



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Council Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Tuesday, November 12, 2019

Council Chambers

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

A. City Council – Regular Meeting – October 28, 2019

4. APPROVAL OF AGENDA

5. COMMUNITY COMMENTS AND REQUESTS

6. COMMUNICATIONS

7. REPORTS

1. LIQUOR PERMIT FOR GHION GROCERY

8. MOTIONS

A. A MOTION TO ACCEPT THE RECOMMENDATIONS FOR NEW
BRANDING FROM THE AD HOC BRANDING COMMITTEE AND THE
GUIDE STUDIOS MARKETING AND BRANDING GROUP --- SPALDING. .

9. LEGISLATION FOR EMERGENCY ADOPTION

- A. AN ORDINANCE UNAPPROPRIATING FUNDS FROM ACCOUNTS IN THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- B. AN ORDINANCE TO APPROPRIATE FUNDS TO THE PARKS & RECREATION DEPARTMENT FOR REPAIR SERVICES, AND DECLARING AN EMERGENCY (FIRST READING 10/28/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- C. AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY (FIRST READING 10/28/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- D. AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO OTHER ACCOUNTS IN THE HUMAN RESOURCES DEPARTMENT, AND DECLARING AN EMERGENCY (FIRST READING 10/28/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

10. LEGISLATION FOR FIRST READING

- A. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- B. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 AND 505.15 AND REPEAL SECTION 505.13 OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.

- C. 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, AND DECLARING AN EMERGENCY --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- D. 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 --- COTNER, LUZADER. FINANCE AND ADMINISTRATION COMMITTEE.
- E. 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 --- COTNER, LUZADER. FINANCE AND ADMINISTRATION COMMITTEE.
- F. AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- G. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- H. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- I. AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

- J. AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

11. LEGISLATION FOR SECOND READING

- A. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020 (FIRST READING 10/28/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

12. LEGISLATION FOR THIRD READING

- A. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. FOR METER READING SERVICES (SECOND READING 10/28/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.

ADJOURNMENT

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
October 28, 2019**

President of Council Doug Joseph called the meeting to order at 7:52 PM

PRESENT: Joseph, Cotner, Luzader, Spalding, Baker, Skinner

ABSENT: Clemens, Bryant

Approval of Minutes

- a. City Council – Public Hearing – October 14, 2019

RESULT:	ACCEPTED
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- b. City Council – Regular Meeting – October 14, 2019

RESULT:	ACCEPTED
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Approval of Agenda

Mr. Joseph removed item 11b which is being held for two weeks

ALL VOTED IN FAVOR BY VOICE

Community Comments and Requests

Communications

CLERK OF COURT REPORT

RESULT:	READ INTO THE MINUTES
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AUDITOR'S REPORT JULY-SEPTEMBER, 2019

POLICE DEPARTMENT THIRD QUARTER REPORT

Chief Plesich summarized the third quarter report for the Police Department.

Reports

GUIDE STUDIO PRESENTATION

Guide Studio gave a presentation on the new branding of the City and presented the new City logo. They replaced the "o" in Reynoldsburg with the graphics of a tomato star. As well as added the 1839 year of establishment to represent the City's history. Council was presented with key chains and sticker to present the logos.

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**MINUTES REGULAR MEETING
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Council held the item for two weeks until the next Council meeting prior to making a decision.

Motions

A MOTION TO ACCEPT THE RECOMMENDATIONS FOR NEW BRANDING FROM THE AD HOC BRANDING COMMITTEE AND THE GUIDE STUDIOS MARKETING AND BRANDING GROUP --- Spalding. .

Mr. Spalding: I think we should hold this for two weeks until Council gets a proper amount of time to digest what they have just seen.

COUNCILMAN SPALDING MADE A MOTION TO HOLD ITEM 8a FOR TWO WEEKS, ALL VOTED IN FAVOR BY VOICE

RESULT: HELD

Next: 11/12/2019 7:35 PM

Special Use Exemptions

2019-119

A MOTION TO APPROVE A RESOLUTION APPROVING SPECIAL EXCEPTION USE PERMIT #2019-5364 AT 8305 TAYLOR ROAD FOR APPLICANT LAURENCE BERGMAN FOR AN ADULT DAY CARE

Mr. Joseph: We discussed this item two weeks ago in our public hearing and decided to hold it until tonight, when we could ask some additional questions of the applicant. I do know we have tonight, the real estate broker who handled this for the applicant, Brett Post. Could you come up to the microphone and give us a little more background on this and then we could ask some questions.

Mr. Post: The adult daycare is a group out of Colorado that is looking to establish an adult daycare somewhere here in Reynoldsburg. Its a Monday through Friday operation. The establishment expects to have about 200 clients at totally membership and on a regular basis no more than 70 clients on site. The location 8305 Taylor Road, two units are going to be brought together for 4800 square feet of use. The daily operations will serve breakfast and lunch. More of a 7:00 AM to 5:00 PM type operation, no weekend hours.

Mr. Joseph: Ok, I know there were some questions from Council Members, who wants to start?

Mr. Spalding: When you had presented before the Board of Zoning, I know they had asked you about activities, right? And your answer to them was, you'd have to leave that up to them. So now I need to know what activities are we going to have. Because Mr.

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Bergman had mentioned when he had talked to us the last time, certain activities, but I didn't really get clear specifically. What activities are these people going to have?

Mr. Post: That would definitely be a question that Vegan and Artem should answer. It'll be interactive onsite activities. They will have some, I believe some tours out to shopping or restaurants but most of the activity will be on site. So, whether they are playing games or reading books, whatever that interaction is for the group that's appropriate for them. But again I defer that Artem and Vegan for the answer.

Mr. Spalding: Ok, because that's kind of what we were hoping they would share with us. Alright, but ok. One other question, a nurse is going to be onboard, it did say that, she would take vitals, so that's a good thing for older folk. Now, does that mean, and the payments, and I did look up the <INAUDIBLE> out in Denver and it said Medicaid insurance, so these were the ways people paid. So does that mean, we know that people come there with disabilities, so does that mean that there has to be a prescription or medical doctor s says ok you can go to this daycare venter then if its paid by medicine? I don't know. Help me understand how the financial transit acts there, since it has to be paid through insurance. I mean sure could do a private pay, I guess I could go there. But how does that work when its mainly insurance that's paying for this?

Mr. Post: So for the fiscal answer I would definitely refer to Vegan and Artem because as a real estate agent in charge, I don't know the inter workings of their financial operation.

Mr. Joseph: We are going to be making a phone call to him in a bit.

Mr. Post: Those questions, operational questions like that I would definitely be asking Vegan and Artem to get on a call and we talked about doing that as far as bringing them onto a call.

Mr. Joseph: Yea, we are going to be doing that shortly here. Any other questions at this point?

Mr. Cotner: You said were going to be doing that shortly? When?

Mr. Joseph: In a few minutes, while were on this item. Mr. Hood did you have something you wanted to add to this?

Mr. Hood: This is a little different than a regular SEUP in that they are asking you to determine a similar use that is not found in our code so its under 1145.10. Which is just a little different. And the only reason I bring it up is because there are additional factors that need to be waived but the thing I want to make sure Council understands is that, this would also, if you find this to be a similar use for the NC district it would be basically written into our code as a special exception use in all of those zoned areas. So its not just for the particular parcel. It would then become a special exception use for all the NC

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areas in the City. I just wanted to make sure Council was aware of that before you make your decisions. Its a little different than our normal analysis when you determine whether or not a use is appropriate for the particular zone.

Mr. Joseph: Ok, if Council members will look at the map provided by the Clerk, a number of areas were highlighted. Both on Main Street, Taylor Road, Lancaster Avenue. Those areas are the areas that the City Attorney is speaking of, that if we change it, it would apply again, in all those areas, correct?

Mr. Hood: Just the NC districts, but yes whatever the Clerk has presented, I got right before the meeting, but I am sure its correct.

Mr. Cotner: Mine is for Mr. Bowsher. How is this going to connect then as were working Calfee on the new zoning code and how is this going to have the impact going forward with their work and what this look like if we make this action tonight?

Mr. Bowsher: By the time that they would get it built out and installed, the new zoning code would take effect. This would be the CC Community Commerce, which is more closely related to what you see on Main Street now and over on 256. I would have to take a look more detailed about this specific use and whether its allowed or allowing that in there or not. Now granted it would be grand fathered in as a non conforming use if it was approved tonight. I don't quite understand Mr. Hood on what your speaking of because typically that would be more of a P and D but special exception on deals with specific parcel so I am not sure how it could change it across the board on all zones.

Mr. Hood: That's not what I said. BZBA was asked to interpret similar use from your staff, that's 1145.10 and then what it says in the very last sentence of that chapter is if they find the similar use is appropriate in that district, not across all districts, but in that district, it then goes into our code as a special exception use. So anybody who would apply for this in an NC district would still have to come before Council or the BZBA to still as for the special exception. But I wanted to make sure you understood when you made your decision this evening that it wasn't just about this parcel, like a normal SEUP would be.

Mr. Bowsher: I appreciate the clarification because I think they were thinking it was just going to be an allowable use if they approved it.

Mr. Hood: No, no not what I said. A special exception use in this district.

Mr. Joseph: We can make the phone call to the applicant and we will just go by their first names, Vegan and Artem. They will be able to hear us pretty well but we will need to speak up so he can hear us, so when asking questions get close to the microphone so he can hear.

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PHONE CALL BEING MADE AND CONNECTED

Mr. Luzader: While were waiting I might have one question that you might be able to answer and it has to do with the improvements to the site, the building. Will there be actual kitchen facilities there that they will be fixing lunch or will it be catered in?

Mr. Post: The decision right now is whether or not to go hard line gas or gas unit or to go electric, process in the kitchen. Yes, onsite cooking.

Mr. Luzader: I am assuming they will have to have food handler permit.

Mr. Post: Yea they will have to go through a health department and get a food permit.

CALLING VEGAN

Mr. Joseph: Yes hello. Our clerk will repeat any questions. Stand by.

Mr. Spalding: We wanted to know what type of activities the people would be having at the site?

Mr. Vegan: We usually bring people to the base center and we usually start with breakfast and have some sort of games. You know bingo, they watch a movie. Then sometimes we take them to shopping, parks, the malls after that we bring them back to the base center. They take lunch and then after lunch we drive them home.

Mr. Spalding: Ok, those sound like fun things to do.

Mr. Vegan: Yea, so its a lot of activities, it depends on whatever they want. But usually its games, sing songs, some religious stuff, bingo, something like that.

Mr. Spalding: You also take disabled people, would they have different types of activities then?

Mr. Vegan: We usually ask people what kind of activities they want to do and one of the group can watch TV and another group can do something different. Other group can read books, bingo, puzzles. Not everyone does the same stuff, whatever they want to do.

Mr. Spalding: It says private pay, insurance and then Medicaid. So the people that come do they need a prescription from a doctor? How does the medical part of this come into play here.

Mr. Vegan: So I am not really sure how that works in Ohio 100% yet but for example here in a Denver we have a case manager, the client has a case manager and the case manager has the doctor notes can approve the clients for the day center. If its a private

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pay we don't need to have any information from the doctor or from the case manager. But if its a Medicaid client, they should have a case manager and the case manager is deciding if that client is approved for adult day center, if yes, for how many days a week. So it can be two days a week, it can be five days a week, its depends on the client condition. If its example for depression, could be five days a week, if its just socializing it could be one to two days a week. So the case manager sending the documents to the doctor and the doctor writes notes and diagnosis. Then the case manager will make a decision if the client is approved for the adult day center.

Mr. Spalding: That makes sense, thank you.

Mr. Luzader: Two quick questions. You said your client will be taking trips, will those be chartered trips or will you have your own transportation?

Mr. Vegan: No, we will have our own transportation. With our transportation were going to bring them to adult day center, take them to shopping centers, and after that were going to drive them home. We are going to use our own drivers.

Mr. Luzader: Since this is a new application for the City of Reynoldsburg, what we have done in the past is imposed a 6 month review on your special exception use permit just to make sure that everything is above board and you have done everything that you say you are going to do. Would you be receptive to that.

Mr. Vegan: Sure of course, yea. We cant just open this place, we have to have a lot of state inspections. A lot of approvals from Medicaid. Its not just having a space and opening. Application with Medicaid, application with transportation. We should have, they will give us their requirements of what they want to see in the building. For example, shower, what kind of shower. All the requirements. After all of the remodeling, we will have the state surveyor tell us yes we can open the space for the adult day center. So you cant just find a space and open, its a huge process. Sometimes it can take at least 6 months from the state side.

