loss**.

Cyber Crime Loss does not include any amounts reimbursed or reversed by a financial institution.

N. Cyber Event means:

- (a) **Privacy Incident**;
- (b) **Network Security Incident**; or
- (c) **Cyber Crime Incident**.

With respect to I.C.I. Liability Costs, **Cyber Event** also means **Media Incident**.

O. Cyberterrorism means the use of information technology to execute attacks or threats by any person or group, whether acting alone, or on behalf of, or in connection with, any individual, organization, or government, with the intention to:

- (1) cause harm;
- (2) intimidate any person or entity; or
- (3) cause destruction or harm to critical infrastructure or data, in furtherance of financial, social, ideological, religious, or political objectives;

which results in a threat or harm to **Your Network Security**.

P. Data Restoration means replacement, restoration, recreation or recovery of data residing on an **Insured's Computer System** which is compromised as a direct result of a **Network Security Incident**. If such data is unable to be replaced, restored, recreated or recovered, then **Data Restoration** is limited to the costs to make this determination.

Q. Defense Expenses means reasonable and necessary costs, charges, fees (including but not limited to attorneys' fees, legal fees, and experts' fees) and expenses (except for wages, salaries, fees, bonuses or stock options, or any other form of compensation of the **Insured** or the directors, officers or employees of the **Insured**) incurred by or on behalf of the **Insured** in defending or investigating **Claims** under this **Policy**, as well as the premium for any appeal, attachment or similar bonds, provided that the Insurer shall have no obligation to apply for or furnish such bonds. **Defense Expenses** do not include **First Party Loss** or **First Party Expense**.

R. Denial of Service Attack means a malicious attack that is designed to slow or completely interrupt access to a **Computer System** or website.

S. Digital Currency means a type of digital currency that:

- (1) requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
- (2) is both stored and transferred electronically; and
- (3) operates independently of a central bank or other central authority.

T. Electronic Data means information that exists in electronic form, including electronic **Personally Identifiable Information** and electronic **Protected Information**. **Electronic Data** does not include **Software** or **Digital Currency**.

U. Extortion Costs means:

- (1) expenses to investigate the cause of an **Extortion Threat** and to discover if any **Privacy Incident** has occurred; and
- (2) payment amounts, including the actual costs to execute such payment amount (whether in **Digital Currency** or traditional currency) in response to an **Extortion Threat**.

V. Extortion Threat means a credible threat or series of threats to cause a **Privacy Incident** or **Network Security Incident**.

W. Extra Expense means the actual costs incurred by the **Insured** in excess of its normal operating expenses to reduce or avoid **Income Loss** provided they are in excess of expenses the Insured would have incurred had there been no **System Failure** or **Network Security Incident**.

Extra Expense does not include: (1) **Data Restoration**; (2) the costs to replace, remediate or improve the **Computer System** other than the coverage provided in **First Party Loss** and **First Party Expense**; (3) **Bricking Costs**; (4) costs to identify or remove software program errors, or to establish, implement or improve network or data security practices, policies or procedures; (5) costs or expenses that exceed the amount of **Income Loss** that is thereby reduced or avoided; and (6) consequential or liquidated damages, fines, interest, or penalties of any nature, however denominated, arising by contract.

Extra Expense does not mean and will not include costs for better computer systems or services than the Insured had before a **System Failure** or **Network Security Incident**, including upgrades, enhancements and improvements.

However, this will not apply if the cost for a more current or secure version of a **Computer System** is:

- 1. no more than 25% greater than the cost that would have been incurred to repair or replace the **Computer System** the **Insured** had before a **Network Security Incident**; or
- 2. substantially equivalent to (or less than) the cost to repair or replace the **Computer System** the **Insured** had before a **System Failure** took place.

Under no circumstances will the **Insurer** pay costs of acquiring or installing **Computer Systems** which did not form a part of the **Insured's Computer Systems** immediately prior to the **Network Security Incident**.

X. First Party Expense. See **Policy** Section I, A.

Y. First Party Loss. See **Policy** Section I, B.

Z. Forensics means the reasonable investigation and analysis charged by third-party service providers of the **Computer System** to determine the cause, extent, and scope of a **Privacy Incident** or **Network Security Incident**. **Forensics** does not include **Incident Response**.

AA. GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679) and any amendment thereto. The **GDPR** shall also include any state, provincial, territorial, local, or federal regulations enacted in furtherance of or pursuant to implementation of the General Data Protection Regulation (Regulation (EU) 2016/679) and any amendment thereto.

BB. GDPR Proceeding means a formal investigation of or an administrative adjudication proceeding against an **Insured** concerning the **GDPR** by an administrative or regulatory agency, including an appeal thereof, commenced by the **Insured's** receipt of a subpoena, investigative demand, complaint, or similar document.

CC. Healthcare Records Remediation Service means the following services:

- (1) Conducting credit and non-credit investigations to identify fraudulent use of protected health information;

- (2) Establishing a hotline for the **Insured's** potentially affected individuals in compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH) (U.S.) requirements or the requirements of any similar Canadian federal, provincial or territorial law, act, statute or regulation; and
- (3) Conducting healthcare identity restoration services for **Insured's** potentially affected individuals.

DD. Identity Monitoring Services means credit monitoring, identity monitoring or identity restoration services and identification theft insurance (provided we shall have no obligation to furnish such insurance), for a period of up to two years (or more if required by law) for individuals whose **Protected Information** was or may have been impacted as a direct result of a **Privacy Incident**.

EE. Incident Consultation means necessary and reasonable costs charged by a law firm, forensics and/or public relations firm designated by the **Insurer** to provide immediate consultative services following the **Insured's** discovery of an actual or suspected **Privacy Incident** or **Network Security Incident**. **Incident Consultation** does not include **Incident Response**.

FF. Incident Response means the costs and expenses charged by the law firm, forensics and/or public relations firm, designated by the **Insurer** to coordinate the investigation and response efforts following a **Privacy Incident** or **Network Security Incident**, and including those costs and expenses required to comply with **Privacy and Security Regulations** concerning such **Privacy Incident** or **Network Security Incident**.

GG. Income Loss means the **Insured Organization's** measurable net profit before income taxes that the **Insured Organization** would have earned had no intervening event taken place, or the net loss before income taxes the **Insured Organization** is unable to avoid, during the **Period of Recovery**.

HH. Insured means the **Insured Organization** as well as any past, present or future: director, officer, board member, trustee, owner, partner, principal, manager, and employee (including full time, part time, temporary, leased, seasonal, independent contractor and volunteer) but only for acts performed within the scope of their duties on behalf of the **Insured Organization**.

II. Insured Organization means **Named Insured** and any **Subsidiary**.

JJ. Insurer means the entity issuing this **Policy** listed on the Declarations.

KK. Interrelated Incident means any **Privacy Incidents**, **Network Security Incidents**, **Cyber Crime Incidents** or **Media Incidents** that have as a common nexus any: (1) fact, circumstance, situation, event, transaction or cause; or (2) series of causally connected facts, circumstances, situations, events, transactions or causes.

LL. Interruption of Service means the actual and measurable interruption or degradation in performance of the **Insured's Computer System**. **Interruption of Services** also means a voluntary shutdown of the **Insured's Computer System** when such action is taken to minimize, avoid or reduce **Unauthorized Access** or **Unauthorized Use**.

MM. Liability Expense. See **Policy** Section I, C.

NN. Money means currency, coins or bank notes in current use and having face value; and traveler's checks, registered checks, or money orders held for sale to the public.

OO. Media Incident means any actual or alleged:

- (1) Defamation, slander, libel, or product disparagement alleged by a person or organization

that claims to have been defamed, slandered or libeled, or by a person or organization that claims that his, her or its products have been disparaged;

- (2) Appropriation of name or likeness or publicity that places a person in a false light; or public disclosure of private facts;
- (3) Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
- (4) Copyright infringement, plagiarism, or misappropriation of information or ideas; or
- (5) Improper deep linking or framing;

directly resulting from publication of content on the **Insured Organization's** website, in its printed material, or posted by or on behalf of the **Insured** on any social media site.

Media Incident shall not include false advertising or labeling on the **Insured's** products or services.

PP. Named Insured means the legal entity stated in Item 1. of the Declarations.

QQ. Negative Publicity Event means a communication via any medium, including but not limited to television, print, radio, electronic, or digital form regarding previously non-public information specifically arising from an actual or alleged **Privacy Incident**, **Network Security Incident**, **Media Incident**, or **Cyber Crime Incident** that threatens to, or actually does, negatively and material harm the **Insured's** reputation.

RR. Negative Publicity Event Waiting Period means the corresponding amount of hours, as shown in Section 1.A. Item 5. of the Declarations applicable to the **Reputational Harm Expense**, beginning with the time that a **Negative Publicity Event** is first discovered.

SS. Network Security Incident means the **Insured's** actual or alleged failure to prevent: (1) **Unauthorized Access** to or **Unauthorized Use** of the **Computer System** or **Third-Party Network**; (2) a **Denial of Service Attack** upon or directed at the **Computer System** or **Third-Party Network**; or (3) malicious code or computer virus created or transmitted by or introduced into the **Computer System** or **Third-Party Network** that does or could destroy, alter, manipulate, or degrade the integrity or performance of a **Computer System**.

TT. Notification means sending notice and providing call center services for individuals whose **Protected Information** was or may have been impacted as a direct result of a **Privacy Incident**.

UU. Overtime Salaries means the reasonable overtime salaries paid to employees of the **Insured** assigned to handle inquiries from the parties affected by a **Cyber Event**.

VV. Payment Card Services Agreement means a written agreement between the **Insured Organization** and a financial institution, a payment card company or payment card processor which enables the **Insured Organization** to accept credit, debit, prepaid or other payment cards as payment for goods or services provided by the **Insured Organization**.

WW. PCI Costs means amounts the **Insured Organization** is legally obligated to pay under a **Payment Card Services Agreement** including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PCI forensic investigator; and (8) costs or expenses incurred in connection with a **PCI DSS** compliance audit. **PCI Costs** will not include any amount levied against the **Insured** for non-compliance with **PCI DSS** that continues after the **Insured** has notice of such non-compliance or costs or expenses incurred to update or improve privacy or network security controls, policies, or procedures to a level beyond that which existed prior to the event giving rise to PCI Costs or to be compliant with applicable Payment Card Industry Data Security Standards.

XX. **PCI DSS** means the Payment Card Industry Data Security Standards now in effect or as amended.

YY. **Period of Indemnity** means the period of time beginning at the conclusion of the **Negative Publicity Event Waiting Period** and ending at the earlier:

- (1) the date that the **Insured** discontinues to suffer a loss of net income; or
- (2) six months after the conclusion of the **Negative Publicity Event Waiting Period** and not limited by the expiration of the **Policy Period**

ZZ. **Period of Recovery** is the continuous period of time that begins at the time of **Interruption of Service** of the **Computer System** and ends when the **Computer System** is reasonably restored or repaired, or in the exercise of due diligence and dispatch could have been restored, to the same functionality and level of service that existed prior to the interruption degradation, or suspension. In no event will the **Period of Recovery** exceed one hundred eighty (180) days.

AAA. **Personally Identifiable Information** means:

- (1) any information from which an individual may be uniquely and reliably identified or contacted, including but not limited to an individual's name, telephone number, email address, social insurance number, social security number, medical or healthcare data or other protected health information, biometric record, driver license number, state, provincial, or territorial identification number, account number, credit card number, debit card number, or access code or password that would permit access to that individual's financial account;
- (2) any other non-public personal information as defined in **Privacy and Security Regulations**.

BBB. **Privacy Incident** means:

- (1) any actual or alleged failure by:
 - (a) the **Insured**;
 - (b) a third party for whom the **Insured** is legally responsible; or
 - (c) a Service Provider under written contract with the **Insured** to process, store or maintain **Protected Information** on behalf of the **Insured**
 to prevent **Unauthorized Access, Unauthorized Use**, acquisition, manipulation, loss, theft or misappropriation of **Protected Information**. **Privacy Incident** also means the violation of the **Insured Organization's** privacy policy unintentionally committed by the **Insured**;
- (2) a violation of any **Privacy and Security Regulations**; and
- (3) the unauthorized or wrongful collection, retention or use of **Personally Identifiable Information** by the **Insured**.

CCC. **Privacy and Security Regulations** means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that requests (1) notice to persons whose **Personally Identifiable Information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (2) notice to regulatory agencies of such incident.

Privacy and Security Regulation does not include the **GDPR**.

DDD. **Professional Services** means those acts or services requiring specialized knowledge, skill, or professional judgment that the **Insured** renders to others pursuant to a written agreement and for a fee or other consideration.

EEE. **Property Damage** means physical damage to, loss or destruction of tangible property, including the loss of use of such property.

FFF. **Protected Information** means the following in any format: (1) any non-public **Personally Identifiable Information** (including but not limited to personal health information), whether in

electronic form, paper or otherwise as defined in any **Privacy and Security Regulations**; and
 (2) any confidential or proprietary information of a third party provided to the **Insured** and protected under a previously executed confidentiality agreement for which the **Insured** is legally responsible to maintain in confidence.

GGG. Policy means this policy (including the Declarations, **Application** and any information provided therewith) and any written endorsements attached hereto.

HHH. Policy Period means the period of time from the inception date of this **Policy** shown in the Declarations specified in Item 2. of the Declarations to the expiration date shown in the Declarations, or its earlier cancellation or termination date.

III. Regulatory Costs means:

- (1) amounts paid to a consumer redress fund;
- (2) fines; or
- (3) penalties

imposed by a federal, state or foreign governmental entity in such entity's regulatory or official capacity, due to a **Privacy Incident**.

JJJ. Reputational Harm Expense

- (1) means **Income Loss** the **Insured** sustains during the **Period of Indemnity** that directly results from a **Negative Publicity Event**. For purposes of this coverage, **Income Loss** means the net profit before income taxes that the **Insured** is prevented from earning or the additional net loss before income taxes that the **Insured** incurs, due to:

- (a) Termination of the **Insured's** service contracts with one or more of the **Insured's Clients**;
- (b) Reduction in the value of the **Insured's** business and brands; or
- (c) Both (1) and (2) of this definition

arising directly from a **Privacy Incident, Network Security Incident, or Cyber Crime Incident**.

- (2) does not include any:

- (a) contractual penalty;
- (b) expense incurred to identify or remediate **Software** program errors or vulnerabilities;
- (c) **Liability Expense**;
- (d) cost resulting from an actual interruption or suspension of an **Insured's** business directly cause by a **Privacy Incident, Network Security Incident, System Failure or Media Incident**;
- (e) legal cost or expense;
- (f) loss arising out of liability to any third party;
- (g) fee or expense for the services of a public relations firm, crisis management firm or law firm to advise an **Insured** on minimizing the harm to an **Insured's** brand or reputation, or restoring public confidence in an **Insured**;
- (h) other consequential loss or damage; or
- (i) **Claim, Privacy Incident, Network Security Incident or Media Incident** covered under I.A.1. to I.A.4 of the Declarations.

KKK. Reverse Social Engineering Attack, also known as invoice manipulation, means the intentional use of the **Computer System** to mislead or deceive the **Insured's Client or Vendor**, through misrepresentation of a material fact which is relied upon, believing it to be genuine, and which results in the **Insured's Client or Vendor** transferring **Money or Securities**, or **Digital Currency** intended for the **Insured** to another person or entity.

LLL. Securities means negotiable and nonnegotiable instruments or contracts representing either **Money or Property**.

MMM. Service Provider means a business the **Insured** does not own, operate, or control, but that the **Insured** hire for a fee pursuant to a written contract to perform services related to the conduct of the **Insured's** business, including but not limited to:

- (1) Maintaining, managing, or controlling **Computer Systems**;
- (2) Hosting or facilitating the **Insured's** internet website; or
- (3) Providing administrative functions, human relations, marketing or other outsourced services to the **Insured**.

Service Provider's Computer System means the **Computer System** owned or operated by the Service Provider performing these functions designated in (1) through (3) above.

NNN. Social Engineering Attack means the manipulation or deception, by an unauthorized third party, of a director, officer, board member, trustee, owner, partner, principal, manager, or employee (including full time, part time, temporary, leased, seasonal, independent contractor and volunteer) of the **Insured Organization**, who is authorized to request or make payments on behalf of the **Insured Organization**. The manipulation or deception must be accomplished by the transmission of fraudulent communications by the unauthorized third party, and cause the director, officer, board member, trustee, owner, partner, principal, manager, or employee (including full time, part time, temporary, leased, seasonal, independent contractor and volunteer) to transfer, pay or deliver the **Insured Organization's Money** to an unintended third-party recipient.

OOO. Software means operations and applications, codes and programs by which **Electronic Data** are electronically collected, transmitted, processed, stored, or received. **Software** does not include **Electronic Data**.

PPP. Subsidiary means any entity while the **Named Insured**: (1) owns more than 50% of such entity's outstanding voting securities, partnership or membership units; (2) has the right to elect or appoint a majority of such entity's directors, officers, managers or trustees; or (3) has sole control over such entity's management structure pursuant to a written contract. **Subsidiary** also means any entity that is acquired by the **Insured Organization** during the **Policy Period** and whose record count or annual revenues do not exceed 15% of the **Insured Organization**.

QQQ. System Failure means:

- (1) an accidental, unintentional, or negligent act or an error or omission committed by the **Insured** or the **Service Provider** in the course of:
 - (a) data processing, programming, maintenance, service, conversion, modifying, handling, developing, or maintaining **Electronic Data** or **Software**; or
 - (b) operating, maintaining, or repair of **Computer Systems**, including the collection, compilation, processing, warehousing, mining, storage, or management of data; and
- (2) the physical theft of hardware, or components thereof, controlled by the **Insured** on which **Electronic Data** is stored, by a person other than an **Insured**, from premises occupied and controlled by the **Insured**.

RRR. System Failure Business Interruption means the **Insurer** shall pay the **Insured** for **Business Interruption Loss** the **Insured** sustains and reimburse the **Insured** for any related **Extra Expense** the **Insured** incurs during the **Period of Recovery** which exceeds the **Waiting Period** due to a **System Failure** that directly results in an **Interruption of Service** that first occurs during the **Policy Period**.

SSS. System Failure Contingent Business Interruption means we shall pay the **Insured** for **Business Interruption Loss** the **Insured** sustains and reimburse the **Insured** for any related **Extra Expense** the **Insured** incurs during the **Period of Recovery** which exceeds the **Waiting Period** due to a **System Failure** of a **Service Provider's Computer System** that directly results in an **Interruption of Service** that first occurs during the **Policy Period** but only if such **Interruption of Service** would have been covered under this **Policy** if such **Service Provider** had been the **Insured**, applying the same

terms and conditions herein.

TTT. Telecommunications Hack means the unauthorized infiltration and manipulation by a third party of the **Insured's** telephone or fax system in connection with its normal business activities.

UUU. Third-Party Network means computer hardware, **Software** and networking equipment owned, leased or operated by an entity or individual, other than an **Insured**, and who is operating under written contract with the **Insured Organization** to provide business process outsourcing services or information technology services in support of the **Insured Organization's** business operations.

VVV. Transfer of Funds Loss means loss of funds directly resulting from the transmission of fraudulent instructions to a financial institution which direct that financial institution, to initiate an electronic funds transfer from the **Insured's** account, or otherwise debit the **Insured's** account.

WWW. Unauthorized Access means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.

XXX. Unauthorized Use means the use of a **Computer System** by an unauthorized person or persons or by an authorized person or persons in an unauthorized manner.

YYY. Vendor means any person or entity with whom the **Insured Organization** has entered into a written contract to provide services to the **Insured Organization** and is not owned, operated, or controlled by the **Insured Organization**.

ZZZ. Voice computer system means a **Computer System** which provides a capability used for the direction or routing of telephone calls in a voice communication network.

AAAA. Waiting Period means the number of consecutive hours specified in Item 5. of the Declarations that immediately follows the **Interruption of Services** related to the **Insured's Computer System** or a **Third-Party Network** and will apply to each **Period of Recovery**.

BBBB. Your Network Security means the use of hardware, **Software**, firmware and written security policies and procedures by the **Insured**, or by others on the **Insured's** behalf, to protect against **Unauthorized Access** to, or the **Unauthorized Use** of, your **Computer System** including the use of the **Insured's Computer System** in a **Denial of Service Attack**.

SECTION III. EXCLUSIONS

The **Insurer** will not make any payment for any **First Party Loss, First Party Expense, or Liability Expense** based upon, arising out of, directly or indirectly resulting from, or in the consequence of:

- A. Conduct** Any actual or alleged dishonest, fraudulent, criminal, or malicious, act, error or omission or willful violation of any statute or regulation by or with the knowledge of (1) the Owner, (2) President, (3) Chief Executive Officer, (4) Chief Operating Officer, (5) Chief Financial Officer, (6) Chief Information Officer, (7) Chief Technology Officer, (8) Chief Security Officer, (9) Chief Privacy Officer, (10) General Counsel, (11) Partner, (12) Director of Risk Management or any individual in a position functionally equivalent to any of the aforementioned 12 positions of the **Insured Organization**; provided, however, that this exclusion will not apply to **Defense Expenses** until there

is an admission, plea of no contest, a final non-appealable adjudication, binding arbitration or judgment in a proceeding establishing such conduct.

- B. War**
War or Civil Unrest based upon, arising out of, or attributable to: (1) war, including undeclared or civil war, or action by a military force, including action in hindering or defending against an actual or expected attack, by any government or sovereign, or other authority using military personnel or other agents; or (2) insurrection, rebellion, revolution, riot, usurped power, or action taken by governmental authority using military personnel in hindering or defending against any of these, however, this exclusion does not apply to **Cyberterrorism**.
- C. Unlawful Profit**
Any actual or alleged remuneration, profit or other advantage to which the **Insured** is not legally entitled.
- D. Property Damage and Bodily Injury**
Any actual or alleged (1) **Property Damage** or; (2) **Bodily Injury**, physical injury, sickness, pain, suffering, disease or death of any person. **Bodily Injury** means mental anguish, emotional distress, pain and suffering, whether or not resulting from injury to the body, sickness, disease or death of any natural person, however, this exclusion does not apply to mental anguish, emotional distress, pain and suffering, or shock resulting from a **Privacy Incident**.
- E. Theft**
Any actual or alleged loss, transfer or theft of monies, **Securities** or the value of tangible properties; provided however, this exclusion will not apply to an otherwise covered **Cyber Crime Loss** or **Transfer of Funds Loss**.
- F. Force Majeure**
Any actual or alleged fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God, epidemic, nature, or any other physical event.
- G. Pollution**
Any actual or alleged discharge, dispersal, release or escape of toxic chemicals, liquids or gases, waste materials, pollutants or any other contaminants.
- H. Outage**
Any actual or alleged electrical or mechanical failure including telecommunications, Internet service telecommunications, Internet service, satellite, cable, electricity, gas, water or other utility service providers not under the **Insured Organization's** operational control, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. For the avoidance of doubt, this exclusion will not apply to any failure or outage in, or disruption of, power, utility services, satellites, or telecommunications external services under the direct operational control of the **Insured**.
- I. ERISA/SEC**
Any actual or alleged violations of the Employee Retirement Income Security Act of 1974, the Securities Act of 1933, the Securities Exchange Act of 1934, any amendments thereto or any rules or regulations promulgated in connection therewith, or any derivative suit.
- J. Intellectual Property**
Any actual or alleged violation or infringement of any intellectual property right or obligation, including:
 - 1. infringement of copyright of software, firmware, or hardware;

2. misappropriation, misuse, infringement, or violation of any patent or trade secret;
3. distribution or sale of, or offer to distribute to sell, any goods, products, or services; or
4. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services;

however, this exclusion will not apply to an otherwise covered **Media Incident** provided that, this exception to exclusion J. Intellectual Property will not apply to any violation or infringement of any intellectual property right or obligation described in items 1. and 2. above.

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|------------------------------|---|
| K. Reduced Value of Data | Any actual or alleged reduction in economic or market value of any data. |
| L. Consumer Protection | Any actual or alleged unsolicited communications including fax, email, and text), false advertising, deceptive trade practices, restraint of trade, unfair competition or antitrust violations, including any as a violation of the Truth in Lending Act, Fair Debt Collection Practices Act, Telephone Consumer Protection Act, Fair Credit Reporting Act, Federal Trade Commission Act, Sherman Anti-Trust Act, the Clayton Act, or any amendments to the foregoing, or related state laws or anti-spam statutes or those concerning a person's right to seclusion, provided, however, this exclusion does not apply if such unsolicited electronic dissemination of faxes, electronic mail or other communications to multiple actual or prospective customers by the Insured or any other third party was caused by a Network Security Incident . |
| M. Employment Discrimination | Any actual or alleged employment practice violation or a Claim by or on behalf of any Insured ; provided, however, that this exclusion will not apply to an otherwise covered Claim arising out of a Privacy Incident . |
| N. Prior Knowledge | Any: (1) Claim, Privacy Incident, Network Security Incident, Cyber Crime Incident, Media Incident, Interrelated Incident , fact, circumstance, transaction or event which has been the subject of any written notice given under any other policy before the inception date of this Policy ; (2) prior or pending litigation, regulatory or administrative proceeding or any Claim of which the Insured had knowledge or received notice prior to the inception date of this Policy or, if this Policy is a renewal of another policy issued by the Insurer , the first such insurance policy issued to the Named Insured by the Insurer and continuously renewed until the inception date of this Policy ; or (3) any matter that prior to the inception date of this Policy , or if this Policy is a renewal of another policy issued by the Insurer , the first such insurance policy issued to the Named Insured by the Insurer and continuously renewed until the inception date of this Policy , the Insured knew or reasonably should have known could lead to a Claim, First Party Loss, First Party Expense or Liability Expense . |
| O. Governmental Acts | Any: (1) action by a public or governmental entity, including the seizure or destruction of the Insured's Computer System or (2) a government required closure. |

- P. Games of Chance** Any contest, game of chance or skill, gambling, lottery, or promotional game, including tickets or coupons or over-redemption related thereto.
- Q. Breach of Contract** Any contractual liability or obligation or any breach of any contract, warranty, guarantee or prime, including any liability of others assumed by any **Insured**; provided, however, this exclusion shall not apply:
- 1) if such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise;
 - 2) to any obligation to maintain the confidentiality or security of **Personally Identifiable Information** or **Protected Information**, solely if such liability arises out of a **Privacy Incident** or **Network Security Incident**; or
 - 3) to any obligation to comply with the Payment Card Industry Data Security Standard under a merchant services agreement or similar contract.
- R. Breach of Warranty** Any actual or alleged:
- 1) breach of any warranty, guarantee, or prime of fitness or suitability, whether express, implied, constructive, oral or written;
 - 2) inaccurate, inadequate, or incomplete description of the price of your goods, products or services; or
 - 3) failure of any good, product or service to conform with an advertised quality or performance,
- provided, however, that this exclusion does not apply to any:
- a) **Liability Expenses** resulting from any **Claim** made against any **Insured**;
 - b) **First Party Expense** you incur resulting from a **Cyber Event**
 - c) other amount claimed under any other Coverage that would exist even in the absence of such warranty, guarantee, or promise.
- S. Insured vs. Insured** Any Claim made by or on behalf of, or at the behest of, or for the benefit of, any Insured against any other Insured. This exclusion shall not apply to any **Claim** brought by:
- 1) any **Insured** in his or her capacity:
 - a) as your customer or **Client**; or
 - b) as your employee or independent contractor for a **Privacy Incident** relating to the theft, loss, unauthorized access, or unauthorized disclosure of such employee's or independent contractor's **Personally Identifiable Information**; or
 - 2) any entity other than you if any **Insured** served as a director or officer of such entity at the time the **Cyber Event** took place.
- T. Product or Service Failure** Any:
- (1) failure of the **Insured's** products, including **Software**, to perform the function, or serve the purpose, intended by any third party or any **Insured**; or
 - (2) the rendering of or failure to render **Professional Services**,
- however, this exclusion shall not apply to any obligation to maintain the confidentiality or security of **Personally Identifiable Information** or **Protected Information**, solely if such liability arises out of a **Cyber Event**.

SECTION IV. GENERAL TERMS AND CONDITIONS

A. Limit of Insurance and Deductible

- (1) The aggregate limit of liability as indicated in Item 3. of the Declarations is the maximum the **Insurer** is obligated to pay for all **First Party Loss** and **First Party Expense**, covered by this **Policy**. The aggregate limit of liability as indicated in Item 3. of the Declarations is the maximum the **Insurer** is obligated to pay for all **Liability Expense** covered by this **Policy**.
- (2) The **Insurer** will only be liable for those amounts payable under this **Policy** which are in excess of the applicable Deductible(s). Such Deductibles must be paid by the **Insured** and cannot be insured.
- (3) In the event more than one Deductible/**Waiting Period** applies to any **Claim**, **First Party Loss**, **First Party Expense**, or **Liability Expense** the maximum total Deductible/**Waiting Period** applicable to such **Claim**, **First Party Loss**, **First Party Expense**, or **Liability Expense** shall be the largest of such applicable Deductible/**Waiting Period**.
- (4) With respect to the Declarations Section II.B.1. to II.B.4., the applicable Retention/**Waiting Period** is the greater of:
 - (a) the applicable dollar Retention amount; or
 - (b) the **Waiting Period**
 set forth in Item 5. of the Declarations for the respective Insuring Agreement. **Business Interruption Loss**, **Contingent Business Interruption Loss**, and **Extra Expense** applicable to the Retention/**Waiting Period** shall be computed as the start of the **Interruption of Service**.
- (5) With respect to the Insuring Agreement I.A.5., the **Insurer** shall pay only **Reputational Harm Expense** in excess of the **Negative Publicity Event Waiting Period** listed under Item 5.I.A.(5).

B. Defense and Settlement

The **Insurer** has the right and duty to defend, and the right to select counsel to defend an **Insured** against any **Claim**, even if the allegations of the **Claim** are groundless, false or fraudulent. The **Insurer's** duty to defend will cease upon the exhaustion of the **Liability Expense** aggregate limit of liability as indicated in Item 5.I.C.(1). of the Declarations. The **Insured** agrees not to make any payment, participate in any settlement, admit liability, assume obligation or incur any **First Party Loss**, **First Party Expense**, or **Liability Expense** without the prior written consent of the **Insurer**, which consent will not be unreasonably withheld. The **Insured** must provide the **Insurer** with full assistance and cooperation and must provide all information deemed necessary to investigate any **Privacy Incident**, **Network Security Incident** or **Media Incident**, settle any **Claim**, or pay any **First Party Loss**, **First Party Expense**, or **Liability Expense**.

If the **Insured** refuses to consent to any settlement or compromise recommended by the **Insurer** and acceptable to the claimant, the **Insurer's** liability for such **Claim** will not exceed:

1. the amount for which such **Claim** could have been settled plus **Defense Expenses** incurred up to the time and date the **Insured** refused to settle such **Claim**; and
2. fifty percent (50%) of **Liability Expenses** incurred after such settlement was refused by the **Insured**,

in excess of the amount such **Claim** could have settled under such settlement. The remaining **Liability Expenses** shall be borne by, or on behalf of, the **Insured** at its own risk.

C. Notice

1. Notice to Insurer

As a condition precedent to coverage under this **Policy**

- (a) the **Insured** must provide written notice to the **Insurer** of any **Privacy Incident**, **Network Security Incident** or **Cyber Crime Incident** as soon as possible after the **Insured** is made aware of such **Privacy Incident**, **Network Security Incident** or **Cyber Crime Incident** but in no event more than ninety (90) days after the **Privacy Incident**, **Network Security Incident** or **Cyber Crime Incident** is discovered by the **Insured**. The **Insured** will not incur any **First Party Loss** and **First Party Expense** without the **Insurer's** consent; and
- (b) the **Insured** must provide written notice to the **Insurer** of any **Claim** as soon as possible after the **Insured** is made aware of such **Claim** but no later than ninety (90) days after the end of the **Policy Period** or end of the Extended Reporting Period (if applicable). The **Insured** will not incur any **Liability Expense** without the **Insurer's** consent.

2. Notice of Circumstance

If, during the **Policy Period** or Extended Reporting Period (if applicable) any **Insured** first becomes aware of a **Privacy Incident**, **Network Security Incident** or **Media Incident** which may reasonably give rise to a future **Claim** under this **Policy** and gives written notice to the **Insurer** of:

- a) the nature of the **Privacy Incident**, **Network Security Incident** or **Media Incident**;
- b) the parties involved;
- c) the injury or damages that has or may result therefrom; and
- d) the circumstances by which the **Insured** first became aware thereof;

then any **Claim** arising out of an **Interrelated incident** that involves a **Privacy Incident**, **Network Security Incident** or **Media Incident** that is subsequently made against the **Insured** will be related back to and be deemed to have been made at the time any **Insured** gave such written notice of circumstances to the **Insurer**.

The **Insured** will provide written notice to the **Insurer** either to the mailing or email address set forth in Item 10. of the Declarations. Communication or assistance in connection with any **Incident Consultation** DOES NOT constitute Notice to **Insurer** or Notice of Circumstance under this **Policy**.

D. Proof of Loss

Requests for payment or reimbursement of **First Party Loss** and **First Party Expense**, incurred by the **Insured** will be accompanied by a proof of such **First Party Loss** and **First Party Expense**. Such proof of loss must include, in detail, how the costs were calculated, what assumptions have been made and will include any applicable reports, books of accounts, bills, invoices and other vouchers or proofs of payment made by the **Insured** in relation to such **First Party Loss** and **First Party Expense**. Furthermore, the **Insured** will cooperate with, and provide any additional information reasonably requested by, the **Insurer** in its investigation of **First Party Loss** and **First Party Expense**, including but not limited to the exercise of the **Insurer's** right to investigate and audit the proof of loss and inspect the records of an **Insured**.

Business Interruption Loss or **Contingent Business Interruption Loss** will be determined by taking full account and due consideration of an **Insured's** proof of loss in addition to business conditions affecting the **Insured Organization's** net profit, including net profit gained during the same period in the prior year, had the **Network Security Incident** not occurred. Under no circumstances will the determination include a potential increase in net profit the **Insured** may

have earned as a result of an increase in the volume of the **Insured Organization's** business due to potential favorable business conditions.

The **Insured** may examine any **Insured** under oath, while not in the presence of any other **Insured** and at such times as may be reasonably required, about any matter relating to this insurance or the **Claim**, including an **Insured's** books and records. In the event of an examination, an **Insured's** answers must be signed.

E. Extended Reporting Period

1. Automatic Extended Reporting Period

If this **Policy** is cancelled or non-renewed for any reason other than non-payment of premium, the **Named Insured** will have an automatic Extended Reporting Period, for a period of sixty (60) days after the end of the **Policy Period**.

2. Additional Extended Reporting Period

If this **Policy** is cancelled or non-renewed for any reason other than non-payment of premium, provided the **Insured** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Insured** will have the right to purchase an Additional Extended Reporting Period within sixty (60) days after the end of the **Policy Period**. Such Additional Extended Reporting period will be for a period of:

- a. 12 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 75% of the annualized premium;
- b. 24 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 125% of the annualized premium; or
- c. 36 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 150% of the annualized premium.