Mr. Prasher: This 6 month review process would come once your facility was open and operating. A 6 month period once all your permitting was through and open.

Mr. Vegan: Ok, yes. That's fine, plus we want to do a commercial kitchen as well in that place to prepare food for the patients. For that we have to have approval from the Health Department as well. We basically have the same thing here in Colorado, we will look here for over 10 years.

Mr. Cotner: It sounds like from your statements all of your clients will be transported by your company as well? Or do families bring them and drop them off each day?

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Mr. Vegan: Yes, I am not sure about that, I am not sure about the wheelchair clients, I am not sure if we will have wheelchair transportation. Maybe in that case we can use another company approved by the state. But for basic pick up and drop off, yes we will do that.

Mr. Cotner: So you will pick up each customer at their home each day and bring them to the facility, is the normal business operation?

Mr. Vegan: Every customer yes.

Mr. Cotner: How many vehicles will you have there for this then? Are these school bus types or what do these look like and how many is that?

Mr. Vegan: I am not sure right now it depends on how many clients we have. In the beginning we were going to buy 3 of them. Its Ford E350, like a Ford Transit. Not like a bus. We won't need a CDL license.

Mr. Cotner: And your application talks about having a registered nurse onsite, will that be at all hours your opened and will that nurse travel with you, and travel with the patients?

Mr. Vegan: We should have a C.N.A. every day for a couple hours. We will check blood pressure, see who needs to take medicine and the nurse is going to be there once a week to see how the C.N.A. did. The C.N.A. will check who took the medicine, if the blood pressure is good and check the doctors notes and everything, the vitals signs. And the RN will check once a week that there are no mistakes and everything is correct.

Mr. Cotner: Will that nurse be traveling when you go out of the building on the trips or just in the building?

Mr. Vegan: No, we usually don't go far. We will have a nursing file for every single client in every vehicle. <INAUDIBLE> Medication, whatever the client takes. Just in case something were to happen on the trip the driver will have the nursing file with contact information and prescriptions. But no she doesn't need to go. And again the trips are not for everybody, it depends on the client condition. For example if they don't want to go they can stay in the base center. Its not like everyone has to go, its whoever wants to go.

Mr. Cotner: You have a partner, there are two of you that are owners. Will you traveling back and forth from Colorado to Ohio? Or what's your management group look like in Ohio?

Mr. Vegan: We have another partner who lives in Ohio and yes we are going to travel. <INAUDIBLE> But we have a partner who actually lives in Ohio.

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Mr. Luzader: For Mr. Hood or possibly the Mayor. With perspective changed in the administration and the attorneys office, if we do impose that 6 month review who will be doing that review?

Mayor McCloud: That's an administrative function, we would follow up.

Mr. Hood: Councilman I appreciate you asking the applicant if they would be ok with a 6 month review, that is absolutely Councils purview. I encourage you guys to do on each special exception use permit to make sure, this application aside having no judgment on this application itself, that no bate and switch ever happens to Council. So that's why we have made them more and more popular and I think its a good piece of due diligence for the Council to do when you allow a special use, that's part of the reason its not a permitted use. There is some kind of unique characteristic to them, why we just don't allow them administratively.

Mr. Joseph: Mr. Hood, would this require four or five votes for passage?

Mr. Hood: I think its the majority will pass it.

Mr. Joseph: Majority, ok got it. Is there a motion to approve?

Mr. Skinner: I would like to make that motion.

Mr. Hood: Councilman Joseph, just to clarify for the record. The recommendation from the BZBA was to approve this as a similar use, that's why a simple majority is only necessary, just for simple record purposes.

Mr. Spalding: With the 6 month review?

Mr. Joseph: You were making that motion to approve with the 6 month review?

Mr. Skinner: Yes sir.

Mr. Joseph: Ok Councilman Skinner makes motion to approve the SEUP #2019-5364 8305 for Taylor Road for the Adult Day Care Facility with a 6 month review, is there a second that? Second by Councilman Spalding. Is there anymore discussion on this item?

Mr. Joseph: Sir your application has been approved.

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REYNOLDSBURG CITY COUNCIL
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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caleb Skinner, Ward 1 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

120-19

AN ORDINANCE TO ADD SECTION 505.02 PERMITTED AND PROHIBITED ANIMALS TO CHAPTER 505 ANIMALS AND FOWL OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner

121-19

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH EQUIVANT FOR COURTVIEW SOFTWARE, TO WAIVE COMPETITIVE BIDDING, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner

LEGISLATION FOR FIRST READING

AN ORDINANCE TO APPROPRIATE FUNDS TO THE PARKS & RECREATION DEPARTMENT FOR REPAIR SERVICES, AND DECLARING AN EMERGENCY -- - Spalding. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/12/2019 7:30 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 AND 505.15 AND REPEAL SECTION 505.13 OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

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**MINUTES REGULAR MEETING
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RESULT:	ITEM HELD	Next: 11/12/2019 7:31 PM
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AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/12/2019 7:32 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

RESULT:	REFERRED TO COMMITTEE	Next: 11/12/2019 7:33 PM
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AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO OTHER ACCOUNTS IN THE HUMAN RESOURCES DEPARTMENT, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/12/2019 7:33 PM
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LEGISLATION FOR SECOND READING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. FOR METER READING SERVICES --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 11/12/2019 7:32 PM
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Adjournment

Doug Joseph, President of Council

Mollie Prasher, Clerk of Council

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

DATE: November 12, 2019**TO:****CC:****RE: Report from Police Department for Liquor Permit for Ghion Grocery**

Gamachis Berhanu

Ghion Grocery

1729 Brice Road

Reynoldsburg, OH 43068

C1 and C2 permits

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

TO

0612017		NEW		GAMACHIS BERHANU DBA GHION GROCERY 1729 BRICE RD REYNOLDSBURG OH 43068
PERMIT NUMBER		TYPE		
ISSUE DATE				
10 21 2019				
FILING DATE				
C1 C2		PERMIT CLASSES		
25	220	B	C54120	
TAX DISTRICT		RECEIPT NO.		

FROM 10/25/2019

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	

This information
is incorrect
Council did not approve
as applicant
information is incorrect



MAILED 10/25/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/25/2019

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
 WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
 REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 0612017**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☒ Clerk of City Council☐ Township Fiscal Officer

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

Attachment: 111219 Ghion Grocery (Liquor Permit Ghion Grocery)

Mollie Prasher

From: Cheryl Kristy
Sent: Wednesday, November 6, 2019 1:17 PM
To: Mollie Prasher
Cc: David Plesich
Subject: Liquor Permit for Ghion Grocery

This permit is currently being denied for the following reason:

“The permit has been filed incorrectly and does not have the correct name or business name on the application. The officer has made contact with the applicant and he has been advised to re-file for a new liquor permit with the correct spelling of his name and business. Officer Lewis also notified ODLG permit representative Darryl C. and advised him that the permit applicant will need to reapply”.

At this point we are waiting for the re-file to be completed.

Cheryl L. Kristy

Reynoldsburg Police Department
Administrative Assistant to
Chief David Plesich
614-322-6932 (Fax) 614-322-6926
ckristy@reypd.com

“Choose Kindness”

Attachment: Liquor Permit for Ghion Grocery (Liquor Permit Ghion Grocery)

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****MOTION REQUEST**

DATE: November 12, 2019**TO:****RE: This is for the acceptance, and authorization to change over City logos, font, typeface, letterhead, and any and all other recommendations from our consultants; Guide Studio for Branding and Marketing.**

Approval:

Brad McCloud

Jed Hood

Stephen Cicak

A Motion to Accept the Recommendations for New Branding from the Ad Hoc Branding Committee and the Guide Studios Marketing and Branding Group



Brand Identity Development

City of Reynoldsburg

CITY COUNCIL PRESENTATION | COR1593 | OCTOBER 28, 2019

Brand Defined

Brand is more than just a logo. It is a symbolic embodiment of all the information connected to your place, and serves to create associations and expectations around it.

This collective perception, planned or incidental, is the result of every interaction a user has with your place.

*“If you don’t care where you’re going,
it doesn’t make a difference which path you take.”*

—CHESHIRE CAT



Brand Objectives

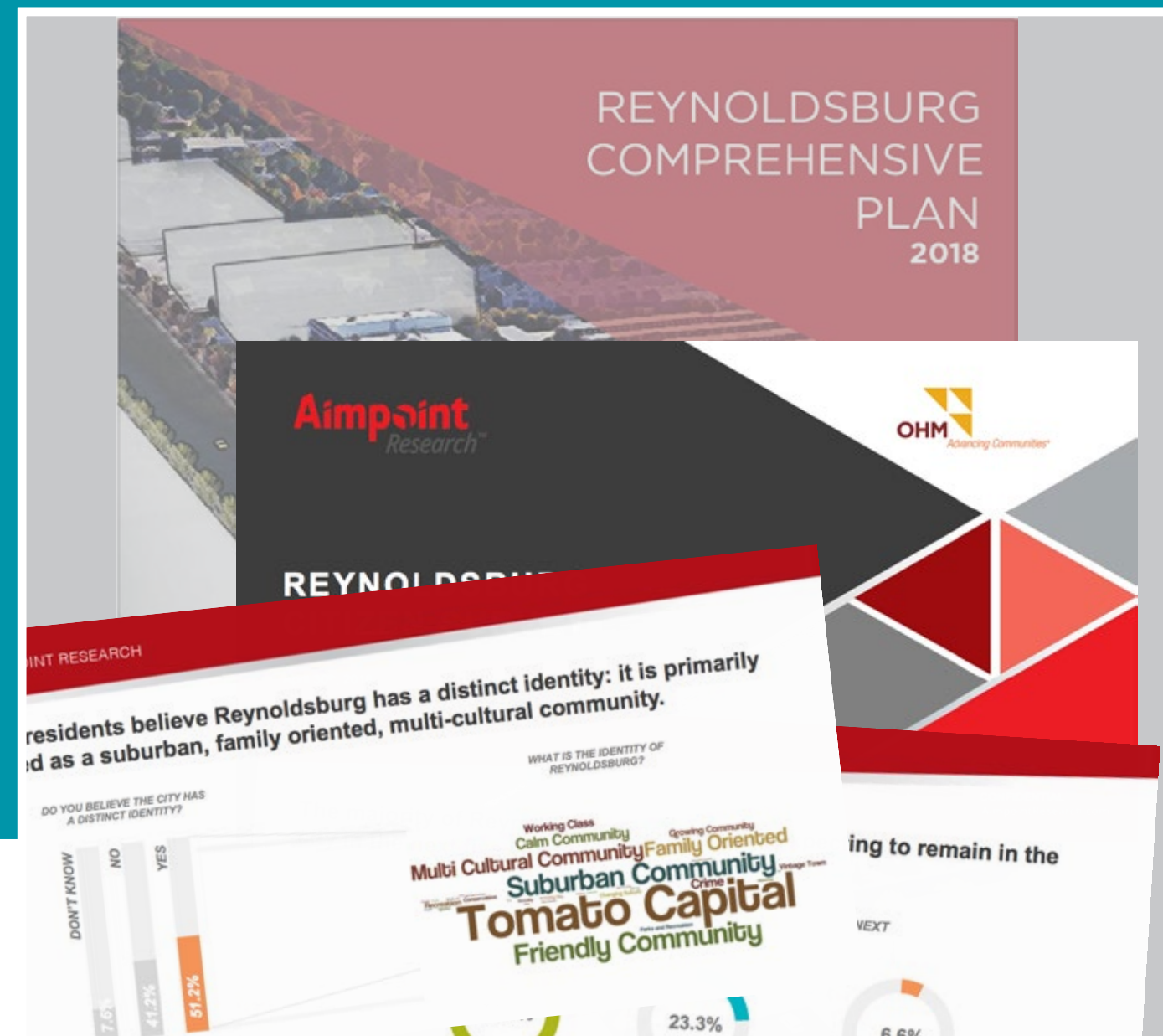
CREATE A BRAND THAT:

- Is cohesive and connective
- Supports communication with the City's audiences
- Supports the growth of the community
- Defines the City with respect given to history, but looking to the future
- Aligns Reynoldsburg with the greater Columbus area