The Additional Extended Reporting Period is non-cancelable and the additional premium for the Additional Extended Reporting Period will be fully earned at the time of purchase.

The Additional Extended Reporting Period does not increase or reinstate any limits of insurance and does not provide coverage for **First Party Loss, First Party Expense, or Liability Expense** from any **Privacy Incident, Network Security Incident, Cyber Crime Incident or Media Incident** which first takes place after the end of the **Policy Period**. A change in terms, conditions, exclusions or premiums of this **Policy** will not be considered a non-renewal for purposes of triggering the **Named Insured's** right to purchase an Additional Extended Reporting Period.

F. Cancellation and Non-Renewal

1. Cancellation

- a. The **Named Insured** may cancel this **Policy** by surrender of this **Policy** to the **Insurer** or by giving prior written notice to the **Insurer** stating such cancellation shall take effect.
- b. This **Policy** may not be canceled by the **Insurer** except for one or more of the following reasons:
 - i. non payment of premium; or
 - ii. fraud or material misrepresentation affecting this **Policy**.
- c. Written Notice of cancellation shall be mailed or delivered by the **Insurer** to the **Named Insured** at least:
 - i. 15 days prior to the effective date of cancellation, if this **Policy** is cancelled for

- nonpayment of premium; or
 - ii. 60 days prior to the effective date of cancellation, if this Policy is cancelled for any reason other than nonpayment of premium.
 - d. In the event of cancellation, the **Insurer** shall refund the unearned premium pro rata.

2. Nonrenewal

If the **Insurer** elects not to renew this Policy, the **Insurer** shall mail to the **Named Insured** written notice thereof at least 60 days prior to the expiration of the **Policy Period** unless:

- a. the reason for the nonrenewal is due to the nonpayment of premium; or
- b. the **Named Insured** has abstained replacement coverage with another insurance company.

The **Insurer's** offer of renewal terms and conditions or premium different than those in effect prior to the renewal shall not constitute an election by the **Insurer** not to renew this Policy.

3. Notice

The **Insurer** shall send all notices required under this Subsection IV.F.1. by certified mail or registered mail to the **Named Insured** at the address in Item 1. of the Declarations, and by mail or electronic mail to the **Named Insured's** authorized agent or broker, if any. Proof of mailing shall be sufficient proof of notice.

G. Spouses, Domestic Partners, Estates and Legal Representatives

Coverage under this **Policy** will extend to any **Claim** resulting from any **Privacy Incident, Network Security Incident** or **Media Incident** made against the lawful spouse or domestic partner of an **Insured** as well as the estate, heir or legal representative of an **Insured** who is deceased or legally incompetent, insolvent or bankrupt; however, no coverage is provided for any act, error or omission of said spouse, domestic partner, estate, heir or legal representative. It is further understood that all terms and conditions of this **Policy** apply to such **Claim** made against an **Insured's** spouse, domestic partner, estate, heir or legal representative.

H. Application, Representations and Severability

The **Insured** represents that the particulars and statements contained in the **Application** are true, complete and accurate. The **Insured** issued this **Policy** in reliance upon the truth of those representations and such particulars and statements by the **Insured**, which are deemed to be incorporated into and constitute part of this **Policy**, are the basis of this **Policy**. In the event there is any material misrepresentation, untruth or other omission in connection with any of the statements of facts in the **Application** then this **Policy** will be void with respect to: (1) any **Insured** who knew of such misrepresentation, untruth or omission; and (2) the **Insured Organization** but only if the Owner, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Chief Privacy Officer, General Counsel, Partner, Director of Risk Management, or any individual in a position functionally equivalent to any of those aforementioned positions of the **Insured Organization** knew of such misrepresentation, untruth or omission.

I. Subrogation

In the event of any payment under this **Policy**, and there is the ability to recover against any third party, it is agreed that the **Insured** tenders its rights of recovery to the **Insurer**. The **Insured** also agrees to assist the **Insurer** in exercising such rights. If prior to the **Privacy Incident, Network Incident, Cyber Crime Incident** or **Media Incident** connected with such payment, the **Insured** has agreed in writing to waive such rights of recovery against a third party, then the **Insurer** will not, and will not have an obligation to, pursue its rights of recovery against said third party.

J. Other Insurance

First Party Loss and **First Party Expense** covered by this **Policy** is also covered by any other valid and collectible **policy** with an applicable sublimit that is lower than the available limit under this **Policy**, then this **Policy** will apply as the primary policy.

If any **Claim** covered by this **Policy** is also covered by any other valid and collectible policy, then this **Policy** will only apply to the **Liability Expense** in excess of the amount of any deductible, retention or limit of insurance under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of this **Policy**.

K. Territory

The coverage provided under this **Policy** applies worldwide. However, coverage provided under this **Policy** does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the **Insurer** from providing coverage or payment of **Claims**.

L. Currency

All **First Party Loss**, **First Party Expense**, **Liability Expense**, premium, limits of liability, retention and any other amounts under this Policy are expressed and payable in the currency of the United States of America. If any settlement, judgement, **First Party Loss**, **First Party Expense**, **Liability Expense** or any other amounts under this **Policy** are incurred, stated, determined or adjudicated in a currency other than United States dollars then payment shall be made in United States dollars at the rate of exchange published in the Wall Street Journal on the date the **Insurer** is obligated to pay such amount.

M. Material Changes

1. Acquisition or Formation of Subsidiary

- a. If during the **Policy Period**, the **Named Insured** acquires or forms any **Subsidiary**, then the coverage of this **Policy** shall automatically apply to such acquired or formed organization from the date of such acquisition or formation, unless the annual revenue of such acquired or formed organization immediately preceding such acquisition or formation is more than 20% of the consolidated annual revenue of the **Named Insured's** revenues immediately preceding such acquisition or formation.
- b. if, during the **Policy Period**, the **Named Insured** acquires or forms any **Subsidiary** and the annual revenue of such acquired or formed organization immediately preceding such acquisition or formation is more than 20% of the consolidated annual revenue of the **Named Insured's** revenues immediately preceding such acquisition or formation, coverage for such acquired or formed organization shall apply from the date of such acquisition or formation and be conditioned upon:
 - i. the **Named Insured** notifying the **Insurer** in writing within 90 days of the acquisition or formation of such organization;
 - ii. our receiving full information including an application as the **Insurer** deems necessary;
 - iii. the **Named Insured's** agreement to any modification, premium adjustment, or both modification and premium adjustment, to this **Policy** that we may require with respect to such organization;
 - iv. the **Insurer's** agreement in writing to provide such coverage; and
 - v. the **Named Insured's** payment of any additional premium when due.

- c. Coverage under this **Policy** for any **Subsidiary** formed or acquired during the **Policy Period** shall apply only with respect to a **Privacy Incident, Network Security Incident, Cyber Crime Incident** or **Media Incident** that first took place prior to the effective date of such merger, acquisition or appointment.

2. Cessation of Subsidiaries

If any organization ceases to be a **Subsidiary**, no coverage shall be provided under this **Policy** with respect to any such organization for any:

- a. **Privacy Incident, Network Security Incident, Cyber Crime Incident** or **Media Incident** involving such organization
- b. amount claims under any Coverage incurred or sustained by any such organization or persons,

after the date such organization ceased to be a **Subsidiary**.

3. Acquisition or Bankruptcy of the **Named Insured**

If during the **Policy Period** any of the following occurs:

- a) the acquisition by any person or entity or affiliated group of persons or entities of 50% or more of the **Named Insured's** issued and outstanding voting securities representing the present right to vote for the election of the **Named Insured's** directors;
- b) the acquisition, divestiture, or sale of more than 50% of your assets or liabilities (as reflected in the **Named Insured's** most recent financial statement) by or to any person or entity or affiliated group of persons or entities;
- c) the appointment of a receiver, conservator, trustee, liquidator, rehabilitator, or any similar official for or with respect to the **Named Insured**; or
- d) the **Named Insured's** merger with or consolidation into any other entity such that the **Named Insured** is not the surviving entity,

then such coverage as existed under this **Policy** before such event shall continue in full force and effect for any **Privacy Incident, Network Security Incident, Cyber Crime Incident** or **Media Incident** occurring before any of the events shown in IV.M.3.a., IV.M.3.b., IV.M.3.c., IV.M.3.d.. However, solely with respect to the events as shown in IV.M.3.a., IV.M.3.b., IV.M.3.d., coverage shall cease with respect to any **Privacy Incident, Network Security Incident, Cyber Crime Incident** or **Media Incident** occurring after such event.

The occurrence of an event as shown in IV.M.3.a., IV.M.3.b., IV.M.3.c., IV.M.3.d. shall not affect the **Insured's** right to purchase an Extended Reporting Period unless all premium due for the remainder of the **Policy Period** has not been fully paid within 30 days of the effective date of such event, in which case the **Insured** shall have no right to purchase the Extended Reporting Period.

N. Assignment

Assignment of interest under this **Policy** will not bind the **Insurer** unless its consent is endorsed hereon.

O. Conformity to Law

Any terms of this **Policy** in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

P. Legal Action Against the **Insurer** and Bankruptcy

No action may be taken against the **Insurer** unless, as a condition precedent thereto, there has

been full compliance with all the terms of this **Policy** and the amount of an **Insured's** obligation to pay has been finally determined either by judgment against an **Insured** after adjudicatory proceedings, or by written agreement of the **Named Insured**, the claimant and the **Insurer**. No legal action can be brought under this **Policy** against anyone other than by the **Named Insured**.

Bankruptcy or insolvency of any **Insured** or the estate of any **Insured** will not relieve the **Insurer** of its obligations under this **Policy**.

Q. Alternative Dispute Resolution (ADR)

The **Insurer** and the **Named Insured** shall submit any dispute or controversy arising out of or relating to this **Policy** to non-binding mediation. Unless otherwise agreed by the parties, such non-binding mediation shall be administered by the American Arbitration Association in accordance with its then-prevailing Commercial Mediation Rules.

If the dispute is not resolved in the mediation, then either party to the mediation may thereafter commence a judicial proceeding against the other party with respect to such dispute, provided that neither party may commence such a judicial proceeding prior to 90 days following termination of the mediation.

The parties to the mediation shall share equally the fees and expenses of the mediator as well as other common expenses of the mediation process.

R. Representative of the Insured

By acceptance of this **Policy**, the **Named Insured** will be designated to act on behalf of all **Insureds** for all purposes including the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this **Policy**, the payment of premiums and the receipt of any return premiums that may be due under this **Policy**.

S. Entire Agreement

This **Policy** constitutes the entire agreement between the parties. The terms, conditions and limitations of this **Policy** can be waived or changed only by written endorsement. No change to this **Policy** can be made except by written endorsement to this **Policy** signed by an authorized representative of the **Insured**. Headings used in this **Policy** are for convenience and do not expand or interpret the **Policy** terms.



SERVICE OF PROCESS ENDORSEMENT

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

- I. In any cause of action arising under this **Policy**, or certificate, cover note, or other confirmation of this insurance issued by the **Insured's** surplus lines agent, **Insurer** will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States as required by applicable law. Nothing herein constitutes or should be understood to constitute a waiver of **Insurer's** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against **Insurer** upon this **Policy**, **Insurer** will abide by the final decision of such court or of any appellate court in the event of appeal.
- II. All lawful process may be served in any action, suit or proceeding instituted by, or on behalf of, the **Insured** or any beneficiary under this policy, against **Insurer** arising out of this **Policy**, upon:
Palomar Excess and Surplus Insurance Company
General Counsel
7979 Ivanhoe Ave., Suite 500,
La Jolla, CA 92037
- III. Pursuant to any law of any state, the District of Columbia or territory of the United States which makes provision therefore, **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance or other applicable individual specified for that purpose in the applicable statute or regulation, or his successor or successors in office, as attorney or agent for receipt of lawful service of process as **Insurer's** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this **Policy**, and **Insurer** hereby designates the above-named as the person to whom the said individual, the surplus lines producer, or any applicable state surplus lines association or stamping office, is authorized to mail such process or a true copy thereof. The service of process as set forth above and below is cumulative to any other methods which may be provided by law for service of process upon **Insurer**.
- IV. **THE INSURER HEREBY MODIFIES THE LANGUAGE IN THE ENDORSEMENT ABOVE IN EACH APPLICABLE STATE AS SET FORTH BELOW TO COMPLY WITH THE DISCLOSURES AND REQUIREMENTS OF THAT STATE:**
 - A. **Alaska.** **Insurer** may be sued upon a cause of action arising in Alaska under this **Policy**, pursuant to the procedures set forth in AS 21.33. Further, by assuming surplus lines insurance, **Insurer** subjects itself to Chapter 31 of the Alaska Insurance Code.
 - B. **Arizona.** By issuing or delivering a surplus lines policy through a surplus lines broker in Arizona, **Insurer** is conclusively deemed to have irrevocably appointed the Arizona Director of Insurance as our agent for acceptance of service of all legal process issued in Arizona in any action or



proceeding under or arising out of such policy, and service of the process on the director is lawful personal service on **Insurer**.

- C. **Arkansas.** **Insurer** may be sued upon a cause of action arising in Arkansas under this **Policy**, pursuant to the procedures set forth in Ark. Code Ann. § 23-65-203.
- D. **California.** **Insurer** may be sued upon any cause of action arising in California under this **Policy**, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Cal. Ins. Code §§ 1610 to 1620, inclusive. Further, by assuming surplus line insurance, **Insurer** subjects itself to Chapter 6 of the California Insurance Code.
- E. **Colorado.** In any cause of action arising under this **Policy**, **Insurer** may be sued in the district court of the county in which the cause of action arose. Service of legal process may be made in any such action by service upon the Commissioner of the Department of Insurance of Colorado as provided in Colo. Rev. Stat. Ann. § 10-5-114. The commissioner shall forthwith mail a copy of the process served to the person designated in Section II of this Endorsement, by prepaid registered mail with return receipt requested. **Insurer** shall have forty (40) days from the date of service upon the Commissioner within which to plead, answer, or otherwise defend the action. Upon service of process upon the commissioner in accordance with Colo. Rev. Stat. Ann. § 10-5-114, the court shall be deemed to have jurisdiction in personam over **Insurer**.
- F. **Delaware.** **Insurer** shall be sued upon any cause of action arising in Delaware under any contract issued by **Insurer** as a surplus line contract pursuant to Delaware surplus lines law, in the Superior Court of Delaware. Service of legal process against **Insurer** may be made in any such action by service of two (2) copies upon the Commissioner of the Department of Insurance of Delaware and payment of the service of process fee as specified in Del. Code Ann. tit. 18 § 701. The Commissioner shall in like manner mail a copy of the process served to the person designated in Section II of this Endorsement. Upon service of process upon the Commissioner in accordance with Del. Code Ann. tit. 18, § 1934, the court shall be deemed to have jurisdiction in personam over **Insurer**.
- G. **Georgia.** **Insurer** hereby designates the Georgia Insurance Commissioner as **Insurer's** true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance **Insurer** writes delivered pursuant to Georgia. Code Ann. §§ 33-5-20 through 33-5-35, inclusive.
- H. **Hawaii.** **Insurer** may be sued upon any cause of action arising in Hawaii under this **Policy**, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Hawaii Rev. Stat. § 431:2. Further, by assuming surplus line insurance, **Insurer** subjects itself to Chapter 8 of the Hawaii Insurance Code.
- I. **Idaho.** **Insurer** shall be sued upon any cause of action arising in Idaho under any contract issued by **Insurer** as a surplus line contract pursuant to Idaho surplus lines law, in the district court of the county in which the cause of action arose. Service of legal process against **Insurer** may be made in any such action by service upon the Director of the Department of Insurance of Idaho as provided in Idaho Code Ann. § 41-334(1). The director shall forthwith mail a copy of the process served to the person designated in Section II of this Endorsement, by prepaid registered mail with return receipt requested. **Insurer** shall have thirty (30) days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with Idaho Code Ann. § 41-1231 the court shall be deemed to have jurisdiction in personam over **Insurer**.



- J. **Illinois.** **Insurer** hereby designates the Illinois Director of Insurance and his successors in office as **Insurer's** true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance **Insurer** writes delivered pursuant to 215 Ill. Comp. Stat. § 5/445.
- K. **Iowa.** **Insurer** may be sued upon a cause of action arising in Iowa under a surplus lines insurance policy or contract placed by **Insurer** or upon evidence of insurance placed by **Insurer** and issued or delivered in Iowa by a surplus lines insurance producer. Any service of legal process against **Insurer** may be made in any such action by service upon the person designated in Section II of this endorsement.
- L. **Kentucky.** **Insurer** shall be sued upon any cause of action arising in Kentucky under any contract issued by **Insurer** as a surplus lines contract pursuant to subtitle 10 of the Kentucky Insurance Code, in the Circuit Court of the county in which the cause of action arose. Any service of legal process against **Insurer** may be made in any such action by service upon the Secretary of State of the State of Kentucky as provided in Ky. Rev. Stat. Ann. § 304.3- 230(5). The Secretary of State shall mail process to the person designated in Section II of this endorsement.
- M. **Louisiana.** **Insurer** shall be sued, upon any cause of action arising in Louisiana under any contract issued by **Insurer** as a surplus lines contract pursuant to Chapter 2, Part 1, Subpart O of the Louisiana Insurance Code, in the district court of the parish in which the cause of action arose. Service of legal process against **Insurer** may be made in any such action by service upon the secretary of state of Louisiana or some other person in his office whom he may designate during his absence. The secretary of state shall forthwith mail the documents of process served, or a true copy thereof, to the person designated in Section II of this Endorsement by registered or certified mail or by commercial courier as defined in La. Rev. Stat. Ann. tit. § 13:3204(D). **Insurer** shall have forty (40) days from the date of service upon the secretary of state within which to plead, answer, or otherwise defend the action. Upon service of process upon the secretary of state in accordance with this provision, the court shall be deemed to have jurisdiction in personam over **Insurer**.
- N. **Maine.** **Insurer** shall be sued, upon any cause of action arising in Maine under any contract issued by **Insurer** as a surplus lines contract pursuant to Title 24-a, Chapter 19, Section 2019 of the Maine Insurance Code, in the Superior Court. Service of legal process against the **Insurer** may be made in any such action by service of 2 copies upon the person designated in Section II of this endorsement. Upon service of process in accordance with this provision, the court is deemed to have jurisdiction in personam of **Insurer**.
- O. **Michigan.** **Insurer** hereby appoints the Michigan Insurance Commissioner as **Insurer's** resident agent for the purposes of service of process in Michigan.
- P. **Mississippi.** **Insurer** may be sued upon any cause of action arising in Mississippi under any contract issued by it as authorized by the Mississippi Insurance Code, in a court of competent jurisdiction in any county in which the plaintiff may reside, or in which the cause of action arose. **Insurer** hereby authorizes service of citation or other legal process upon the Mississippi Commissioner of Insurance, who shall mail citation or other document or process required to the person identified in Section II of the endorsement for the purpose by registered mail or certified mail with return receipt requested.
- Q. **Missouri.** **Insurer** may be sued upon any cause of action arising in Missouri under any surplus lines insurance contract made by **Insurer** or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in Mo. Ann. Stat. §§375.256-375.266.



Insurer hereby appoints the director of the department of commerce and insurance of the state of Missouri, and his successor or successors in office upon whom may be served all lawful process in any action, suit, or proceeding instituted in any county in this state, by or on behalf of **Insured** or beneficiary arising out of any contract of insurance, who shall mail process to the person indicated in Section II of this endorsement.

- R. Nevada.** **Insurer** may be sued in a district court of Nevada under any insurance contract entered into by it under Title 57, Chapter 685.a of the Nevada Insurance Code. Service of legal process against **Insurer** may be made in any such action by service of two copies thereof upon the Commissioner or an authorized representative of the Commissioner and payment of the fee specified in NRS 680B.010. The Commissioner or an authorized representative of the Commissioner shall forthwith mail a copy of the process served to the person indicated in Section II of this endorsement for the purpose by prepaid registered or certified mail with return receipt requested. For the purposes of this provision, "process" includes only a summons, or the initial documents served in an action. The Commissioner or an authorized representative of the Commissioner is not required to serve any documents after the initial service of process. **Insurer** has 40 days from the date of service of the summons and complaint upon the Commissioner or an authorized representative of the Commissioner within which to plead, answer or defend any such suit. Upon service of process upon the Commissioner or an authorized representative of the Commissioner and its mailing in accordance with this provision, the court shall be deemed to have jurisdiction in personam of **Insurer**.
- S. New Mexico.** **Insurer** shall be sued, upon any cause of action arising in New Mexico under any surplus line insurance policy issued by it, in the district court of the county in which the cause of action arose. Service of legal process against **Insurer** may be made in any such action by service upon the superintendent as provided for in Section 99 of the New Mexico Insurance Code. The superintendent shall forward legal process served upon him to the person designated in Section II of this endorsement.
- T. New York.** **Insurer** designates the New York superintendent or his successors in office the **Insurer's** true and lawful attorney upon whom may be served all lawful process in any proceeding instituted by or on behalf of **Insured** or a beneficiary arising out of any contract effectuated in accordance with (i) subsection (b) or (c) of Section 2117 or (ii) Section 2105 of Chapter 28 of the New York Code of Insurance.
- U. North Carolina.** In any cause of action arising under this Policy, **Insurer** may be sued in North Carolina. For any action commenced in North Carolina, service of process on **Insurer** shall be made pursuant to the procedures in N.C.G.S.A 58-16-30. **Insurer** hereby designates the North Carolina Insurance Commissioner as the true and lawful person upon whom any lawful process may be served in any action, suit or proceeding instituted by or on behalf of the Named Insured.
- V. Oklahoma.** **Insurer** hereby designates the Oklahoma Insurance Commissioner as **Insurer's** true and lawful attorney, upon whom may be served all lawful process in any action, suit or proceeding arising out of any insurance **Insurer** writes delivered pursuant to Okla. Stat. Ann. tit. 36 §§1100 through 1120.
- W. Oregon.** **Insurer** may be sued upon any cause of action arising in Oregon under this **Policy**, or any evidence of such insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in ORS 735.490. Further, by assuming surplus line insurance, **Insurer** subjects itself to ORS 735.400 to 735.495.



- X. Pennsylvania.** In any cause of action arising under this policy or evidence of insurance issued or delivered by a surplus lines licensee, **Insurer** may be sued in the Commonwealth of Pennsylvania. For any action commenced in the Commonwealth of Pennsylvania, any service of process on **Insurer** shall be made pursuant to the procedures provided by 42 Pa.C.S. Ch. 53 Subch. B (relating to interstate and international procedure). **Insurer** is deemed thereby to have subjected ourselves to accepting service of process under 42 Pa.C.S. Ch. 53 Subch. B. **Insurer** hereby designates the Pennsylvania Insurance Commissioner as the true and lawful person upon whom any lawful process may be served in any action, suit or proceeding instituted by or on behalf of the Named Insured.
- Y. Puerto Rico.** In any action brought in Puerto Rico under an insurance contract issued as a surplus line pursuant to Title 26, Subtitle 1, Chapter 10, by **Insurer**, duplicate copies of legal process shall be served upon the Commissioner of Insurance of the Commonwealth of Puerto Rico. The Commissioner shall forthwith mail one copy of the process so served to the person designated in Section II of this Endorsement, by registered mail with return receipt requested. Upon service of process upon the Commissioner and such mailing of process, the court shall be deemed to have jurisdiction in personam over **Insurer**. **Insurer** shall have forty-five days after such date of mailing within which to plead, answer, or otherwise defend the action. At time of such service of process the plaintiff shall pay to the Commissioner three dollars, taxable as costs in the action.
- Z. South Dakota.** Any cause of action against **Insurer** arising in South Dakota on a surplus line contract shall be brought in the circuit court for the county in which the cause of action arose. Service of legal process against **Insurer** may be made in any such action by service upon the South Dakota director of the Division of Insurance as provided in S.D. Codified Laws § 58-6-39. The director shall forthwith mail a copy of the process served, to the person designated in Section II of this Endorsement, by prepaid registered or certified mail with return receipt requested. **Insurer** shall have thirty days from the date of service upon the director within which to plead, answer, or otherwise defend the action. Upon service of process upon the director in accordance with S.D. Codified Laws § 58-6-38, the court shall be deemed to have jurisdiction in personam over **Insurer**. By issuing a surplus lines policy, **Insurer** is deemed thereby to have authorized service of process against **Insurer** in the manner and to the effect as provided in S.D. Codified Laws § 58-6-37.
- AA. Tennessee.** **Insurer** may be sued upon any cause of action arising in Tennessee under any surplus lines insurance contract issued by **Insurer** or certificate, cover note or other confirmation of the insurance issued by the surplus lines agent, pursuant to the same procedure as is provided for unauthorized insurers in Title 56, Chapter 2, Part 6 and Tenn. Code Ann. § 56-7-105(b) of the of Tennessee Insurance Law. By assuming a surplus lines insurance risk pursuant to Title 56, Chapter 14, Part 1, **Insurer** is deemed to have subjected ourselves to the requirements of Tenn. Code Ann. § 56-14-112.
- BB. Texas.** **Insurer** may be sued on any cause of action arising in Texas under any surplus lines insurance contract issued by **Insurer** or under any certificate, cover note, or other confirmation of that insurance issued by the surplus lines agent, under the same procedure as is provided for unauthorized insurers in Sections 7.1404, 7.1410, and 7.1411 of Title 28 of the Texas Administrative Code (relating to Service of Process Procedure for Domestic Insurers Approved To Operate under the Insurance Code, Article 1.28, Foreign and Alien Insurance Companies, Risk Retention Groups, Purchasing Groups, Third Party Administrators, Unauthorized Persons or Insurers, Organizations Formed under the Insurance Code, Article 3.71, and Surplus Lines Insurers; Service of Process on Commissioner on Behalf of Unauthorized Persons or Insurers; and Service of Process, Notice, Order, or Pleading on Secretary of State on Behalf of



Unauthorized Persons and Insurers). By assuming a surplus lines risk under Chapter 981 of the Texas Insurance Code, **Insurer** is subject to Tex. Ins. Code Ann. § 804.106. Any act of engaging in the business of insurance by **Insurer**, an eligible surplus lines insurer, constitutes the irrevocable appointment by **Insurer** of the Texas Secretary of State as agent for service of process arising from our engagement of the business of insurance in Texas, other than service of process for an action or proceeding by the department or state, and signifies our agreement that service under Tex. Ins. Code Ann. § 804.106 has the same effect as personal service on **Insurer** or our successor in interest. The plaintiff shall supply the address provided in Section II of this Endorsement in any citation served under Tex. Ins. Code Ann. § 804.106. Service of process as set forth in this Endorsement is in addition to any other method provided by law for service of process on a surplus lines insurer, including the method provided by Chapter 804, Subchapter C of the Texas Insurance Code.

CC. Washington. For any cause of action arising in Washington under any contract issued as a surplus line contract under Chapter 48.15 of the Washington Insurance Code, **Insurer** must be sued in the superior court of the county in which the cause of action arose. By issuing a policy under Chapter 48.15, **Insurer** has authorized service of process against **Insurer** in the manner prescribed under Wash. Rev. Code § 48.02.200. **Insurer** hereby designates the Washington Commissioner of Insurance as the person upon whom such service of process may be made.

DD. West Virginia. **Insurer** may be sued upon any cause of action arising in West Virginia under any surplus lines insurance contract made by **Insurer** or evidence of insurance issued or delivered by the surplus lines licensee pursuant to the procedure provided in W. VA. Code § 33-12C-10.

EE. Wyoming. **Insurer** shall be sued, upon any cause of action arising in Wyoming under any contract issued by **Insurer** as a surplus lines contract pursuant to Title 26, Chapter 11 of the Wyoming Insurance Code, in the district court of the county in which the cause of action arises. Service of legal process against the **Insurer** may be served upon the commissioner as provided in Wyo Stat. Ann. § 26-3-122. The commissioner shall immediately mail a copy of the process to the person designated in Section II of this endorsement. Upon service of process in accordance with this provision, the court is deemed to have jurisdiction in personam of **Insurer**.

All other terms and conditions of this Policy remain unchanged.



CALIFORNIA CONSUMER PRIVACY ACT (CCPA) ENDORSEMENT

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

- A. SECTION I.C. **LIABILITY EXPENSE** COVERAGE is amended by the addition of the following under **Liability Expense**:

(4) California Consumer Privacy Act (CCPA) Costs

- B. SECTION II. DEFINITIONS of the Policy is amended by the removal and replacement of Section II.AAA with the following:

AAA. Personally Identifiable Information means:

- (1) any information from which an individual may be uniquely and reliably identified or contacted, including but not limited to an individual's name, telephone number, email address, social insurance number, social security number, medical or healthcare data or other protected health information, biometric record, driver license number, state, provincial, or territorial identification number, account number, credit card number, debit card number, or access code or password that would permit access to that individual's financial account;
- (2) any other non-public personal information as defined in **Privacy and Security Regulations**;
- (3) all personal data as defined by the **CCPA** in connection with a **CCPA Proceeding**; and
- (4) with the exception of personal data as defined by the **CCPA**, does not include information lawfully available to the general public for any reason, including but not limited to information from federal, state, provincial, territorial, municipal, or other local government records.

- C. SECTION II. DEFINITIONS of the **Policy** is amended by the addition of the following definitions:

California Consumer Privacy Act (CCPA) Costs means amounts the **Insured** is legally obligated to pay in responding to a **CCPA Proceeding** that directly results from a **Privacy Incident** or a **Network Security Incident** that takes place during the **Policy Period** or Extended Reporting Period.

CCPA means the **California Consumer Privacy Act** (Section 1798.100 of California Civil Code) and any amendment thereto. CCPA shall also include any state, provincial, territorial, local, or federal regulations enacted in furtherance of or pursuant to implementation of the **California Consumer Privacy Act** and any modifications and amendment thereto.

CCPA Proceeding means a formal investigation of or an administrative adjudication proceeding against an Insured concerning **CCPA** by an administrative or regulatory agency, including an appeal thereof, commenced by the Insured's receipt of a subpoena, investigative demand, complaint, or similar document.

- D. Item 5. of this **Policy's** Declarations is amended by the addition of the following:

Coverage	Included (yes/no)	Each Claim Limit of Liability	Deductible / Waiting Period	Retroactive Date
CCPA Costs	Yes	\$2,000,000.00	\$40,000.00	Full Prior Acts

All other terms and conditions of this Policy remain unchanged.



GENERAL DATA PROTECTION REGULATION (GDPR) ENDORSEMENT

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

- A. SECTION I.C. **LIABILITY EXPENSE** COVERAGE is amended by the addition of the following under **Liability Expense**:

(4) General Data Protection Regulation (GRPR) Costs

- B. SECTION II. DEFINITIONS of the **Policy** is amended by the removal and replacement of II.AAA with the following:

AAA. Personally Identifiable Information means:

- (1) any information from which an individual may be uniquely and reliably identified or contacted, including but not limited to an individual's name, telephone number, email address, social insurance number, social security number, medical or healthcare data or other protected health information, biometric record, driver license number, state, provincial, or territorial identification number, account number, credit card number, debit card number, or access code or password that would permit access to that individual's financial account;
- (2) any other non-public personal information as defined in **Privacy and Security Regulations**; and
- (3) all "personal data" as defined by the **GDPR**; and
- (4) with the exception of "personal data" as defined by the **GDPR**, does not include information lawfully available to the general public for any reason, including but not limited to information from federal, state, provincial, territorial, municipal, or other local government records.

- C. SECTION II. DEFINITIONS of the **Policy** is amended by the addition of the following definitions:

General Data Protection Regulation (GRPR) Costs means amounts the **Insured** is legally obligated to pay in responding to a **GDPR Proceeding** that directly results from a **Privacy Incident** or a **Network Security Incident** that takes place during the **Policy Period** or Extended Reporting Period.

- D. Item 5. of this **Policy's** Declarations is amended by the addition of the following:

Coverage	Included (yes/no)	Each Claim Limit of Liability	Deductible / Waiting Period	Retroactive Date
GDPR Costs	Yes	\$2,000,000.00	\$40,000.00	Full Prior Acts

All other terms and conditions of this Policy remain unchanged.



UTILITY FRAUD ATTACK

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

- A. The following limit and deductible applies solely to the coverage provided in this endorsement:

Coverage	Each Claim Limit of Liability	Deductible / Waiting Period
Utility Fraud Attack	\$100,000.00	\$40,000.00

- B. SECTION II. DEFINITIONS, Items L. and M. of the **Policy** are deleted in their entirety and replaced with the following:

L. Cyber Crime Incident means:

- (1) **Telecommunications Hack**;
- (2) **Social Engineering Attack**;
- (3) **Reverse Social Engineering Attack**;
- (4) **Transfer of Funds Loss**; or
- (5) **Utility Fraud Attack**.

M. Cyber Crime Loss means:

- (1) charges incurred by the **Insured** from its telecommunications provider, directly resulting from a **Telecommunications Hack**; and
- (2) loss of funds directly resulting from any of the following:
 - (a) **Social Engineering Attack**;
 - (b) **Reverse Social Engineering Attack**;
 - (c) **Transfer of Funds Loss**; or
 - (d) **Utility Fraud Attack**.

Cyber Crime Loss does not include any amounts reimbursed or reversed by a financial institution.

- C. SECTION II. DEFINITIONS of the **Policy** is amended by the addition of the following definitions:

Utility Fraud Attack means additional amounts incurred by the manipulation or deception, by an unauthorized third party for its use of the **Insured Organization's** natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

- (1) incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Utility Fraud Attack** first occurred;
- (2) billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
- (3) not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
- (4) incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



MEDIA LIABILITY ENDORSEMENT

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

- A. SECTION II. DEFINITIONS of the **Policy** is amended by the removal and replacement of II.OO. with the following:

OO. Media Incident means any actual or alleged:

- (1) Defamation, slander, libel, or product disparagement alleged by a person or organization that claims to have been defamed, slandered or libeled, or by a person or organization that claims that his, her or its products have been disparaged;
- (2) Appropriation of name or likeness or publicity that places a person in a false light; or public disclosure of private facts;
- (3) Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
- (4) Copyright infringement, plagiarism, or misappropriation of information or ideas; or
- (5) Improper deep linking or framing;

directly resulting from the **Insured Organization's** business in the course of gathering communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **Media Material**, including social media authorized by the **Insured** to the public.

Media Incident shall not include false advertising or labeling on the **Insured's** products of services.

- B. SECTION II. DEFINITIONS of the **Policy** is amended by the addition of the following definition:

Media Material means any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such **Media Material**.

All other terms and conditions of this Policy remain unchanged.



RANSOM EVENT SUBLIMIT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COWBELL CYBER RISK INSURANCE POLICY – PRIME 250

In consideration of the Premium identified in Item 8 of the Declarations, it is agreed that:

The **Insurer's** obligation to pay or reimburse the **Insured** for **Claims, First Party Expense, First Party Loss, and Liability Expense** for a **Cyber Event** based upon, arising from or attributable to a **Ransom Event** (collectively, the "**Ransom Event Limit**") is \$500,000.00

The **Ransom Event Limit** is part of the Aggregate Limit of Liability as stated in Item 3. of the Declarations of this Policy.

Section II. DEFINITIONS N., **Cyber Event**, is deleted and replaced with the following:

- (a) **Privacy Incident;**
- (b) **Network Security Incident;**
- (c) **Cyber Crime Incident;** or
- (d) **Ransom Event.**

Section II, DEFINITIONS is amended to include the following:

Ransom Event means a threat from a third party (including acts of an employee acting outside of the scope of their duties and without the authorization of the **Insured**) to commit or continue an intentional attack against the **Insured's Computer Systems**, and / or publicly disclose **Protected Information** misappropriated from the Insured if **Money**, securities, or other property of value is not paid.

Nothing contained in this endorsement shall be construed to increase this Policy's limit(s) of liability.

All other terms and conditions of the Policy remain unchanged.



CRYPTOJACKING

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

- A. Item 5. of this Policy's Declarations is amended by the addition of the following:

<i>Coverage</i>	<i>Included (yes/no)</i>	<i>Each Claim Limit of Liability</i>	<i>Deductible</i>	<i>Retroactive Date</i>
Cryptojacking Loss	Yes	\$100,000.00	\$25,000.00	N/A

- B. SECTION I. INSURING AGREEMENTS is amended by the addition of the following:

D. CRYPTOJACKING LOSS

The **Insurer** will indemnify the Insured Organization for any direct financial loss sustained resulting from a **Cryptojacking Loss** that the **Insured** first discovers during the **Policy Period**.

- C. SECTION II. DEFINITIONS of the Policy is amended by the addition of the following definition:

Cryptojacking Loss means the **Unauthorized Access** or **Unauthorized Use** of **Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

- (1) incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking Loss** first occurred;
- (2) billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
- (3) not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
- (4) incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



RANSOM EVENT SUBLIMIT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COWBELL CYBER RISK INSURANCE POLICY – PRIME 250

In consideration of the Premium identified in Item 8 of the Declarations, it is agreed that:

- A. The following limit and deductible apply to a the **Insurer's** obligation to pay or reimburse the **Insured** for **Claims, First Party Expense, First Party Loss, and Liability Expense** for a **Cyber Event** based upon, arising from or attributable to a **Ransom Event** (collectively, the "**Ransom Event Limit**"):

Coverage	Each Claim Limit of Liability	Deductible / Waiting Period
Ransom Event		

The **Ransom Event Limit** is part of the Aggregate Limit of Liability as stated in Item 3. of the Declarations of this Policy.

- B. Section II. DEFINITIONS N., **Cyber Event**, is deleted and replaced with the following:

- (a) **Privacy Incident;**
- (b) **Network Security Incident;**
- (c) **Cyber Crime Incident;** or
- (d) **Ransom Event.**

- C. Section II, DEFINITIONS is amended to include the following definition:

Ransom Event means a threat from a third party (including acts of an employee acting outside of the scope of their duties and without the authorization of the **Insured**) to commit or continue an intentional attack against the **Insured's Computer Systems**, and / or publicly disclose **Protected Information** misappropriated from the Insured if **Money**, securities, or other property of value is not paid.

Nothing contained in this endorsement shall be construed to increase this Policy's limit(s) of liability.

All other terms and conditions of the Policy remain unchanged.



BIPA EXCLUSION ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COWBELL CYBER RISK INSURANCE POLICY – PRIME 250

SECTION III. EXCLUSIONS of the Policy is amended by adding the following:

Any actual or alleged violation of the Illinois Biometric Information Protection Act, or any amendments to the foregoing, or related federal, state or international law related to the collection of biometric information.

Any actual or alleged unlawful or unauthorized collection of biometric information.

All other terms and conditions of this Policy remain unchanged.



CYBER TERRORISM AMENDATORY ENDORSEMENT

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the Policy:

C. SECTION II. O. DEFINITIONS of the Policy is deleted and replaced by the following definition:

Cyberterrorism means the use of information technology to execute attacks or threats by any person or group, whether acting alone, or on behalf of, or in connection with, any individual, organization, or government, with the intention to:

- (1) cause harm;
- (2) intimidate any person or entity; or
- (3) cause destruction or harm to critical infrastructure or data, in furtherance of financial, social, ideological, religious, or political objectives;

which results in a threat or harm to **Your Network Security**.

Cyberterrorism does not include any activity which is part of or in support of any military action, war, or war-like operation.

All other terms and conditions of this Policy remain unchanged.



DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT THIS ENDORSEMENT DOES NOT GRANT COVERAGE OR CHANGE THE TERM AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

DISCLOSURE OF TERRORISM RISK INSURANCE ACT PREMIUM

The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$ 337.86

In accordance with the federal Terrorism Risk Insurance Act, the **Insurer** is required to provide the **Insured** with a notice disclosing the portion of the **Insured's** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of the **Insured's** premium attributable to such coverage is shown in the Policy Declarations.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage as follows of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share of terrorism losses is 80%.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury will not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the **Insurer** have met the **Insurer** deductible under the Terrorism Risk Insurance Act, the **Insurer** will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this Policy remain unchanged.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are added to the **Policy**:

CERTIFIED ACTS OF TERRORISM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the **Insurer** has met the **Insurer** deductible under the Terrorism Risk Insurance Act, the **Insurer** will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** includes the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **First Party Loss, First Party Expense, or Liability Expense** that is otherwise excluded under this Policy.

All other terms and conditions of this Policy remain unchanged.



TRADE OR ECONOMIC SANCTIONS EXCLUSION ENDORSEMENT

Solely for the purpose of coverage under this endorsement it is understood and agreed the following changes are made to the **Policy**:

This insurance does not provide any coverage, and the **Insurer** shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Insurer** to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited, to those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions of this Policy remain unchanged.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Finance and Administration Committee

RE: Minority-Female-Veteran Business-Owned Grants

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

This Ordinance is to establish the Female, Minority, and Veteran Owned Business Grant for 2023 and Authorizing Expenditures made for 2022. The program was created in 2021 in the spirit and intent of uplifting our minority owned, female, and veteran led businesses.

Statement of necessity for Emergency passage: For the purpose of providing grant opportunities at the earliest available date.

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg strives to make a more inclusive and diverse community;
and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, the City recognizes and appreciates our local heritage and understands the need to preserve and enhance its character and style; and

WHEREAS, the City continues to look for ways to grow and expand new and existing businesses within Reynoldsburg; and

WHEREAS, Reynoldsburg understands the financial obstacles placed on minority, female, and veteran owned businesses when first starting their new business; and

WHEREAS, in 2022, the City provided total grant funding to minority, female, and veteran owned businesses in the amount of \$52,687.15.

WHEREAS, the City expanded the minority, female, and veteran owned grant program in 2022 to include a dollar-for-dollar grant to these business for qualifying improvements, which Council hereby ratifies, and extends to the grants to be issued for 2023; and

WHEREAS, it is the City's intent to provide these grant opportunities to lift up our community to build a more diverse Reynoldsburg.

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

SECTION 1. That the Mayor is directed to establish the 2023 grant program and set necessary criteria to provide assistance to female, minority, and veteran owned businesses to establish new businesses and expand existing small businesses within the City of Reynoldsburg, which shall include \$1.00 for every \$1.00 of qualifying improvement up to a maximum of \$10,000.00.

SECTION 2. That expenditures from the grant program from the year 2022 in the amount of \$1.00 for every \$1.00 of qualifying improvements is hereby ratified and approved by this Council.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

SECTION 3. That the amount of \$100,000.00 shall be appropriated to account number 206.000.5529 Miscellaneous Distributions from the America Rescue Plan Act Fund (206) to finance the Reynoldsburg Female, Minority, Veteran New Business Grant Program.

SECTION 4. This Ordinance is deemed to be an emergency in order to distribute funding as quickly as possible; whereby upon passage by Council and signature of the Mayor, this Ordinance will be in effect.



Minority and Women Owned Business (MWOB) Grant

Minority-Women Owned Business Grant (MWOB) is designed to assist new business or expanding businesses within Reynoldsburg. The hope is to diversify, and improve our commercial offerings for the betterment of Reynoldsburg as a whole. The program was created in 2021 in the spirit, and intent of the lifting our minority owned, or female led businesses.

Program Description: Grant money is provided as a reimbursement and matched at \$.50 per \$1.00 of private investment up to a maximum of \$10,000 for eligible businesses. The total reimbursement amount will be based on submitted quote(s) contained within and set as part of the approved grant application.

Eligible Geography: All Commercial Business areas, as outlined in the Reynoldsburg Zoning Code.

Eligible Participants: Owners of for-profit businesses, non-profit or not-for-profit activities within the City may apply for an MWOB grant. Ineligible businesses include national chains, check cashing, sexually oriented businesses, governmental or quasi-governmental agencies and other businesses determined by the City to be contrary to the goals and objectives of community plans. Eligibility of non-profit, not-for-profit organizations shall be determined by proof of 501(c) status. Portions of buildings occupied by ineligible businesses may make the building ineligible for program funds. Eligibility of participants is at the sole discretion of the City.

Applicants requesting funding through the program must be current in their real estate property taxes and must be in good standing with all local, regional, state and federal taxing authorities. All properties participating in the program shall be in compliance with all applicable zoning, building and property maintenance standards.

Eligible Projects: Eligible projects are generally categorized into three types based on the nature of the proposed improvements. The following categories list examples of eligible improvements but do not represent an all-inclusive list. The Development Department is responsible for determining the eligibility of proposed improvements and said eligibility will remain at the sole discretion of the City. The City retains the right to approve an entire request, to approve portions of a request, suggest and/or ask for changes/additions to a request before approving or to deny any request or portion thereof. Building permit fees and professional design fees may be eligible for funding if associated with a project listed in the categories below.

1. Greenfield Development:
 - New construction for a new business.

2. Redevelopment/Expansion:
 - Redevelopment, Renovations, or expansion of an existing structure within the City.
3. Infill Development:
 - New Construction within a defined area of development within the City boundaries.

Funding: Project funds are provided as a reimbursement and matched for qualifying projects at a rate of \$1.00 per \$1.00. The maximum award per business shall not exceed \$10,000. This is a one-time grant opportunity, and once awarded, may not be eligible for re-application. The City determines the total reimbursement award based on the submitted quote(s) contained within the approved grant eligibility application. Costs exceeding the originally estimated amount may not be eligible for reimbursement.

Dispersal of Funds: Dispersed funds are to reimburse applicants for incurred expenses associated with approved project costs. Funds may be dispersed up to a maximum of two times during the duration of an approved project. Reimbursement requests will be processed upon the submission of proof of payment, photographs, inspection results and other needed documentation (as determined by staff) to verify the completion of the improvement.

Grant recipients are required to maintain records of expended funds and are to provide copies of all paid final invoices, paid receipts, inspection results and additional documentation demonstrating proper use of grant funds. Recipients not able to provide the necessary documentation/records will not be issued grant reimbursement funds.

This grant may be treated as income subject to Federal Income Tax. The City of Reynoldsburg is not liable for any tax implications resulting from the extension of this grant through the Minority-Women Owned Business Grant. See your tax advisor for clarification. The distribution of funds will be made in accordance with the guidelines stipulated by the administration of the City of Reynoldsburg.

Conflict of Interest: No official, employee or agent of the City shall have any personal interest, either direct or indirect, in the MWOB program, nor shall any such official, employee or agent participate in any decision relating to the MWOB program which affects his personal interests or the interests of any corporation, partnership or association in which he is, either directly or indirectly, interested. Additionally, work completed by applicants and/or property owners that hold ownership in any firm performing that work, or other instances in which the Development Department determines a conflict of interest is or may be present, shall be ineligible for MWOB funding.

Project Monitoring: Grant recipients must agree to allow any duly authorized representatives of the City of Reynoldsburg, at reasonable times and with twenty-four (24)

hours prior notice, to have access to any portion of the project in which the City is involved and the period of such right to this access shall be until the City closes out the project.

Grant Approval Process:

STEP 1 Pre-Application Meeting: It is recommended that prospective applicants have a pre-submittal meeting with Development Department staff. Please contact the Development Department at 614-322-6807 to obtain an application.

STEP 2 Eligibility Application: This application is to determine if proposed projects are eligible for reimbursement and sets the maximum amount the City can reimburse. Eligibility is determined through project quotes, photos of the site's current conditions, and plans, drawings, and/or photos of what is proposed. Submittal requirements are set forth on the application form. Information the applicant provides will be used as the basis for evaluating the project. Applications will not be considered complete and eligible for participation in the program unless all items on the application are answered and all required attachments are included.

STEP 3 Eligibility Approval Letter: This letter is sent to applicants when an Eligibility Application has been approved listing the eligible projects and maximum eligible reimbursement. A Reimbursement Application is sent to the applicant with the Eligibility Approval Letter.

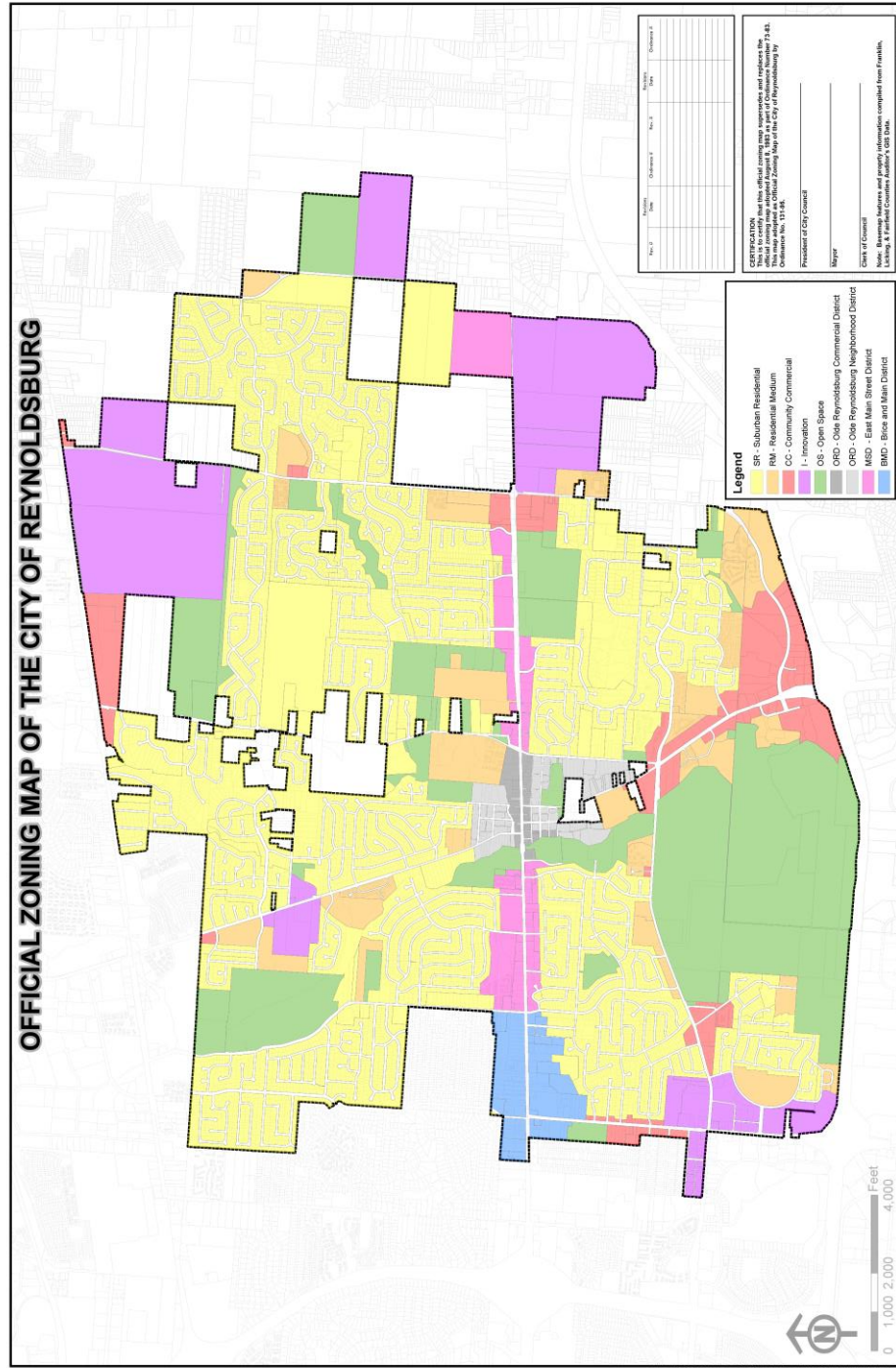
STEP 4 Permits Obtained: Participants in the grant program agree to obtain all necessary permits prior to the commencement of work and comply with all Reynoldsburg Ordinances.

STEP 5 Work Completed: All projects shall be completed and have received approval of all required inspections prior to submittal of the Reimbursement Application. Approved projects should be completed within 180 days from the date of the approved Eligibility Application unless a written extension is granted by the Development Department.

STEP 6 Reimbursement Application: This application is submitted after all work has been completed and received all necessary approvals (i.e. permits, inspections, approved plans, etc.). The Reimbursement Application determines the amount of possible reimbursement based on payments (i.e. paid invoices, copies of checks, credit card statements, etc.) and photos of the completed projects. Applications will not be considered complete and eligible for reimbursement unless all items on the application are answered and all required attachments are included.

STEP 7 Funds Released: Funds are in the form of a check that can either be picked-up at City Hall or mailed.

Attachment: MWOB Grant Information (156-2022 : Minority-Female-Veteran Business-Owned Grants)



Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Finance and Administration Committee

RE: 2022 Budget Appropriation

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

**AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO,
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023, AND DECLARING AN
EMERGENCY**

WHEREAS, appropriations are required effective January 1, 2023 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2023.

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

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

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

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 3. That the income tax revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2022 shall be and are hereby appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and revenues credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2022 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for the prior year shall be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$567,005/ shall be and is hereby appropriated in Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$1,042,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIEF agreement.

SECTION 8. That the amount of \$125,350 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

SECTION 10. That the effective date of the appropriations in this Ordinance shall be January 1, 2023.

SECTION 11. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the budget in place on January 1, 2023; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

City of Reynoldsburg

2023 Budget

Submitted by Joseph Begeny

**City of Reynoldsburg
2023 Budget Request**

11.7.a

BUDGET	DEPARTMENT	Personal	Supplies	Services	Debt	Other	Capital	2023	2023	2022	2021	2020	2019	2018	2017
		Services					Purchases	Budget	Estimated	Final	Actual	Actual	Actual	Actual	Actual
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request	Revenue	Budget	Expense	Expense	Expense	Expense	Expense
110-111-0000	POLICE	13,246,529	497,750	863,300	0	0	573,000	15,180,579		14,170,505	12,214,551	9,291,754	11,318,958	10,382,119	9,31
110-290-0000	MECHANIC	168,318	143,200	52,300	0	0	0	363,818		348,520	240,443	224,430	303,176	318,572	24
110-340-0000	PARKS & RECR.	1,432,726	297,091	443,518	0	0	240,000	2,413,335		2,338,942	1,672,123	1,335,150	1,634,408	1,531,635	1,20
110-343-0000	SENIOR CENTER	186,530	12,945	26,160	0	0	0	225,635		217,821	163,851	164,163	235,035	267,565	18
110-344-0000	COMMUNITY EVENTS	216,465	41,300	423,500	0	0	1,000	682,265		531,013	358,463	133,087	257,693		
110-448-0000	SERVICE	936,733	31,550	885,600	0	0	3,000	1,856,883		1,534,237	1,255,024	1,111,714	1,028,522	1,003,621	1,03
110-479-0000	BUILDING	938,849	18,000	131,500	0	0	80,000	1,168,349		943,308	585,533	525,957	482,464	432,502	43
110-522-0000	MAYOR	357,743	1,450	71,200	0	0	5,000	435,393		397,969	239,971	211,945	172,935	227,866	15
110-534-0000	CIVIL SERVICE	76,315	3,500	38,800	0	0	0	118,615		108,730	82,400	82,398	97,007	108,162	7
110-545-0000	CITY AUDITOR	531,270	4,500	127,520	0	0	0	663,290		491,283	449,050	456,964	421,097	395,019	43
110-554-0000	CITY ATTORNEY	653,457	7,400	129,750	0	0	6,500	797,107		737,721	663,151	662,205	618,275	558,364	56
110-571-0000	CITY COUNCIL	207,645	2,600	48,400	0	0	2,500	261,145		241,773	215,642	210,592	216,907	226,094	21
110-580-0000	DEVELOPMENT	352,624	3,750	439,700	0	0	5,000	801,074		564,955	437,990	449,623	489,815	436,995	24
110-582-0000	HUMAN RESOURCES	233,474	20,000	46,250	0	0	3,000	302,724		192,839	159,767	160,024	151,446	146,825	13
110-584-0000	COMPUTER	0	13,000	784,000	0	0	615,000	1,412,000		830,354	498,730	489,865	609,667	430,340	43
110-593-0000	CLERK OF COURTS	327,669	4,600	89,900	0	0	2,000	424,169		426,747	358,615	372,852	340,109	305,820	30
110-595-0000	GENERAL ADMIN.	269,917	7,000	919,750	0	0	60,000	1,256,667		1,152,990	580,705	926,927	850,164	816,018	63
110-810-0000	PUBLIC HEALTH	0	0	393,000	0	0	0	393,000		350,898	343,974	333,255	319,732	302,551	28
TOTAL	GENERAL FUND	20,136,264	1,109,636	5,914,148	0	0	1,596,000	28,756,048	25,524,864	25,580,605	20,519,983	17,142,905	19,547,410	17,890,068	12,64
220-564-0000	INCOME TAX	139,172	2,000	90,525		910,000		1,141,697	1,043,749	2,632,949	748,094	348,645	490,078	571,412	46
260-268-0000	STREET	801,373	357,200	215,460			414,223	1,788,256	2,017,000	1,334,370	1,191,097	1,699,634	1,104,328	1,398,697	81
270-268-0000	STATE HIGHWAY		70,000	37,000				107,000	166,000	104,000	96,371	68,840	91,171	92,322	4
710-735-0000	WATER	605,811	253,500	6,427,450	256,750		548,500	8,092,011	8,000,000	7,513,726	6,618,427	7,044,172	6,457,825	5,873,740	5,54
720-736-0000	WASTEWATER	555,696	130,500	6,475,250	0		488,500	7,649,946	7,100,000	7,196,322	6,398,400	6,471,285	5,523,076	5,427,075	5,29
740-737-0000	STORM WATER	335,278	65,600	1,140,540	125,650		0	1,667,068	2,050,000	1,743,789	1,637,859	1,808,481	1,958,571	1,346,055	1,24
750-738-0000	REFUSE COLL.	0	2,000	2,624,000	0		0	2,626,000	2,350,000	2,626,000	2,403,719	2,269,685	2,091,276	1,927,174	1,66
230-000-0000	PERMISSIVE LIC.							0	285,000		1,550,000				
240-000-0000	POLICE PENSION	300,000				4,000		304,000	267,354	154,000	153,158	152,949	202,836	162,822	19
250-000-0000	SEWER CAPACITY			250	0			250	202,300	250	33,615	62,776	64,382	64,603	6
	TOTALS	2,737,330	880,800	17,010,475	382,400	914,000	1,451,223	23,376,228	23,481,403	23,305,406	20,830,740	19,926,467	17,983,543	16,863,900	15,32
211-000-0000	COURT COMPUTER	0	15,000	51,500			0	66,500	15,000	105,500	22,637	18,989	15,474	11,824	2
282-111-0000	COPS IN SCHOOL							0							
290-111-0000	LAW ENFORCEMENT							0					62,216	47,225	
291-111-0000	DRUG ENFORCEMENT							0					0		
292-111-0000	SAFETY BELT PROG							0					0		
293-111-0000	DUI/EDUCATION							0					881		
294-111-0000	FEDERAL FORFEITURE							0					0		
295-111-0000	LAW ENFOR/ASST							0					0		
297-111-0000	EDWARD BYRNE							0							
310-000-0000	GENERAL DEBT				2,644,910			2,644,910	3,751,244	2,981,740	3,014,313	3,055,518	3,123,629	2,570,508	1,57
320-000-0000	S. A. DEBT							0							
330-000-0000	TAYLOR SQ. DEBT				567,005			567,005	567,005	573,905	570,473	571,828	567,861	568,675	57
690-000-0000	EMPLOYEE FUND							0							
941-000-0000	JEDD1					500,000		500,000	500,000	110,000	111,281	59,397			
942-000-0000	JEDD 2					75,000		75,000	75,000	85,000	87,932	35,129	1		
943-000-0000	JEDD 3			400,000				400,000	500,000	165,000	164,661	180,302	212		
944-000-0000	JEDD4			50,000				50,000	20,000	10,000	6,800	526			
947-000-0000	JEDD 7					250,000		250,000	450,000	0	112				
970-000-0000	Taylor Sq Tif			30,000				30,000	1,700,000	30,000	19,305	1,749,595	23,300	20,615	2
971-000-0000	BRICE-MAIN DEBT			4,000	76,275			80,275	175,000	106,975	81,502	133,494	85,129	95,732	8
972-000-0000	KROGER TIF DEBT							0		0	0	55,813			
973-000-0000	SUMMIT RD TIF #1			1,500				1,500	50,000	1,500	553	410	378	1,183	
974-000-0000	TAYLOR RD TIF #1			600				600	40,000	500	256	271	269	200	
975-000-0000	TAYLOR RD TIF #2			100				100	2,000	100	23	16	16	16	
	TOTAL MISC FUNDS	0	15,000	87,700	3,288,190	1,275,000	0	4,665,890	7,845,249	4,170,220	4,079,848	5,861,288	3,879,366	3,315,978	2,28
	GRAND TOTALS	22,873,594	2,005,436	23,012,323	3,670,590	2,189,000	3,047,223	56,798,166	56,851,516	53,056,231	45,430,571	42,930,660	41,410,319	38,069,946	30,26

Attachment: Final 2023 Budget (157-2022 : 2023 Budget Appropriations)

ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

WHEREAS, various appropriations are required effective January 1, 2023, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2023.

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

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

Department	#	Personal	Supplies	Services	Debt	Other	Capital	2023
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	13,246,529	497,750	863,300			573,000	15,180,579
MECHANIC	290	168,318	143,200	52,300				363,818
PARKS & RECR.	340	1,432,726	297,091	443,518			240,000	2,413,335
SENIOR CENTER	343	186,530	12,945	26,160			0	225,635
COMMUNITY EVENTS	344	216,465	41,300	423,500			1,000	682,265
SERVICE	448	936,733	31,550	885,600			3,000	1,856,883
BUILDING	479	938,849	18,000	131,500			80,000	1,168,349
MAYOR	522	357,743	1,450	71,200			5,000	435,393
CIVIL SERVICE	534	76,315	3,500	38,800				118,615
CITY AUDITOR	545	531,270	4,500	127,520				663,290
CITY ATTORNEY	554	653,457	7,400	129,750			6,500	797,107
CITY COUNCIL	571	207,645	2,600	48,400			2,500	261,145
DEVELOPMENT	580	352,624	3,750	439,700			5,000	801,074
HUMAN RE.	582	233,474	20,000	46,250			3,000	302,724
COMPUTER	584		13,000	784,000			615,000	1,412,000
CLERK OF COURTS	593	327,669	4,600	89,900			2,000	424,169
GENERAL ADMIN.	595	269,917	7,000	919,750			60,000	1,256,667
PUBLIC HEALTH	810			393,000				393,000
GENERAL FUND		20,136,264	1,109,636	5,914,148	0	0	1,596,000	28,756,048

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

Fund	#	Personal	Supplies	Services	Debt	Other	Capital	2023
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
INCOME TAX	220	139,172	2,000	90,525		910,000		1,141,697
COURT COMPUTER	211		15,000	51,500			0	66,500
STREET	260	801,373	357,200	215,460			414,223	1,788,256
STATE HIGHWAY	270		70,000	37,000				107,000
COPS IN SCHOOL	282							0
LAW ENFORCEMENT	290							0
DRUG ENFORCEMENT	291							0
SAFETY BELT PROG	292							0
DUI/EDUCATION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	605,811	253,500	6,427,450	256,750		548,500	8,092,011
WASTEWATER	720	555,696	130,500	6,475,250	0		488,500	7,649,946
STORM WATER	740	335,278	65,600	1,140,540	125,650		0	1,667,068
REFUSE COLL.	750		2,000	2,624,000				2,626,000
PERMISSIVE LIC.	230							0
POLICE PENSION	240	300,000				4,000		304,000
SEWER CAPACITY	250			250				250
GENERAL DEBT	310				2,644,910			2,644,910
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330				567,005			567,005
EMPLOYEE FUND	690							0
JEDD1	941			500,000				500,000
JEDD2	942			75,000				75,000
JEDD3	943			400,000				400,000
JEDD 4	944			50,000				50,000
JEDD 7	947			250,000				250,000
Taylor Sq Tif	970			30,000				30,000
BRICE-MAIN DEBT	971			4,000	76,275			80,275
KROGER TIF DEBT	972							0
SUMMIT RD TIF #1	973			1,500				1,500
TAYLOR RD TIF #1	974			600				600
TAYLOR RD TIF #2	975			100				100
TOTALS		2,737,330	895,800	18,373,175	3,670,590	914,000	1,451,223	28,042,118

Attachment: Final 2023 Budget (157-2022 : 2023 Budget Appropriations)

SECTION 3. That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2022 shall be and are hereby appropriated in the Fiduciary Funds, and the Capital Improvement Project Funds, and that the revenues credited to the Fiduciary funds shall be appropriated upon receipt to the proper associated accounts. That the 2022 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year will be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$ 567,005 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$ 1,042,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 8. That the amount of \$ 125,350 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. That the effective date of the appropriations in this ordinance shall be January 1, 2023.

SECTION 11. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for the reason that final appropriations for operation of the City beginning January 1, 2023 must be adopted by City Council prior to April 1, 2023; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor.