The Process

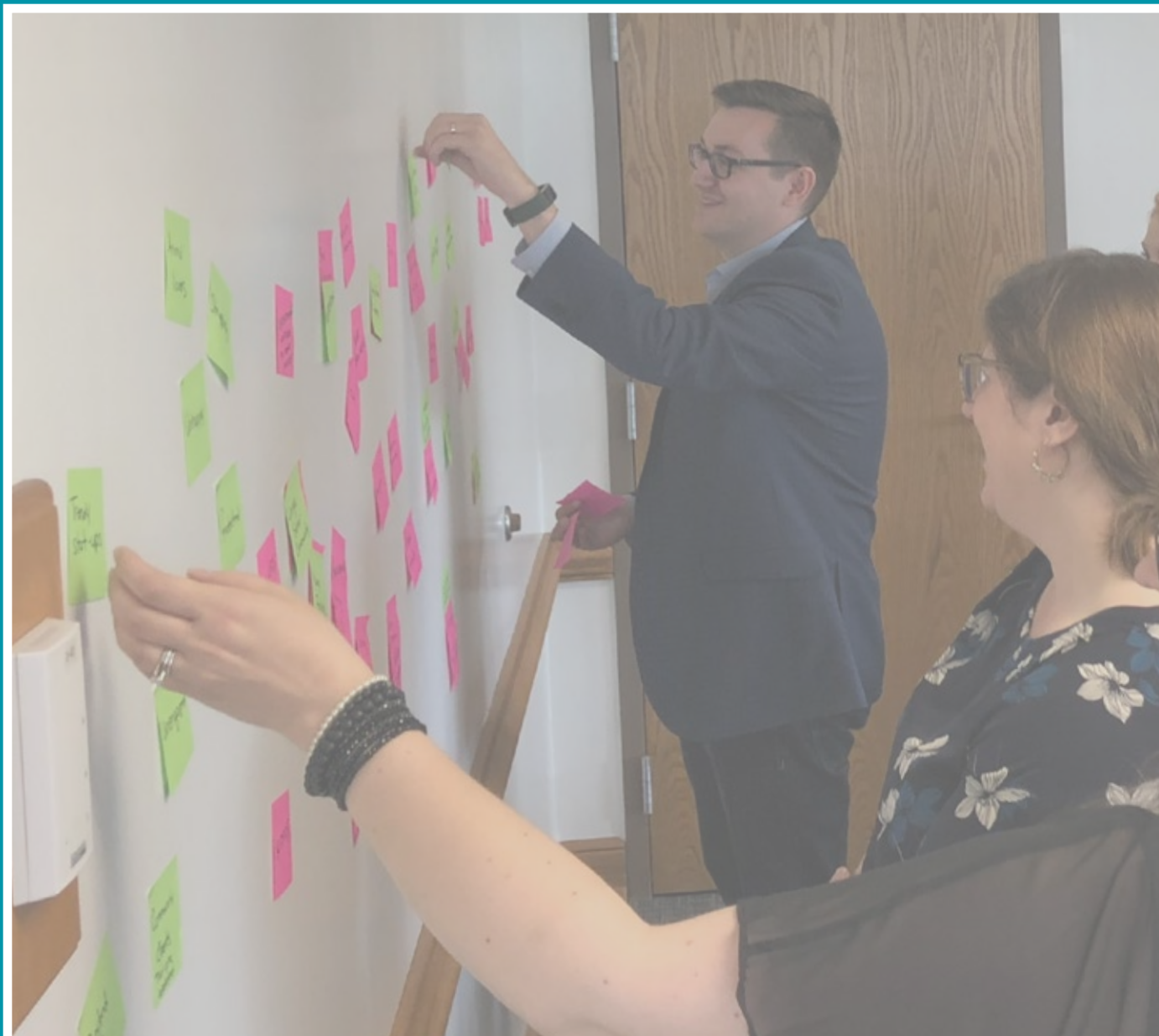


Reviewed current brand and marketing materials and communications



Reviewed Comprehensive Plan and Citizen Survey

The Process

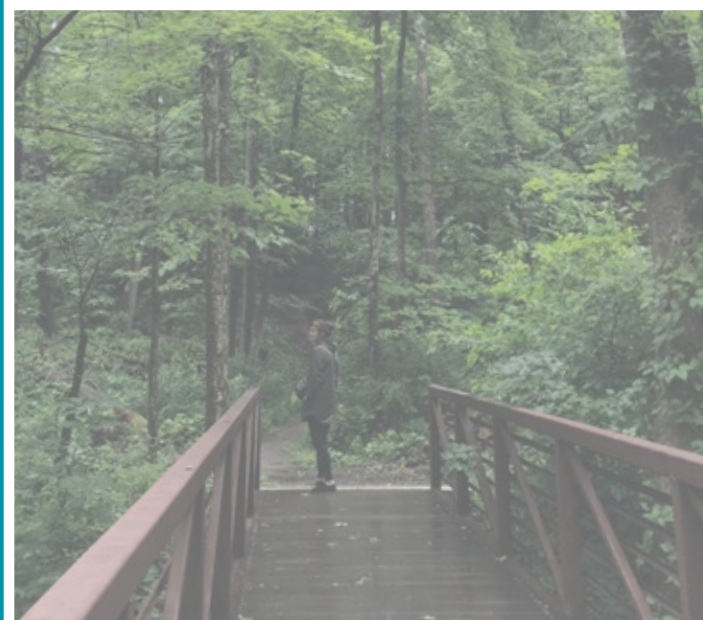


Brand Discovery Workshop with the Steering Committee



Brand Discovery Workshop with Stakeholders

The Process

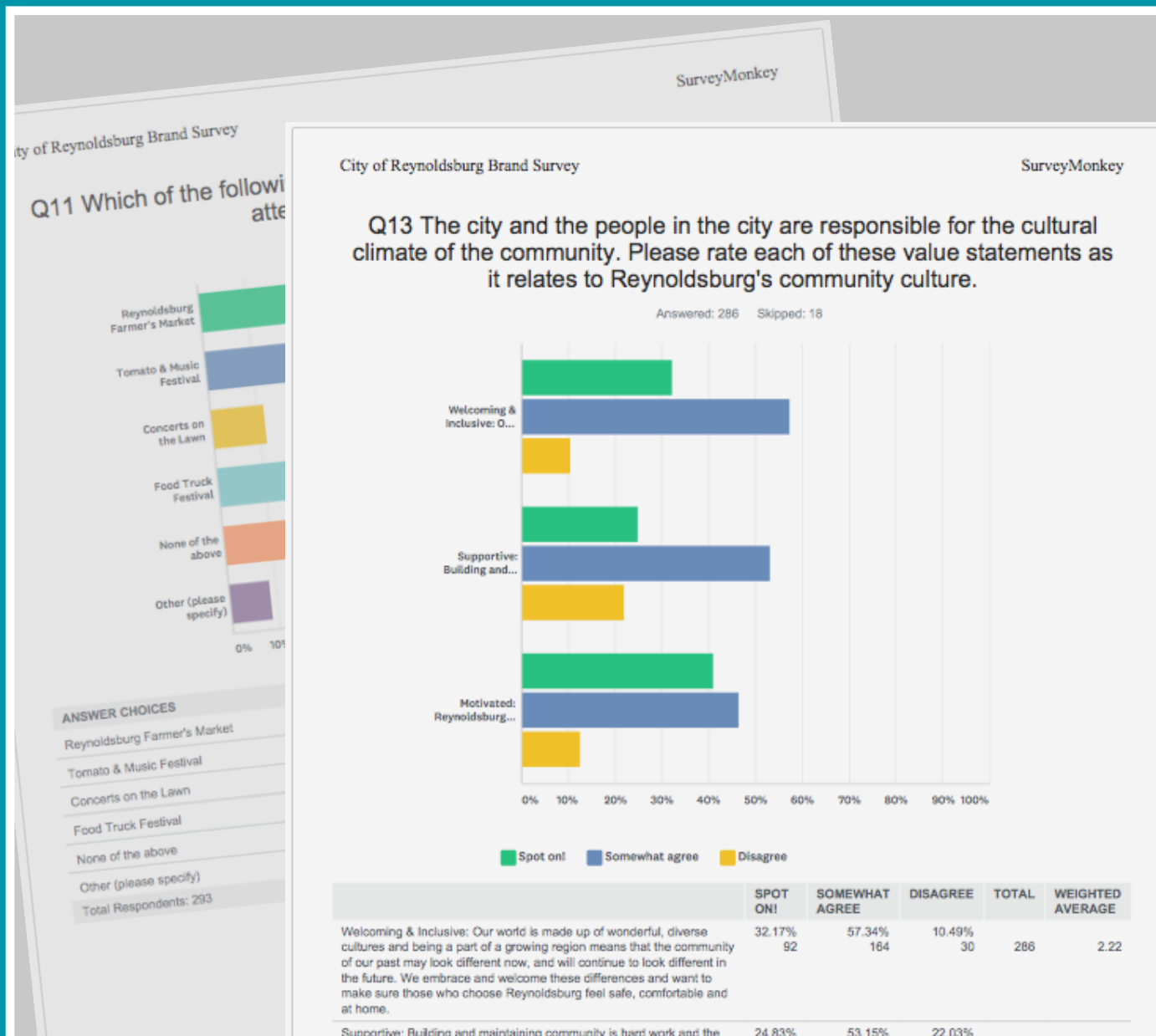


Tour of Reynoldsburg

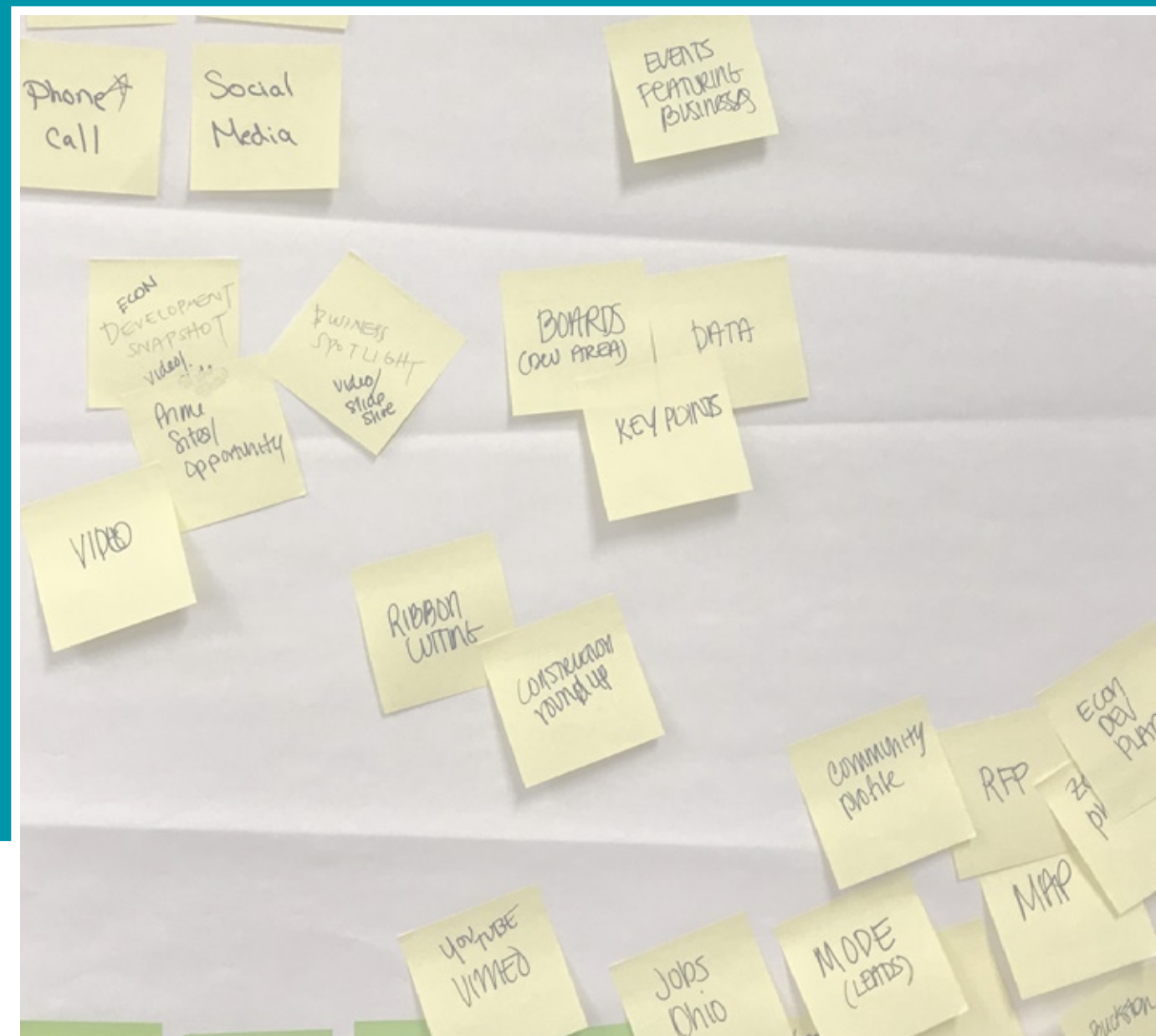


Combine and organize data and insights into a Brand Strategy Platform

The Process



Public Survey - 309 Responses



Brand Implementation Workshop & Implementation Plan Draft

The Process

Reynoldsburg Key Messages

Community at its best
The people of Reynoldsburg know what
events and volunteering to simply being
community culture.