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 110 - General Fund						
EXPENSES						
Department: 111 - Police Division						
5100 - Personal Services						
5102	Wages-Staff	1,259,870.0000	1,259,870.0000	1,255,021.0000		
5104	Wages-Part time	132,897.0000	132,897.0000	149,282.0000		
5105	Overtime	365,000.0000	365,000.0000	365,000.0000		
5106	Longevity	59,100.0000	59,100.0000	65,250.0000		
5109	HSA Employer Funding	328,648.0000	328,648.0000	356,428.0000		
5111	Wages Chief	138,029.0000	138,029.0000	152,194.0000		
5113	Wages Enforcement	6,844,633.0000	6,844,633.0000	7,473,774.0000		
5151	PERS Contribution	197,459.0000	197,459.0000	199,234.0000		
5152	PFDPF Contribution	1,288,596.0000	1,288,596.0000	1,252,770.0000	add'l 300,000 paid from fund 240 Police Pension Fund	
5155	PERS Pickup	57,955.0000	57,955.0000	57,551.0000		
5161	Group Insurance	1,619,525.0000	1,619,525.0000	1,782,847.0000		
5166	Medicare	127,593.0000	127,593.0000	137,178.0000		
Account Classification Total: 5100 - Personal Services		\$12,419,305.00	\$12,419,305.00	\$13,246,529.00		
5200 - Supplies						
5201	Office Supplies	10,000.0000	12,322.5500	10,000.0000		
5202	Photo Copy Supplies	3,500.0000	3,500.0000	3,500.0000		
5203	Computer Supplies	13,600.0000	14,113.9900	19,000.0000		
5205	Small Tools/Minor Equipment	11,500.0000	11,500.0000	14,100.0000		
5206	Evidence	10,000.0000	10,000.0000	10,000.0000		
5207	Law Enforcement Supplies	66,000.0000	99,013.8300	95,250.0000		
5213	Repair and Maintenance Supplies	16,100.0000	17,603.7400	16,200.0000		
5241	Uniforms-Purchased	145,500.0000	151,124.2500	154,700.0000		
5251	MV Gas and Oil	190,000.0000	199,333.9000	175,000.0000		
Account Classification Total: 5200 - Supplies		\$466,200.00	\$518,512.26	\$497,750.00		
5300 - Services						
5311	Utilities	150,000.0000	162,192.4500	150,000.0000		
5321	Professional Training	91,000.0000	97,719.1000	110,000.0000		
5323	Publications	30,350.0000	30,350.0000	37,000.0000		
5324	Professional Association Dues	5,600.0000	5,650.0000	3,500.0000		
5325	Educational Assistance	10,000.0000	10,000.0000	10,000.0000		
5339	Misc Contract Services	69,200.0000	71,810.3900	82,000.0000		
5351	Liability Insurance Deductible	50,000.0000	50,000.0000	50,000.0000		
5361	Building Repair/Maintenance	60,000.0000	67,780.6800	74,000.0000		
5362	Equipment Maintenance	68,000.0000	70,942.6900	67,000.0000		
5363	MV Repair/Maintenance-External	30,000.0000	30,000.0000	52,000.0000		
5366	Computer Maintenance	3,000.0000	13,115.0000	3,000.0000		
5375	Prisoner Care	126,000.0000	130,262.6600	100,000.0000		
5391	Postage	8,000.0000	8,008.3500	8,000.0000		
5392	Fingerprinting Services	750.0000	797.2500	700.0000		
5393	L.E.A.D.S Terminal	8,000.0000	8,600.0000	8,000.0000		
5395	Printing/Advertising	27,000.0000	27,043.2000	22,100.0000		
5396	Uniform Cleaning/Repairs	65,000.0000	66,634.5000	70,000.0000		
5399	Other Miscellaneous Services	10,700.0000	11,137.4500	16,000.0000		
Account Classification Total: 5300 - Services		\$812,600.00	\$862,043.72	\$863,300.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	10,000.0000	10,000.0000	10,000.0000		
5632	Motor Vehicles	344,000.0000	535,216.9400	375,000.0000		
5633	Machinery and Equipment	40,000.0000	61,838.4400	59,000.0000		
5634	Unmarked Vehicles	28,400.0000	28,400.0000	35,000.0000		
5639	Other Equipment	50,000.0000	213,593.3500	94,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$472,400.00	\$849,048.73	\$573,000.00		
Department Total: 111 - Police Division		\$14,170,505.00	\$14,648,909.71	\$15,180,579.00		
Department: 290 - Mechanic						
<i>5100 - Personal Services</i>						
5102	Wages-Staff	104,043.0000	104,043.0000	113,755.0000		
5106	Longevity	550.0000	550.0000	0.0000		
5109	HSA Employer Funding	6,000.0000	6,000.0000	6,000.0000		
5151	PERS Contribution	14,643.0000	14,643.0000	15,926.0000		
5161	Group Insurance	31,017.0000	31,017.0000	30,988.0000		
5166	Medicare	1,517.0000	1,517.0000	1,649.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$157,770.00	\$157,770.00	\$168,318.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	200.0000	200.0000	200.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
5205	Small Tools/Minor Equipment	3,000.0000	3,000.0000	3,000.0000		
5213	Repair and Maintenance Supplies	130,000.0000	136,213.1700	130,000.0000		
5259	Operating Materials and Supplies	9,500.0000	9,500.0000	9,500.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$143,200.00	\$149,413.17	\$143,200.00		
<i>5300 - Services</i>						
5311	Utilities	600.0000	681.4700	0.0000		
5321	Professional Training	800.0000	800.0000	800.0000		
5362	Equipment Maintenance	3,000.0000	3,000.0000	3,000.0000		
5363	MV Repair/Maintenance-External	40,000.0000	40,000.0000	45,000.0000		
5397	Uniform Rental	1,650.0000	1,677.8400	2,000.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	1,500.0000		
<i>Account Classification Total: 5300 - Services</i>		\$47,550.00	\$47,659.31	\$52,300.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department Total: 290 - Mechanic		\$348,520.00	\$354,842.48	\$363,818.00		
Department:	340 - Parks and Recreation					
5100 - Personal Services						
5101	Salary-Elected Officials/Director	105,500.0000	105,500.0000	108,680.0000		
5102	Wages-Staff	678,070.0000	678,070.0000	733,599.0000		
5105	Overtime	15,000.0000	15,000.0000	15,000.0000		
5106	Longevity	3,455.0000	3,455.0000	6,100.0000		
5109	HSA Employer Funding	54,000.0000	54,000.0000	46,000.0000		
5141	Wages-Seasonal Labor	125,000.0000	125,000.0000	125,000.0000		
5151	PERS Contribution	129,784.0000	129,784.0000	138,024.0000		
5161	Group Insurance	280,235.0000	280,235.0000	245,992.0000		
5166	Medicare	13,442.0000	13,442.0000	14,331.0000		
Account Classification Total: 5100 - Personal Services		\$1,404,486.00	\$1,404,486.00	\$1,432,726.00		
5200 - Supplies						
5201	Office Supplies	750.0000	750.0000	675.0000		
5203	Computer Supplies	680.0000	680.0000	475.0000		
5205	Small Tools/Minor Equipment	6,750.0000	6,750.0000	6,650.0000		
5209	Chemicals	47,320.0000	50,320.0000	54,050.0000	Price increase for chemicals and grass seed	
5213	Repair and Maintenance Supplies	46,050.0000	47,893.9200	45,045.0000		
5215	Recreational Supplies	83,941.0000	91,370.9000	119,896.0000	Increase in supply cost, especially player uniforms; food for safety town, plant re, Easter Bunny breakfast, Santa Breakfast and other events; bases, anchors, home plate; medals; sports equipment. etc.	
5241	Uniforms-Purchased	5,000.0000	5,689.9200	5,000.0000		
5251	MV Gas and Oil	22,000.0000	26,441.0500	26,000.0000		
5252	Aggregates	16,950.0000	16,950.0000	19,500.0000		
5259	Operating Materials and Supplies	22,750.0000	24,664.7400	19,800.0000		
Account Classification Total: 5200 - Supplies		\$252,191.00	\$271,510.53	\$297,091.00		
5300 - Services						
5303	Community Events	7,200.0000	7,200.0000	11,035.0000	Race penguin; race shirts; race supplies; medals; swag; food	
5311	Utilities	39,000.0000	42,175.2600	41,700.0000		
5321	Professional Training	1,900.0000	1,900.0000	3,500.0000		
5322	Conference/Reimb	9,200.0000	10,167.0000	9,550.0000		
5323	Publications	250.0000	250.0000	250.0000		
5324	Professional Association Dues	2,500.0000	2,500.0000	2,515.0000		
5338	Personal Service Contracts	66,086.0000	66,207.3300	61,000.0000		
5339	Misc Contract Services	279,339.0000	324,200.6200	236,000.0000	Streetscape--landscape maint & irrigation; repaint Livingston House; pond maint/mowing; Silco; fire extinguisher testing; SWANK; equipment rental; Heirloom Design etc.	
5361	Building Repair/Maintenance	18,000.0000	23,771.2000	20,000.0000		
5362	Equipment Maintenance	2,000.0000	2,000.0000	2,000.0000		
5391	Postage	7,500.0000	10,562.2600	11,500.0000	Heirloom mailing--3x yr; office mailings	
5395	Printing/Advertising	25,000.0000	32,476.2900	30,000.0000	Heirloom--3x yr; office envelopes; outside printing; banners; push in signs	
5399	Other Miscellaneous Services	14,290.0000	17,102.9900	14,468.0000		
Account Classification Total: 5300 - Services		\$472,265.00	\$540,512.95	\$443,518.00		
5600 - Capital Purchases						
5601	Land	0.0000	1,217.6000	0.0000		
5602	Land Improvements			115,000.0000	\$65K for LH; \$50K for Spangler fence (moved from other Misc services)	
5631	Furniture and Fixtures	15,000.0000	15,000.0000	0.0000		
5632	Motor Vehicles	0.0000	0.0000	35,000.0000	additional truck for park ranger	
5633	Machinery and Equipment	170,000.0000	170,000.0000	90,000.0000	Z turn mower 60" Cart/plow/cab/GPS ABI Infield Groomer Attachments	
5639	Other Equipment	25,000.0000	35,607.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$210,000.00	\$221,824.60	\$240,000.00		
Department Total: 340 - Parks and Recreation		\$2,338,942.00	\$2,438,334.08	\$2,413,335.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 343 - Senior Center						
5100 - Personal Services						
5102	Wages-Staff	120,042.0000	120,042.0000	126,214.0000		
5105	Overtime	2,000.0000	2,000.0000	2,000.0000		
5106	Longevity	650.0000	650.0000	1,050.0000		
5109	HSA Employer Funding	6,000.0000	6,000.0000	6,000.0000		
5151	PERS Contribution	17,177.0000	17,177.0000	18,097.0000		
5161	Group Insurance	31,323.0000	31,323.0000	31,294.0000		
5166	Medicare	1,779.0000	1,779.0000	1,875.0000		
Account Classification Total: 5100 - Personal Services		\$178,971.00	\$178,971.00	\$186,530.00		
5200 - Supplies						
5201	Office Supplies	1,300.0000	1,300.0000	1,445.0000		
5203	Computer Supplies	1,500.0000	1,500.0000	1,500.0000		
5213	Repair and Maintenance Supplies	5,000.0000	5,130.0000	5,000.0000		
5215	Recreational Supplies	2,000.0000	2,454.8200	5,000.0000		
5216	Contributed Supplies Purchased	0.0000	18,978.5600	0.0000		
Account Classification Total: 5200 - Supplies		\$9,800.00	\$29,363.38	\$12,945.00		
5300 - Services						
5311	Utilities	8,500.0000	8,812.4600	8,960.0000		
5321	Professional Training	0.0000	0.0000	300.0000		
5322	Conference/Reimb	400.0000	400.0000	400.0000		
5324	Professional Association Dues	150.0000	250.0000	150.0000		
5339	Misc Contract Services	9,500.0000	10,100.0000	5,850.0000		
5361	Building Repair/Maintenance	8,000.0000	8,000.0000	8,000.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
Account Classification Total: 5300 - Services		\$29,050.00	\$30,062.46	\$26,160.00		
5600 - Capital Purchases						
5639	Other Equipment	0.0000	2,439.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$2,439.00	\$0.00		
Department Total: 343 - Senior Center		\$217,821.00	\$240,835.84	\$225,635.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 344 - Community Events						
5100 - Personal Services						
5102	Wages-Staff	67,637.0000	67,637.0000	122,097.0000		
5105	Overtime	50,000.0000	50,000.0000	20,000.0000		
5106	Longevity	0.0000	0.0000	650.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	8,000.0000		
5151	PERS Contribution	16,469.0000	16,469.0000	19,985.0000		
5161	Group Insurance	21,846.0000	21,846.0000	43,664.0000		
5166	Medicare	1,706.0000	1,706.0000	2,069.0000		
Account Classification Total: 5100 - Personal Services		\$161,658.00	\$161,658.00	\$216,465.00		
5200 - Supplies						
5201	Office Supplies	300.0000	300.0000	500.0000		
5203	Computer Supplies	3,500.0000	3,500.0000	3,500.0000		
5215	Recreational Supplies	27,000.0000	30,118.5400	31,000.0000		
5241	Uniforms-Purchased	0.0000	0.0000	300.0000		
5251	MV Gas and Oil	4,000.0000	4,000.0000	6,000.0000	Increase in fuel prices	
Account Classification Total: 5200 - Supplies		\$34,800.00	\$37,918.54	\$41,300.00		
5300 - Services						
5311	Utilities	1,500.0000	1,581.4700	1,500.0000		
5321	Professional Training	831.0000	831.0000	1,200.0000	Market Manager Certification Adobe illustrator and InDesign Training	
5322	Conference/Reimb	1,970.0000	1,970.0000	3,000.0000	Mileage Reimbursement OFEA Conference 3CMA Conference	
5324	Professional Association Dues	1,154.0000	1,154.0000	1,500.0000	3CMA OFEA Ohio Proud Ohio Farmers Market Association	
5339	Misc Contract Services	270,000.0000	275,225.0000	323,300.0000	Tomato Festival: MPE Contract Increase Community Survey	
5395	Printing/Advertising	49,100.0000	64,457.6900	74,000.0000	Community Guide: increase printing to include apartments in 2023 Magnets: advertise events distributed to elementary schools	
5399	Other Miscellaneous Services	10,000.0000	13,224.0000	19,000.0000		
Account Classification Total: 5300 - Services		\$334,555.00	\$358,443.16	\$423,500.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	0.0000	1,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$1,000.00		
Department Total: 344 - Community Events		\$531,013.00	\$558,019.70	\$682,265.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 448 - Service Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	108,680.0000	108,680.0000	111,946.0000		
5102	Wages-Staff	383,730.0000	383,730.0000	497,451.0000	assistant public service mgr	
5105	Overtime	7,000.0000	7,000.0000	7,000.0000		
5106	Longevity	3,150.0000	3,150.0000	5,800.0000		
5109	HSA Employer Funding	30,000.0000	30,000.0000	34,000.0000		
5151	PERS Contribution	70,358.0000	70,358.0000	87,108.0000		
5161	Group Insurance	162,332.0000	162,332.0000	184,406.0000		
5166	Medicare	7,287.0000	7,287.0000	9,022.0000		
Account Classification Total: 5100 - Personal Services		\$772,537.00	\$772,537.00	\$936,733.00		
5200 - Supplies						
5201	Office Supplies	2,500.0000	2,500.0000	2,500.0000		
5203	Computer Supplies	1,250.0000	1,250.0000	1,250.0000		
5213	Repair and Maintenance Supplies	20,000.0000	20,368.7400	25,000.0000		
5251	MV Gas and Oil	1,800.0000	1,867.8700	1,800.0000		
5259	Operating Materials and Supplies	500.0000	500.0000	1,000.0000		
Account Classification Total: 5200 - Supplies		\$26,050.00	\$26,486.61	\$31,550.00		
5300 - Services						
5301	Boards/Commissions	250.0000	250.0000	250.0000		
5302	Street Lighting	275,000.0000	288,480.0000	300,000.0000		
5303	Community Events	45,000.0000	45,000.0000	50,000.0000		
5311	Utilities	1,600.0000	1,723.3300	2,000.0000		
5321	Professional Training	500.0000	500.0000	500.0000		
5322	Conference/Reimb	1,000.0000	1,000.0000	1,000.0000		
5323	Publications	100.0000	100.0000	100.0000		
5324	Professional Association Dues	250.0000	250.0000	300.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	150,000.0000	185,942.3800	200,000.0000		
5339	Misc Contract Services	120,000.0000	162,613.2400	150,000.0000		
5362	Equipment Maintenance	4,500.0000	4,692.9900	4,500.0000		
5367	Streetscape Maintenance	50,000.0000	50,200.0000	75,000.0000		
5374	Emergency Management Services	45,000.0000	45,000.0000	45,000.0000		
5391	Postage	750.0000	750.0000	750.0000		
5395	Printing/Advertising	1,500.0000	1,500.0000	1,500.0000		
5396	Uniform Cleaning/Repairs	200.0000	200.0000	200.0000		
5397	Uniform Rental	2,000.0000	2,000.0000	2,000.0000		
5398	Tree/Grass Service	31,000.0000	31,000.0000	50,000.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	2,000.0000		
Account Classification Total: 5300 - Services		\$730,650.00	\$823,201.94	\$885,600.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	5,000.0000	5,000.0000	3,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$5,000.00	\$5,000.00	\$3,000.00		
Department Total: 448 - Service Department		\$1,534,237.00	\$1,627,225.55	\$1,856,883.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 479 - Building Department						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	95,000.0000	95,000.0000	97,859.0000		
5102	Wages-Staff	377,305.0000	377,305.0000	523,519.0000		
5105	Overtime	0.0000	0.0000	1,500.0000		
5106	Longevity	1,200.0000	1,200.0000	1,700.0000		
5109	HSA Employer Funding	30,000.0000	30,000.0000	34,000.0000		
5151	PERS Contribution	66,291.0000	66,291.0000	87,091.0000		
5161	Group Insurance	162,146.0000	162,146.0000	184,124.0000		
5166	Medicare	6,866.0000	6,866.0000	9,056.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$738,808.00	\$738,808.00	\$938,849.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	2,500.0000	2,627.7000	3,000.0000		
5203	Computer Supplies	1,500.0000	1,500.0000	3,500.0000		
5241	Uniforms-Purchased	3,500.0000	3,514.0000	4,500.0000		
5251	MV Gas and Oil	6,000.0000	6,334.2700	7,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$13,500.00	\$13,975.97	\$18,000.00		
<i>5300 - Services</i>						
5311	Utilities	6,000.0000	6,305.8800	7,000.0000		
5321	Professional Training	3,500.0000	3,719.0000	4,000.0000		
5322	Conference/Reimb	3,000.0000	3,000.0000	3,000.0000		
5323	Publications	1,000.0000	1,349.9500	2,000.0000		
5324	Professional Association Dues	1,500.0000	1,500.0000	2,000.0000		
5325	Educational Assistance	1,000.0000	1,000.0000	1,500.0000		
5331	Engineering/Architecture	2,000.0000	2,000.0000	2,000.0000		
5339	Misc Contract Services	55,000.0000	57,182.5000	30,000.0000		
5362	Equipment Maintenance	7,000.0000	7,000.0000	7,000.0000		
5366	Computer Maintenance	5,000.0000	5,000.0000	7,000.0000		
5376	County Health Services	60,000.0000	63,780.0000	60,000.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
5395	Printing/Advertising	3,500.0000	3,500.0000	3,500.0000		
<i>Account Classification Total: 5300 - Services</i>		\$151,000.00	\$157,837.33	\$131,500.00		
<i>5600 - Capital Purchases</i>						
5632	Motor Vehicles	40,000.0000	40,000.0000	80,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$40,000.00	\$40,000.00	\$80,000.00		
Department Total: 479 - Building Department		\$943,308.00	\$950,621.30	\$1,168,349.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 522 - Mayor						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	97,802.0000	97,802.0000	97,802.0000		
5102	Wages-Staff	148,809.0000	148,809.0000	150,591.0000		
5104	Wages-Part time	7,000.0000	7,000.0000	7,000.0000		
5109	HSA Employer Funding	10,000.0000	10,000.0000	10,000.0000		
5151	PERS Contribution	35,506.0000	35,506.0000	35,755.0000		
5161	Group Insurance	52,575.0000	52,575.0000	52,892.0000		
5166	Medicare	3,677.0000	3,677.0000	3,703.0000		
Account Classification Total: 5100 - Personal Services		\$355,369.00	\$355,369.00	\$357,743.00		
5200 - Supplies						
5201	Office Supplies	800.0000	800.0000	1,200.0000		
5203	Computer Supplies	250.0000	250.0000	250.0000		
Account Classification Total: 5200 - Supplies		\$1,050.00	\$1,050.00	\$1,450.00		
5300 - Services						
5311	Utilities	800.0000	881.4700	1,200.0000		
5322	Conference/Reimb	1,000.0000	1,025.0000	2,000.0000		
5324	Professional Association Dues	1,750.0000	1,750.0000	5,000.0000		
5332	Legal Services	30,000.0000	46,135.8500	30,000.0000		
5339	Misc Contract Services	6,000.0000	34,000.0000	30,000.0000		
5391	Postage	500.0000	500.0000	500.0000		
5399	Other Miscellaneous Services	1,500.0000	1,751.3400	2,500.0000	\$1000 for employee retention activities - including employee breakfast, summer cookout, and employee holiday meal	
Account Classification Total: 5300 - Services		\$41,550.00	\$86,043.66	\$71,200.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	0.0000	5,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$5,000.00		
Department Total: 522 - Mayor		\$397,969.00	\$442,462.66	\$435,393.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 534 - Civil Service Commission						
5100 - Personal Services						
5104	Wages-Part time	60,572.0000	60,572.0000	66,103.0000		
5151	PERS Contribution	8,480.0000	8,480.0000	9,254.0000		
5166	Medicare	878.0000	878.0000	958.0000		
Account Classification Total: 5100 - Personal Services		\$69,930.00	\$69,930.00	\$76,315.00		
5200 - Supplies						
5201	Office Supplies	1,700.0000	2,799.0000	1,000.0000		
5203	Computer Supplies	1,000.0000	1,000.0000	1,000.0000		
5259	Operating Materials and Supplies	1,300.0000	1,300.0000	1,500.0000		
Account Classification Total: 5200 - Supplies		\$4,000.00	\$5,099.00	\$3,500.00		
5300 - Services						
5321	Professional Training	600.0000	600.0000	600.0000		
5332	Legal Services	7,000.0000	7,000.0000	7,000.0000		
5336	Medical Services/Physical Exams	12,000.0000	12,000.0000	16,000.0000		
5339	Misc Contract Services	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	200.0000	200.0000	200.0000		
5395	Printing/Advertising	5,000.0000	5,081.0000	5,000.0000		
Account Classification Total: 5300 - Services		\$34,800.00	\$34,881.00	\$38,800.00		
Department Total: 534 - Civil Service Commission		\$108,730.00	\$109,910.00	\$118,615.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 545 - City Auditor						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	90,769.0000	90,769.0000	90,769.0000		
5102	Wages-Staff	161,876.0000	161,876.0000	269,258.0000		
5104	Wages-Part time	46,529.0000	46,529.0000	50,298.0000		
5105	Overtime	2,000.0000	2,000.0000	2,000.0000		
5106	Longevity	1,150.0000	1,150.0000	1,700.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	8,000.0000		
5151	PERS Contribution	41,275.0000	41,275.0000	56,914.0000		
5161	Group Insurance	24,300.0000	24,300.0000	46,328.0000		
5166	Medicare	4,384.0000	4,384.0000	6,003.0000		
Account Classification Total: 5100 - Personal Services		\$376,283.00	\$376,283.00	\$531,270.00		
5200 - Supplies						
5201	Office Supplies	2,000.0000	2,173.5400	2,500.0000	Chair for new staff member	
5203	Computer Supplies	2,000.0000	2,000.0000	2,000.0000		
Account Classification Total: 5200 - Supplies		\$4,000.00	\$4,173.54	\$4,500.00		
5300 - Services						
5321	Professional Training	2,400.0000	2,400.0000	3,500.0000		
5322	Conference/Reimb	6,300.0000	6,300.0000	9,000.0000	training for new staff NWS training for staff	
5323	Publications	0.0000	0.0000	1,200.0000	financial publications	
5324	Professional Association Dues	1,300.0000	1,380.0000	1,520.0000		
5333	Outside Professional Services	49,000.0000	56,500.0000	50,000.0000		
5339	Misc Contract Services	29,000.0000	29,999.4000	42,000.0000	GASB 87 software added	
5362	Equipment Maintenance	1,500.0000	1,500.0000	1,500.0000		
5366	Computer Maintenance	2,000.0000	2,000.0000	2,200.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
5395	Printing/Advertising	2,000.0000	2,298.2000	2,100.0000		
5399	Other Miscellaneous Services	15,000.0000	15,000.0000	12,000.0000		
Account Classification Total: 5300 - Services		\$111,000.00	\$119,877.60	\$127,520.00		
Department Total: 545 - City Auditor		\$491,283.00	\$500,334.14	\$663,290.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 554 - City Attorney						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	100,302.0000	100,302.0000	100,302.0000		
5102	Wages-Staff	267,515.0000	267,515.0000	285,979.0000		
5104	Wages-Part time	72,056.0000	72,056.0000	91,900.0000		
5106	Longevity	1,100.0000	1,100.0000	1,300.0000		
5109	HSA Employer Funding	16,000.0000	16,000.0000	16,000.0000		
5151	PERS Contribution	61,386.0000	61,386.0000	66,777.0000		
5161	Group Insurance	84,318.0000	84,318.0000	84,246.0000		
5166	Medicare	6,394.0000	6,394.0000	6,953.0000		
Account Classification Total: 5100 - Personal Services		\$609,071.00	\$609,071.00	\$653,457.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	5,873.3700	6,500.0000		
5203	Computer Supplies	400.0000	400.0000	400.0000		
5205	Small Tools/Minor Equipment	500.0000	500.0000	500.0000		
Account Classification Total: 5200 - Supplies		\$6,400.00	\$6,773.37	\$7,400.00		
5300 - Services						
5311	Utilities	300.0000	340.7500	500.0000		
5321	Professional Training	2,500.0000	2,500.0000	2,500.0000		
5322	Conference/Reimb	1,200.0000	1,200.0000	1,200.0000		
5323	Publications	7,200.0000	7,645.0000	7,200.0000		
5324	Professional Association Dues	3,200.0000	3,200.0000	3,200.0000		
5332	Legal Services	40,000.0000	43,750.0000	60,000.0000		
5333	Outside Professional Services	14,000.0000	14,000.0000	20,000.0000		
5337	Public Defender	10,000.0000	10,000.0000	7,500.0000		
5339	Misc Contract Services	39,100.0000	39,100.0000	19,100.0000		
5341	Court Costs and Fees	500.0000	500.0000	1,000.0000		
5362	Equipment Maintenance	0.0000	0.0000	2,800.0000	Printer Lease & Maintenance Agreement	
5366	Computer Maintenance	250.0000	250.0000	250.0000		
5391	Postage	1,000.0000	1,000.0000	1,500.0000		
5399	Other Miscellaneous Services	3,000.0000	3,013.0000	3,000.0000		
Account Classification Total: 5300 - Services		\$122,250.00	\$126,498.75	\$129,750.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	0.0000	6,000.0000	New office furniture for front area	
5639	Other Equipment	0.0000	0.0000	500.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$6,500.00		
Department Total: 554 - City Attorney		\$737,721.00	\$742,343.12	\$797,107.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 571 - City Council						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	65,336.0000	65,336.0000	65,169.0000		
5102	Wages-Staff	75,005.0000	75,005.0000	78,755.0000		
5104	Wages-Part time	10,978.0000	10,978.0000	26,094.0000		
5109	HSA Employer Funding	2,000.0000	2,000.0000	2,000.0000		
5151	PERS Contribution	21,185.0000	21,185.0000	23,802.0000		
5161	Group Insurance	9,375.0000	9,375.0000	9,360.0000		
5166	Medicare	2,194.0000	2,194.0000	2,465.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$186,073.00	\$186,073.00	\$207,645.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	2,000.0000	2,118.8300	2,100.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$2,500.00	\$2,618.83	\$2,600.00		
<i>5300 - Services</i>						
5321	Professional Training	2,500.0000	2,500.0000	2,500.0000		
5322	Conference/Reimb	3,500.0000	3,500.0000	3,500.0000	Increased to cover 2 staff members	
5324	Professional Association Dues	500.0000	500.0000	700.0000		
5339	Misc Contract Services	40,000.0000	46,517.5500	35,000.0000	This includes a small reception for departing Councilmembers at the December 2023 Council meeting.	
5391	Postage	200.0000	200.0000	200.0000		
5395	Printing/Advertising	3,000.0000	3,082.9100	3,000.0000		
5399	Other Miscellaneous Services	3,500.0000	3,500.0000	3,500.0000		
<i>Account Classification Total: 5300 - Services</i>		\$53,200.00	\$59,800.46	\$48,400.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	0.0000	0.0000	2,500.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$0.00	\$0.00	\$2,500.00		
Department Total: 571 - City Council		\$241,773.00	\$248,492.29	\$261,145.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 580 - Development Department						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	95,909.0000	95,909.0000	107,020.0000		
5102	Wages-Staff	132,702.0000	97,702.0000	138,009.0000		
5104	Wages-Part time	7,000.0000	7,000.0000	15,000.0000		
5106	Longevity	0.0000	0.0000	650.0000		
5109	HSA Employer Funding	12,000.0000	12,000.0000	8,000.0000		
5151	PERS Contribution	32,986.0000	32,986.0000	36,145.0000		
5161	Group Insurance	65,492.0000	65,492.0000	44,020.0000		
5166	Medicare	3,416.0000	3,416.0000	3,780.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$349,505.00	\$314,505.00	\$352,624.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	3,000.0000	3,050.0000	3,000.0000		
5203	Computer Supplies	250.0000	250.0000	250.0000		
5241	Uniforms-Purchased	500.0000	500.0000	500.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$3,750.00	\$3,800.00	\$3,750.00		
<i>5300 - Services</i>						
5301	Boards/Commissions	3,500.0000	3,500.0000	3,500.0000	Additional public notices required	
5311	Utilities	2,200.0000	2,281.4700	2,200.0000		
5321	Professional Training	2,000.0000	2,000.0000	2,000.0000		
5322	Conference/Reimb	5,000.0000	5,000.0000	8,000.0000	International Economic Development Council conference - Out of state travel	
5323	Publications	2,000.0000	2,000.0000	2,000.0000		
5324	Professional Association Dues	3,000.0000	3,000.0000	25,000.0000	MODE will be \$20.707 in 2023	
5325	Educational Assistance	3,500.0000	3,500.0000	3,500.0000		
5331	Engineering/Architecture	100,000.0000	175,691.5500	200,000.0000	City Thoroughfare Study 100k (analyzing current and projected transit patterns and possible city improvements required), 10k site design	
5332	Legal Services	20,000.0000	22,566.5000	30,000.0000	Additional JEDD, CRA and TIF potential	
5339	Misc Contract Services	60,000.0000	62,120.0000	158,000.0000	Fiber study and permitting review process improvement. OMH Case review services	
5391	Postage	500.0000	500.0000	500.0000		
5395	Printing/Advertising	4,000.0000	4,052.0000	4,000.0000		
5399	Other Miscellaneous Services	1,000.0000	4,650.0000	1,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$206,700.00	\$290,861.52	\$439,700.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	5,000.0000	5,000.0000	5,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$5,000.00	\$5,000.00	\$5,000.00		
Department Total: 580 - Development Department		\$564,955.00	\$614,166.52	\$801,074.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 582 - Human Resources Department						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	101,152.0000	101,152.0000	104,187.0000		
5102	Wages-Staff	0.0000	0.0000	65,000.0000		
5106	Longevity	600.0000	600.0000	900.0000		
5109	HSA Employer Funding	2,000.0000	2,000.0000	6,000.0000		
5151	PERS Contribution	14,245.0000	14,245.0000	23,812.0000		
5161	Group Insurance	9,267.0000	9,267.0000	31,108.0000		
5166	Medicare	1,475.0000	1,475.0000	2,467.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$128,739.00	\$128,739.00	\$233,474.00		
<i>5200 - Supplies</i>						
5201	Office Supplies	750.0000	750.0000	1,000.0000		
5203	Computer Supplies	750.0000	750.0000	1,000.0000		
5208	OSHA Supplies	18,000.0000	18,589.9500	18,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$19,500.00	\$20,089.95	\$20,000.00		
<i>5300 - Services</i>						
5321	Professional Training	1,500.0000	1,500.0000	2,000.0000		
5322	Conference/Reimb	0.0000	0.0000	500.0000		
5323	Publications	800.0000	800.0000	800.0000		
5324	Professional Association Dues	600.0000	600.0000	750.0000		
5336	Medical Services/Physical Exams	5,000.0000	5,000.0000	5,000.0000		
5339	Misc Contract Services	6,500.0000	6,500.0000	7,000.0000		
5391	Postage	200.0000	200.0000	200.0000		
5399	Other Miscellaneous Services	30,000.0000	30,641.9000	30,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$44,600.00	\$45,241.90	\$46,250.00		
<i>5600 - Capital Purchases</i>						
5631	Furniture and Fixtures	0.0000	0.0000	3,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$0.00	\$0.00	\$3,000.00		
Department Total: 582 - Human Resources Department		\$192,839.00	\$194,070.85	\$302,724.00		

Expense Budget Worksheet Report

11.7.a

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 584 - Computer Department						
5200 - Supplies						
5201	Office Supplies	250.0000	250.0000	250.0000		
5203	Computer Supplies	12,750.0000	18,736.8200	12,750.0000		
Account Classification Total: 5200 - Supplies		\$13,000.00	\$18,986.82	\$13,000.00		
5300 - Services						
5339	Misc Contract Services	161,000.0000	179,693.5500	169,000.0000		
5366	Computer Maintenance	513,354.0000	472,354.0000	615,000.0000		
Account Classification Total: 5300 - Services		\$674,354.00	\$652,047.55	\$784,000.00		
5600 - Capital Purchases						
5639	Other Equipment	143,000.0000	182,214.6800	615,000.0000	move energov software from maintenance to other equip	
Account Classification Total: 5600 - Capital Purchases		\$143,000.00	\$182,214.68	\$615,000.00		
Department Total: 584 - Computer Department		\$830,354.00	\$853,249.05	\$1,412,000.00		

Attachment: Final 2023 Budget (157-2022 : 2023 Budget Appropriations)

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 593 - Clerk of Courts						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	82,090.0000	82,090.0000	84,494.0000		
5102	Wages-Staff	102,555.0000	102,555.0000	114,487.0000		
5104	Wages-Part time	33,065.0000	33,065.0000	38,189.0000		
5106	Longevity	1,700.0000	1,700.0000	2,350.0000		
5109	HSA Employer Funding	8,000.0000	8,000.0000	8,000.0000		
5151	PERS Contribution	30,017.0000	30,017.0000	32,833.0000		
5161	Group Insurance	43,894.0000	43,894.0000	43,843.0000		
5166	Medicare	3,181.0000	3,181.0000	3,473.0000		
Account Classification Total: 5100 - Personal Services		\$304,502.00	\$304,502.00	\$327,669.00		
5200 - Supplies						
5201	Office Supplies	2,600.0000	2,617.3900	2,600.0000		
5203	Computer Supplies	2,000.0000	2,000.0000	2,000.0000		
Account Classification Total: 5200 - Supplies		\$4,600.00	\$4,617.39	\$4,600.00		
5300 - Services						
5321	Professional Training	1,000.0000	1,000.0000	1,000.0000		
5322	Conference/Reimb	250.0000	250.0000	250.0000		
5323	Publications	500.0000	500.0000	500.0000		
5324	Professional Association Dues	500.0000	500.0000	500.0000		
5332	Legal Services	76,000.0000	85,000.0000	60,000.0000		
5339	Misc Contract Services	1,500.0000	1,605.0500	1,500.0000		
5344	Witness Fees	250.0000	250.0000	300.0000	Anticipated Increase of Subpoenas	
5362	Equipment Maintenance	1,000.0000	1,000.0000	1,000.0000		
5377	Municipal Court	25,000.0000	25,000.0000	20,000.0000		
5391	Postage	2,000.0000	2,000.0000	2,250.0000	Anticipated Increase of Postage	
5393	L.E.A.D.S Terminal	600.0000	600.0000	600.0000		
5399	Other Miscellaneous Services	2,545.0000	2,590.0000	2,000.0000		
Account Classification Total: 5300 - Services		\$111,145.00	\$120,295.05	\$89,900.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	6,500.0000	6,500.0000	2,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$6,500.00	\$6,500.00	\$2,000.00		
Department Total: 593 - Clerk of Courts		\$426,747.00	\$435,914.44	\$424,169.00		

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department: 595 - General and Administrative						
<i>5100 - Personal Services</i>						
5164	Workers Compensation	241,740.0000	394,865.8700	244,917.0000		
5165	Unemployment Compensation	25,000.0000	25,000.0000	25,000.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		\$266,740.00	\$419,865.87	\$269,917.00		
<i>5200 - Supplies</i>						
5202	Photo Copy Supplies	7,000.0000	7,399.9000	7,000.0000		
<i>Account Classification Total: 5200 - Supplies</i>		\$7,000.00	\$7,399.90	\$7,000.00		
<i>5300 - Services</i>						
5301	Boards/Commissions	40,000.0000	40,693.9700	40,000.0000		
5311	Utilities	235,000.0000	241,239.2600	250,000.0000		
5324	Professional Association Dues	30,000.0000	30,000.0000	30,000.0000		
5351	Liability Insurance Deductible	280,000.0000	281,886.0000	290,000.0000		
5352	Motor Vehicle Insurance	95,000.0000	95,000.0000	95,000.0000		
5353	Employee Fidelity Bond	3,000.0000	3,000.0000	3,000.0000		
5361	Building Repair/Maintenance	65,000.0000	72,374.2500	95,000.0000		
5362	Equipment Maintenance	2,500.0000	2,500.0000	3,000.0000		
5371	Election Expense	20,000.0000	20,000.0000	20,000.0000		
5372	Delinquent Tax Advertising	750.0000	750.0000	750.0000		
5373	Auditor/Treasurer Fees	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	3,000.0000	3,482.6400	3,000.0000		
5394	Taxes/Assessments-City Property	55,000.0000	55,000.0000	70,000.0000		
5399	Other Miscellaneous Services	10,000.0000	10,600.0000	10,000.0000		
<i>Account Classification Total: 5300 - Services</i>		\$849,250.00	\$866,526.12	\$919,750.00		
<i>5600 - Capital Purchases</i>						
5611	Buildings	0.0000	0.0000	30,000.0000	reception area and bullet proof glass building dept	
5639	Other Equipment	30,000.0000	30,000.0000	30,000.0000		
<i>Account Classification Total: 5600 - Capital Purchases</i>		\$30,000.00	\$30,000.00	\$60,000.00		
Department Total: 595 - General and Administrative		\$1,152,990.00	\$1,323,791.89	\$1,256,667.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
Department: 810 - Public Health and Welfare								
5300 - Services								
5376		County Health Services	350,898.0000	350,898.0000	393,000.0000			
Account Classification Total: 5300 - Services			\$350,898.00	\$350,898.00	\$393,000.00			
Department Total: 810 - Public Health and Welfare			\$350,898.00	\$350,898.00	\$393,000.00			
EXPENSES Total			\$25,580,605.00	\$26,634,421.62	\$28,756,048.00			
Fund EXPENSE	Total: 110 - General Fund		\$25,580,605.00	\$26,634,421.62	\$28,756,048.00			

Expense Budget Worksheet Report

11.7.a

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 211 - Computerized Needs (courts)						
EXPENSES						
Department: 000 - General						
5200 - Supplies						
5203	Computer Supplies	15,000.0000	19,718.3000	15,000.0000		
Account Classification Total: 5200 - Supplies		\$15,000.00	\$19,718.30	\$15,000.00		
5300 - Services						
5322	Conference/Reimb	500.0000	500.0000	500.0000		
5366	Computer Maintenance	25,000.0000	25,000.0000	36,000.0000		Added the \$11K Annual Server Hosting Fees (New after Conversion from Courtview/Equivalent) -Per I.T., hosting on a non-shared server was more secure than a shared server or cloud based option
5399	Other Miscellaneous Services	15,000.0000	15,059.1900	15,000.0000		
Account Classification Total: 5300 - Services		\$40,500.00	\$40,559.19	\$51,500.00		
5600 - Capital Purchases						
5639	Other Equipment	50,000.0000	104,666.8400	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$50,000.00	\$104,666.84	\$0.00		
Department Total: 000 - General		\$105,500.00	\$164,944.33	\$66,500.00		
EXPENSES Total		\$105,500.00	\$164,944.33	\$66,500.00		
Fund EXPENSE	Total: 211 - Computerized Needs (courts)	\$105,500.00	\$164,944.33	\$66,500.00		

Attachment: Final 2023 Budget (157-2022 : 2023 Budget Appropriations)

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 220 - Income Tax Fund						
EXPENSES						
Department: 564 - Income Tax Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	94,502.0000	94,502.0000	96,387.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000		
5151	PERS Contribution	13,230.0000	13,230.0000	13,494.0000		
5161	Group Insurance	16,566.0000	16,566.0000	21,856.0000		
5164	Workers Compensation	2,681.0000	4,601.4600	2,037.0000		
5166	Medicare	1,370.0000	1,370.0000	1,398.0000		
Account Classification Total: 5100 - Personal Services		\$132,349.00	\$134,269.46	\$139,172.00		
5200 - Supplies						
5201	Office Supplies	1,500.0000	1,515.2500	1,500.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
Account Classification Total: 5200 - Supplies		\$2,000.00	\$2,015.25	\$2,000.00		
5300 - Services						
5321	Professional Training	500.0000	500.0000	1,500.0000	CPIM and Tax Requirements	
5322	Conference/Reimb	1,000.0000	1,000.0000	2,000.0000	CPIM and Tax Requirements	
5323	Publications	200.0000	200.0000	0.0000		
5324	Professional Association Dues	525.0000	525.0000	650.0000		
5339	Misc Contract Services	75,000.0000	75,000.0000	75,000.0000		
5353	Employee Fidelity Bond	75.0000	75.0000	150.0000		
5362	Equipment Maintenance	425.0000	425.0000	425.0000		
5373	Auditor/Treasurer Fees	200.0000	200.0000	300.0000		
5379	Other Governmental Billings	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	675.0000	675.0000	500.0000		
Account Classification Total: 5300 - Services		\$88,600.00	\$88,600.00	\$90,525.00		
5500 - Transfers/Other						
5519	Miscellaneous Costs	110,000.0000	110,000.0000	110,000.0000		
5529	Miscellaneous Distributions	800,000.0000	800,000.0000	800,000.0000		
5530	Enterprise Zone Payment	1,500,000.0000	1,500,000.0000	0.0000	E-Zone expired 12/31/2021, last payment made Feb. 2022	
Account Classification Total: 5500 - Transfers/Other		\$2,410,000.00	\$2,410,000.00	\$910,000.00		
Department Total: 564 - Income Tax Division		\$2,632,949.00	\$2,634,884.71	\$1,141,697.00		
EXPENSES Total		\$2,632,949.00	\$2,634,884.71	\$1,141,697.00		
Fund EXPENSE	Total: 220 - Income Tax Fund	\$2,632,949.00	\$2,634,884.71	\$1,141,697.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
Fund: 240 - Police Pension Fund								
EXPENSES								
Department: 000 - General								
5100 - Personal Services								
5152		PFDPF Contribution	150,000.0000	150,000.0000	300,000.0000			
Account Classification Total: 5100 - Personal Services			\$150,000.00	\$150,000.00	\$300,000.00			
5500 - Transfers/Other								
5519		Miscellaneous Costs	4,000.0000	4,000.0000	4,000.0000			
Account Classification Total: 5500 - Transfers/Other			\$4,000.00	\$4,000.00	\$4,000.00			
Department Total: 000 - General			\$154,000.00	\$154,000.00	\$304,000.00			
EXPENSES Total			\$154,000.00	\$154,000.00	\$304,000.00			
Fund EXPENSE	Total: 240 - Police Pension Fund		\$154,000.00	\$154,000.00	\$304,000.00			

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
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Fund: 250 - Sewer Capacity Fund

EXPENSES

Department: 736 - Wastewater Division

5300 - Services

5373	Auditor/Treasurer Fees	250.0000	250.0000	250.0000
Account Classification Total: 5300 - Services		\$250.00	\$250.00	\$250.00
Department Total: 736 - Wastewater Division		\$250.00	\$250.00	\$250.00
EXPENSES Total		\$250.00	\$250.00	\$250.00
Fund EXPENSE	Total: 250 - Sewer Capacity Fund	\$250.00	\$250.00	\$250.00

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 260 - Street Fund						
EXPENSES						
Department: 268 - Street Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	80,493.0000	80,493.0000	85,343.0000		
5102	Wages-Staff	404,255.0000	404,255.0000	425,852.0000		
5105	Overtime	28,000.0000	53,000.0000	28,000.0000		
5106	Longevity	3,550.0000	3,550.0000	7,125.0000		
5109	HSA Employer Funding	25,000.0000	25,000.0000	25,000.0000		
5151	PERS Contribution	71,932.0000	71,932.0000	76,135.0000		
5161	Group Insurance	134,548.0000	134,548.0000	134,449.0000		
5164	Workers Compensation	14,646.0000	22,274.9800	11,547.0000		
5166	Medicare	7,486.0000	7,486.0000	7,922.0000		
Account Classification Total: 5100 - Personal Services		\$769,910.00	\$802,538.98	\$801,373.00		
5200 - Supplies						
5201	Office Supplies	3,500.0000	3,642.0700	3,500.0000		
5203	Computer Supplies	1,000.0000	1,000.0000	1,000.0000		
5205	Small Tools/Minor Equipment	1,500.0000	1,500.0000	1,500.0000		
5213	Repair and Maintenance Supplies	500.0000	500.0000	500.0000		
5241	Uniforms-Purchased	2,000.0000	2,000.0000	3,200.0000		
5251	MV Gas and Oil	36,000.0000	38,859.0500	40,000.0000		
5252	Aggregates	19,000.0000	20,209.3000	17,000.0000		
5253	Ice Control	140,000.0000	140,000.0000	140,000.0000		
5259	Operating Materials and Supplies	130,500.0000	132,164.0800	150,500.0000		
Account Classification Total: 5200 - Supplies		\$334,000.00	\$339,874.50	\$357,200.00		
5300 - Services						
5311	Utilities	19,000.0000	20,082.1900	19,000.0000		
5313	Traffic Light Current	12,000.0000	12,549.0200	12,000.0000		
5321	Professional Training	500.0000	500.0000	500.0000		
5322	Conference/Reimb	200.0000	200.0000	200.0000		
5324	Professional Association Dues	160.0000	160.0000	160.0000		
5331	Engineering/Architecture	15,000.0000	21,500.0000	15,000.0000		
5339	Misc Contract Services	97,000.0000	97,025.1600	97,000.0000		
5351	Liability Insurance Deductible	8,000.0000	8,000.0000	8,000.0000		
5352	Motor Vehicle Insurance	8,000.0000	8,000.0000	8,000.0000		
5361	Building Repair/Maintenance	10,000.0000	10,000.0000	10,000.0000		
5365	Utility Line Repair/Maintenance	42,000.0000	42,000.0000	42,000.0000		
5391	Postage	100.0000	100.0000	100.0000		
5397	Uniform Rental	2,000.0000	2,051.6000	2,000.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	1,500.0000		
Account Classification Total: 5300 - Services		\$215,460.00	\$223,667.97	\$215,460.00		
5600 - Capital Purchases						
5632	Motor Vehicles	0.0000	0.0000	393,781.0000		
5633	Machinery and Equipment	15,000.0000	37,375.0000	20,442.0000		
Account Classification Total: 5600 - Capital Purchases		\$15,000.00	\$37,375.00	\$414,223.00		
Department Total: 268 - Street Department		\$1,334,370.00	\$1,403,456.45	\$1,788,256.00		
EXPENSES Total		\$1,334,370.00	\$1,403,456.45	\$1,788,256.00		
Fund EXPENSE	Total: 260 - Street Fund	\$1,334,370.00	\$1,403,456.45	\$1,788,256.00		

Expense Budget Worksheet Report

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
Fund: 270 - State Highway Fund								
EXPENSES								
Department: 268 - Street Department								
5200 - Supplies								
5253		Ice Control	55,000.0000	55,000.0000	55,000.0000			
5259		Operating Materials and Supplies	15,000.0000	15,000.0000	15,000.0000			
Account Classification Total: 5200 - Supplies			\$70,000.00	\$70,000.00	\$70,000.00			
5300 - Services								
5313		Traffic Light Current	12,000.0000	12,607.0900	12,000.0000			
5339		Misc Contract Services	3,000.0000	3,000.0000	3,000.0000			
5365		Utility Line Repair/Maintenance	19,000.0000	19,000.0000	22,000.0000			
Account Classification Total: 5300 - Services			\$34,000.00	\$34,607.09	\$37,000.00			
Department Total: 268 - Street Department			\$104,000.00	\$104,607.09	\$107,000.00			
EXPENSES Total			\$104,000.00	\$104,607.09	\$107,000.00			
Fund EXPENSE	Total: 270 - State Highway Fund		\$104,000.00	\$104,607.09	\$107,000.00			

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Fund: 310 - General Debt Retirement Fund									
EXPENSES									
Department:		991 - Debt Service							
		5400 - Debt Service							
5414		G. O. Bond-Principal	1,883,560.0000	1,883,560.0000	1,644,810.0000				
5424		G. O. Bond-Interest	1,098,180.0000	1,098,180.0000	1,000,100.0000				
Account Classification Total: 5400 - Debt Service			\$2,981,740.00	\$2,981,740.00	\$2,644,910.00				
Department Total: 991 - Debt Service			\$2,981,740.00	\$2,981,740.00	\$2,644,910.00				
EXPENSES Total			\$2,981,740.00	\$2,981,740.00	\$2,644,910.00				
Fund EXPENSE	Total: 310 - General Debt Retirement Fund		\$2,981,740.00	\$2,981,740.00	\$2,644,910.00				

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Fund: 330 - Taylor Sq Tief Debt Retirement									
EXPENSES									
Department: 991 - Debt Service									
5400 - Debt Service									
5414		G. O. Bond-Principal	550,000.0000	550,000.0000	555,000.0000				
5424		G. O. Bond-Interest	23,905.0000	23,905.0000	12,005.0000				
Account Classification Total: 5400 - Debt Service			\$573,905.00	\$573,905.00	\$567,005.00				
Department Total: 991 - Debt Service			\$573,905.00	\$573,905.00	\$567,005.00				
EXPENSES Total			\$573,905.00	\$573,905.00	\$567,005.00				
Fund EXPENSE	Total: 330 - Taylor Sq Tief Debt Retirement		\$573,905.00	\$573,905.00	\$567,005.00				

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 710 - Water Fund						
EXPENSES						
Department: 735 - Water Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	41,322.0000	41,322.0000	44,336.0000		
5102	Wages-Staff	270,769.0000	270,769.0000	336,150.0000		
5105	Overtime	15,400.0000	15,400.0000	15,400.0000		
5106	Longevity	2,575.0000	2,575.0000	3,575.0000		
5109	HSA Employer Funding	17,000.0000	17,000.0000	21,000.0000		
5151	PERS Contribution	45,999.0000	45,999.0000	55,715.0000		
5161	Group Insurance	93,697.0000	93,697.0000	115,400.0000		
5164	Workers Compensation	9,363.0000	14,137.7200	8,443.0000		
5166	Medicare	4,786.0000	4,786.0000	5,792.0000		
Account Classification Total: 5100 - Personal Services		\$500,911.00	\$505,685.72	\$605,811.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	6,058.5300	7,500.0000		
5203	Computer Supplies	7,500.0000	7,500.0000	7,500.0000		
5213	Repair and Maintenance Supplies	10,000.0000	10,000.0000	15,000.0000	currently at 110 % of 2022 budget	
5241	Uniforms-Purchased	3,500.0000	3,500.0000	3,500.0000		
5251	MV Gas and Oil	18,500.0000	19,176.9600	20,000.0000	cost of inflation	
5252	Aggregates	41,000.0000	41,301.6800	60,000.0000	Cost of inflation	
5259	Operating Materials and Supplies	90,000.0000	96,213.1200	120,000.0000	Spent 130 % of 2022 budget inflation.	
5263	Meters-Resale	20,000.0000	25,192.0500	20,000.0000		
Account Classification Total: 5200 - Supplies		\$196,000.00	\$208,942.34	\$253,500.00		
5300 - Services						
5311	Utilities	16,000.0000	17,575.0600	18,000.0000	inflation cost	
5321	Professional Training	3,800.0000	3,800.0000	3,800.0000		
5322	Conference/Reimb	2,500.0000	2,500.0000	2,500.0000		
5323	Publications	250.0000	250.0000	2,500.0000	We have lead and copper samples and CCR's increase inflation.	
5324	Professional Association Dues	400.0000	400.0000	400.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	20,000.0000	20,650.0000	20,000.0000		
5339	Misc Contract Services	50,000.0000	50,426.6200	50,000.0000		
5351	Liability Insurance Deductible	4,500.0000	4,500.0000	4,500.0000		
5352	Motor Vehicle Insurance	2,750.0000	2,750.0000	2,750.0000		
5361	Building Repair/Maintenance	2,000.0000	2,000.0000	2,000.0000		
5362	Equipment Maintenance	8,000.0000	8,000.0000	10,000.0000	due to inflation.	
5363	MV Repair/Maintenance-External	1,000.0000	1,000.0000	1,000.0000		
5364	MV Repair/Maintenance-Internal	6,000.0000	6,000.0000	6,000.0000		
5365	Utility Line Repair/Maintenance	38,000.0000	38,000.0000	38,000.0000		
5366	Computer Maintenance	12,500.0000	12,500.0000	12,500.0000		
5378	Columbus Contract	5,600,000.0000	6,100,915.4400	5,840,000.0000	4% increase from Columbus	
5379	Other Governmental Billings	15,000.0000	15,000.0000	15,000.0000		
5391	Postage	15,000.0000	15,000.0000	18,000.0000	inflation	
5399	Other Miscellaneous Services	200,000.0000	200,182.5800	380,000.0000	an increase to Sensus Water meters and remote cost and ordering enough to finish out cycle 3 not to mention the purchase for new builds also see 5633 for those purchases	
Account Classification Total: 5300 - Services		\$5,998,200.00	\$6,501,949.70	\$6,427,450.00		
5600 - Capital Purchases						
5611	Buildings	12,500.0000	12,500.0000	12,500.0000		
5631	Furniture and Fixtures	1,000.0000	1,259.9700	1,000.0000		
5632	Motor Vehicles	225,000.0000	225,000.0000	75,000.0000		
5633	Machinery and Equipment	250,000.0000	250,000.0000	350,000.0000	increased due to inflation	
5639	Other Equipment	75,000.0000	225,000.0000	110,000.0000	will need to pay for the RNI though Sensus 30,000	
Account Classification Total: 5600 - Capital Purchases		\$563,500.00	\$713,759.97	\$548,500.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Department Total: 735 - Water Division		\$7,258,611.00	\$7,930,337.73	\$7,835,261.00		
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	232,830.0000	232,830.0000	240,350.0000		
5424	G. O. Bond-Interest	22,285.0000	22,285.0000	16,400.0000		
Account Classification Total: 5400 - Debt Service		\$255,115.00	\$255,115.00	\$256,750.00		
Department Total: 991 - Debt Service		\$255,115.00	\$255,115.00	\$256,750.00		
EXPENSES Total		\$7,513,726.00	\$8,185,452.73	\$8,092,011.00		
Fund EXPENSE	Total: 710 - Water Fund	\$7,513,726.00	\$8,185,452.73	\$8,092,011.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 720 - Wastewater/Sewer Fund						
EXPENSES						
Department: 736 - Wastewater Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	41,322.0000	41,322.0000	44,336.0000		
5102	Wages-Staff	305,536.0000	305,536.0000	320,546.0000		
5105	Overtime	3,500.0000	3,500.0000	3,500.0000		
5106	Longevity	1,975.0000	1,975.0000	1,875.0000		
5109	HSA Employer Funding	19,000.0000	19,000.0000	19,000.0000		
5151	PERS Contribution	48,977.0000	48,977.0000	51,486.0000		
5161	Group Insurance	101,836.0000	101,836.0000	101,758.0000		
5164	Workers Compensation	9,995.0000	15,421.6200	7,826.0000		
5166	Medicare	5,109.0000	5,109.0000	5,369.0000		
Account Classification Total: 5100 - Personal Services		\$537,250.00	\$542,676.62	\$555,696.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	5,541.3300	7,500.0000		
5203	Computer Supplies	7,500.0000	7,500.0000	7,500.0000		
5213	Repair and Maintenance Supplies	2,500.0000	2,500.0000	7,500.0000		
5241	Uniforms-Purchased	3,500.0000	3,500.0000	3,500.0000		
5251	MV Gas and Oil	18,500.0000	19,176.9400	20,000.0000	inflation cost	
5252	Aggregates	4,500.0000	4,500.0000	4,500.0000		
5259	Operating Materials and Supplies	65,000.0000	71,213.1300	80,000.0000	6 to 8% inflation increase from all vendors	
Account Classification Total: 5200 - Supplies		\$107,000.00	\$113,931.40	\$130,500.00		
5300 - Services						
5311	Utilities	12,000.0000	12,499.9100	15,000.0000	inflation cost	
5321	Professional Training	4,000.0000	4,000.0000	4,000.0000		
5322	Conference/Reimb	1,000.0000	1,000.0000	1,500.0000		
5324	Professional Association Dues	350.0000	350.0000	500.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	20,000.0000	20,000.0000	20,000.0000		
5339	Misc Contract Services	45,000.0000	45,426.6200	45,000.0000		
5351	Liability Insurance Deductible	1,750.0000	1,750.0000	1,750.0000		
5352	Motor Vehicle Insurance	3,000.0000	3,000.0000	3,000.0000		
5361	Building Repair/Maintenance	9,000.0000	9,000.0000	9,000.0000		
5362	Equipment Maintenance	3,000.0000	3,000.0000	3,000.0000		
5363	MV Repair/Maintenance-External	1,000.0000	1,000.0000	1,000.0000		
5364	MV Repair/Maintenance-Internal	6,000.0000	6,000.0000	6,000.0000		
5365	Utility Line Repair/Maintenance	115,000.0000	246,457.7100	115,000.0000		
5366	Computer Maintenance	15,000.0000	15,000.0000	15,000.0000		
5378	Columbus Contract	5,500,000.0000	6,179,530.5700	5,840,000.0000	5% increase from Columbus	
5391	Postage	12,000.0000	12,000.0000	15,000.0000	increased cost inflation	
5399	Other Miscellaneous Services	200,000.0000	200,182.6000	380,000.0000	inflation cost shared with water department to purchase meters and radios.	
Account Classification Total: 5300 - Services		\$5,948,600.00	\$6,760,697.41	\$6,475,250.00		
5600 - Capital Purchases						
5601	Land	0.0000	3,800.0000	0.0000		
5611	Buildings	12,500.0000	12,500.0000	12,500.0000		
5631	Furniture and Fixtures	1,000.0000	1,259.9700	1,000.0000		
5632	Motor Vehicles	225,000.0000	225,000.0000	75,000.0000	reduced not purchasing any big vehicles	
5633	Machinery and Equipment	250,000.0000	250,000.0000	300,000.0000	cost associated with purchasing MXU's	
5639	Other Equipment	75,000.0000	225,000.0000	100,000.0000	increase for sensus RNI	
Account Classification Total: 5600 - Capital Purchases		\$563,500.00	\$717,559.97	\$488,500.00		
Department Total: 736 - Wastewater Division		\$7,156,350.00	\$8,134,865.40	\$7,649,946.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Department: 991 - Debt Service									
5400 - Debt Service									
5414		G. O. Bond-Principal	39,000.0000	39,000.0000	0.0000				
5424		G. O. Bond-Interest	972.0000	972.0000	0.0000				
Account Classification Total: 5400 - Debt Service			\$39,972.00	\$39,972.00	\$0.00				
Department Total: 991 - Debt Service			\$39,972.00	\$39,972.00	\$0.00				
EXPENSES Total			\$7,196,322.00	\$8,174,837.40	\$7,649,946.00				
Fund EXPENSE	Total: 720 - Wastewater/Sewer Fund		\$7,196,322.00	\$8,174,837.40	\$7,649,946.00				

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 740 - Storm Water Drainage Fund						
EXPENSES						
Department: 737 - Storm Water Division						
5100 - Personal Services						
5102	Wages-Staff	224,764.0000	224,764.0000	239,135.0000		
5105	Overtime	4,900.0000	4,900.0000	4,900.0000		
5106	Longevity	2,150.0000	2,150.0000	3,425.0000		
5109	HSA Employer Funding	7,000.0000	7,000.0000	7,000.0000		
5151	PERS Contribution	31,754.0000	31,754.0000	33,944.0000		
5161	Group Insurance	38,084.0000	38,084.0000	38,055.0000		
5164	Workers Compensation	6,576.0000	9,888.3500	5,230.0000		
5166	Medicare	3,361.0000	3,361.0000	3,589.0000		
Account Classification Total: 5100 - Personal Services		\$318,589.00	\$321,901.35	\$335,278.00		
5200 - Supplies						
5201	Office Supplies	6,500.0000	6,500.0000	6,500.0000		
5203	Computer Supplies	750.0000	750.0000	750.0000		
5205	Small Tools/Minor Equipment	1,500.0000	1,500.0000	1,500.0000		
5241	Uniforms-Purchased	1,000.0000	1,000.0000	1,600.0000		
5251	MV Gas and Oil	6,000.0000	6,344.0000	7,000.0000		
5252	Aggregates	1,250.0000	1,250.0000	1,250.0000		
5259	Operating Materials and Supplies	47,000.0000	47,000.0000	47,000.0000		
Account Classification Total: 5200 - Supplies		\$64,000.00	\$64,344.00	\$65,600.00		
5300 - Services						
5311	Utilities	7,000.0000	7,370.8000	7,000.0000		
5321	Professional Training	400.0000	400.0000	400.0000		
5322	Conference/Reimb	20.0000	20.0000	20.0000		
5324	Professional Association Dues	220.0000	220.0000	220.0000		
5331	Engineering/Architecture	8,000.0000	33,935.0000	8,000.0000		
5339	Misc Contract Services	42,450.0000	42,950.0000	47,450.0000		
5351	Liability Insurance Deductible	2,250.0000	2,250.0000	2,500.0000		
5352	Motor Vehicle Insurance	2,750.0000	2,750.0000	2,750.0000		
5361	Building Repair/Maintenance	4,000.0000	4,000.0000	4,000.0000		
5364	MV Repair/Maintenance-Internal	3,500.0000	3,500.0000	3,500.0000		
5365	Utility Line Repair/Maintenance	7,500.0000	7,500.0000	7,500.0000		
5378	Columbus Contract	936,000.0000	1,007,623.5300	992,200.0000		
5391	Postage	22,000.0000	22,000.0000	22,000.0000		
5397	Uniform Rental	2,000.0000	2,000.0000	2,000.0000		
5399	Other Miscellaneous Services	40,000.0000	40,182.6000	41,000.0000		
Account Classification Total: 5300 - Services		\$1,078,090.00	\$1,176,701.93	\$1,140,540.00		
5600 - Capital Purchases						
5632	Motor Vehicles	160,000.0000	160,000.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$160,000.00	\$160,000.00	\$0.00		
Department Total: 737 - Storm Water Division		\$1,620,679.00	\$1,722,947.28	\$1,541,418.00		

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Department: 991 - Debt Service									
5400 - Debt Service									
5414		G. O. Bond-Principal	110,000.0000	110,000.0000	115,000.0000				
5424		G. O. Bond-Interest	13,110.0000	13,110.0000	10,650.0000				
Account Classification Total: 5400 - Debt Service			\$123,110.00	\$123,110.00	\$125,650.00				
Department Total: 991 - Debt Service			\$123,110.00	\$123,110.00	\$125,650.00				
EXPENSES Total			\$1,743,789.00	\$1,846,057.28	\$1,667,068.00				
Fund EXPENSE	Total: 740 - Storm Water Drainage Fund		\$1,743,789.00	\$1,846,057.28	\$1,667,068.00				

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 750 - Solid Waste Fund						
EXPENSES						
Department: 738 - Refuse Collection						
5200 - Supplies						
5201	Office Supplies	2,000.0000	2,000.0000	2,000.0000		
Account Classification Total: 5200 - Supplies		\$2,000.00	\$2,000.00	\$2,000.00		
5300 - Services						
5315	Private Hauler Contract	2,500,000.0000	2,885,947.3900	2,500,000.0000		
5391	Postage	14,000.0000	14,000.0000	14,000.0000		
5399	Other Miscellaneous Services	110,000.0000	120,309.6500	110,000.0000		
Account Classification Total: 5300 - Services		\$2,624,000.00	\$3,020,257.04	\$2,624,000.00		
Department Total: 738 - Refuse Collection		\$2,626,000.00	\$3,022,257.04	\$2,626,000.00		
EXPENSES Total		\$2,626,000.00	\$3,022,257.04	\$2,626,000.00		
Fund EXPENSE	Total: 750 - Solid Waste Fund	\$2,626,000.00	\$3,022,257.04	\$2,626,000.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
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Fund: 941 - JEDD1-ETNA-REYNOLDSBURG

EXPENSES							
Department: 000 - General							
5500 - Transfers/Other							
5529	Miscellaneous Distributions	110,000.0000	790,000.0000	500,000.0000			
Account Classification Total: 5500 - Transfers/Other		\$110,000.00	\$790,000.00	\$500,000.00			
Department Total: 000 - General		\$110,000.00	\$790,000.00	\$500,000.00			
EXPENSES Total		\$110,000.00	\$790,000.00	\$500,000.00			
Fund EXPENSE	Total: 941 - JEDD1-ETNA-REYNOLDSBURG	\$110,000.00	\$790,000.00	\$500,000.00			

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
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Fund: 942 - JEDD2-ETNA-REYNOLDSBURG

EXPENSES							
Department: 000 - General							
5500 - Transfers/Other							
5529	Miscellaneous Distributions	85,000.0000	365,000.0000	75,000.0000			
Account Classification Total: 5500 - Transfers/Other		\$85,000.00	\$365,000.00	\$75,000.00			
Department Total: 000 - General		\$85,000.00	\$365,000.00	\$75,000.00			
EXPENSES Total		\$85,000.00	\$365,000.00	\$75,000.00			
Fund EXPENSE	Total: 942 - JEDD2-ETNA-REYNOLDSBURG	\$85,000.00	\$365,000.00	\$75,000.00			

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
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Fund: 943 - JEDD3-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	165,000.0000	650,000.0000	400,000.0000
Account Classification Total: 5500 - Transfers/Other		\$165,000.00	\$650,000.00	\$400,000.00
Department Total: 000 - General		\$165,000.00	\$650,000.00	\$400,000.00
EXPENSES Total		\$165,000.00	\$650,000.00	\$400,000.00
Fund EXPENSE	Total: 943 - JEDD3-ETNA-REYNOLDSBURG	\$165,000.00	\$650,000.00	\$400,000.00

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
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Fund: 944 - JEDD4-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	10,000.0000	60,000.0000	50,000.0000
Account Classification Total: 5500 - Transfers/Other		\$10,000.00	\$60,000.00	\$50,000.00
Department Total: 000 - General		\$10,000.00	\$60,000.00	\$50,000.00
EXPENSES Total		\$10,000.00	\$60,000.00	\$50,000.00
Fund EXPENSE	Total: 944 - JEDD4-ETNA-REYNOLDSBURG	\$10,000.00	\$60,000.00	\$50,000.00

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
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Fund: 947 - JEDD 7- REYNOLDSBURG-ETNA

EXPENSES

Department: 000 - General

5500 - Transfers/Other

5529	Miscellaneous Distributions	0.0000	395,000.0000	250,000.0000
Account Classification Total: 5500 - Transfers/Other		\$0.00	\$395,000.00	\$250,000.00
Department Total: 000 - General		\$0.00	\$395,000.00	\$250,000.00
EXPENSES Total		\$0.00	\$395,000.00	\$250,000.00
Fund EXPENSE	Total: 947 - JEDD 7- REYNOLDSBURG-ETNA	\$0.00	\$395,000.00	\$250,000.00

Expense Budget Worksheet Report

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
Fund: 970 - Taylor Sq School Tief							
EXPENSES							
Department: 000 - General							
Project: 0002 - Phase II							
5300 - Services							
5373	Auditor/Treasurer Fees	30,000.0000	30,000.0000	30,000.0000			
Account Classification Total: 5300 - Services		\$30,000.00	\$30,000.00	\$30,000.00			
5500 - Transfers/Other							
5501	Transfers	573,905.0000	573,905.0000	0.0000	567,005	IN ORDINANCE WORDING	
5527	Agency/Tief Distributions	950,250.0000	950,250.0000	0.0000	1042000	IN ORDINANCE WORDING	
Account Classification Total: 5500 - Transfers/Other		\$1,524,155.00	\$1,524,155.00	\$0.00			
Project Total: 0002 - Phase II		\$1,554,155.00	\$1,554,155.00	\$30,000.00			
Department Total: 000 - General		\$1,554,155.00	\$1,554,155.00	\$30,000.00			
EXPENSES Total		\$1,554,155.00	\$1,554,155.00	\$30,000.00			
Fund EXPENSE	Total: 970 - Taylor Sq School Tief	\$1,554,155.00	\$1,554,155.00	\$30,000.00			

Expense Budget Worksheet Report

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
Fund: 971 - Brice Main Tif							
EXPENSES							
Department: 000 - General							
5300 - Services							
5373		Auditor/Treasurer Fees	4,000.0000	4,000.0000	4,000.0000		
Account Classification Total: 5300 - Services			\$4,000.00	\$4,000.00	\$4,000.00		
5500 - Transfers/Other							
5527		Agency/Tief Distributions	130,350.0000	130,350.0000		125350 IN ORDINANCE WORDING	
Account Classification Total: 5500 - Transfers/Other			\$130,350.00	\$130,350.00	\$0.00		
Department Total: 000 - General			\$130,350.00	\$130,350.00	\$0.00		
Department: 991 - Debt Service							
5400 - Debt Service							
5414		G. O. Bond-Principal	100,000.0000	100,000.0000	75,000.0000		
5424		G. O. Bond-Interest	2,975.0000	2,975.0000	1,275.0000		
Account Classification Total: 5400 - Debt Service			\$102,975.00	\$102,975.00	\$76,275.00		
Department Total: 991 - Debt Service			\$102,975.00	\$102,975.00	\$76,275.00		
EXPENSES Total			\$233,325.00	\$233,325.00	\$80,275.00		
Fund EXPENSE Total: 971 - Brice Main Tif			\$233,325.00	\$233,325.00	\$80,275.00		

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry Comments	Mayor's Budget Comments
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Fund: 973 - Summit Rd Tif #1

EXPENSES

Department: 000 - General

Project: 4000 - Tief-General

5300 - Services

5373	Auditor/Treasurer Fees	1,500.0000	1,500.0000	1,500.0000
Account Classification Total: 5300 - Services		\$1,500.00	\$1,500.00	\$1,500.00
Project Total: 4000 - Tief-General		\$1,500.00	\$1,500.00	\$1,500.00
Department Total: 000 - General		\$1,500.00	\$1,500.00	\$1,500.00
EXPENSES Total		\$1,500.00	\$1,500.00	\$1,500.00
Fund EXPENSE	Total: 973 - Summit Rd Tif #1	\$1,500.00	\$1,500.00	\$1,500.00

Expense Budget Worksheet Report

Account Number		Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget	Comments
Fund: 974 - Taylor Rd Tif #1									
EXPENSES									
Department:		000 - General							
Project:		4000 - Tief-General							
5300 - Services									
5373	Auditor/Treasurer Fees		500.0000	500.0000	600.0000				
Account Classification Total: 5300 - Services			\$500.00	\$500.00	\$600.00				
5600 - Capital Purchases									
5651	Street Resurfacing		0.0000	250,000.0000	0.0000				
Account Classification Total: 5600 - Capital Purchases			\$0.00	\$250,000.00	\$0.00				
Project Total: 4000 - Tief-General			\$500.00	\$250,500.00	\$600.00				
Department Total: 000 - General			\$500.00	\$250,500.00	\$600.00				
EXPENSES Total			\$500.00	\$250,500.00	\$600.00				
Fund EXPENSE Total: 974 - Taylor Rd Tif #1			\$500.00	\$250,500.00	\$600.00				

Account Number	Account Description	2022 Adopted Budget	2022 Amended Budget	2023 Mayor's Budget	Department Entry	Comments	Mayor's Budget Comments
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Fund: 975 - Taylor Rd Tif #2

EXPENSES

Department: 000 - General
Project: 4000 - Tief-General
5300 - Services

5373	Auditor/Treasurer Fees	100.0000	100.0000	100.0000
Account Classification Total: 5300 - Services		\$100.00	\$100.00	\$100.00
Project Total: 4000 - Tief-General		\$100.00	\$100.00	\$100.00
Department Total: 000 - General		\$100.00	\$100.00	\$100.00
EXPENSES Total		\$100.00	\$100.00	\$100.00
Fund EXPENSE	Total: 975 - Taylor Rd Tif #2	\$100.00	\$100.00	\$100.00
EXPENSE GRAND Totals:		\$46,619,105.00	\$51,421,035.92	\$56,798,166.00

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: December 12, 2022

TO: Development, Parks and Recreation Committee

RE: Taylor-Summit Community Reinvestment Area

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Two read emergency

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND DECLARING AN EMERGENCY

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 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 Taylor-Summit Community Reinvestment Area, which area is identified on Exhibit B attached hereto; and

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Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

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WHEREAS, the maintenance of existing structures and construction of new structures in the proposed Taylor-Summit Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities within the proposed Taylor-Summit 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 Taylor-Summit 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 Taylor-Summit 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 Taylor-Summit 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 residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the Reynoldsburg Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 3. All properties identified in Exhibit B as being within the Taylor-Summit Community Reinvestment Area are eligible for this incentive (the City may determine all or any combination of project types - residential, commercial and industrial as eligible). This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

SECTION 4. Within the Taylor-Summit Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from the remodeling and new construction of commercial and industrial real property and the term of that exemption 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. For residential-property, a tax exemption, in the fixed percentage of 50%, on the increase in the assessed valuation resulting from improvements as described in the Revised Code 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 Revised Code 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.