Opportunity knocks
Our entire region is booming and Reynoldsburg
own city. New leadership, strategic plan
community culture.

On a positive path
We love our city. And with smart planning
also protect the best parts of our city.

Open for business
Our local government is strong and
their opportunities for success.

It's all here
Proximity to Columbus, access to
we're primed for new businesses

Welcome home
As our region evolves, so does our
government that is continually improving

It's all about the people
The diverse population in Reynoldsburg
richness of our community culture

Home is here
Good schools, safe neighborhoods
enjoy the conveniences and comforts

Marketing Communications Recommendations

MESSAGE Map

Families with Children

Big segment of our current audience with lots of opportunity for growth in communications + a great avenue for boots-on-the-ground brand champions

MESSAGES: 	Community at its best Its all here Welcome home Home is here Its all about the people	
CHANNELS: 	Event Presence Social Media Website Children's Programming (Parks)	Television Printed event flyers/posters Newsletter
PARTNERS/INFLUENCERS: 	Ten TV School System Churches City Government Reynoldsburg Strong	Neighbors Journalists Community Center/YMCA
OPPORTUNITIES: 	Family-Friendly Events Good relationships - leverage more! Commercials/school events Brand champions/events	More playful & fun content (funny, memes, pop culture) Giveaways/Swag

Families without Children (Singles/Lifers)

Both young professionals and those who have spent most their life in Reynoldsburg make their home in the City because of its affordability and accessibility to all Central Ohio has to offer. This audience is investing in their home and their lives and are seeking opportunities to engage with the city to support and protect that investment.

MESSAGES: 	Its all here Its all about the people Community at its best Opportunity knocks On a positive path Home is here	
CHANNELS: 	Event Presence Social Media Website Television Email	Mallers Council Meetings Neighbors Newsletter Printed event flyers/posters

Key Messages Development



Brand Identity Development
City of Reynoldsburg

DESIGN DEVELOPMENT PRESENTATION | COR1593 | OCTOBER 2, 2019

Conceptual Design & Design Development;
Steering & Stakeholder Review Meetings

Brand Strategy Highlights

Distinct Advantages



We put community first

Whether they have called Reynoldsburg home for their entire lives or are ready to start a life, people will find connectedness, engagement and shared values a part of every decision that shapes this city's future. Focused actions that preserve the past, celebrate evolving diversity, support families and maintain quality amenities are the actions that make it a strong community for a lifetime.



Home is here

Residents feel comfortable and at home in Reynoldsburg. Those who belong to this community have a shared secret — all we need is here. Affordable housing, good schools, access to diverse commercial needs, great parks, engaging community events and close proximity to the cultural epicenter of central Ohio make Reynoldsburg a prime place to call home.



Opportunity welcome

Reynoldsburg is ready for business. A strong and collaborative government, available land and property on bustling corridors, access to highways, airports and proximity to Columbus make Reynoldsburg an attractive site for businesses looking to make their home in a growing region.

Positioning Statement

The City of Reynoldsburg, Ohio elevates community and supports opportunity. Situated in growing Central Ohio, our location, ease of affordability, and balance of green space and commercial corridors makes us a solid investment. But it's our community's shared values — the beliefs that celebrating our past, embracing diversity and supporting our City's vision motivates us to create a dynamic future for the people and businesses who call Reynoldsburg home.

Audience: Residents and Businesses

Product & Service: Stable Community, Available Opportunity

Guiding Principle: Shared Values

End Benefit: A Home with a Dynamic Future

Logo & Brand Look

MOOD BOARD



Greenspace & Commercial



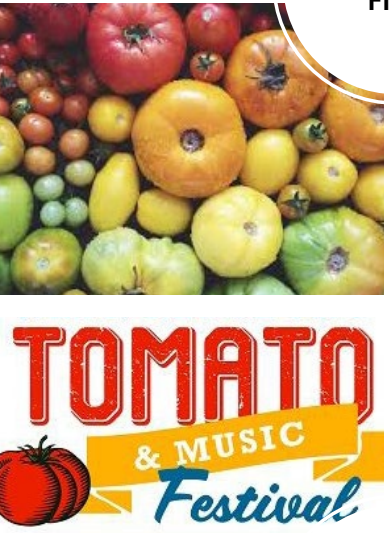
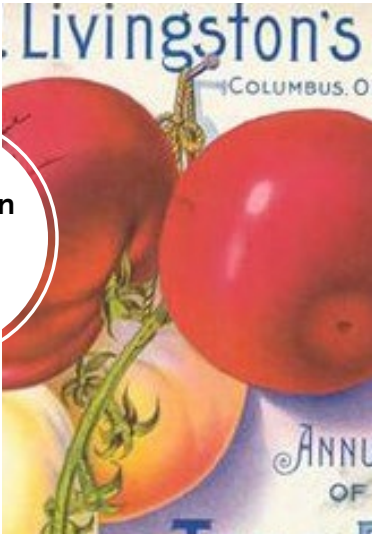
Supportive & Welcoming



Community First



Celebration of History



Bold



Home, Comfortable



Growth & Evolution



PRIMARY LOGO



This flexible mark is fun, flexible, friendly, and bold. It uses a graphic tomato star symbol, in homage to Reynoldsburg’s history as the birthplace of the tomato and also representative of its trajectory for future growth and development. Just as Alexander Livingston put Reynoldsburg on the map with his work developing commercially viable tomato seeds, the City again has the opportunity for exponential growth. The top of the tomato forms a star, representing connectivity around a central core and Reynoldsburg’s key location in central Ohio. The type in the logo can be stacked or made more formal by being written out in one line. The tomato star may be used as an element on its own or in place of the letter O in other words.

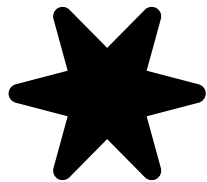
KEY WORDS

- Rooted
- Casual
- Dynamic
- Central
- Home
- Growth
- Fun
- Connective
- Flexible

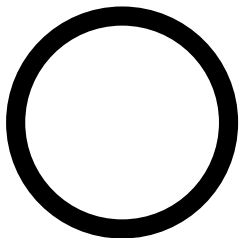
Attachment: COR1593-CouncilPresentation-R1 (City Branding Recommendations)



LOGO BREAKDOWN



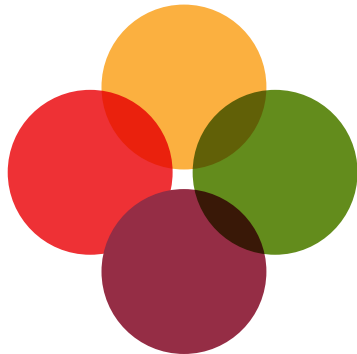
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+



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+

burg

Aspiration
Inspiration
Opportunity
Achievement
Future/Guide

Unity
Central
Safe/Protective
Connected

Growth
History
Rooted

Diversity
Warmth
Home
Dynamic

Casual
Friendly
Modern
Fun

LOGO FAMILY

Reynoldsburg
OHIO • 1839

Reyn
olds
burg
OHIO • 1839

 Reynoldsburg
SERVICE

 Reynoldsburg
PARKS & RECREATION

 Reynoldsburg
DEVELOPMENT

COLORS



Attachment: COR1593-CouncilPresentation-R1 (City Branding Recommendations)

LOGO CONCEPT BRAND APPLICATION



Attachment: COR1593-CouncilPresentation-R1 (City Branding Recommendations)



Reynoldsburg

OHIO • 1839

Sam Sample

Company Name

12345 Street

Anytown ST 12345

October 9, 2019

Firstname Lastname,

Em quidest nihil es aut et, omnimolorum apitaquae videssumque pro tem et hiciunt et et optas niae magnim cusci nonsequam verum quam, cum accptur alignatque mi, ut laboruptibus dia pro comnis anit laboresti aligendelia debittio. Et esto et ma volum quia quidicia ilitasin conse ist autem ime veria- tia dolor autem ea qui cone nus rem laboreem dipsae doles id quatur magnis sitat accatem nusciatur sitatistrum nimilic tet incti ni cusciun ducillestios ne omnis ad eos niendelis quia sed qui que sae reici- um exeria volo cus est verum as planita sincipiciis escias pro optam, sed estendent. Itature pellumque in repel inctemq uatus, sequia sae ilias eatur.