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.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

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SECTION 5. All commercial and industrial projects are required to comply with the state application fee requirements of Revised Code Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement, currently a minimum of \$500 up to a maximum of \$2,500 annually (the monitoring fee is a local option and may be waived by the City).

SECTION 6. 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 7. The Community Reinvestment Area Housing Council established by Ordinance No. 59-2022 shall serve as the Community Reinvestment Area Housing Council for the Taylor-Summit Community Reinvestment Area. The Housing Council shall make an annual inspection of the properties within the Taylor-Summit 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 8. This Council reserves the right to re-evaluate the designation of the Taylor-Summit 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 9. The Mayor is hereby directed and authorized to petition the Director of the Ohio Department of Development to confirm the findings contained within this Ordinance. On or before March 31 of each year, the Mayor shall submit to the State Director of Development, and

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

the School District as may be applicable, any status reports for the Taylor-Summit Community Reinvestment Area, as may be required by Revised Code Sections 3735.672 and 3735.69.

SECTION 10. 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 11. 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 121.22.

SECTION 12. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to meet a situation affecting health, property and the public peace, and for the further reason that it is necessary to immediately designate the Taylor-Summit Community Reinvestment Area, in order to improve housing stock, and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by not less than five affirmative votes of Council and approval by the Mayor, and upon confirmation by the Director of the Department of Development of the findings of this Ordinance.

Exhibit A**TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA HOUSING SURVEY**

[ATTACHED]

**Community Reinvestment Area
Housing Survey**

**City of Reynoldsburg
Taylor-Summit 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

December 5, 2022

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Purpose and Scope

The City of Reynoldsburg is proposing to create a Community Reinvestment Area (CRA). Section 3735.65 of the ORC defines a CRA as the following: “an area within a municipal corporation or unincorporated area of a county for which the legislative authority of the municipal corporation or, for the unincorporated area, of the county, 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 CRA is located within Census Tracts 7562.03 and 7562.04. There are 563 residentially zoned parcels and 1 parcel zoned Innovation District within the proposed CRA. A complete listing of the parcels within the proposed Taylor-Summit CRA is shown in **Table 2** below. A written description of the proposed CRA boundary is as followed:

An area bounded in the north and northeast by the property located immediately south of the Summit Ridge Heights/Thousand Pines Residential Subdivision, which is located at the southeast quadrant of the intersection at Broad Street and Taylor Road; an area bounded in the northeast by properties located along the west side of Marinette Place and Jackies Bend, and the north side of Jackies Bend, Alli’s Place and Huggins Lane; an area bounded in the east by properties located on the west side of Summit Road between Huggins Lane and Firstgate Drive; an area bounded in the south by properties located on the north side of Firstgate Drive between Summit Road and Mueller Drive, the properties located on the west side of Mueller Drive that are adjacent to properties along the east side of Petigrew Court, the properties along the south side of Petigrew Court, the properties located on the south side Coral Canyon Circle, the properties along the south side of Turos Court, and the properties along the south side of Firstgate Drive between Turos Court and Taylor Road; an area bounded in the center west by the properties located on the north side of Firstgate Drive between Taylor Road and Ormiston Circle, the properties located on the west and northside of Ormiston Circle, and the properties along the north side of Ormiston Court; and an area bounded in the west by western edge of the public right of way along Taylor Road from Firstgate Drive, excluding parcels 012-028668-00.000, 012-028668-00.001, 012-028668-00.002, 012-028668-00.003, 012-028356-00.000, 063-151992-02.000, 063-141258-00.000, 063-142068-00.000, 063-140412-00.000, 063-140412-01.000 and 063-146604-00.000, until the northern end of the property located on the east side of Taylor Road immediately south of the Summit Ridge Heights/Thousand Pines Residential Subdivision.

City of Reynoldsburg

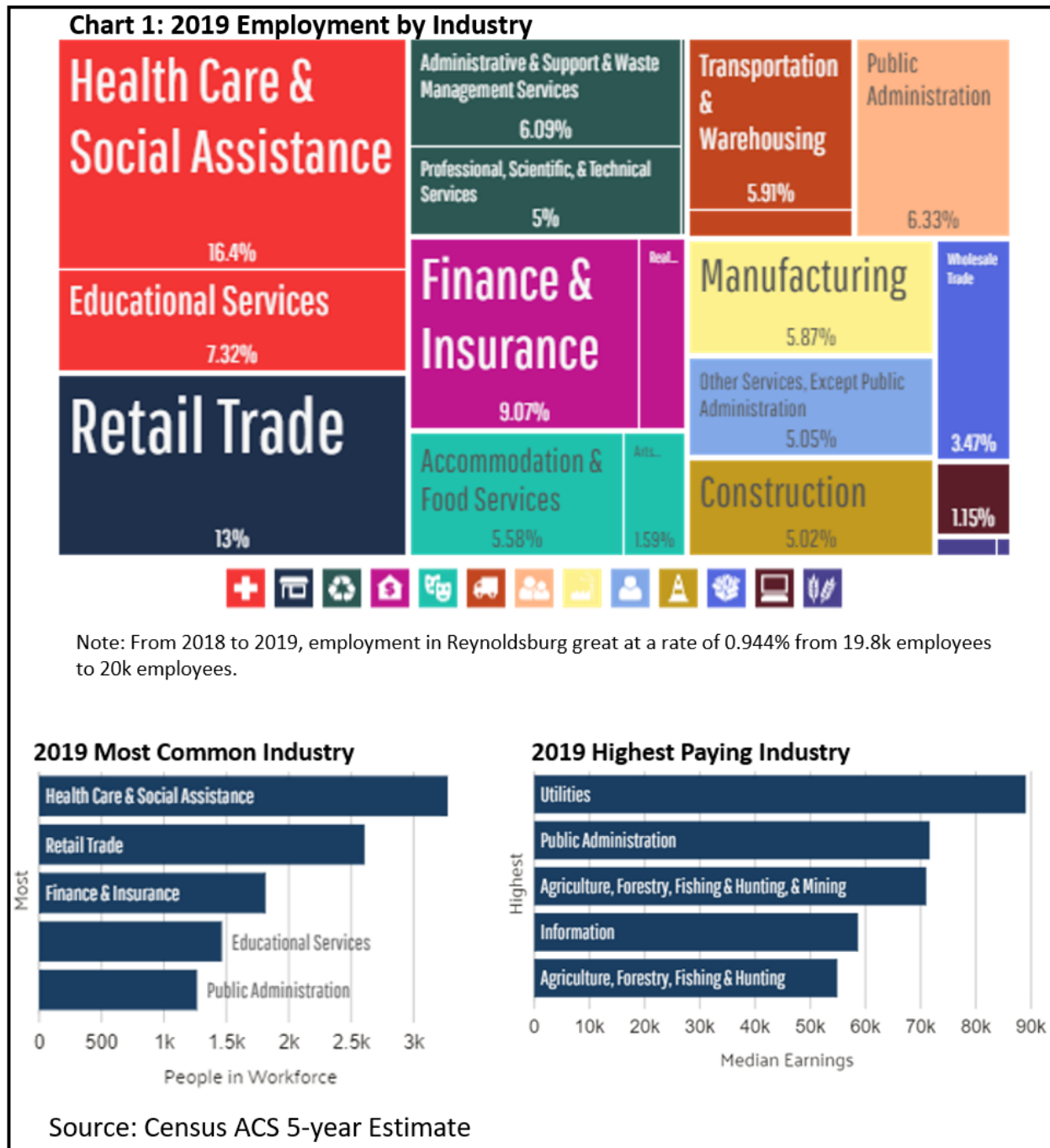
The City of Reynoldsburg was founded in March of 1839 and incorporated as a city in 1979. Reynoldsburg is an 11.16 square mile community within Franklin and Licking Counties. It is part of the Columbus Metropolitan Statistical Area. The city is abutted on the north by the City of Columbus and the City 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 persons 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 Taylor-Summit CRA District

The proposed Taylor-Summit CRA District is located within Census Tracts 7562.03 and 7562.04. There are 563 residentially zoned parcels and 1 parcel zoned Innovation District within the proposed Taylor-Summit CRA District, which encompasses approximately 205.24 acres. Specific characteristics of the housing stock within the aforementioned Census Tracts and the proposed Taylor-Summit CRA District are below.

CRA Housing Stock

According to the American Community Survey (ACS), there are 3,029 housing units within Census Tracts 7562.03 and 7562.04. Approximately 6% of those housing units are vacant. There are 70.7% of housing units that were built prior to 2000 and 3.7% were built prior to 1950. The ACS estimates that 23 homes within the Census Tracts 7562.03 and 7562.04 lack complete plumbing and kitchen facilities. Approximately 12% of the residential units are renter-occupied. The average monthly rent is approximately \$986 per month, which is 9% below the average monthly rent for the Columbus Metropolitan Statistical Area. In addition, based upon a municipal code enforcement assessment, at least one residential facility is vacant and abandoned within the proposed Taylor-Summit CRA District.

Condition of Housing

The City of Reynoldsburg conducted a windshield study of the residential structures within the proposed East Main CRA. In addition, using a visual survey and information from the Licking 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; 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: 8935 Coral Canyon Circle
Parcel No: 013-027294-00.114
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
 \$170,800 (\$41,200 land, \$129,600 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint on siding; discolored and fading on exterior building trim; and damaged siding.

Condition Ranking: Below Average



Property Address: 8961 Coral Canyon Circle
Parcel No: 013-027294-00.155
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
 \$214,600 (\$47,100 land, \$167,500 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; discoloration of roof; damaged siding; and cracked asphalt driveway.

Condition: Below Average



Property Address: 8797 Firstgate Drive
Parcel No: 013-027294-00.024
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
\$197,400 (\$47,100 land, \$150,300 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; and damaged siding.

Condition Ranking: Below Average



Property Address: 8808 Firstgate Drive
Parcel No: 013-027294-00.012
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
\$167,500 (\$41,200 land, \$126,300 improvements)

Condition Analysis: Missing window shutter; cracked asphalt driveway; and discoloration of roof and building foundation.

Condition Ranking: Below Average



Property Address: 9001 Firstgate Drive
Parcel No: 013-027294-00.169
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
 \$197,500 (\$46,400 land, \$151,100 improvements)

Condition Analysis: Over 20 years old; damaged front porch hand rail; damaged exterior siding; discoloration of window shutter; visible code enforcement violations; and roof discoloration.

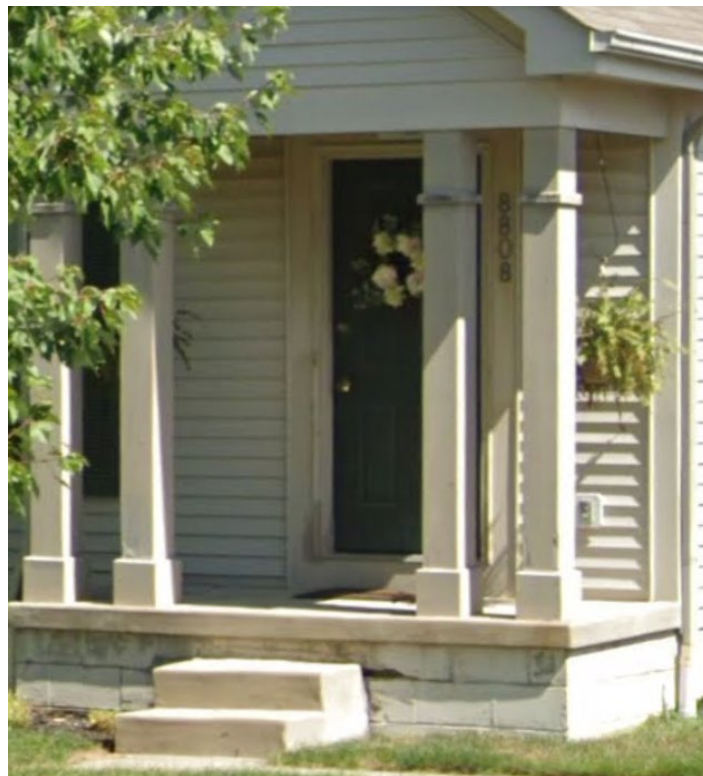
Condition Ranking: Below Average



Property Address: 8808 Ormiston Circle
Parcel No: 013-027294-00.080
Age of Structure: 25 years old
Licking County Auditor Current Valuation:
\$169,200 (\$47,100 land, \$122,100 improvements)

Condition Analysis: Over 20 years old; cracked concrete foundation of the front porch; uneven front steps; and deteriorated wood trim around front door.

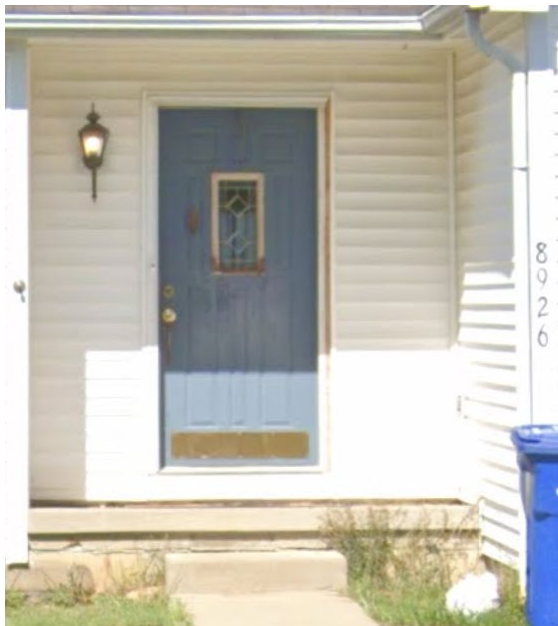
Condition Ranking: Below Average



Property Address: 8926 Trinity Circle
Parcel No: 013-027294-00.127
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
 \$175,100 (\$47,100 land, \$128,000 improvements)

Condition Analysis: Over 20 years old; discolored exterior paint; cracked concrete foundation of the front porch; and cracked asphalt driveway.

Condition Ranking: Below Average



Property Address: 8971 Trinity Circle
Parcel No: 013-027294-00.183
Age of Structure: 25 years old
Licking County Auditor Current Valuation:
 \$184,200 (\$47,100 land, \$137,100 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; discolored roof shingles; uneven front steps; and discoloration of concrete along foundation and on front porch.

Condition Ranking: Below Average



Property Address: 769 Turos Court
Parcel No: 013-027294-00.034
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
 \$168,900 (\$47,100 land, \$121,800 improvements)

Condition Analysis: Over 20 years old; damaged fence; discoloration of roof shingles; severe discoloration and fading of exterior paint; and broken basement window.

Condition Ranking: Below Average



Property Address: 778 Petigrew Court
Parcel No: 013-026628-00.120
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
\$170,800 (\$54,000 land, \$116,800 improvements)

Condition Analysis: Over 20 years old; broken garage door; discoloration of roof shingles; discoloration and fading of exterior paint; uneven front porch steps; and cracked asphalt driveway.

Condition Ranking: Poor



Property Address: 9055 Rosem Court
Parcel No: 090-141180-00.102
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
\$220,900 (\$50,000 land, \$170,900 improvements)

Condition Analysis: Over 20 years old; discoloration and fading of exterior paint; and mild damage to window exterior trim.

Condition Ranking: Average

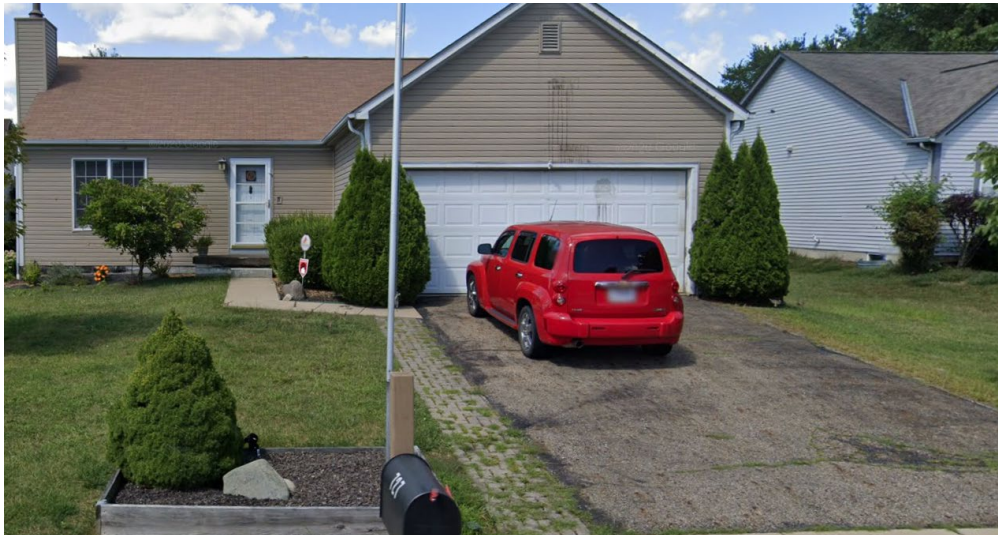


Attachment: Attachment A (Taylor-Summit Community Reinvestment Area)

Property Address: 727 Petigrew Drive
Parcel No: 013-026628-00.284
Age of Structure: 22 years old
Licking County Auditor Current Valuation:
\$189,400 (\$56,700 land, \$132,700 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint; severe cracking of front porch foundation; and cracked asphalt driveway.

Condition Ranking: Average



Property Address: 730 Petigrew Drive
Parcel No: 013-026628-00.301
Age of Structure: 23 years old
Licking County Auditor Current Valuation:
 \$167,500 (\$53,300 land, \$114,200 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint on siding; discoloration and fading on window shutter; and severe cracking of front porch foundation.

Condition Ranking: Below Average



Property Address: 691 Hunnicut Drive
Parcel No: 090-141180-00.005
Age of Structure: 23 years old
Licking County Auditor Current Valuation:
 \$208,800 (\$58,100 land, \$150,000 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint on siding; discoloration of roof shingles; paint fading on window shutters; appears vacant; and overgrown grass on driveway.

Condition Ranking: Below Average



Property Address: 690 Smithers Drive

Parcel No: 090-141180-00.077
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
 \$200,300 (\$50,700 land, \$149,600 improvements)

Condition Analysis: Over 20 years old; siding deterioration with portions missing; storm window damaged; wood trim damaged and deteriorated; discoloration of roof shingles; and rusted metal flashing below windows.

Condition Ranking: Below Average



Property Address: 715 Kelton Crest Drive
Parcel No: 090-141180-00.080
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
\$195,300 (\$53,400 land, \$141,900 improvements)

Condition Analysis: Over 20 years old; siding discoloration; siding damaged; and garage door dented and damaged.

Condition Ranking: Below Average



Property Address: 9329 Ruston Lane
Parcel No: 090-141180-00.052
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
\$216,500 (\$57,800 land, \$158,700 improvements)

Condition Analysis: Over 20 years old; siding discoloration; siding damaged; paint on window shutters faded; roofing shingles discolored; garage door trim damaged; and overgrown grass on pavement.

Condition Ranking: Below Average



Property Address: 542 Alli's Place
Parcel No: 090-141180-00.139
Age of Structure: 22 years old
Licking County Auditor Current Valuation:
\$194,000 (\$54,800 land, \$139,200 improvements)

Condition Analysis: Over 20 years old; missing window shutter; roofing shingles discolored; and paint on building trim faded and chipping.

Condition Ranking: Below Average



Conclusion

Based upon the general conditions of the proposed Taylor-Summit CRA District as well as the conditions of the specific residential properties 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 Taylor-Summit CRA District



Attachment: Attachment A (Taylor-Summit Community Reinvestment Area)

Table 2: Taylor-Summit CRA District Parcel List

090-141180-00.124	013-027294-00.123	013-027294-00.021	090-141180-00.202
090-141180-00.125	013-027294-00.124	013-027294-00.022	013-141180-00.001
090-141180-00.126	013-027294-00.145	013-027294-00.023	090-141180-00.002
090-141180-00.127	013-027294-00.146	013-027294-00.024	090-141180-00.003
090-141180-00.128	013-027294-00.147	013-027294-00.041	090-141180-00.004
090-141180-00.129	013-027294-00.148	013-027294-00.042	090-141180-00.005
090-141180-00.130	013-027294-00.149	013-027294-00.043	090-141180-00.006
090-141180-00.131	013-027294-00.150	013-027294-00.044	090-141180-00.007
090-141180-00.132	013-027294-00.151	013-027294-00.045	090-141180-00.008
090-141180-00.133	013-027294-00.152	013-027294-00.046	090-141180-00.009
090-141180-00.134	013-027294-00.153	013-027294-00.047	090-141180-00.010
090-141180-00.135	013-027294-00.154	013-027294-00.048	090-141180-00.011
090-141180-00.136	013-027294-00.155	013-027294-00.091	090-141180-00.012
090-141180-00.137	013-027294-00.156	013-027294-00.093	090-141180-00.013
090-141180-00.138	013-027294-00.157	013-027294-00.094	090-141180-00.014
090-141180-00.139	013-027294-00.158	013-027294-00.095	090-141180-00.015
090-141180-00.140	013-027294-00.159	013-027294-00.096	090-141180-00.016
090-141180-00.141	013-027294-00.160	013-027294-00.104	090-141180-00.017
090-141180-00.142	013-027294-00.161	013-027294-00.105	090-141180-00.038
090-141180-00.143	013-027294-00.162	013-027294-00.106	090-141180-00.039
090-141180-00.154	013-027294-00.163	013-027294-00.125	090-141180-00.040
090-141180-00.155	013-027294-00.164	013-027294-00.169	090-141180-00.041
090-141180-00.156	013-027294-00.165	013-027294-00.170	090-141180-00.042
090-141180-00.157	013-027294-00.166	013-027294-00.171	090-141180-00.043
090-141180-00.158	013-027294-00.167	013-027294-00.172	090-141180-00.044
090-141180-00.159	013-027294-00.168	013-027294-00.173	090-141180-00.123
090-141180-00.160	013-026628-00.096	013-027294-00.174	090-141180-00.203
090-141180-00.161	013-026628-00.097	013-027294-00.175	090-141180-00.204
090-141180-00.162	013-026628-00.098	013-027294-00.176	090-141180-00.205
090-141180-00.163	013-026628-00.099	090-141180-00.045	090-141180-00.206
090-141180-00.164	013-026628-00.100	090-141180-00.046	090-141180-00.207
090-141180-00.165	013-026628-00.101	090-141180-00.047	090-141180-00.208
090-141180-00.166	013-026628-00.102	090-141180-00.048	090-141180-00.209
013-027294-00.072	013-026628-00.103	090-141180-00.049	090-141180-00.210
013-027294-00.107	013-027294-00.002	090-141180-00.050	090-141180-00.213
013-027294-00.108	013-027294-00.003	090-141180-00.051	090-141180-00.214
013-027294-00.109	013-027294-00.004	090-141180-00.120	090-141180-00.215
013-027294-00.110	013-027294-00.005	090-141180-00.167	090-141180-00.216
013-027294-00.111	013-027294-00.006	090-141180-00.168	090-141180-00.217
013-027294-00.112	013-027294-00.007	090-141180-00.169	090-141180-00.218
013-027294-00.113	013-027294-00.008	090-141180-00.170	090-141180-00.219
013-027294-00.114	013-027294-00.011	090-141180-00.193	090-141180-00.220
013-027294-00.115	013-027294-00.012	090-141180-00.194	090-141180-00.221
013-027294-00.116	013-027294-00.013	090-141180-00.195	090-141180-00.222
013-027294-00.117	013-027294-00.014	090-141180-00.196	090-141180-00.223
013-027294-00.118	013-027294-00.015	090-141180-00.197	090-141180-00.000
013-027294-00.119	013-027294-00.017	090-141180-00.198	090-141180-00.211
013-027294-00.120	013-027294-00.018	090-141180-00.199	090-141180-00.212
013-027294-00.121	013-027294-00.019	090-141180-00.200	090-141180-00.248
013-027294-00.122	013-027294-00.020	090-141180-00.201	090-141180-00.249

090-141180-00.250	013-027294-00.097	013-027294-00.010	090-141180-00.288
090-141180-00.251	013-027294-00.098	013-027294-00.016	090-141180-00.289
090-141180-00.252	013-027294-00.099	013-027294-00.049	090-141180-00.290
090-141180-00.253	013-027294-00.100	013-027294-00.050	090-141180-00.291
090-141180-00.267	013-027294-00.101	013-027294-00.051	090-141180-00.292
090-141180-00.268	013-027294-00.102	013-027294-00.052	090-141180-00.293
090-141180-00.269	013-027294-00.103	013-027294-00.053	090-141180-00.294
090-141180-00.270	013-027294-00.062	013-027294-00.054	090-141180-00.295
090-141180-00.271	013-027294-00.063	013-027294-00.055	090-141180-00.296
090-141180-00.272	013-027294-00.064	013-027294-00.056	090-141180-00.297
090-141180-00.273	013-027294-00.065	013-027294-00.057	090-141180-00.298
090-141180-00.274	013-027294-00.066	013-027294-00.058	090-141180-00.299
090-141180-00.275	090-141180-00.235	013-027294-00.059	090-141180-00.300
090-141180-00.276	090-141180-00.236	013-027294-00.060	090-141180-00.301
090-141180-00.307	090-141180-00.237	013-027294-00.061	090-141180-00.302
090-141180-00.308	090-141180-00.238	013-027294-00.067	090-141180-00.303
090-141180-00.309	090-141180-00.239	013-027294-00.068	090-141180-00.304
090-141180-00.310	090-141180-00.240	013-027294-00.069	090-141180-00.305
090-141180-00.311	090-141180-00.241	013-027294-00.070	090-141180-00.306
090-141180-00.312	090-141180-00.242	013-027294-00.071	090-141180-00.325
090-141180-00.313	090-141180-00.243	013-027294-00.073	090-141180-00.171
090-141180-00.314	090-141180-00.244	013-027294-00.074	090-141180-00.172
090-141180-00.315	090-141180-00.245	013-027294-00.075	090-141180-00.173
090-141180-00.316	090-141180-00.246	013-027294-00.076	090-141180-00.174
090-141180-00.317	090-141180-00.247	013-027294-00.077	090-141180-00.175
090-141180-00.318	013-026628-00.292	013-027294-00.078	090-141180-00.176
090-141180-00.319	013-026628-00.293	013-027294-00.079	090-141180-00.177
090-141180-00.320	013-026628-00.294	013-027294-00.080	090-141180-00.178
090-141180-00.321	013-026628-00.295	013-027294-00.081	013-026628-00.120
090-141180-00.322	013-026628-00.296	013-027294-00.088	013-026628-00.121
090-141180-00.323	013-026628-00.104	013-027294-00.089	013-026628-00.122
090-141180-00.324	013-026628-00.198	013-027294-00.090	013-026628-00.123
090-141180-00.053	013-026628-00.287	013-027294-00.082	013-026628-00.124
090-141180-00.054	013-026628-00.288	013-027294-00.083	013-026628-00.125
090-141180-00.055	013-026628-00.289	013-027294-00.084	013-026628-00.126
090-141180-00.056	013-026628-00.290	013-027294-00.085	013-026628-00.127
090-141180-00.057	013-026628-00.291	013-027294-00.086	013-026628-00.093
090-141180-00.058	013-026628-00.297	013-027294-00.087	013-026628-00.095
090-141180-00.059	090-141180-00.113	090-141180-00.254	013-026628-00.283
090-141180-00.060	090-141180-00.114	090-141180-00.255	013-026628-00.284
090-141180-00.061	090-141180-00.115	090-141180-00.277	013-026628-00.285
090-141180-00.062	090-141180-00.116	090-141180-00.278	013-026628-00.286
090-141180-00.063	090-141180-00.117	090-141180-00.279	013-026628-00.298
090-141180-00.064	090-141180-00.118	090-141180-00.280	013-026628-00.299
090-141180-00.065	090-141180-00.119	090-141180-00.281	013-026628-00.300
090-141180-00.066	013-026628-00.119	090-141180-00.282	013-026628-00.301
090-141180-00.079	013-026628-00.303	090-141180-00.283	013-026628-00.302
090-141180-00.080	013-026628-00.304	090-141180-00.284	090-141180-00.099
090-141180-00.087	013-026628-00.305	090-141180-00.285	090-141180-00.121
090-141180-00.088	013-026628-00.306	090-141180-00.286	090-141180-00.122
090-141180-00.089	013-027294-00.009	090-141180-00.287	090-141180-00.144

090-141180-00.145	090-141180-00.263	090-141180-00.094	013-027294-00.142
090-141180-00.146	090-141180-00.264	090-141180-00.095	013-027294-00.143
090-141180-00.147	090-141180-00.265	090-141180-00.096	013-027294-00.144
090-141180-00.148	090-141180-00.266	090-141180-00.097	013-027294-00.177
090-141180-00.149	090-141180-00.100	090-141180-00.098	013-027294-00.178
090-141180-00.150	090-141180-00.101	090-141180-00.034	013-027294-00.179
090-141180-00.151	090-141180-00.102	090-141180-00.067	013-027294-00.180
090-141180-00.152	090-141180-00.103	090-141180-00.068	013-027294-00.181
090-141180-00.153	090-141180-00.104	090-141180-00.069	013-027294-00.182
090-141180-00.179	090-141180-00.105	090-141180-00.070	013-027294-00.183
090-141180-00.180	090-141180-00.106	090-141180-00.071	013-027294-00.184
090-141180-00.181	090-141180-00.107	090-141180-00.072	013-027294-00.185
090-141180-00.182	090-141180-00.108	090-141180-00.073	013-027294-00.186
090-141180-00.183	090-141180-00.109	090-141180-00.074	013-027294-00.187
090-141180-00.184	090-141180-00.110	090-141180-00.075	013-027294-00.188
090-141180-00.185	090-141180-00.111	090-141180-00.076	090-141180-00.081
090-141180-00.186	090-141180-00.112	090-141180-00.077	090-141180-00.082
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090-141180-00.188	090-141180-00.019	090-148146-00.000	090-141180-00.084
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090-141180-00.190	090-141180-00.021	090-148146-00.002	090-141180-00.086
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090-141180-00.225	090-141180-00.025	013-027294-00.092	013-027294-00.028
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090-141180-00.227	090-141180-00.027	013-027294-00.127	013-027294-00.030
090-141180-00.228	090-141180-00.028	013-027294-00.128	013-027294-00.031
090-141180-00.229	090-141180-00.029	013-027294-00.129	013-027294-00.032
090-141180-00.230	090-141180-00.030	013-027294-00.130	013-027294-00.033
090-141180-00.231	090-141180-00.031	013-027294-00.131	013-027294-00.034
090-141180-00.232	090-141180-00.032	013-027294-00.132	013-027294-00.035
090-141180-00.233	090-141180-00.033	013-027294-00.133	013-027294-00.036
090-141180-00.234	090-141180-00.035	013-027294-00.134	013-027294-00.037
090-141180-00.256	090-141180-00.036	013-027294-00.135	013-027294-00.038
090-141180-00.257	090-141180-00.037	013-027294-00.136	013-027294-00.039
090-141180-00.258	090-141180-00.052	013-027294-00.137	013-027294-00.040
090-141180-00.259	090-141180-00.090	013-027294-00.138	
090-141180-00.260	090-141180-00.091	013-027294-00.139	
090-141180-00.261	090-141180-00.092	013-027294-00.140	
090-141180-00.262	090-141180-00.093	013-027294-00.141	

Exhibit B**TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA**

The area shaded in yellow on the following map identifies the Taylor-Summit Community Reinvestment Area



City of Reynoldsburg

Proposed Taylor-Summit CRA District

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Development, Parks and Recreation Committee

RE: Eastwood Development TIF

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, Eastwood Development Partners LLC (“Developer”) has acquired certain real property which is located within the jurisdiction of the City of Reynoldsburg (“City”), consisting of 58+/- acres (the “Property”), a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the “Project”); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, this Council has previously determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer by Ord. No. 98-2021; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the “TIF Act”), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the “Owners” including any future owners of said real property, the “Owners”), as further described in Exhibit A attached hereto and made a part hereof (the “Site,” with each parcel

City Attorney's Office

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comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I. Pursuant to and in accordance with the TIF Act, this City Council ("Council") hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the "TIF Exemption").

SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

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SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

SECTION IV. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely

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for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, “costs” of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City’s General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V.

This Council hereby approves the Tax Increment Financing and Cooperative Agreement among the City, the Developer and the Columbus-Franklin County Finance Authority (the “Cooperative Agreement”) and authorizes the City to execute, deliver, and perform the Cooperative Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Cooperative Agreement, substantially in the form now on file with this Council, with such modifications to the form of the Cooperative Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the Cooperative Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the Cooperative Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments. The Service Payments, and any minimum service payments, received by the City shall be deposited into the Tax Increment Fund, and are hereby appropriated for payment pursuant to the terms of the Cooperative Agreement.

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SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

SECTION IX. This ordinance shall be deemed an emergency ordinance and shall take effect and be in force at the earliest date permitted by law.

ORDINANCE NO.

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, Eastwood Development Partners LLC (“Developer”) has acquired certain real property which is located within the jurisdiction of the City of Reynoldsburg (“City”), consisting of 58+/- acres (the “Property”), a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the “Project”); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, this Council has previously determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer by Ord. No. 98-2021; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the “TIF Act”), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure

improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the “Owners” including any future owners of said real property, the “Owners”), as further described in Exhibit A attached hereto and made a part hereof (the “Site,” with each parcel comprising the Site, as currently existing on the Licking County Auditor’s tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a “Parcel”) wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the “School District”) and the Board of Education of the Career & Technology Education Centers of Licking County (the “JVSD”) in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I.

Pursuant to and in accordance with the TIF Act, this City Council (“Council”) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an “Improvement,” as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the “TIF Exemption”).

SECTION II.

Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the “Public Infrastructure Improvements”) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

SECTION III.

As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer

(“County Treasurer”) on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the “Penalties and Interest”). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the “Property Tax Rollback Payments,” together with the service payments in lieu of taxes and the “Penalties and Interest,” are collectively referred to herein as the “Service Payments”).

SECTION IV.

This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the “Tax Increment Fund”), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, “costs” of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments

are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V.

This Council hereby approves the Tax Increment Financing and Cooperative Agreement among the City, the Developer and the Columbus-Franklin County Finance Authority (the "Cooperative Agreement") and authorizes the City to execute, deliver, and perform the Cooperative Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the Cooperative Agreement, substantially in the form now on file with this Council, with such modifications to the form of the Cooperative Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the Cooperative Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the Cooperative Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments. The Service Payments, and any minimum service payments, received by the City shall be deposited into the Tax Increment Fund, and are hereby appropriated for payment pursuant to the terms of the Cooperative Agreement.