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Regards,

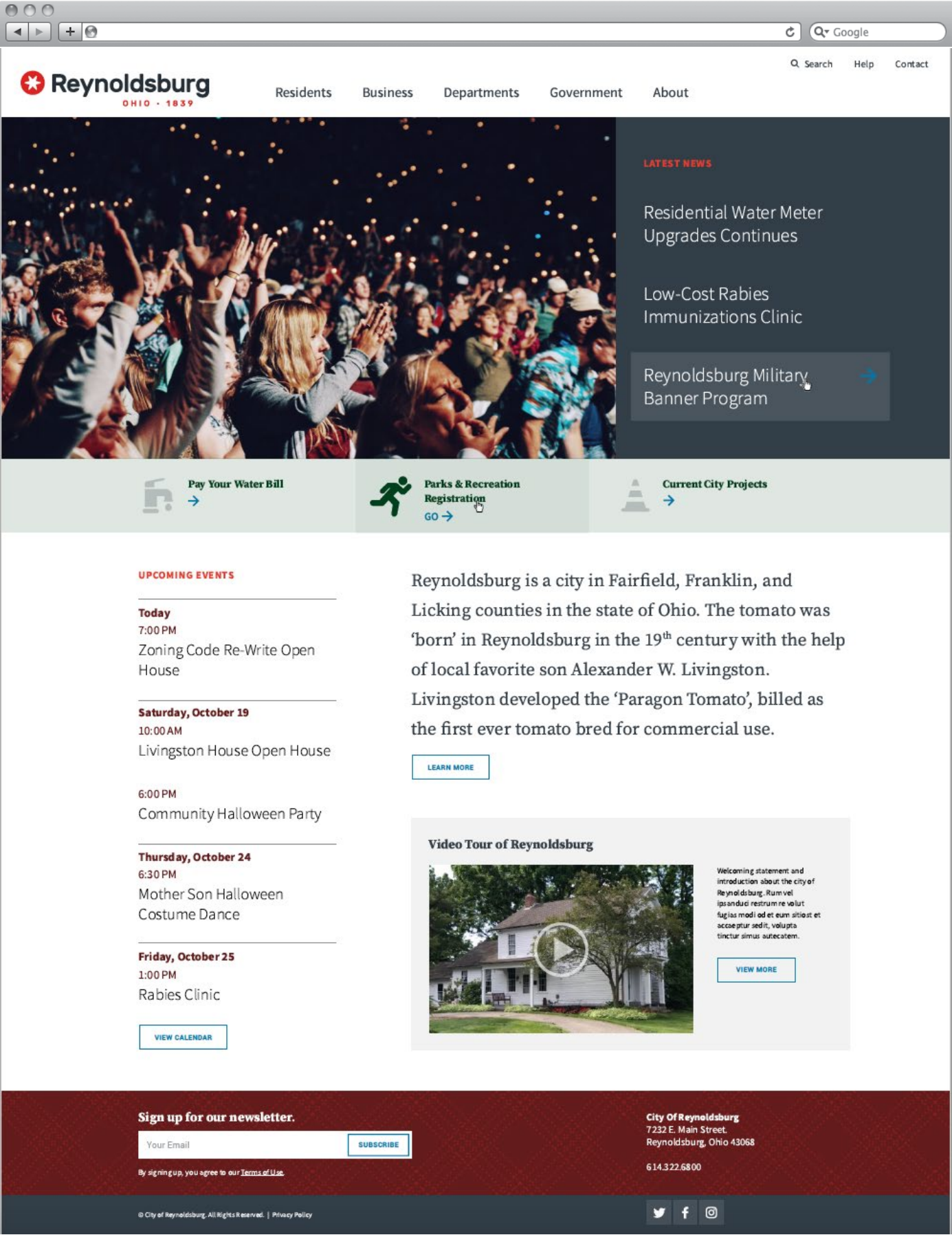
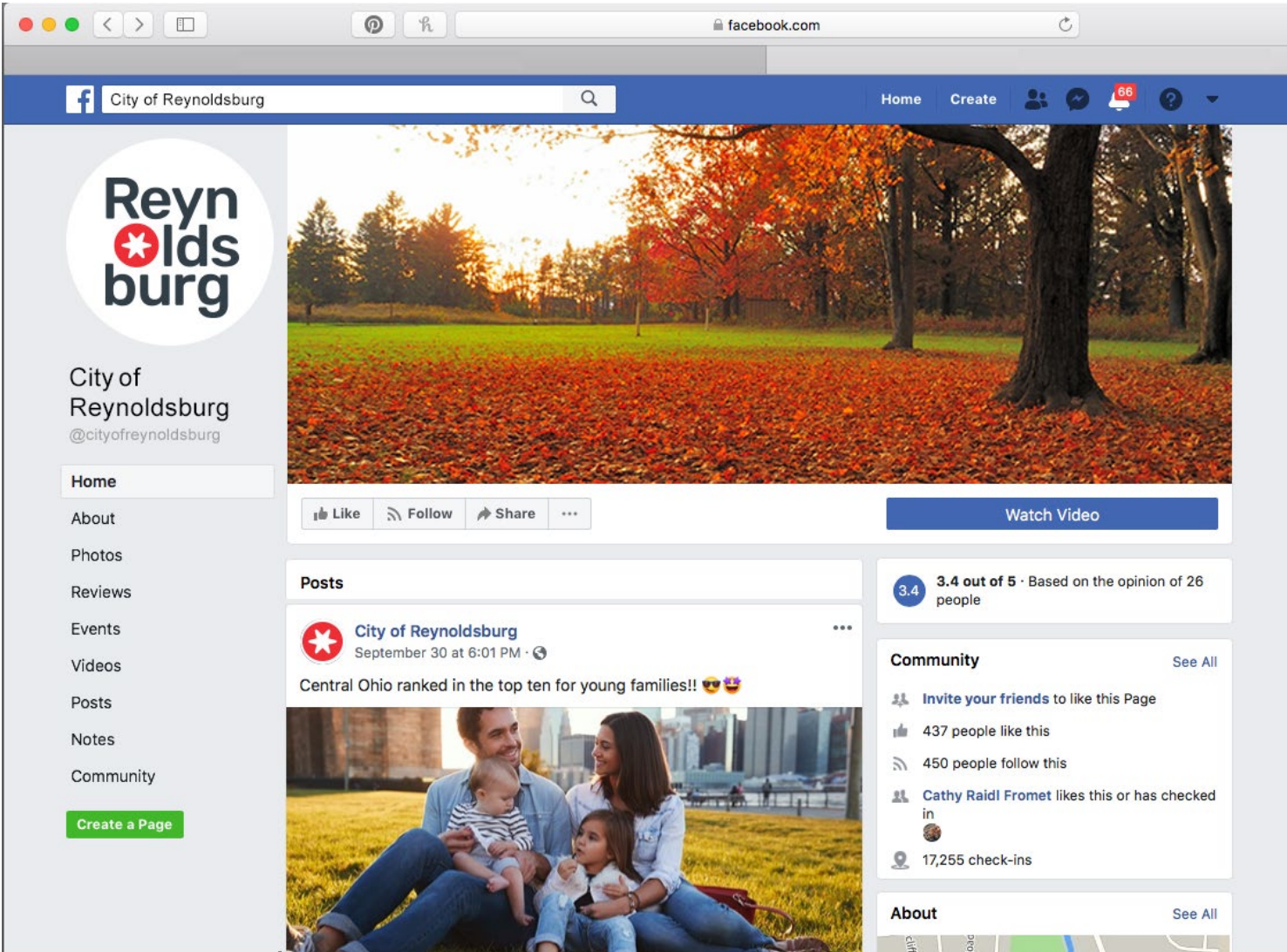
Firstname Lastname

Title

CITY OF REYNOLDSBURG

7232 East Main Street
Reynoldsburg, OH 43068

614-322-6831
www.ci.reynoldsburg.oh.us





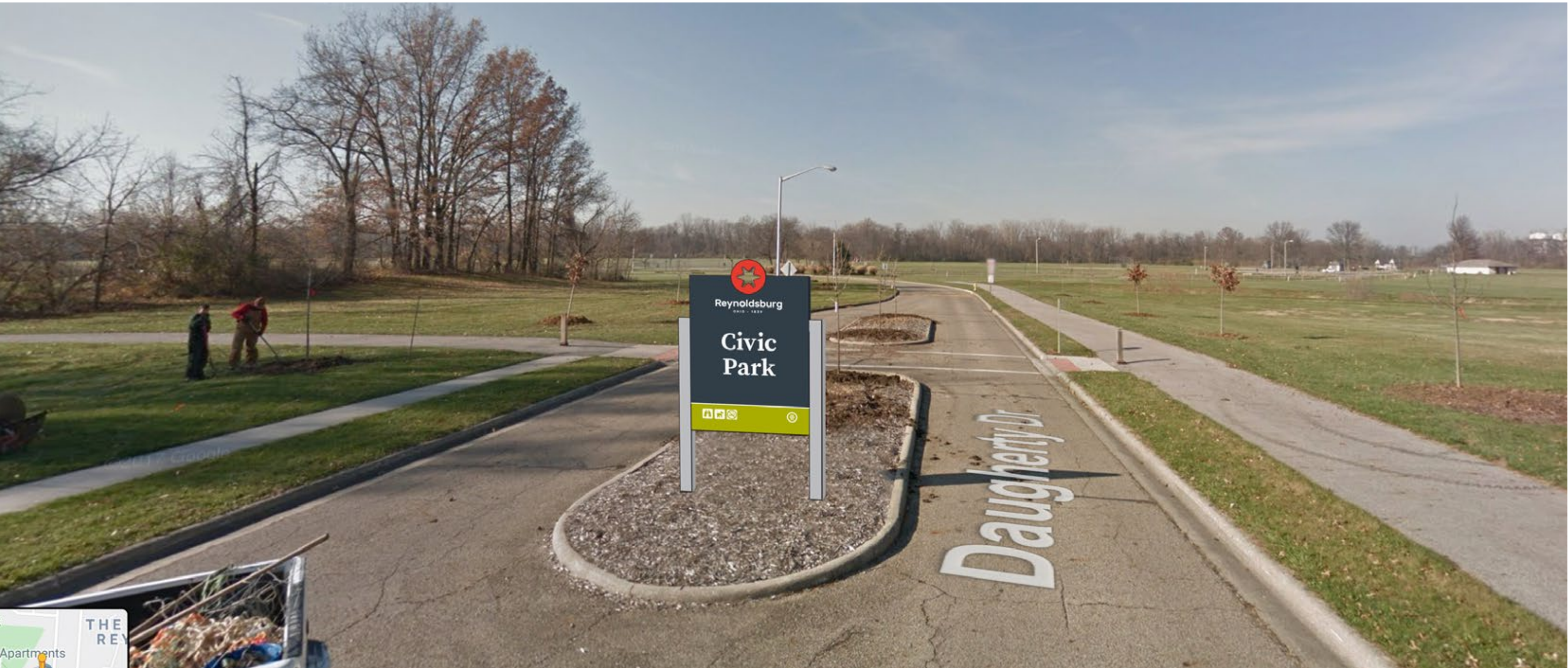


Attachment: COR1593-Council Presentation-R1 (City Branding Recommendations)



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Attachment: COR1593-CouncilPresentation-R1 (City Branding Recommendations)



Scale: 1/2"=1'

BANNER SERIES
BRAND RECOGNITION**BANNER SERIES**
SPECIAL MESSAGE



Thank You



Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: November 12, 2019****TO:****RE: Parks and Recreation Appropriation**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: Immediate preservation of the public peace, health, or safety- installation of a security system (multiple cameras) at Civic Park due to multiple break-ins and vandalism of the concession stand and pump house. Requesting passage on November 12, 2019.

AN ORDINANCE UNAPPROPRIATING \$7,500 FROM ACCOUNT 110.340.5259 (PARKS AND RECREATION - OPERATING MATERIALS & SUPPLIES); UNAPPROPRIATE \$7,500 FROM ACCOUNT 110.340.5395 (PARKS & RECREATION - PRINTING & ADVERTISING) AND APPROPRIATE \$15,000.00 TO ACCOUNT 110.340.5639 (PARKS & RECREATION - CAPITAL PURCHASES OTHER EQUIPMENT) AND DECLARING AN EMERGENCY.

AN ORDINANCE UNAPPROPRIATING FUNDS FROM ACCOUNTS IN THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Civic Park concession stand and pump house have had multiple break-ins and

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

vandalism during the past several months; and

WHEREAS, the Parks and Recreation Department request authorization to appropriate funding to purchase a security system for each of those facilities; and

WHEREAS, this Ordinance needs a one read approval in order to immediately install the security system in order to secure the facilities.

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

SECTION 1. That an amount of \$7,500.00 be unappropriated from account 110.340.5259 Operating Materials & Supplies and \$7,500.00 be unappropriated from account 110.340.5395 Printing and Advertising.

SECTION 2. That \$15,000.00 be appropriated to account 110.340.5639 Capital Purchases Other Equipment.

SECTION: 2 That this Ordinance is declared to be an immediate emergency measure necessary for the security of City of Reynoldsburg facilities; wherefore, upon adoption by Council this resolution shall be in effect immediately upon the signature of the Mayor.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: November 12, 2019****TO: Development, Parks and Recreation Committee****RE: Parks and Recreation Appropriation of Funds**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Requesting Council unappropriate \$26,187.00 from the unemcumbered general fund and appropriate into an account in the Parks and Recreation Department, 110.340.5339--Misc. Contract Services. Requesting passage as an emergency to pay for repair services.

The Parks and Recreation Department received payment of \$18,705 from the Kroger Company and \$7,482 from X F Construction for repairs to the Main Street irrigation system that has been damaged during the construction of the Kroger store on East Main Street.

**AN ORDINANCE APPROPRIATE FUNDS TO THE PARKS AND RECREATION
DEPARTMENT FOR REPAIRS SERVICES, AND DECLARING AN EMERGENCY**

WHEREAS, during the new Kroger store construction process, the City's Parks and Recreation irrigation system was damaged; and

WHEREAS, Kroger and XF Construction, the contractor, have agreed to pay for the repairs to the system in the amount of \$26,187.00; and

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

WHEREAS, the \$26,187.00 has been deposited into the City's General Fund and needs to be appropriated to the Park and Recreation Department fund in order to execute repairs; and

WHEREAS, to declare this Ordinance an emergency for the immediate preservation of the safety of the residents of the City of Reynoldsburg.

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

SECTION 1. That an amount of \$26,187.00 be appropriated from General Fund and appropriated to account 110.340.5339 Miscellaneous Contract Services.

SECTION: 2 That this resolution is declared to be an emergency measure necessary for the immediate preservation of the health and safety of the residents of the City of Reynoldsburg, and further that there is a submission deadline; wherefore, upon adoption by Council this resolution shall be in effect immediately upon the signature of the Mayor.

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

ORDINANCE REQUEST

DATE: **November 12, 2019**

TO: **Andrew Bowsher, Development Director**
Public Service and
Transportation Committee

RE: **Application to AEP for Electric Charging Stations for the Community**
Center

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Explanation of legislation and need: This legislation is needed to authorize the Mayor to apply for a 100% funding of the installation of AEP electric charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot. The pre-approval of the project was just received from AEP.

Statement of necessity for Emergency passage: An emergency to protect the safety and welfare for the citizens of Reynoldsburg in order to complete the project to coincide with the completion of the community center project.