SECTION VI.

The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII.

The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

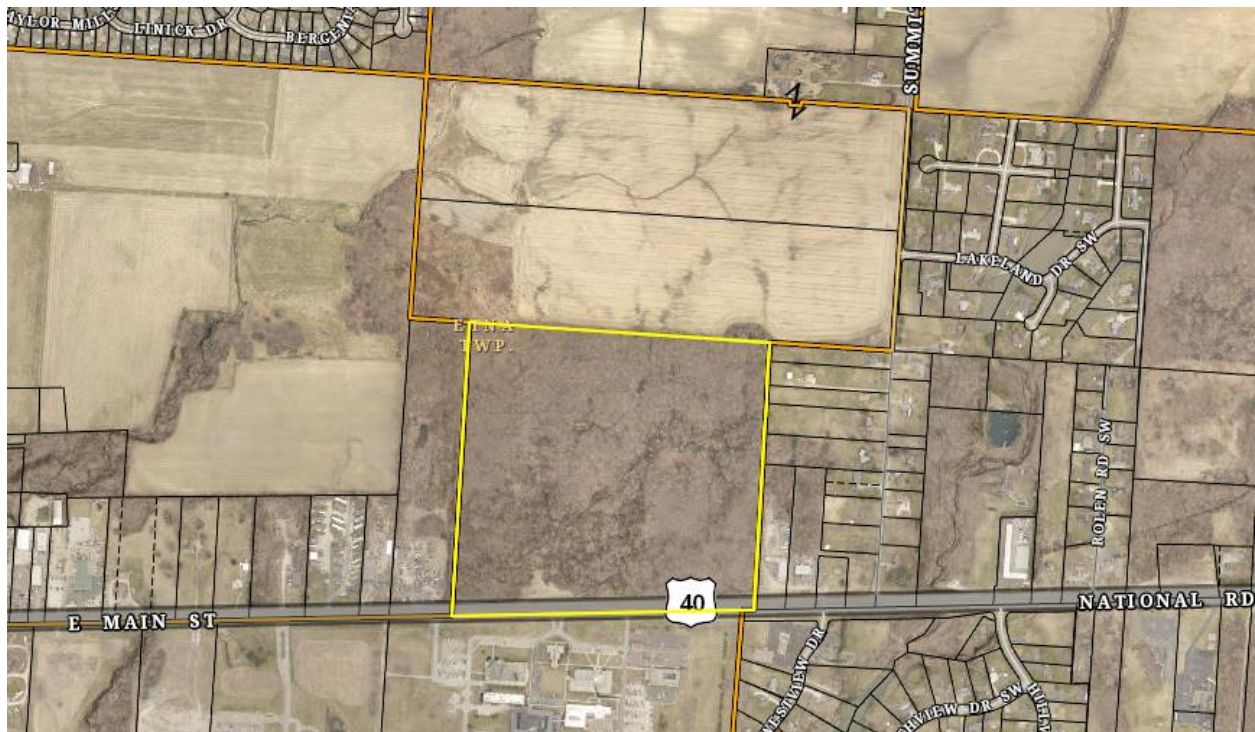
SECTION IX.

This ordinance shall be deemed an emergency ordinance and shall take effect and be in force at the earliest date permitted by law.

EXHIBIT B**DESCRIPTION OF THE SITE**

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

<u>Address</u>	<u>Parcel I.D.</u>
Little Jordan Run St., Reynoldsburg, OH 43068	107-017466-00.005
	107-017466-00.004
Eastwood Dr.	107-017466-00.002
	107-017466-00.001
	107-017466-00.003



Attachment: Eastwood TIF Ordinance (Eastwood TIF)

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.
- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.
- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

DRAFT: 12/05/22

TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT

by and among

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY

and

CITY OF REYNOLDSBURG, OHIO

and

EASTWOOD DEVELOPMENT PARTNERS LLC

Dated as of

_____ 1, 2023

Attachment: TIF Cooperative Agreement (Eastwood TIF)

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TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT

THIS TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT (this “Agreement”) is made and entered into as of _____ 1, 2023, by and among the COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY (the “Issuer”), a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, the CITY OF REYNOLDSBURG, OHIO, a municipal corporation duly organized and validly existing under the laws of the State of Ohio and its Charter (the “City”), and EASTWOOD DEVELOPMENT PARTNERS LLC, an Ohio limited liability company (the “Developer”) under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

RECITALS:

WHEREAS, City Council, by its Ordinance No. ____-202__, passed on _____, 202__ (the “TIF Ordinance”), declared that 75% of the increase in true value of the property subject to the TIF Ordinance and generally known as the Eastwood Development TIF (the “Eastwood Development TIF”) to be a public purpose, exempted such increase in true value from real property taxation for a period of ten (10) years commencing with the first year that begins after the effective date of the TIF Ordinance and in which an improvement first appears on the tax list and duplicate of real and public utility property, and required the owners of such property to make service payments to the Licking County Treasurer; and

WHEREAS, certain affiliates of the Developer have acquired or will acquire certain real property identified as Licking County Auditor Tax Parcel Nos. 107-017466-00.000, 107-017466-00.001, 107-017466-00.002, 107-017466-00.003, 107-017466-00.004, and 107-017466-00.005 (collectively, the “Site”), on which there is to be constructed a multi-family residential community with additional sites available for commercial development within which an estimated 423 multi-family units are to be constructed (the “Private Project”) on approximately 58 acres in the City that are subject to the TIF Ordinance and that will create jobs in the City; and

WHEREAS, to enable the construction of the Private Project at an expected cost of at least \$_____ million, certain public infrastructure improvements must be constructed to support the Private Project and additional development in the area, which public infrastructure improvements may include, but are not limited to, those set forth in Exhibit A hereto, as such are more specifically described in the Plans and Specifications (the “Project”); and

WHEREAS, the Developer and the City, pursuant to Ordinance No. 98-2021, passed on July 26, 2021 (the “Prior TIF Ordinance”), entered into a tax increment financing agreement dated _____, 202__ (the “Prior TIF Agreement”) in order for the service payments generated from the Site received by the City in lieu of real property taxes pursuant to the TIF Ordinance (the “TIF Revenue”) to be used to reimburse the Developer for the costs of the Project; and

WHEREAS, pursuant to the terms of the Prior TIF Agreement, the Developer has now requested that the Issuer issue bonds (the “Bonds”) in order to finance the costs of the Project, and the proceeds of the Bonds will assist the Developer or its affiliates to invest in the Private Project; and

WHEREAS, the Issuer has agreed to provide the requested financing for the Project by issuing Bonds, provided that the City and the Developer enter into this Agreement with the Issuer in order that the TIF Revenue shall first be used annually to pay debt charges on, fund debt charge reserves for, and pay costs incurred in connection with the Bonds as well as reimbursing and refunding minimum service payments, and

WHEREAS, any annual surplus TIF Revenue shall then continue to be disbursed pursuant to the terms of the Prior TIF Agreement or thereafter for City uses under the TIF Ordinance; and

WHEREAS, the Issuer confirms its findings and determinations that upon execution and delivery of this Agreement by the Parties that: (a) the Project is a “project” and a “port authority facility” within the meaning of those terms as defined in Section 4582.21, Ohio Revised Code; (b) the design, construction, and operation of the Project is consistent with the purpose of Sections 13 and 16 of Article VIII, Ohio Constitution, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the City and the State of Ohio; and (c) the Project is consistent with the purposes of Section 4582.21(B)(1), Ohio Revised Code, to enhance, foster, aid, provide, or promote economic development and housing opportunities within the City of Reynoldsburg and Licking County; and

WHEREAS, the Parties desire to set forth their cooperative arrangements for the design, construction, and financing of the Project;

NOW, THEREFORE, in consideration of the premises, promises, and the mutual representations and agreements hereinafter contained, the Issuer, the City, and the Developer agree as follows (provided that any obligation of the Issuer hereunder is not a general debt of that Issuer and does not give rise to any pecuniary liability of the Issuer but is payable solely from proceeds received from the sale of the Bonds (with respect to Project Costs) or Service Payments (with respect to items (i)-(vi) of the definition of Permitted Costs) available to the Issuer, and any obligation of the City hereunder to pay the Service Payments to the Issuer is not a general debt of the City and does not give rise to any pecuniary liability of the City but is payable solely from the Service Payments received by the City):

(END OF RECITALS)

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. In addition to the terms defined in the recitals, the following terms shall have the meanings as used herein:

“Agreement” means this Agreement, as amended and supplemented from time to time.

“Available Funds” means amounts on deposit in the Project Fund held by the Trustee pursuant to the Trust Agreement representing proceeds of the Bonds and the deposits made in connection therewith.

“Basic Indenture” means the means the Amended and Restated Trust Indenture between the Issuer and the Trustee, dated as of December 1, 2007, as amended and supplemented.

“Bond Expenses” means all reasonable out-of-pocket expenses of the Issuer in connection with their obligations under the Bonds of the type normally incurred by bond issuers, including fees and expenses of bond trustees, fees and expenses of any bond registrar, paying agent, disbursing agent, authenticating agent, continuing disclosure agent, calculation agent, or TIF administrator, and professional fees such as accounting and legal expenses in connection with any rebate calculations or obligations for tax-exempt Bonds. Bond Expenses also include ongoing annual Issuer fees to the extent based on the amount of their respective outstanding Bonds and any amounts advanced from the Issuer’s reserves or other funds of the Issuer for the payment of debt charges on the Bonds.

“Bonds” means Issuer’s Development Revenue Bonds (Central Ohio Regional Bond Fund), Series 2023A (Eastwood Development TIF Project) issued to pay a portion of the Project Costs, together with any bonds issued by Issuer to refund those bonds or any such refunding bonds. The annual debt charges on any refunding Bonds shall in each year be less than the annual debt charges of the Bonds refunded, unless otherwise approved by the Developer and the Mayor.

“Calculation Agent” means initially DiPerna and Company, LLC, or a replacement Calculation Agent approved by the City and the Issuer.

“Declaration” means, collectively, the Declarations of Covenants and Imposition of Continuing Priority Lien recorded against the Private Project and the Site (as defined in this Section 1.2) in connection with the issuance of the Bonds to ensure sufficient revenue to pay debt charges on the Bonds and Bond Expenses.

“Environmental Laws” means all applicable federal, state, and local environmental, land use, zoning, health, chemical use, safety, and sanitation laws, statutes, ordinances, and codes relating to the protection of the environment or governing use, storage, treatment, generation,

transportation, processing, handling, production, or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives of federal, state, and local governmental agencies and authorities with respect thereto, including, without limitation, CERCLA and Chapter 3734 of the Ohio Revised Code.

“Event of Default” has the meaning designated in Section 6.1.

“Excess Service Payments” means the Service Payments held by the Trustee in the aggregate which are available to be transferred on each December 15 after payment or provision for payment of all amounts due under the Trust Indenture for the next interest payment date as determined by the Calculation Agent, and to be returned (i) in the case of Excess Service Payments consisting of Statutory Service Payments, to the City for deposit in the TIF Fund, or (ii) in the case of Excess Service Payments consisting of Minimum PILOTs, to the respective owner of the Site that previously paid such excess Minimum PILOTs.

“Hazardous Materials” means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, *et seq.*), RCRA, or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

“Issuance Costs” mean all fees and expenses of the Issuer and the City incurred in connection with the original issuance of the Bonds, including, without limitation, direct out-of-pocket costs of the Issuer, fees and expenses of the underwriter or placement agent, Trustee fees and expenses, financial advisory fees, costs of analyses of the Service Payments securing the Bonds, appraisals, attorneys’ fees and expenses, rating agency fees and expenses, printing costs for offering documents for the Bonds and other usual and customary expenses incurred in connection with the issuance of municipal bonds.

“Issuer” means the Columbus-Franklin County Finance Authority.

“Issuer Act” means Ohio Revised Code Sections 4582.21 *et seq.*, as enacted and amended from time to time.

“Mayor” means the Mayor of the City.

“Minimum PILOTs” mean the Minimum PILOTs payable by the owners of the Site pursuant to the Declaration.

“Parties” means, collectively, the Issuer, the City, and the Developer.

“Party” means any one of the Issuer, the City, or the Developer.

“Payment Date” means each May 31 and November 30.

“Permitted Costs” mean the following uses of Service Payments: (i) debt charges on the Bonds, including optional or mandatory redemption of all or a portion of the Bonds prior to their

scheduled redemption date as provided in the Bond proceedings; (ii) required rebate payments to the U.S. Treasury; (iii) funding necessary to replenish the debt charge reserves for the Bonds (or reimburse payments made by the Issuer to avoid draws on debt charge reserves); (iv) Bond Expenses; (v) reimbursements and refunds of the Minimum PILOTs (without interest thereon), to the Developer, its respective successors and assigns, or any other subsequent property owner as defined in and pursuant to Ohio Revised Code Section 5709.91 and to the Declaration, with (a) reimbursements of Minimum PILOTs made as Statutory Service Payments become available for such reimbursements of Minimum PILOTs (as identified in the Calculation Agent reports), and (b) refunds of Minimum PILOTs made only if the Trustee, Issuer, and/or City receive Minimum PILOTs for a parcel included in the Site for a period of time in an amount that does not reflect a credit for the amount of the Statutory Service Payments received with respect to that parcel included in the Site for the same period of time and only in an amount up to the value of such Statutory Service Payments received less any penalties or interest paid for late payment of the Statutory Service Payments, which shall never be included in the calculation of any such credit or refund based thereon, all in accordance with the Declaration, and provided that there are no overdue Service Payments or other payments due hereunder from the applicable property owner; and (vi) such other uses as authorized by the TIF Ordinance and approved in writing by the Developer and the Mayor, who may deny approval for such other uses for any reason or no reason at all.

“Plans and Specifications” means the detailed final working drawings and specifications and addenda thereto for the construction of the Project or portions thereof, as applicable, as amended by any change orders, as those documents have been or will be prepared by the Developer and approved by the City pursuant to its normal practices and procedures.

“Prior TIF Agreement” means the Tax Increment Financing Agreement dated as of _____, 202_, by and between the City and the Developer, as the same may be amended.

“Prior TIF Ordinance” means City Ordinance No. 98-2021, as enacted by City Council on July 26, 2021.

“Project” means the acquisition, development, design, finance, and construction of a public improvement as generally set forth in Exhibit A hereto and as more specifically described in the Plans and Specifications.

“Project Costs” means only those costs reasonably necessary to accomplish the Project as agreed upon in the Prior TIF Agreement, including the categories of costs shown on the Project budget attached as Exhibit A. The amount of Project Costs for the Project (exclusive of Bond Expenses, capitalized interest, debt service reserve deposits and Issuance Costs) funded by Bond proceeds shall not exceed \$_____ without the written approval of the Developer and the Mayor.

“Project Fund” has the meaning given to it in Section 5.01 of the Basic Indenture.

“Service Payments” mean, collectively, the Statutory Service Payments and the Minimum PILOTs.

“Site” means certain real property identified as Licking County Auditor Tax Parcel ID Numbers 107-017466-00.000, 107-017466-00.001, 107-017466-00.002, 107-017466-00.003, 107-017466-00.004, and 107-017466-00.005, owned by the Developer and affiliates of the Developer.

“Statutory Service Payments” means service payments in lieu of taxes generated from the Site due to the City as required by the TIF Ordinance during the original 10-year term, including any penalties and interest at the then current rates for real-property taxes and any “property tax rollback payments” made with respect to service payments in lieu of taxes (i.e., those rollback payments that are paid to the City with respect to an improvement exempted from taxation by the TIF Ordinance). Statutory Service Payments do not include any amounts of payments in lieu of taxes due pursuant to, and as defined in, the TIF Ordinance which are properly payable to any school districts.

“Supplemental Indenture” means the Fifty-First Supplemental Indenture between the Issuer and the Trustee, dated as of _____ 1, 2023.

“TIF Act” means Ohio Revised Code Sections 5709.40, 5709.42, 5709.43, and 5709.91.

“TIF Fund” means the Eastwood Development Tax Increment Equivalent Fund, as established in the TIF Ordinance and created pursuant to provisions of the TIF Act.

“TIF Ordinance” means City Ordinance No. __-__, as enacted by City Council on _____, _____, creating the Eastwood Development TIF, authorizing the execution and delivery of this Agreement and appropriating the Service Payments for payment pursuant to this Agreement.

“Trust Agreement” means the Basic Indenture together with the Supplemental Indenture.

“Trustee” means The Huntington National Bank, or such other successor trustee appointed pursuant to the terms of the trust agreement for the Bonds.

Section 1.3. Interpretation. Any reference herein to a Party or public body or to any member or officer of either includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State of Ohio, or the TIF Act, the Issuer Act, or to any other section, provision, or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America or the City of Reynoldsburg Charter or its City Code, includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the City, or the Developer under this Agreement.

This Agreement shall not be construed more strictly against a party by virtue of the fact that a contract may be more strictly construed against the party preparing the contract, it being

understood and agreed that the Parties have equally negotiated the provisions hereof and contributed substantially and materially to the preparation of this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses hereof.

(END OF ARTICLE I)

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City represents to the other Parties as follows:

(a) It has the power and authority to enter into and perform its obligations set forth in this Agreement.

(b) It has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with this Agreement has resulted or to its knowledge will result in any violation of, or a conflict with, or a default under, any judgment, decree, order, or material contract or agreement by which it is bound or any legal requirement applicable to it.

(d) There is no action, proceeding or investigation pending for which it has received notice or, to the actual knowledge of the individuals signing this Agreement on its behalf, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

(e) There does not exist any Event of Default by it or fact or circumstance which, with the giving of notice, the passage of time or both, could become an Event of Default by it.

(f) The Prior TIF Ordinance and the TIF Ordinance have been duly adopted by City Council, have not been amended or repealed, and are in full force and effect.

Section 2.2. Representations by the Issuer. The Issuer represents to the other Parties as follows:

(a) It has the power and authority to enter into and perform its obligations set forth in this Agreement.

(b) It has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, or material contract or agreement by which it is bound or any legal requirement applicable to it.

(d) There is no action, proceeding or investigation pending for which it has received notice or, to the actual knowledge of the individual signing this Agreement on its behalf, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

(e) There does not exist any Event of Default by it or fact or circumstance which, with the giving of notice, the passage of time or both, could become an Event of Default by it.

Section 2.3. Representations by the Developer. The Developer represents to each of the other Parties as follows:

(a) It is a limited liability company duly organized and validly existing under the laws of the State of Ohio and has the power and authority to enter into and perform this Agreement.

(b) It has the power and authority to enter into and perform its obligations set forth in this Agreement.

(c) It has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.

(d) Neither the entry into nor the performance of and compliance with this Agreement has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, material contract or agreement by which it is bound or any legal requirement applicable to it.

(e) There is no action, proceeding or investigation pending for which it has received notice or, to the actual knowledge of the individual signing this Agreement on its behalf, threatened, which questions, directly or indirectly, the validity or enforceability of this Agreement or any action taken or to be taken pursuant to this Agreement.

(f) There does not exist any Event of Default by it or fact or circumstance which, with the giving of notice, the passage of time or both, could become an Event of Default by it.

(END OF ARTICLE II)

ARTICLE III
COOPERATIVE ARRANGEMENTS; ISSUANCE OF THE BONDS;
CONSTRUCTION OF THE PROJECT

Section 3.1. Cooperative Arrangements. The Developer has heretofore requested the assistance of the Issuer in the financing of the Project. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement among the Parties, the City and the Issuer have determined to cooperate with each other in the financing of the Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement among the Parties, to cooperate in the construction and financing of the Project pursuant to the TIF Act and the Issuer Act, and the agreements contained herein are intended to, and shall be construed as, agreements to further effect cooperative action and safeguard the respective interests of the Parties.

To the extent necessary, desirable, or appropriate to implement the intent of this Agreement, and in accordance with the Issuer Act, the Issuer undertakes to, and is authorized by the City to, exercise any power, perform any function, and render any service, on behalf of the City to design and construct the Project and finance the Project Costs from Bonds payable from Service Payments and the collection of the Service Payments, together with all powers necessary or incidental thereto, to the fullest extent that the City is authorized to exercise, perform, or render such power, function or service. Each power exercised, function performed, or service rendered by the Issuer hereunder, to the extent necessary to the implementation of this Agreement and the design and construction of the Project and financing of Project Costs in the manner set forth herein, and the collection and enforcement of Service Payments, is undertaken by the Issuer pursuant to Ohio Revised Code Sections 4582.25, 4582.31, 4582.43, and 4582.431.

Based upon the foregoing, and upon and subject to the terms and conditions of this Agreement, the Issuer will finance a portion of the Project Costs by issuing the Bonds and assigning the Service Payments to the Trustee as security therefor. Proceeds of the Bonds will fully fund at closing the debt charge reserve for the Bonds, which shall be no more than ten (10) percent of the outstanding principal amount of the Bonds. The City approves of the issuance of the Bonds to the extent required by Ohio Revised Code Section 9.94. The Parties hereto agree that the Bonds will have a 10-year optional call provision to permit redemption or refunding of the Bonds using any funds available and bear interest at a rate not to exceed six percent (6.00%) per year. In consideration of that undertaking by the Issuer, on or before each Payment Date each year so long as any Permitted Costs are outstanding, the City will transfer to the Trustee, on behalf of the Issuer, the Service Payments in the possession of the City as of 15 days prior to each Payment Date. The City has no obligation to transfer to the Trustee any funds or revenues from any other source other than the moneys received by the City from the collection of the Service Payments. Service Payments paid to the Trustee may only be used for Permitted Costs.

The Issuer, on behalf of the City, will use its best efforts to deliver, or cause to be delivered, to each owner of the Site a bill for each installment of the Minimum PILOTs, and the Parties acknowledge and agree that owners of the Site shall pay the Minimum PILOTs directly to the Trustee. The Issuer shall be solely responsible for the calculation and collection of Minimum PILOTs in accordance with the terms of the Declaration and Section 4.2 of this Agreement; provided, however, that the City agrees to reasonably cooperate with all such calculation and

collection efforts. All Excess Service Payments consisting of Minimum PILOTs shall be transferred by the Trustee to the respective owner of the Site that previously paid such excess Minimum PILOTs, pursuant to Section 8 of the Supplemental Indenture.

Section 3.2. Payment of Project Costs; Project Completion.

(a) Available Funds shall be applied to pay Project Costs permitted to be paid or reimbursed therefrom as provided in this Agreement. All requests for disbursement of Available Funds shall be made in writing submitted pursuant to this Agreement in the form attached hereto as Exhibit B, which requests may be made from time to time but not more frequently than once per month, and which requests shall be made at least ten (10) days prior to the requested disbursement date. The Developer shall not have any right to request disbursement from the Project Fund unless there is full compliance with all disbursement requirements under this Agreement, unless waived in writing by the Issuer. No disbursements shall be requested by the Developer while an Event of Default is continuing under this Agreement, unless otherwise agreed by the Issuer. The Issuer shall not instruct the Trustee to make any requested disbursement unless and until the disbursement is approved by the City. The Issuer does not assume, and is hereby expressly released and discharged by the Developer from, any and all liability or responsibility whatsoever that might or could arise out of the approval of disbursements from the Project Fund or as to the method, manner, or application of such disbursements, or as to any liens whatsoever that might attach to or be filed against the Project or the Site other than as relate to the willful misconduct by the Issuer under this Agreement.

(b) Upon completion of the Project, the Developer shall provide a certificate to the Issuer (the "Completion Certificate") in the form attached hereto as Exhibit C. Upon receipt of the Completion Certificate, the Issuer shall use any amounts remaining in the Project Fund to redeem Bonds, less any amounts set forth on the Completion Certificate that are held as retainage or subject to dispute and are indicated as such on the Completion Certificate.

Section 3.3. Undertaking the Project. The City, the Issuer, and the Developer agree to undertake the Project with all reasonable dispatch and in accordance with the following:

(a) City Approvals. The City will, pursuant to its normal practices and procedures, use best efforts to provide all approvals and permits necessary for the construction of the Project. The Parties acknowledge and agree that such approvals may be made at different times for separate portions of the Project.

(b) Construction of the Project and Deadlines. The Developer will be responsible for, and will construct or cause the construction of, the Project prior to _____, 20__ in accordance in all material respects with the Plans and Specifications as approved by the City from time to time, all applicable laws and regulations, this Agreement, and the Prior TIF Agreement.

(c) Prevailing Wages, Wage Theft, and Other Requirements. The City, the Issuer, and the Developer acknowledge and agree that the construction contracts for the Project will be made in the manner, and on the terms and conditions, as required by law, and that the payment of prevailing wages pursuant to Chapter 4115 of the Ohio Revised Code shall be required for all elements of the Project. The Developer shall be responsible for compliance with these

requirements for the Project; the Developer will be required to submit the appropriate documentation certifying prevailing wage to a prevailing wage coordinator for all elements of the Project. Upon completion of the Project, the prevailing wage coordinator will provide a copy of the certification to the City that prevailing wage rates were paid. If it is determined that prevailing wage rates were not paid by the Developer or any subcontractor with respect to the Project, it will be required that the Developer remedy all issues in order for the Developer to be eligible for (i) disbursements for Project Costs, (ii) refunds or reimbursements of Minimum PILOTS, or (iii) reimbursement of costs under the Prior TIF Agreement.

(d) Sales and Use Tax Exemption. The City will provide, if legally appropriate, any necessary certificates to the Developer in order to exempt building and construction materials to be incorporated into the Project from sales and use taxes. The Developer will use good faith efforts to maximize the exemption of sales taxes for the Project.

Section 3.4. Dedication. The Developer shall take all necessary action to dedicate, covenant, or provide public easements for the Project to the City and record those instruments in the county property records, as applicable, upon completion of the Project or at such other times as the City requires. The City shall accept such dedication pursuant to the applicable requirements of the Reynoldsburg City Codes and the Prior TIF Agreement.

Section 3.5. Revisions to Plans and Specifications. The Developer may revise the Plans and Specifications for the Project from time to time, provided that the Developer shall not make any revision that would (i) result in a change to the Plans and Specifications that requires the approval of the City without the written approval of the City or (ii) change the Project in a manner that results in the Project being an improvement that does not qualify for financing or construction under the Issuer Act, TIF Act, or Prior TIF Ordinance or TIF Ordinance.

Section 3.6. Qualification for TIF Exemption. The Parties agree that establishing and maintaining the exemptions granted by the TIF Ordinance are critical to the security and payment of the Bonds. The Parties will cooperate in the preparation, execution, and filing of all necessary applications and supporting documents to obtain from time to time the exemptions granted by the TIF Ordinance; provided, however, such execution and filing shall be performed in a manner that will ensure that the exemptions granted by the TIF Ordinance will be subordinate to any exemptions granted pursuant to Ohio Revised Code Sections 3735.65 et seq., 5709.08, and 5709.61 et seq. The City shall file any such applications at the request of either Issuer or the Developer. In the event that the City and Developer agree that the City shall prepare and file any such applications, the Developer as the property owner will be responsible for notifying the City when any such applications must be filed. In the event that the Developer files any such applications, the Developer shall provide the City and the Issuer a copy of the application upon completion and a copy of the state's final determination within 30 days of Developer's receipt thereof.

Section 3.7. TIRC and ODOD Reporting. The Developer agrees to cooperate with and provide the City with such information available to the Developer and requested by the Department of Development in order to complete its annual Tax Incentive Review Council (TIRC) and Ohio Department of Development (ODOD) status reports as required under Ohio Revised Code Sections 5709.85 and 5709.40(I) including but not limited to, for the Private Project, estimates of the

quantitative summary of employment and private investment. The Developer shall provide information responsive to any such request within thirty (30) days.

(END OF ARTICLE III)

ARTICLE IV

SERVICE PAYMENTS

Section 4.1. TIF Fund; Assignment of Service Payments.

(a) The City has established and will maintain the TIF Fund pursuant to the TIF Ordinance and the TIF Act on the books and records of the City. The City will deposit into the TIF Fund all Service Payments received by it.

(b) To the full extent permitted by law, the City absolutely and irrevocably assigns to the Issuer all of its right, title, and interest in and to the Service Payments received by the City and due and payable under the terms of this Agreement, agrees to pay and transfer the same to the Issuer, or the Trustee on their behalf as provided herein, and, to the extent permitted by law, grants to the Issuer a security interest in the TIF Fund to the extent of the Service Payments due and payable under the terms of this Agreement and acknowledges that, pursuant to the trust agreement securing the Bonds, the Issuer will assign to the Trustee all right, title, and interest of the Issuer in and to the Service Payments and certain rights in this Agreement; provided, however, that the Issuer's security interest in the TIF Fund applies only to the extent of the Service Payments due and payable under the terms of this Agreement. All Excess Service Payments consisting of Statutory Service Payments shall, upon transfer thereof by the Trustee to the City pursuant to Section 8 of the Supplemental Indenture, become property of the City to use for public infrastructure improvements in accordance with the Prior TIF Agreement or thereafter under the TIF Ordinance at the City's discretion and that the Issuer's security interest in the TIF Fund ceases upon full repayment of all Permitted Costs. The City authorizes the Issuer and the Trustee to file any uniform commercial code financing statements necessary to perfect and maintain the perfection of that security interest. The Issuer and the Developer each acknowledges that it has no right, title, or interest in or to any portion of the TIF Fund that is not Service Payments due and payable under the terms of this Agreement, or to any Service Payments once all Permitted Costs are paid in full, except as may be provided in the Prior TIF Agreement. The Issuer further acknowledges that Minimum PILOTs, to the extent required, shall be paid directly to the Trustee.

(c) So long as this Agreement remains in full force and effect, the City agrees that it will not transfer, encumber, spend, use, commit, or pledge the Service Payments in any way other than pursuant to this Agreement without the written consent of the Issuer and the Developer, subject to the Parties' agreement that all Excess Service Payments consisting of Statutory Service Payments shall become property of the City to use for public infrastructure improvements in accordance with the Prior TIF Agreement or thereafter under the TIF Ordinance, at the City's discretion. The City represents and warrants that it has not previously transferred, spent, used, committed, or pledged the Service Payments except in connection with the Prior TIF Agreement. The Parties agree that once all Permitted Costs are paid in full, the City's obligation to remit Service Payments to the Trustee on behalf of the Issuer ceases, and the Developer and Issuer have no further rights to any Service Payments, except for any rights of the Developer under the Prior TIF Agreement.

(d) So long as this Agreement remains in full force and effect, the City will not amend or repeal the Prior TIF Ordinance or the TIF Ordinance in any way that would reduce the amount of Service Payments deposited into the TIF Fund or affect the appropriation of the Service

Payments for payment pursuant to this Agreement without the written consent of the Issuer and the Developer, except as required by law.

(e) The City agrees, represents, and warrants that the Project constitutes a portion of the Public Infrastructure Improvements described in the TIF Ordinance and that the Project Costs are properly payable from Service Payments deposited in the TIF Fund.

(f) The Issuer agrees, represents, and covenants that the Service Payments remitted to that Issuer (or its Trustee) will only be used for Permitted Costs.

Section 4.2. Collection and Enforcement. The Issuer shall be solely responsible for all actions relating to or necessary for the calculation and collection of Minimum PILOTs; provided, however, the City agrees to reasonably cooperate with all such collection efforts, including by certifying to the County Auditor unpaid Minimum PILOTs. The City authorizes the Issuer (or the Trustee, on the respective Issuer's behalf) to proceed in the City's name and take any actions that the City may be authorized by law to take, to enforce the payment of the Service Payments and the collection and enforcement (including by foreclosure) thereof. The Issuer will use its best efforts to collect the Minimum PILOTs due under the Declaration.

Section 4.3. Appropriation by City. All of the Service Payments received or to be received by the City and paid to the Trustee on behalf of the Issuer hereunder have been appropriated pursuant to the TIF Ordinance to pay the City's obligations under this Agreement. Notwithstanding the foregoing, to the extent necessary, the City agrees to use its best efforts to cause City Council to appropriate those amounts to be received into the TIF Fund constituting Service Payments for payment to the Trustee.

Section 4.4. Obligations Unconditional. The obligation of the City to make the payments from the Service Payments described in this Agreement is absolute and unconditional, and the City shall make such payments without abatement, diminution, or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Issuer, the Developer, or the Trustee, or anyone acting by or on behalf of the Issuer, the Developer, the Trustee, or any other person, or damage to or destruction of the Project. All of the obligations of the City under this Article IV are established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City within the meaning of Ohio Revised Code Section 2731.01 and shall be enforceable by mandamus.

Section 4.5. Obligations Limited. Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are limited special obligations of the City payable solely from Service Payments actually received by the City. Those obligations are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and neither the Developer, the Issuer, the Trustee, nor any other person has any right to have taxes levied by the City for the payment of its obligations under this Agreement. Any payment of money deposited into the TIF Fund is subject to the expenditure restrictions and appropriation requirements of the Ohio Revised Code and the City's Charter.

The obligations of the Issuer under this Agreement are special obligations of the Issuer payable solely from Bond proceeds (with respect to Project Costs) and the Service Payments received from the City (and with respect to items (i)-(vi) of the definition of Permitted Costs). Those obligations are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit or taxing power of the Issuer, and neither the City, the Trustee, the Developer, nor any other person have any right to have taxes levied by the Issuer for the payment of its obligations under this Agreement.

(END OF ARTICLE IV)

ARTICLE V ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Litigation Notice. Any Party must give the other Parties prompt notice of any action, suit, or proceeding brought or threatened by or against the disclosing Party at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the disclosing Party has notice, which, if adversely determined, would materially impair the ability of the disclosing Party to perform its obligations under this Agreement.

Section 5.2. Continuing Disclosure. The Developer agrees to provide the Issuer such information, at the request of such Issuer, as is sufficient to enable the Issuer to comply with any continuing disclosure obligations relating to the Bonds.

The City agrees to provide to the Issuer upon written request of the Issuer for inclusion in its continuing disclosure reports for the Bonds, a certification of the amount of Service Payments received by the City for deposit into the TIF Fund and the amount of Service Payments paid by the City to Issuer, or to the Trustee on behalf of the Issuer, during the period of time designated in the Issuer's request for certification. Further, the City will provide notice to the Issuer of any action or inaction by the City or City Council that would prevent the City from transferring the Service Payments to the Trustee on behalf of the Issuer pursuant to this Agreement within ten business days after taking such action or the City's discovery of such inaction.