This legislation is to fund a 100% covered grant program offered by AEP for electric charging stations. The City will receive 4 charging stations for use at the new community center and the Lancaster Avenue/East Main Street parking lot. The total cost of the project (\$183,336) could be reimbursed by AEP upon final approval by AEP of the installed project. The City has already received pre-approval from AEP. Wiring conduit has already been installed as part of our contractor's work. AEP will supply the power, at a direct cost to the consumer. All equipment

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

will be powered by the City. This ordinance also enters into contract EVUnited/Chargepoint for installation, and purchase of equipment. This company is the largest and most popular brand in the segment, and were insurmountable in helping us with our pre application process. AEP will be responsible for all maintenance and upkeep of the charging stations for the first four years. This project earns the City points toward MORPC's Green Sustainable Cities, which can identify the City as a green city to developers and corporations.

Unappropriate funds from the Capital Improvement Fund (CIP) to account

**AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF
PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC
VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO
SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH
AN AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE
FUNDS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg is working on becoming a green city and promoting environmentally friendly technologies and sustainable living; and

WHEREAS, typical gas combustion engines are inefficient and release pollution linked to respiratory disease and climate change; and

WHEREAS, electric cars require no gas, release no tailpipe emissions, and cost less money to drive and operate; and

WHEREAS, the 2018 Franklin County Energy Study fund that transportation accounts for over 40% of total energy used and more than 50% is wasted energy and sets a target of a countywide 10% electric vehicle adoption rate of 2030; and

WHEREAS, AEP offers a Commercial Electric Vehicle Charging Station Incentive Grant program that will cover 100% of the cost of the equipment, installation, and maintenance with the City being responsible for the upfront costs.

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

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

SECTION 1. That the Department of Public Service be and is hereby authorized and directed submit an application for the AEP commercial electric vehicle charging station incentive grant for \$183,336.00 for a total of three charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot to be installed by the AEP approved contractor EV United/Chargepoint.

SECTION 2. That \$50,000.00 be appropriated from the Capital Improvement Project Fund to account 410.000.0162.5602 - Land Improvements for the installation at the East Main Street/Lancaster Avenue Green Space/Parking Lot project with \$133,336.00 coming from the existing community center account 410.000.0162.5659. That upon reimbursement to the City of Reynoldsburg from AEP, all upfront funds spent will be returned to the CIP fund.

SECTION 3. That Council hereby waive the competitive bidding process as AEP requires the use of only select contractors and authorize the Mayor to sign a contract with EV United/Chargepoint.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the purchase in a timely manner in order for a complete the project by the end of 2019; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00213: City of Newark

Dear David Rhodes,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$97,857.00 has been reserved until 01/14/20 for Project ID#: AEP-EV-00213.

An AEP Ohio Customer Design Technician will facilitate a review of order number 105113969 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00213 City of Reynoldsburg (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00193: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$83,364.00 has been reserved until 12/19/19 for Project ID#: AEP-EV-00193.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104601599 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00193 City of Reynoldsburg (Electric Vehicle Charging Stations)

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "APIs" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 "ChargePoint Connections" shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 “ChargePoint®” means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 “ChargePoint Services” means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 “ChargePoint Application” means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 “Charging Station” means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 “Content” means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 “CPI Marks” means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 “CPI Property” means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 “Documentation” means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 “Effective Date” means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 “Intellectual Property Rights” means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 “Malicious Code” means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 “Party” means each of CPI and Subscriber.

2.16 “PII” means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 “Provisioning” means activating Charging Stations, warranties and Cloud Plans on ChargePoint

2.18 “Rights” means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Cloud Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "Token(s)" means the serialized proof of purchase of a Cloud Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Upon expiration of the original term, this Agreement will renew automatically for successive one-year terms at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber’s right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. All other Cloud Plans will commence on the date of activation of such Cloud Plans, but in no event more than one

year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties

resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim.

If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:

ChargePoint, Inc.

Name: _____

Name: Jonathan Kaplan

Title:

Title: General Counsel

Date: _____

Date: _____

Address:

Address:

254 E. Hacienda Ave
Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI will remit Net Session Fees to Subscriber, not less than quarterly, provided that the amount due to Subscriber hereunder is at least two hundred and fifty U.S. Dollars (\$250) (or, if Subscriber is located in Canada, two hundred and fifty Canadian dollars) or more. Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by ACH. In order to facilitate such payments, Subscriber agrees to provide to CPI, or its payment provider, Subscriber's bank information to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than ACH (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable taxes whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2

API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 ***“API Implementation”*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***“API Documentation”*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***“CPI Site Terms”*** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 "Rights Grantor" means Subscriber.

1.2 "Rights Grantee" means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.



Commercial Electric Vehicle (EV) Charging Station Incentive Program

Application Terms & Conditions and Final Payment Agreement

Attachment: EV Charging Station Incentive Program (Electric Vehicle Charging Stations)

July 20.



TERMS AND CONDITIONS

Definitions

- Confidential Information – non-public information that is disclosed by one party to the other party in connection with the EVSE project irrespective of the format in which the information is provided. “Confidential Information” does not include information which: (a) is, or subsequent to disclosure becomes, part of the public domain through no fault of the receiving party; (b) is lawfully disclosed to the receiving party by a third party which, to the knowledge of the receiving party, does not have a confidentiality obligation to the disclosing party; (c) was lawfully in the possession of the receiving party prior to disclosure by the disclosing party; or (d) is lawfully and independently developed by the receiving party without use of the Confidential Information disclosed by the disclosing party.
- EVSE – Electric vehicle supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- EVSE Package(s) – EVSE hardware, software, and network services approved for the EV Charging Station Incentive Program. Program includes both Level 2 and DC Fast Charging EVSE Packages.
- EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.
- EV Supply Infrastructure – Infrastructure from the meter, but not including the meter, to the EVSE, this may include an electrical panel, cable and conduit necessary to deliver power to the EVSE.
- Final Application – Application submitted with actual project costs and required documentation when project is completed
- Government-owned Property - Municipal, state, or federal government owned property or property for which the government has a property interest such as an easement or lease.
- Low Income – Census tracts in AEP Ohio’s service territory where 50% of households have income less than two times the federal poverty threshold as defined by 2011 – 2015 American Community Survey (ACS).
- Multi-Unit Dwelling - Apartments, condominiums or mixed residential locations with a minimum of five units.
- Operations and Maintenance (O&M): includes but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational.
- Port - The part of the charging station that connects to the

Electric Vehicle.

- Publicly Available - Facilities that are open and accessible to the public 24/7 where the host location is not a Workplace facility.
- Site Host – The entity participating in the EV Charging Station Incentive Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for AEP Ohio and will be responsible for paying for the energy delivered to the EVSE Package.
- Workplace – Office complex or other work venue where the overwhelming majority of EVSE users are likely to be employees or tenants of the Site Host.

Program and Project Eligibility

Incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the customer has chosen to purchase power. All participants are subject to the terms and conditions of the EV program approved by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al. (“PUCO-approved Program”) and any conflict between the terms and conditions in this document and the PUCO-approved Program will be resolved in favor of the PUCO-approved Program. A customer may neither apply for nor receive incentives for the same measure, equipment or service from more than one electric distribution utility.

Project requirements under the AEP Ohio EV Charging Incentive Program include the following:

- Projects must involve a new installation and be contained on the approved EVSE Package list.
- All equipment must be new.
- All installed equipment must meet program specifications and meet or exceed state, federal and local codes and requirements.
- All installed equipment must be separately measured by an AEP Ohio installed meter for the purposes of data collection.
- Equipment must be installed and operating prior to submitting Final Application for an incentive. The capital improvements must be purchased or leased for the life of the EVSE.
- AEP Ohio will issue incentive payments in the form of checks not utility bill credits.

Except as required by governmental or regulatory authorities, Confidential Information contained in any documents associated with this application will be protected from public filings. However, AEP Ohio may disclose the Confidential Information of the Site Host to the Public Utilities Commission of Ohio (“PUCO”) and AEP Ohio’s independent evaluators for further review and approval.



TERMS AND CONDITIONS

Incentive Payment Limits

Incentive levels are provided in the individual program applications for the AEP Ohio EV Charging Station Incentive Programs. All incentives are paid as a one-time incentive.

Level 2 EVSE Packages have a maximum incentive of \$50,000 or the following per Port and per project cost caps. Incentives are limited to 6 Ports per Site Host and associated affiliates and will be the lesser of the cost profiled below.

LEVEL 2 CHARGING STATION INCENTIVES			
Installation Category	Per Port Cap	Project Cost Cap	Maximum Rebate
Publicly Available (Government owned Property)	\$10,000	100%	\$50,000
Publicly Available (Non-Government owned Property)	\$10,000	80%	\$50,000
Workplace	\$5,000	50%	\$30,000
Multi-Unit Dwelling	\$7,500	75%	\$45,000
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category

DC Fast Charging EVSE Packages have a maximum incentive of \$150,000 or the following per EVSE and per Project Cost caps. Incentives are limited to 2 stations per Site Host and associated affiliates and will be the lesser of the cost profiled below.

DC FAST CHARGING STATION INCENTIVES			
Installation Category	Per EVSE Cap	Project Cost Cap	Maximum Rebate
Publicly Available (Government owned Property)	\$100,000	100%	\$150,000
Publicly Available (Non-Government owned Property)	\$50,000	80%	\$100,000
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category

EV Drivers Right to Access

Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Charging Station Incentive Program, Site Host decides whether to make the EVSE available to the general public.

CUSTOM PRICING INFORMATION

Site Host can determine any pricing required of EV drivers to charge their vehicle, however the Site Host is required to submit to AEP Ohio the prices and fees it will implement at its location and any communication of pricing and fees.

Duty to Notify

Site Host has a duty to promptly notify AEP Ohio when Site Host becomes aware of any unsafe, inoperable or damaged equipment including equipment defaced or otherwise marked by graffiti. In addition, Site Host shall promptly report all claims and/or incidents to AEP Ohio or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

Accessibility Requirements

The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and Ohio Building Standards. Site Hosts are responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

EVSE Operation and Maintenance

The Site Host is required to maintain the EVSE for the full 4 years from the operational date of the EVSE. Site Host will pay all Operations and Maintenance costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of AEP Ohio for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and will promptly notify AEP Ohio of any



TERMS AND CONDITIONS

problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Uninterrupted service is not guaranteed, and AEP Ohio may interrupt service when necessary to ensure safety or to perform maintenance. AEP Ohio will use reasonable efforts to notify Site Host in advance of interruptions to service.

EVSE Co-Branding

Site hosts will be allowed co-branding opportunities on incentivized EVSE Packages. Each EVSE will be required to display the AEP Ohio logo. AEP Ohio will work with Site Hosts to ensure consistency with brand guidelines to ensure parties are represented. AEP Ohio reserves the right to remove logo subject to our discretion at any time, for any reason.

Application Review Process

Applications are not a guarantee of program acceptance and incentive payment. AEP Ohio will review applications for eligibility and completeness. Completed applications will be reviewed in the order received. Funds are reserved for the project when AEP Ohio receives a complete application and determines that the project meets the program eligibility requirements. Applicants who submit incomplete applications will be notified of deficiencies upon review of the application and may lose their place in the review process until all requested information is received. Applications must be completed and all information received to begin processing.

Applicants are encouraged to call or contact the program team at 1-833-644-6382 (833-OHIOEVC) or OhioEVCharging@aep.com with any questions about documentation requirements.

Pre-Approval Application

All EV Charging Station Incentive Program projects require pre-approval. It is always a best practice to contact the program team if assistance is needed preparing a pre-approval application for submittal.

A pre-approval application is not a guarantee of an incentive; the actual incentive will be based on eligible project costs as determined in the Final Application. Funds are reserved for 90 days, unless an applicant is granted an extension. The program team reserves the right to contact the customer before the reservation expiration date to ensure that the project is moving forward. If the project is not underway, the reservation may be cancelled.

Electric Vehicle Service Equipment Package

Upon pre-approval of application by AEP Ohio, Site Host shall select and procure one EVSE Package from the AEP Ohio approved list of qualified vendors accessed through the EV

Charging Station Incentive Program website. In all cases AEP Ohio is responsible for the EV Service Connection. Site Hosts are responsible for coordinating and installing the EV Supply Infrastructure at the site. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by AEP Ohio. Site Host acknowledges that AEP Ohio makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that AEP Ohio has no liability whatsoever concerning the quality and safety of such products.