Section 5.3. Indemnification by the Developer. Except to the extent that the City or the Issuer is found to be grossly negligent, to have engaged in willful misconduct, or engaged in criminal or unlawful activity, the Developer releases the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, from and agrees that the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, shall not be liable for and indemnifies the Issuer, the City, and the Trustee, and their respective officers, directors, and employees against, all liabilities, claims, damages, fines, penalties, losses, costs, and expenses, including reasonable out-of-pocket and incidental expenses and reasonable legal fees, imposed upon, incurred, or asserted against the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, and equipment, of the Project or any public infrastructure improvement for which the Developer has or will request and receive reimbursement from Service Payments, whether pursuant to this Agreement, the Prior TIF Agreement, or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement; (ii) any breach or default on the part of the Developer in the performance of any covenant, obligation, or agreement of the Developer under this Agreement or the Prior TIF Agreement, any contract for the construction of the Project or any public infrastructure improvement for which the Developer has or will request and receive reimbursement from Service Payments, or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement, or arising from any act or failure to act by the Developer with respect to the Project or any public infrastructure improvement for which the Developer has or will request and receive reimbursement from the Service Payments; (iii) the authorization, issuance, sale, trading, redemption, or servicing of the Bonds, and the provision of any information or certification

furnished in connection therewith concerning the Bonds, by the Developer including, without limitation, any information furnished by the Developer for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Issuer or the City, and any other information or certification obtained from the Developer to assure the exclusion from gross income for federal income tax purposes of interest on the Bonds, if applicable; (iv) the Developer's failure to comply with any requirement of this Agreement or the Prior TIF Agreement or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement; (v) any failure of compliance by the Developer with the provisions of the Ohio Revised Code Chapter 4115, the TIF Act, or any other applicable provision of the Ohio Revised Code; (vi) any action taken or omitted to be taken by the Issuer, the City, or the Trustee pursuant to the terms of this Agreement, the Prior TIF Agreement, or any other document, agreement, or instrument executed in connection with this Agreement or the Prior TIF Agreement, or any action taken or omitted to be taken by the Issuer, the City, or the Trustee at the written request of or with the consent of the Developer; and (vii) any claim, action, or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above.

The Developer agrees to indemnify and hold the Issuer, the City, and the Trustee, and their respective officers, directors, and employees, harmless from and against all liabilities, claims, damages, fines, penalties, losses, and all reasonable costs and expenses, including reasonable out-of-pocket and incidental expenses and reasonable attorneys' fees and expenses, arising out of any Environmental Laws, regulations, or ordinances, incurred by the Issuer, the City, or the Trustee as a result of the existence on, or release from, the Project or any public infrastructure improvement financed by the Service Payments or any work performed for the construction of the Project or any public infrastructure improvement financed by the Service Payments by the Developer or the Issuer or any of its agents, employees, independent contractors, invitees, licensees, successors, or assignees on any property adjacent to the Project or in the vicinity of the Project, of Hazardous Materials other than in accordance with applicable federal, state, and local law and regulation, provided, however, that with respect to any land subsequently dedicated to the City, the Developer and City agree that the foregoing indemnification by the Developer will apply only if the existence on, or release from, the parcels of any hazardous materials existed prior to or occurred during the acquisition, construction, installation, equipment, and improvement of any of the public infrastructure improvements, or occurred because of the intentional, willful, or negligent wrongful acts or omissions of Developer, its officers, employees, agents, subcontractors, independent contractors, invitees, or licensees.

The Developer further covenants and agrees for the benefit of the Issuer, the City, and the Trustee that neither the Developer, nor any of its agents, employees, independent contractors (other than the City), invitees, licensees, successors, assignees, or tenants will store, release, or dispose of, or permit the storage, release, or disposal of any Hazardous Materials at the Project or, during the period of the Developer's ownership and control thereof, any public infrastructure improvement for which the Developer has or will request and receive reimbursement from Service Payments or any property adjacent thereto or in the vicinity thereof at any time other than in accordance with applicable federal, state, and local law and regulation. In the event that any party to this Agreement receives a notification or clean up requirement under 42 U.S.C. §9601 et seq. or other federal, state, or local statute, ordinance, or regulation, relating to the Project, that party shall promptly notify the other parties to this Agreement of such receipt, together with a written statement of such party setting forth the details thereof and any action with respect thereto taken

or proposed to be taken, to the extent of such party's knowledge. On receipt by the Developer of any such notification or clean up requirement, the Developer shall either proceed with appropriate diligence to comply with such notification or clean up requirement or shall commence and continue negotiation concerning or contest the liability of the Developer with respect to such notification or clean up requirement. The Developer agrees to indemnify and hold the Issuer, the City, and the Trustee and their respective officers, directors, and employees harmless from and against any and all liabilities, claims, damages, fines, penalties, losses, and all reasonable costs and expenses, including out-of-pocket and incidental expenses and attorneys' fees and expenses arising out of any violations of Environmental Laws, regulations, or ordinances, incurred by the Issuer, the City, and the Trustee and their respective officers, directors, and employees as a result of any breach of this covenant.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Issuer, the City, or the Trustee, or any officer, director, or employee of any such entity, in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the Developer, and the Developer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Developer from any of its obligations under this Section 5.3 unless that failure materially prejudices the defense of the action or proceeding by the Developer and except that the Developer shall have no obligation to indemnify the City, the Issuer, or the Trustee as to any increase in cost that the Developer can reasonably show was due to the failure to promptly notify the Developer. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Developer in writing, or (ii) the Developer has failed to assume the defense and to employ counsel reasonably acceptable to each indemnified party or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Developer or more than one indemnified party, and such indemnified party shall have been advised by its counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Developer and other indemnified party, in which case, if the indemnified party notifies the Developer in writing that it elects to employ separate counsel at the Developer's expense, the Developer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Developer shall be responsible for payment of the reasonable fees and expenses of such separate counsel. The party seeking indemnity agrees to fully cooperate with the Developer to the extent such cooperation does not prejudice the position of such indemnified party and lend the Developer such assistance as the Developer shall reasonably request in defense of any claim, demand, action, or proceeding. Neither the Developer nor any indemnified party shall be liable for any settlement made without its consent.

Nothing in this Agreement is meant to release, extinguish, or otherwise alter or interfere with any rights which the Issuer, the City, or the Trustee and their respective officers, directors, and employees may now or hereafter have against the Developer, or any other person for any environmental liabilities as a result of the Developer's former, present or future ownership, occupancy or use of or interest in, any real property included in or in the vicinity of the Project.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, agents, and employees of the Issuer, the City, and the Trustee, respectively, and their successors and assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement for one year.

Section 5.4. No Adverse Effect on Exclusion from Gross Income of Interest on Bonds. Each of the City and the Developer represent that it has taken or caused to be taken, and covenants that it will take or cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer or any other Party, for the interest on the Bonds issued as obligations the interest on which is exempt from federal income taxation to be and remain excluded from gross income for federal income tax purposes, and represent that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any actions that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, the regulations (whether proposed, temporary, or final) under that Code or the statutory predecessor of the Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures, and judicial determinations regarding any of the foregoing, all as, and to the extent applicable to, the Bonds.

Section 5.5. Bond Closing. The City and the Developer agree to provide any closing certificates and legal opinions that are reasonably requested by the Issuer in connection with closing the Bonds. The Issuer shall include reasonable out-of-pocket costs incurred by the City in providing any such legal opinion as part of the Issuance Costs and shall cause the Trustee for the respective Bonds to pay such amount to the City at Bond closing. Upon the closing of any refunding Bonds, the Developer, the applicable Issuer, or the legal counsel to the applicable Issuer shall promptly notify (which may be by electronic means such as email) the City of such closing(s) and shall promptly certify (which may be by electronic means such as email) the amounts that will be applied annually to the debt charges, the funding of any debt charge reserves, and the Bond Expenses associated with the refunding Bonds or any additional bonds, respectively. The Issuer shall also provide to the City any additional information concerning the Bonds that the City reasonably requests.

Section 5.6. Developer to Maintain Its Existence; Developer Consents. The Developer will do all things necessary to preserve and keep in full force and effect its existence, rights, and franchises so long as any of the Bonds remain outstanding. If the Developer does not preserve and keep in full force and effect its existence, or does not respond to requests to consent to or approve certain matters hereunder (including amendments hereto) within 30 days of delivery of a request for such consent or approval, the Developer shall be deemed to have approved the matter for which the consent or approval was requested.

(END OF ARTICLE V)

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. Each of the following shall be an Event of Default:

(a) The City shall fail to deposit any Service Payments it receives into the TIF Fund or pay in full to the Trustee, on behalf of the Issuer, any Service Payments in the TIF Fund due and payable under the terms of this Agreement on or prior to the Payment Date on which those payments are due and payable.

(b) A Party fails to observe and perform any other agreement, term, or condition contained in this Agreement, and the continuation of such failure for a period of thirty days after notice thereof shall have been given to the Party by the Trustee or another Party, or for such longer period as the other Parties may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Party institutes curative action within the applicable period and diligently pursues that action to completion.

(b) Any Party: (i) admits in writing its inability to pay its debts generally as they become due; (ii) has an order for relief entered in any case commenced by it under the federal bankruptcy laws, as now or hereafter shall be in effect; (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or has such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) makes an assignment for the benefit of creditors; or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(c) Any representation or warranty made by a Party herein or any statement in any report, certificate, financial statement, or other instrument furnished in connection with this Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any material respect when made or given.

Notwithstanding the foregoing, if, by reason of Force Majeure, a Party is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) hereof, the Party will not be deemed in default during the continuance of such inability. However, the Party must promptly give notice to the Trustee and the other Parties of the existence of an event of Force Majeure and shall use its best efforts to mitigate the effects thereof; provided that the settlement of strikes or other industrial disturbances will be entirely within its discretion.

The term “Force Majeure” shall mean, without limitation, the following:

- (i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Ohio, or otherwise, or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, provided that such action was not proximately caused by the conduct of the Party; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires;

hurricanes; tornados; outbreak of disease; pandemics; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

- (ii) any other cause, circumstance, or event not reasonably within the control of the Party.

The declaration of an Event of Default under subsection (c) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation, or reorganization proceedings.

Section 6.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) Each Party or the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement from the defaulting Party or to enforce the performance and observance of any other obligation or agreement of the defaulting Party under this Agreement.

(b) Each Party or the Trustee may have access to, inspect, examine, and make copies of the books, records, accounts, and financial data of the defaulting Party or the Trustee pertaining to the Project.

Any remedy pursued is subject to the limitations of Section 4.5. Any amounts collected as Service Payments and any other amounts collected pursuant to action taken under this Section must be deposited and applied in accordance with the provisions of the trust agreements for the Bonds.

Section 6.3. No Remedy Exclusive. No remedy conferred upon or reserved to a Party or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and is in addition to every other remedy given under this Agreement, now or hereafter existing at law, in equity, or by statute. No delay or omission to exercise any right or power accruing upon any default impairs that right or power or may be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a Party or the Trustee to exercise any remedy reserved to it in this Article after an Event of Default shall have occurred, it is not necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 6.4. No Waiver. No failure by a Party or the Trustee to insist upon the strict performance by a Party constitutes a waiver of its right to strict performance and no express waiver will be deemed to apply to any other existing or subsequent right to remedy the failure by a Party to observe or comply with any provision hereof.

Section 6.5. Notice of Default. A Party must notify the other Parties and the Trustee immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any

fact, condition, or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(END OF ARTICLE VI)

ARTICLE VII

MISCELLANEOUS

Section 7.1. Subordination of Prior TIF Agreement. The Developer hereby consents to this Agreement and the issuance of the Bonds, and acknowledges and agrees that any claim it may have to the Service Payments under the Prior TIF Agreement are subordinated to the pledge of the Service Payments hereunder.

Section 7.2. Term of Agreement. This Agreement remains in full force and effect until the earlier of the date: (a) Bonds are no longer outstanding and all Permitted Costs due to the Issuer have been paid; or (b) all Service Payments have been collected. This Agreement shall not be terminated as a result of an Event of Default without the written approval of the Issuer.

Section 7.3. Notices. All notices, certificates, requests, directions, consents, or other communications hereunder (each, a “Notice”) must be in writing and are deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or nationally recognized overnight delivery service and addressed to the appropriate Notice Address. A duplicate copy of each Notice must also be given to each other Party and the Trustee at the notice address provided by the Trustee in the trust agreements for the Bonds. A Party, by Notice given hereunder, may designate any further or different addresses to which subsequent Notices must be sent. If, because of the suspension of delivery of certified or registered mail and nationally recognized overnight delivery services or for any other reason, Notices are unable to be given by the required delivery methods, Notices may be given in a manner as in the judgment of the sending Party will most effectively approximate mailing or overnight delivery, and the giving of that Notice in that manner for all purposes of this Agreement will be deemed to be in compliance with the requirements of this Agreement. Except as otherwise provided herein, the mailing or sending of any Notice is deemed complete upon deposit of that Notice in the mail or with the overnight delivery service, and the giving of any Notice by any other means of delivery is deemed complete upon receipt of the Notice by the intended recipient.

“Notice Address” means:

(a) As to the Issuer:	Columbus-Franklin County Finance Authority 300 Spruce Street, Suite 220 Columbus, Ohio 43215 Attention: President
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With copy to:	Squire Patton Boggs (US) LLP 2000 Huntington Center 41 South High Street Columbus, Ohio 43215 Attention: Greg Daniels
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(b) As to the City:	City of Reynoldsburg 7232 East Main Street Reynoldsburg, Ohio 43068 Attention: Mayor
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(c) As to the Developer: Eastwood Development Partners LLC
250 W. Old Wilson Bridge Rd., Suite 140
Worthington, Ohio 43085
Attention: _____

With copy to: Bricker & Eckler
100 South Third Street
Columbus, Ohio 43215
Attention: John Caleb Bell

Section 7.4. Extent of Obligations; No Personal Liability. All obligations of the Issuer and the City contained in this Agreement are effective to the extent authorized and permitted by applicable law. No obligation is an obligation of any present or future member, officer, agent, or employee of the Issuer, the City, or their respective legislative authorities in other than in their official capacity, and neither the members of those legislative authorities nor any official executing the Bonds is liable personally on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof or by reason of the obligations of the Issuer or the City contained in this Agreement or any other agreements containing terms and conditions of the Bonds.

Section 7.5. No Agency/Partnership Relationship. The Parties each acknowledge and agree that in fulfilling its obligations under this Agreement, the Developer is not acting as an agent of the other Parties. This Agreement does not and may not be construed to create a partnership or joint venture between the Parties.

Section 7.6. Binding Effect. This Agreement inures to the benefit of and is binding in accordance with its terms upon the Issuer, the City, and the Developer, and their respective permitted successors and assigns. The Trustee is an express third party beneficiary of this Agreement.

Section 7.7. Amendments and Supplements. This Agreement may not be amended except as permitted by the terms of the trust agreements for the Bonds. Any amendment, if permitted, must be by written instrument executed by the City, the Issuer, and the Developer.

Section 7.8. Assignment. To secure payment of debt charges on the Bonds and other amounts due under the Trust Agreement, the Issuer will assign certain of its rights under and interest in this Agreement, the Service Payments and the TIF Fund to the Trustee. The other Parties consent to those assignments. The Developer may, without the consent of the City or the Issuer, (i) assign or participate its rights under this Agreement to a lender or investors for the purpose of obtaining financing, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement, or (ii) assign its rights and obligations under this Agreement to an entity that is at least 50% controlled by or under common control with the Developer, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement. The Developer shall provide prompt written notice to the City and the Issuer after any assignment or participation. Notwithstanding the foregoing, any assignment pursuant to (ii) will not be effective until the assignee has provided the City and the Issuer with a copy of an assignment agreement executed by both the Developer and assignee. The

City and the Issuer will cooperate with any reasonable assignment request by a lender, investor, the Developer, or entity controlled by or under common control with the Developer.

Except as otherwise provided in this Section, a party hereto may not assign its rights and obligations hereunder without the written consent of each other Party provided that no Developer consent will be required if the Developer has not maintained its existence, the Developer has not assigned its rights hereunder to another party, and after payment of the Project Costs to the Developer from proceeds from the Bonds.

Section 7.9. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which are regarded as an original and all of which constitute but one and the same instrument. Counterparts or signatures executed, stored, or transmitted by electronic means (such as e-mailed .pdfs) shall be considered original counterparts or signatures for all purposes.

Section 7.10. Severability. If a court determines that any provision of or obligation imposed by this Agreement is invalid or unenforceable, that determination will not affect any other provision or obligation, all of which will be construed and enforced as if the invalid or unenforceable provision or obligation were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each provision or obligation will be deemed to be effective in the manner and to the full extent permitted by law.

Section 7.11. Limitation of Rights. With the exception of rights conferred expressly in this Agreement, this Agreement and all of its covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties and the Trustee.

Section 7.12. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio and the City of Reynoldsburg.

(END OF ARTICLE VII)

IN WITNESS WHEREOF, the Issuer, the City, and the Developer have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

COLUMBUS-FRANKLIN COUNTY
FINANCE AUTHORITY

By: _____
Jean Carter Ryan, President

ISSUER FISCAL OFFICER'S CERTIFICATE

The undersigned, Assistant Secretary-Treasurer of the Columbus-Franklin County Finance Authority under the aforesaid Agreement, hereby certifies that, while the Finance Authority has no obligation to make payments pursuant to the foregoing Agreement, any moneys required to meet the obligations of the Finance Authority during the year 2023 under the aforesaid Agreement have been lawfully appropriated by the Board of Directors of the Finance Authority for such purposes and are in the treasury of the Finance Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2023

Assistant Secretary-Treasurer
Columbus-Franklin County Finance
Authority

Attachment: TIF Cooperative Agreement (Eastwood TIF)

CITY OF REYNOLDSBURG, OHIO

By: _____
Joseph Begeny, Mayor
Pursuant to Ordinance No. __-202__

Approved as to form:

Chris Shook, City Attorney

Attachment: TIF Cooperative Agreement (Eastwood TIF)

Signature Page to TIF and Cooperative Agreement

CITY FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing Agreement except from the Service Payments to be collected for deposit into the Eastwood Development Tax Increment Equivalent Fund pursuant to City Ordinance No. __-202_. Section __ of City Ordinance No. __-202_ appropriated those funds for expenditure in accordance with the foregoing Agreement. Accordingly, as fiscal officer for the City of Reynoldsburg, I certify that funds sufficient to meet the obligations of the City under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under the TIF Act, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2022

Stephen Clark, City Auditor
City of Reynoldsburg, Ohio

Attachment: TIF Cooperative Agreement (Eastwood TIF)

Signature Page to TIF and Cooperative Agreement

EASTWOOD DEVELOPMENT
PARTNERS LLC, an Ohio limited liability
company

By: _____
Jonathon Wilcox, Managing Member

Attachment: TIF Cooperative Agreement (Eastwood TIF)

Signature Page to TIF and Cooperative Agreement

Exhibit A

Project Description and Current Estimated Budget

Exhibit B

Form of Disbursement Request**Disbursement Request****Payment No. __**

Columbus-Franklin County Finance Authority
300 Spruce Street, Suite 220
Columbus, Ohio 43215
Attention: President

Re: Tax Increment Financing and Cooperative Agreement, dated _____ 1, 2023, by and between the Columbus-Franklin County Finance Authority (the “Finance Authority”), the City of Reynoldsburg (the “City”) and Eastwood Development Partners LLC (the “Developer”) (the “Agreement”)

This Disbursement Request is given pursuant to the terms and conditions of the Agreement. Unless otherwise indicated herein, capitalized words and phrase used herein shall have the same meanings as are assigned to such words and phrases in the Agreement.

1. The undersigned, a duly authorized officer of the Developer, hereby requests a disbursement of funds from the Project Fund in the aggregate amount of \$_____, for the [payment][reimbursement] of Project Costs to be paid to the payees identified on **Schedule 1** attached hereto.

2. The Developer certifies, represents and warrants to the Finance Authority as follows:

(a) All of the costs submitted for payment or reimbursement hereunder are eligible Project Costs pursuant to the Agreement. All amounts requested hereby shall be applied in accordance with this Disbursement Request. All amounts previously disbursed pursuant to a Disbursement Request have been applied in accordance with the applicable Disbursement Request.

(b) Attached hereto as **Schedule 2** are true and accurate copies of the invoices and pay applications that evidence the Project Costs for which payment or reimbursement is being requested.

(c) The Developer hereby certifies, represents and warrants that to the extent payments are for costs or obligations relating to the design agreements or contractor agreements: (i) the payments requested hereby are for obligations properly incurred under the Contract Documents and for work or materials described in the Contract Documents, have not been previously paid pursuant an approved Disbursement Request, and have not been previously disapproved by the Finance Authority except as noted in this Disbursement Request; (ii) unconditional lien waivers from all materialmen, contractors and subcontractors who have provided services or materials for which payment has previously been provided have been obtained and the Project is free and clear of all liens and encumbrances other than as reflected in title evidence previously provided to and approved by the Finance Authority; (iii) to the extent required, prevailing wage affidavits from all contractors and

subcontractors who have provided services or materials for which payment is hereby requested are attached; (iv) conditional lien waivers from all contractors and subcontractors who have provided services or materials for which payment is hereby requested have been obtained; (v) based on the certifications of the Developer's engineer and contractor, on which the Finance Authority may rely, (X) the work and materials for which payment is hereby requested have been installed substantially in accordance with the Contract Documents, and (Y) payment for the materials requested hereby is due pursuant to the terms of the Contract Documents; and (vi) all installed work and materials and for which payment is hereby requested have been inspected and approved by the Developer's engineer or any applicable government entity.

Executed this ____ day of _____, _____.

**EASTWOOD DEVELOPMENT
PARTNERS LLC**

By: _____

Printed

Name: _____

Title: _____

Approved by **CITY OF REYNOLDSBURG**

By: _____

Name:

Title:

Exhibit C

Certificate of Completion

The undersigned, the duly authorized representative of the Developer, certifies the following to the Finance Authority pursuant to and in compliance with Section 3.2 of the Tax Increment Financing and Cooperative Agreement between the Columbus-Franklin County Finance Authority, the City of Reynoldsburg and the Developer, dated as of _____ 1, 2023 (the "Agreement"). Terms not otherwise defined herein shall have the meanings prescribed to them in the Agreement.

- i. All facilities necessary for the proper functioning of the Project have been acquired, constructed, installed, equipped and otherwise improved and developed, as of _____, ____.
- ii. As of _____, _____, the acquisition, construction, equipping and installation of the Project have been completed in accordance with the Contract Documents in all material respects, and that all costs then due and payable in connection therewith from the Project Fund have been paid, and all obligations, costs and expenses in connection with the Project and then payable out of the Project Fund have been paid or discharged. If there are any costs and expenses which are not yet due or are being contested, or if any amounts must be retained for any other reason, said amounts should be described and attached to this certificate.
- iii. An accurate summary of the costs incurred by the Developer in completing the Project is attached to this certificate.

EASTWOOD DEVELOPMENT PARTNERS LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

Date _____

Attachment: TIF Cooperative Agreement (Eastwood TIF)

December 2, 2022

Board of Education of the Career & Technology
Education Centers of Licking County
150 Price Rd.
Newark, OH 43055
Attn: Joyce L. Malainy, Ed.D., Superintendent

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed
Tax Increment Financing

Dear Superintendent Malainy:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers of Licking County (the “School District”) that the City of Reynoldsburg, Ohio (the “City”) intends to adopt an ordinance establishing a tax increment financing (“TIF”) exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the “TIF Ordinance”) in substantially the same form as it will be presented to the Council of the City (the “Council”) is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

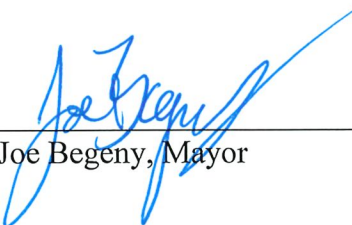
Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on December 19, 2022 at 6:30 p.m. located at Reynoldsburg City Hall, 7232 E. Main Street, Reynoldsburg, Ohio 43068.

Attachment: CTEC Notice (Eastwood TIF)

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Eric Meyer, Development Director, prior to December 19, 2022. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

CITY OF REYNOLDSBURG, OHIO



Joe Begeny, Mayor

Enclosure

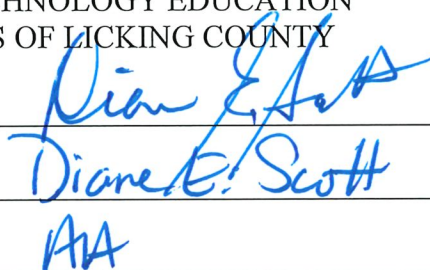
Received Via Personal Service:

BOARD OF EDUCATION OF THE CAREER
AND TECHNOLOGY EDUCATION
CENTERS OF LICKING COUNTY

By: _____

Name: _____

Title: _____



Date: 12/21, 2022



Mollie Prasher
Clerk of Council

Attachment: CTEC Notice (Eastwood TIF)

December 2, 2022

Board of Education
Southwest Licking Local School District
927-A South Street
Pataskala, OH 43062
Attn: Dr. Kasey Perkins, Superintendent

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed
Tax Increment Financing

Dear Superintendent Perkins:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers of Licking County (the “School District”) that the City of Reynoldsburg, Ohio (the “City”) intends to adopt an ordinance establishing a tax increment financing (“TIF”) exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the “TIF Ordinance”) in substantially the same form as it will be presented to the Council of the City (the “Council”) is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on December 19, 2022 at 6:30 p.m. located at Reynoldsburg City Hall, 7232 E. Main Street, Reynoldsburg, Ohio 43068.

Attachment: SWL Notice (Eastwood TIF)

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Eric Meyer, Development Director, prior to December 19, 2022. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

CITY OF REYNOLDSBURG, OHIO



Joe Begeny, Mayor

Enclosures

Received Via Personal Service:

BOARD OF EDUCATION

By: Richard D. Jones
Name: Richard D. Jones
Title: Treasurer

Date: 12/2/22, 2022



Mollie Prasher
Clerk of Council

Attachment: SWL Notice (Eastwood TIF)

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: **December 12, 2022**

TO: **Development, Parks and Recreation Committee**

RE: **OHM Contract for Planning Services**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES

WHEREAS, the Mayor and Economic Development Department have determined the need for additional planning services; and

WHEREAS, the city intends to utilize OHM to assist with the Planning and Zoning Board review and zoning code update; and

WHEREAS, this Ordinance will direct OHM to complete planning services; and

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 OHM in the amount not to exceed \$78,000.00 for planning services.

Development Department**Eric Meyer****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

SECTION 2. That these funds were included in the 2023 Budget and will be appropriated from account number 110.580.5331 Engineering/Architecture.

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

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Public Service and Transportation Committee

RE: Agreement with Franklin Soil & Water for 2023. Funding will be from the 2023 Storm Water budget.

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2023.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2023 and expires on December 31, 2023. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

1) Staff will provide watershed coordination assistance including:

- o In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed on the City of Reynoldsburg and enhance their positive contributions.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- o Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- o Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- o Provide assistance to residents as requested and appropriate.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND
WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT
WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL
AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND
SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH
ODNR AND OHIO EPA**

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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 Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of \$26,400.00.

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



Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

This working agreement covers a reporting period starting January 1, 2023 and expires on December 31, 2023. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

Franklin Soil & Water will provide the following services for the City:

Watershed Coordination for Big Walnut Watershed

These items benefit the City's stormwater management permit compliance with public education and outreach, post construction and overall stormwater management program management.

Staff will provide watershed coordination assistance which may include:

- 1) In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City to help reduce the negative impacts of the streams in this watershed in the City and enhance their positive contributions.
- 2) Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- 3) Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- 4) Assist with promoting Community Backyards and Rain Garden Cost Share including possibly a display at the Tomato Festival.
- 5) Highlight as appropriate stormwater mitigation and stream restoration projects in the City through written materials, presentations and tours.
- 6) Provide assistance to residents as requested and appropriate.



- 7) Assist with compiling the Annual Report to Ohio EPA for 2022. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.
- 8) Provide an overview of permit requirements and guidance with updating stormwater management plan as needed.
- 9) As resources allow, review stormwater utility for opportunities and develop stormwater messaging for storm drains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:

Public Education and Outreach; Public Participation and Involvement

- 1) Provide stormwater and natural resource education updates to interested residents through newsletters, factsheets and website. Provide community PR staff, including Keith Kundtz and William Dorman, text, graphics and videos that can be used for newsletter articles, brochures, website and social media.
- 2) Contact 713 (7130/2/5) students K-12 through educational programs and materials. Education programs are targeted to stormwater and water quality. Work with City staff to increase contacts and programming within Reynoldsburg Schools.
- 3) Provide the City with Water Quality Partnership materials to reach out to City businesses. Target businesses with information on the community's stormwater program as well as actions they can take to improve water quality runoff. Businesses can sign a pledge for and commit to actions that will support the City's stormwater program goals. Participating businesses will receive a water quality partner window cling, periodic educational information and recognition on Franklin Soil and Water Conservation District's website. Staff will also continue outreach to remaining businesses who have signed up as community water quality partners.
- 4) Support developer outreach through Franklin Soil and Water Conservation District. The City will receive recognition in our Urban Review Newsletter that goes out about three times a year, in advertising for webinars and stormwater roundtables about 5 times a year. We will be sure to provide the MS4 community with a progress report for their Annual Report.
- 5) Staff will implement community backyard conservation incentive program. Participating residents will attend a storm water education workshop or participate in an online presentation. For their participation they will be eligible to receive up to a \$50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to \$1,000.00 in reimbursements will be available to residents. This program will be promoted at one community workshop.
- 6) Staff will implement the Pick Up Poop program (PUP). Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging developed by Northeast Ohio Sewer District and the City of Columbus. The



program will involve hot cards to explain the program, program display signs, a program webpage on Franklin Soil and Water's website, online and paper pledge forms for residents, and pet waste disposal bags with dispenser for program promotion and as an incentive for completing the pledge.

- 7) Promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses. This may include advertising, tours or public rain garden maintenance as well as \$500 in rebates provided in 2019 for rain garden cost share.

Minimum Control Measure No. 5: Post Construction

1) Work with the City to prioritize approximately 6 basins for a more in-depth study. Staff will conduct field inspections to determine physical conditions of ponds and structures. Staff will visually inspect and document structures, vegetation, and other indicators of basin functionality. In addition, staff will collaborate with Fairfield Soil and Water Conservation District to determine basin depths with the use of a Hydrone. This will allow for an accurate representation of the three-dimensional geometry of the basins.

In addition to documenting the physical conditions of the basins, Franklin Soil and Water will provide the City with the data collected and mapped, analysis of the data, and recommendations for maintenance prioritization of the basins.

Minimum Control Measure No. 6: Good Housekeeping

- 1) Provide a Good Housekeeping Workshop to City staff.

Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$26,400. Funds will be expended as needed to meet the grant agreement and support Soil and Water's current mission and goals.

A list of services provided will be maintained by Franklin Soil and Water. A biannual report shall be provided to the City that will include: Activities completed in that 6-month period; and comparison of services provided and services anticipated.

In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next year's grant will be adjusted accordingly to compensate for the previous year's numbers. Franklin Soil and Water reserves the right to request additional support for the current year if a request from the City is outside of this grant agreement and cannot be met with existing resources. If both parties agree that the amount of assistance provided is on target or close to target, the next year's grant will be calculated solely on anticipated assistance needed.

It is Mutually Agreed:



That Franklin Soil and Water is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

That the City and Franklin Soil and Water will meet when necessary to review and coordinate activities and programs related to working agreement.

That credit will be given jointly to Franklin Soil and Water and the City on products developed as part of this working agreement.

That this working agreement may be amended or terminated at any time by mutual consent of both parties, and that the agreement may be terminated by either party giving sixty (60) days notice in writing to the other.

SIGNATURES

The signatures below certify consent on the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Signature	Title	Date
-----------	-------	------

CITY OF REYNOLDSBURG

Signature	Title	Date
-----------	-------	------



ESTIMATED COSTS FOR REYNOLDSBURG GRANT

ACTIVITY		Cost Estimate
Watershed Coordination		
Watershed Coordination Support	Provide support for watershed projects to benefit water quality, stream function and stormwater management, as well as provide assistance in complying with Ohio EPA permit and Annual Report.	\$10,200
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	\$850
Student Programming Contacts	Stormwater education programming provided to 713 students.	\$3,300
Water Quality Partnership	Provide program materials for City businesses and support to business completing pledges.	\$1,150
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	\$1,500
Community Backyards	Promote community backyards program within the City, through website, press release, and social media. One workshop will also be organized and advertised in partnership with the City. (\$1000 for rebates \$600 for workshop and \$1200 for program administration)	\$2,800
PUP Program	Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging (\$1,000 from 2022 will rollover to 2023.)	\$0
Rain Garden Support	Support for rain garden promotion and maintenance. \$500 for rain garden cost share included from 2019.	\$500
MCM 5		
Basin Assessment	6 basin assessments to determine basin depths and report findings	\$5,500
MCM 6		
Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City staff.	\$600
TOTAL		\$26,400

Attachment: Reynoldsburg_Working_Agreement_2023_Final (003) (159-2022 : Agreement with Franklin Soil & Water for 2023)



City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: December 12, 2022

TO: Finance and Administration Committee

RE: Accept and Appropriate American Legion Reynoldsburg Post 798
Monument Donation for Memorial Plaza

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Accept \$6,500 from the American Legion, Reynoldsburg Post 798 and Appropriate it to Account 110.595.5399 Memorial Plaza for purchasing a Military Commemoration Monument.

Reynoldsburg Post 798 of the American Legion donated \$4000.00 on 11NOV 2022 for the purpose of purchasing a commemorative monument in Memorial Plaza, City of Reynoldsburg.

Mayor Begeny accepted this gift from Post Commander George Mussi during the Veterans Day Ceremony. \$2500.00 Was previously donated to at the Memorial Day 2022 ceremony

This legislation accepts and appropriates these funds.

Accept \$6,500.00 from the American Legion Post 798 and Appropriate it to Account 110.595.5399

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CIP
FUND TO THE CIP MEMORIAL PLAZA ACCOUNT FOR DONATED MONIES**

WHEREAS, THE CITY OF REYNOLDSBURG HAS RECEIVED A DONATIONS IN THE

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

AMOUNT OF \$6,500.00 FROM THE AMERICAN LEGION REYNOLDSBURG POST 798
FOR A MONUMENT IN MEMORIAL PLAZA; AND

WHEREAS, THOSE MONIES NEED TO BE APPROPRIATED FROM THE
UNAPPROPRIATED CIP FUND (410) AND INTO THE CIP FUND ACCOUNT
410.000.0162.5602 LANCASTER AVENUE/MAIN STREET PARKING LOT

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

SECTION 1. THAT AN AMOUNT OF \$6,500.00 IN THE UNAPPROPRIATED CIP FUND
(410) BE AND IS HEREBY APPROPRIATED AS FOLLOWS:

\$6,500 410.000.0162.5602 LANCASTER AVENUE/MAIN STREET PARKING LOT

SECTION 2. THAT UPON ADOPTION BY COUNCIL, THIS ORDINANCE SHALL BE IN
EFFECT THIRTY DAYS FOLLOWING SIGNATURE BY THE MAYOR.