Final Application

The Final Application for projects should be submitted within 60 days after project completion. A signed application with supporting project documentation verifying project installation and capital improvements must be submitted to AEP Ohio prior to application approval. Project documentation, such as (but not limited to) copies of dated invoices for the purchase and installation of the EVSE Package, equipment specification sheets, complete application and W-9 forms (LLC, individual, partnership, property management companies), is required. The location or business name on the invoice must be consistent with the application information. Requested information such as proof of project completion could include equipment purchase dates, installation dates, proof that equipment is operational, manufacturer specifications, warranty information, photo invoices and proof of owner co-payment.

AEP Ohio reserves the right to request additional supporting documentation as deemed necessary to ensure program eligibility.

Inspections

The AEP Ohio EV Charging Incentive Program reserves the right to have its representatives inspect all projects to verify compliance with the program rules and the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, verification of installed equipment, metering, data collection, interviews and utility bill data analyses or monitoring data analysis. Site Hosts are required to allow access to project documents and the facility where the EVSE Packages are installed for a period of four years after receipt of incentive payment from AEP Ohio. In the event an EVSE installation is turned over to a new account holder/owner before AEP Ohio has officially verified incentivized equipment, Site Host shall include in the agreement transferring control of the EVSE installation AEP Ohio's right to verify incentivized equipment and AEP Ohio's right to do so under new ownership. The Site Host understands and agrees that program installations may also be subject to inspections by the PUCO, its designee or AEP's independent evaluators, and photographs of installation may be required.



TERMS AND CONDITIONS

Tax Liability

Incentives are taxable and, if more than \$600, will be reported to the IRS unless the Site Host is exempt. AEP Ohio is not responsible for any taxes that may be imposed on Site Host as a result of its receipt of payment. A W-9 for LLC, individual, partnership and property management companies must be provided with all applications.

Disclaimer

AEP Ohio does not guarantee the performance of operation of the EVSE Package and expressly disclaims all warranties, whether expressed or implied, including without limitation all warranties of merchantability and of fitness for a particular purpose. AEP Ohio has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Packages. AEP Ohio is not responsible for the proper disposal/recycling of any waste generated as a result of this project. AEP Ohio is not liable for any damage caused by the operation or malfunction of the installed equipment.

Permission to Use Data

Site Host grants AEP Ohio, its agents and representatives the unrestricted right to access and use all data gathered as part of the EV Charging Station Incentive Program for AEP Ohio, its agents and representative, use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations

Site Host understands that its participation in EV Charging Station Incentive Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, AEP Ohio, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant the easement, or (ii) it is the authorized manager of the proposed EV Charging Station Incentive Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Charging Station Incentive Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the easement.

Changes

AEP Ohio may initiate changes to the EV Charging Station Incentive Program as necessary to comply with PUCO directives. AEP Ohio shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the EV Charging Station Incentive Program subject to the conditions outlined in the section Site Host Removal or Termination.

Compliance with Laws

All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Charging Station Incentive Program and/or Site Host's interactions with customers in connection with the EV Charging Station Incentive Program.

Failure to Comply with Terms and Conditions

Without limitation, and to the greatest extent allowed by law, AEP Ohio reserves the right to seek damages and recovery for losses incurred due to any breach of the EV Charging Station Incentive Program terms and conditions on the part of Site Host, whether intentional or unintentional.

Relocations

Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Charging Station Incentive Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by AEP Ohio, Site Host shall include the legal description of the new location.

AEP Ohio Termination or Suspension

AEP Ohio may terminate, or for any duration suspend, Site Host's participation in the EV Charging Station Incentive Program, or operation of EVSE, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Charging Station Incentive Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Charging Station Incentive Program or AEP Ohio's ratepayers.

Site Host Removal or Termination

Should Site Host request removal of the EVSE or terminate its participation in the EV Charging Station Incentive Program prior to four (4) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such



TERMS AND CONDITIONS

removal as well as actual costs, as circumstances may dictate, for losses incurred by AEP Ohio on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Indemnification

Non-governmental Site Hosts shall indemnify, hold harmless and defend AEP Ohio, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of AEP Ohio or Site Host; (ii) injury to property or other interests of AEP Ohio, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of AEP Ohio, its officers, managers, or employees. Site Host shall, on AEP Ohio's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to AEP Ohio. Site Host shall pay all costs and expenses that may be incurred by AEP Ohio in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each party was represented by counsel in the negotiation and execution of this Agreement. AEP Ohio represents and warrants that it has indemnification language in its contract with any third party who AEP Ohio may send to perform work on Site Host's physical site. AEP Ohio agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site. Owner retains the right to bring a claim against a governmental entity, in accordance with the appropriate statutory remedy for resolving such claims, for claims arising out of the negligent acts or omissions of the governmental entity.

Insurance Requirements

Site Host shall procure, carry and maintain the following insurance coverage:

A. Personal or Commercial General Liability

1. The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By endorsement add AEP Ohio, its directors, officers, agents and employees as additional

insureds with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and non-contributory to any insurance or self-insurance maintained by AEP Ohio.

B. Additional Insurance Provisions

1. Before commencing performance of work under this Agreement, Site Host shall furnish AEP Ohio with certificates of insurance and endorsements of all required insurance for Site Host.
2. AEP Ohio may inspect the original policies at any time.
3. Upon request, Site Host shall furnish AEP Ohio evidence of insurance for Site Host's agents or contractors.

Casualty

If all or any portion of the EVSE or the Site Host's property are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "Casualty"), Site Host shall have the right to terminate the Agreement by written notice to AEP Ohio in which event the Agreement shall terminate on the date that is 10 days after the receipt of termination notice by AEP Ohio. In the event of any Casualty which materially and adversely affects the operation of the EVSE, AEP Ohio shall have the right to terminate the Agreement by written notice to Site Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of AEP Ohio's termination notice and AEP Ohio may elect to remove or replace the EVSE from the Site Host's property.

Dispute Resolution

After attempting in good faith to resolve a dispute, a party may request voluntary mediation by written notice to the other party. If the other party agrees to participate in the mediation, the mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations in accordance with Ohio Evid. R. 408, which is incorporated herein by reference.

No Partnership

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render AEP Ohio and Site Host liable as partners, co-venturers or principals.

Enforceability

If any of the provisions, or application of any of the provisions, of this Agreement are held to be illegal or invalid



TERMS AND CONDITIONS

by a court of competent jurisdiction or arbitrator/mediator, AEP Ohio and Site Host shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

The laws of the State of Ohio shall govern the Agreement. The parties agree that all actions and proceedings brought by one party against the other party shall be litigated in courts located in the Franklin County, Ohio. The parties agree that such courts are convenient forums and they irrevocably submits to the personal jurisdiction of such courts. Each party waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notices under the Agreement.

Integration

This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

Survival

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Force Majeure

Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party ("Force Majeure Event"), provided that the delayed or defaulting party immediately notifies the other party of the Force Majeure Event, an estimate of the duration of the Force Majeure Event, and the delaying or defaulting

party's plan to mitigate the effects of the delay or default.

Affiliated Companies

Any indemnification of AEP Ohio and any limitation of AEP Ohio's liability shall to the same extent apply to AEP Ohio's directors, officers, employees, agents and affiliated companies (including any joint ventures of which AEP Ohio or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof. The affiliated companies of the American Electric Power System are severally and not jointly liable for obligations arising hereunder.

Electronic Signatures

Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Notices

Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice. Notices given to AEP Ohio shall be addressed to:

AEP Ohio EV Charging Station Incentive Program
700 Morrison Road
Gahanna, Ohio 43230



FINAL PAYMENT AGREEMENT

I understand that the Final Application and all required documentation must be received by the AEP Ohio EV Charging Station Incentive Program within 60 days of project completion (the "Final Application Deadline"). Applications received more than 60 days after installation may render this application ineligible, unless an extension has been granted in writing. All equipment must be purchased, installed and fully operational prior to submitting the Final Application.

I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination of incentive levels for this project.

I understand that this project must involve an approved EVSE Package.

I understand that once the project is complete, I will resend (for any application that was originally submitted as a Pre-approval application) the Final Application with any as-built changes along with the signed Final Payment Agreement. As an eligible AEP Ohio account holder, I certify that decisions to acquire and install the indicated EVSE Packages, which will be demonstrated with supporting documentation required by AEP Ohio, were made after pre-approval was received, and that work was completed on this project on or before the Final Application Deadline.

I understand that the location and business name on the project documentation must be consistent with the application information. Project documentation, and details of EVSE Package installation are included. Documentation indicating project completion dates prior to the eligibility date, may render this application ineligible. I understand that all submissions become the property of AEP Ohio. (It is recommended to keep a copy of the application for your records.)

I agree that if: (1) I do not install the related EVSE Package(s) identified in my application or (2) I remove the related EVSE Package(s) identified in my application before a period of four (4) years then I shall refund a prorated amount of incentive funds to AEP Ohio based on the actual period of time for which the related EVSE Package(s) were installed and operating (or the full amount, if the EVSE Package was never installed). I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination on incentive payments for this project.

I agree to be responsible to comply with any applicable codes or ordinances. I understand it is my responsibility to be aware of any applicable codes or ordinances. I agree to verification by the utility or its representatives of sales transactions, equipment installation and performance testing.

I understand that these incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the Site Host has chosen to purchase power.

I understand that AEP Ohio reserves the right to refuse payment and participation if the Site Host or contractor violates program rules and requirements. AEP Ohio is not liable for incentives promised to Site Hosts as a result of misrepresentation of the program.

I understand that AEP Ohio does not guarantee and does not make any warranties associated with the EVSE Package(s) eligible for incentives under this program. Furthermore, AEP Ohio has no obligations regarding promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Package and does not endorse or guarantee same.

I understand that in the event the application receives pre-approval and funds are reserved based upon the application, such pre-approval or reservation, including the specific dollar amount of reservation, does not represent a guarantee that such funds will be paid. Payment of incentives will be based upon the final review of the application and program terms and conditions, as well as the availability of funds.

I understand that the program has a limited budget. Applications will be processed until allocated funds are reserved or spent.

I certify that the information on this application is true and correct and that the taxpayer ID number, tax status and W-9 are the applicant's. I understand that incentives exceeding \$600 will be reported to the IRS, unless the payee is exempt.

I understand that the program may be modified or terminated at any time without prior notice.

I understand and agree that all other terms and conditions as specified in the application, including all attachments and exhibits attached to this application, will serve as a contract for the Site Host's commitment to AEP Ohio and shall apply.



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00193: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$85,479.00 has been reserved until 12/19/19 for Project ID#: AEP-EV-00193.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104601599 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00193 City of Reynoldsburg (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00213: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$97,857.00 has been reserved until 01/14/20 for Project ID#: AEP-EV-00213.

An AEP Ohio Customer Design Technician will facilitate a review of order number 105113969 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00213 City of Reynoldsburg (Electric Vehicle Charging Stations)

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

DATE: November 12, 2019

TO: Finance and Administration Committee

RE: Human Resources Appropriation

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: Financial needs of the City's government - having enough funds to pay for the unexpected expenses of medical exams and increased safety supplies.

AN ORDINANCE UNAPPROPRIATING \$6,000 FROM ACCOUNT 110.582.5104 (HUMAN RESOURCES - WAGES PART-TIME) AND APPROPRIATE \$5,000.00 TO ACCOUNT 110.582.5336 (HUMAN RESOURCES - MEDICAL SERVICES/PHYSICAL EXAMS) AND \$1,000 TO 110.582.5208 (HUMAN RESOURCES - OSHA SUPPLIES), AND DECLARING AN EMERGENCY.

An Ordinance Unappropriating Funds from an Account in the Human Resources Department and Appropriating Funds to Other Accounts in the Human Resources Department, and Declaring an Emergency

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

SECTION 1. That the below amounts be unappropriated from account 110.582.5104 Human

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

Resources - Wages Part-Time totaling \$6,000.00 and appropriate to the following accounts:

110.582.5336	Medical Services/Physical Exams	\$5000.00
110.582.5208	OSHA Supplies	\$1000.00

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to have enough funds in the OHSA Supplies account to finish out 2019; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Passed 12th day of November, 2019.

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: November 12, 2019****TO: Public Safety, Law and Courts Committee****RE: Fixed Asset Removal**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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PD pieces of equipment are beyond repair and no longer operational.

Council is requesting release of the digital recording mixer

Service Department is requesting the release of an HP Designjet 1770 Plotter Printer

#Item		Date Purchased	Cost
1929	1 Precor C956i Treadmill Reconditioned	07/15/14	\$2,795.00
1930	1 Precor C956i Reconditioned Treadmill	07/15/14	\$2,795.00
Council	Pre Sonus Studiolive Digital Recording Mixer 1/1/1998		\$1,800.00
Service	HP Designjet 1770 Plotter Printer	12/28/2010	\$2,510.98

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST**

Police Department

David Plesich

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6947 Phone

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

From the Police Department

Tag #	Item
1929	Precor C956i Treadmill Reconditioned
1930	Precor C956i Treadmill Reconditioned

From Council

588	PreSonus Studiolive Digital Performance & Recording Mixer
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From the Engineer Department

2493	HP Designjet 1770 with hard disk
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SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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

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

DATE: November 12, 2019

TO: Public Safety, Law and Courts Committee

RE: Phase 3 Animals & Fowl Cruelty to Animals

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
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This legislation is the third phase of the update to the Animals & Fowl, Chapter 505, in the City of Reynoldsburg Code of Ordinances. This legislation addresses language regarding cruelty to animals.

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Sections 505.11 and 505.15 be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Chapter 505 ANIMALS AND FOWL, Section 505.13 be hereby repealed as attached as Exhibit A.

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

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING OR INJURING ANIMALS.

(a) No person shall maliciously or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal, **unless such act is to protect the public or themselves from serious injury from a dangerous animal.**

~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, **game warden, park ranger,** or animal control officer protecting the public or themselves from serious injury from a dangerous animal.

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; ~~CRUELTY TO COMPANION ANIMALS.~~

(a) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it with a sufficient quantity of good wholesome food and water during the confinement;

(2) Commit an act of cruelty against an animal.

(2) (3) Impound or confine an animal without affording it access to shelter from wind, rain, snow, heat, cold, or excessive direct sunlight during the confinement, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, "shelter" means an man made enclosure or windbreak;

(3) (4) Carry or convey an animal in a cruel or inhumane manner;

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

(a) (5) Whoever violates this section is guilty of a misdemeanor of the first degree.

(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

- ~~—— A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~
- ~~—— B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~
- ~~—— C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~
- ~~—— D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~
- ~~—— E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~
- ~~—— F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the “Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~
- ~~—— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~
- ~~—— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~
- ~~—— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~
- ~~—— J. “Serious physical harm.” Means any of the following:~~
- ~~—— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~
 - ~~—— 2. Physical harm that involves either partial or total permanent incapacity;~~
 - ~~—— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~
 - ~~—— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~—(6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~—A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~—B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~—C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~—(7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~—A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~—B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~—C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~—E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~—(8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane~~

~~society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

~~(ORC 959.99(D)) (Ord. 76-96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: **November 12, 2019**

TO: **Public Service and Transportation Committee**

RE: **Agreement with Franklin Soil & Water for 2020**

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak
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This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2020.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2020 and expires on December 31, 2020. 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.
- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

- 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 FOR 2020, 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 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.

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



Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

2020 Intergovernmental Working Agreement with City of Reynoldsburg

This working agreement covers a reporting period starting January 1, ~~2019-2020~~ and expires on December 31, 20~~20~~¹⁹. 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.

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1) Staff will provide watershed coordination assistance including:

- 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 in the City of Reynoldsburg and enhance their positive contributions.
- Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- Assist with promoting Community Backyards and Rain Garden Cost Share including a display at the tomato festival.
- Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- Process Water Quality Partner Pledges and provide information to the City of Reynoldsburg.



Reynoldsburg Agreement January 1, ~~2019-2020~~ – December 31, 20~~20~~¹⁹

Page 1

- Provide assistance to residents as requested and appropriate.
- Assist with compiling the Annual Report to Ohio EPA for 2019~~98~~. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.
- Provide an overview of permit requirements and assist with guidance with updating stormwater management plan as needed. an abbreviated audit of current operations.
- As resources allow also review stormwater utility for opportunities and develop stormwater messaging for stormdrains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:

Public Education and Outreach; Public Participation and Involvement

- 1) Provide newsletter articles and social media text to Keith Kundtz and Reynoldsburg Service Director ~~Bill Sampson~~. Send conservation newsletters (print and email) to interested residents.
- 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. Franklin Soil and Water will provide program information, pledge form, draft press release and text for promoting the program and window clings for the City to use.
- 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.
- 4) ~~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 a \$50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to 30 reimbursements will be available to residents. This program will be promoted at one community workshop. Also promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses.~~
- 6) ~~Also 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.

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Minimum Control Measure No. 3:**Illicit Discharge Detection and Elimination**

~~Provide assistance in reassessing sites with missing information for HSTS systems that had inconsistent findings during field review in 2018.~~

Minimum Control Measure No. 6:**Good Housekeeping**

Provide a Good Housekeeping Workshop to the City staff.

Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$19,000. 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.



Reynoldsburg Agreement January 1, ~~2019-2020~~ – December 31, ~~2019~~2020

Page 3

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Signature	Title	Date
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CITY OF REYNOLDSBURG

Signature	Title	Date
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Attachment: Reynoldsburg_Working_Agreement_2020 (Agreement with Franklin Soil & Water for 2020)



Attachment

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 in Reynoldsburg.	\$8,200
Stormwater Program Management Assistance	Under watershed coordinator duties provide assistance in complying with Ohio EPA permit and submitting Annual Report	\$2,500
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	\$300
Student Programming Contacts	Stormwater education programming provided to 713 students.	\$3,150
Water Quality Partnership	Provide program materials to Reynoldsburg and support to business completing pledges.	\$350
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	\$1,200
Community Backyards	Promote community backyards program within the City of Reynoldsburg, through website, press release, and social media. Up to 2130 rebates and two \$250.00 rain garden cost shares will be made available. One workshop will also be organized and advertised in partnership with the City. (\$1,500 for rebates (\$750 left over from 2019), \$500 for rain garden cost share, \$600 for workshop and \$1200 for program administration)	\$3,600
Gardening for Clean Water Rain Garden Support	Support for rain garden promotion and maintenance. \$500 for rain garden cost share included from 2019.	\$500
MCM 6		

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Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City of Reynoldsburg staff.	\$ <u>400.00</u>
TOTAL		\$19, 000 <u>000</u>

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: November 12, 2019

TO: Stephen Cicak, City Auditor Finance and Administration
Committee

RE: Amend water rate schedule to a 4% increase to all water users, 1%
over Columbus

Approval:

Pending Brad McCloud	Pending Jed Hood	Pending Stephen Cicak
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City of Columbus is Charging us a 3% increase water rates in 2020. We will be increasing our water rates 1% higher than Columbus to allow for inflation and cost of living increases from 2019 for the City of Reynoldsburg.

I am requesting an ordinance authorizing the Mayor to amend the City's Water Rate Schedule (953.01)(a) to increase 2020 water rate from \$8.04 per 1,000 gallons to \$8.36 per 1,000 gallons. It is a 4% percent increase from 2019.

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~eight dollars and four cents (\$8.04) per thousand gallons effective January 1, 2019.~~ EIGHT DOLLARS AND THIRTY SIX CENTS (\$8.36) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2020.

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

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

SECTION 1. That Section 953.01(a) Water Rate Schedule of Chapter 953 Water Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~seven dollars and eighty one cents (\$8.04) per thousand gallons effective January 1, 2019~~ eight dollars and four cents (\$8.36) per 1000 gallons shall be effective January 1, 2020.

SECTION 2. That existing Section 953.01(a) of Chapter 953 Water Charges be and is hereby repealed and replaced.

SECTION 3. That upon adoption by Council this ordinance shall be in effect January 1, 2020 following signature by the Mayor.

WATER COLUMBUS RATE	WATER USAGE											2012	2013	2014	2015	2016	2017	2018	2019	2020 EST	2021 EST	2022 EST	2023 EST
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011												
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actual	Actual	Actual	Projection	EST	EST	EST	EST
POPULATION (LOW GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	131	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	45	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0	0	0
LOW GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,095,582,854	1,081,795,748	1,152,826,950	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION (HIGH GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	-184	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-63	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0	0	0
HIGH GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,095,582,854	1,081,795,748	1,152,826,950	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION INCREASE	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158	37,158
NEW NET RESIDENTIAL ACCOUNTS	-127	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0	0	0
COMPOSITE WATER USAGE	-44	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0	0	0
90% OF USAGE IS BILLABLE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,205,704	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,095,582,854	1,081,795,748	1,152,826,950	1,152,826,950	1,152,826,950	1,152,826,950
Gallons per day per pop	92.19	95.54	91.98	98.10	105.83	103.61	100.17	90.20	90.23	96.00	96.80	96.93	90.44	88.89	83.58	81.57	77.44	80.78	79.76	85.00	85.00	85.00	85.00
Percentage Usage received	89%	88%	85%	82%	80%	78%	75%	79%	76%	69%	69%	69%	70%	72%	71%	77%	77%	76%	74%	75%	75%	75%	75%

Water Fund

Water Fund

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 EST	2021 EST	2022 EST	2023 EST
REVENUES																							
SERVICE CHARGES	2,352,242	2,562,378	2,489,968	2,543,000	2,909,210	3,045,055	3,294,953	3,978,340	4,136,754	4,452,982	4,914,612	5,361,149	5,426,893	5,535,225	5,391,111	6,155,472	6,063,979	6,487,946	6,430,821	7,225,528	7,514,549	7,815,131	8,127,736
CIP FEE													329,220	766,830	740,128	789,716	777,494	774,977	766,407	864,620	864,620	864,620	864,620
CAPACITY FEE	815,385	805,316	608,181	342,944	612,933	222,380	223,238	232,562	8,745	38,470	32,060	51,878	27,400	73,990	79,276	14,599	29,726	68,379	20,000	20,000	20,000	20,000	20,000
OTH SOURCES (BONDS)	374,850	0	991,738	0	0	0	1,800,000	862,223	842,538	379,010	117,282	1,002,474	97,262	63,119	63,119	63,119	1,563,119	63,119	63,119	63,119	63,119	63,119	63,119
TOTAL SYSTEM REV.	3,542,477	3,367,694	4,089,887	2,885,944	3,522,143	3,267,435	5,318,191	5,073,125	4,988,037	4,870,462	5,063,954	6,415,501	5,880,775	6,439,164	6,273,634	7,022,906	8,434,318	7,394,421	7,280,347	8,173,267	8,462,288	8,762,870	9,075,475
EXPENSES																							
COLUMBUS CONTRACT	1,649,659	1,854,482	1,848,548	2,079,729	1,743,268	3,165,462	2,745,078	2,994,347	3,312,973	3,706,367	4,254,971	4,371,469	4,446,762	4,434,232	4,293,718	4,429,778	4,335,100	4,549,260	4,593,797	5,014,866	5,165,312	5,320,271	5,479,879
O & M	606,097	594,665	620,891	644,228	606,172	616,111	611,195	593,869	701,403	694,357	651,064	568,293	773,929	637,105	638,853	761,198	697,941	830,147	1,181,335	1,228,588	1,277,732	1,328,841	1,381,995
TRANSFER TO GEN FUND	75,000	75,000	75,000	106,748	106,748	106,748	106,748	106,748	106,748	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577
CIP/ OTHER TRANSF			167,489		821,688	159,960	1,502,690	218,428	745,891	224,226	94,352	808,623	99,763	353,836	892,756	392,899	937,116	1,395,392	1,300,330	695,212	698,489	695,212	718,213
DEBT SERVICE	644,029	261,905	1,254,842	345,624	347,063	343,561	416,129	1,397,435	346,659	453,112	412,781	443,750	480,786	340,274	316,396	315,872	382,553	365,757	367,758	369,594	365,229	255,110	256,720
TOTAL EXP	2,974,986	2,786,052	3,966,770	3,176,329	3,624,939	4,391,841	5,381,840	5,310,827	5,213,674	5,206,639	5,541,745	6,320,712	5,929,817	5,894,024	6,270,300	6,028,324	6,481,287	7,269,133	7,571,796	7,436,837	7,636,339	7,728,011	7,965,384
NET OP. INCOME	567,491	581,642	123,117	-290,385	-102,796	-1,124,406	-63,649	-237,702	-225,638	-336,177	-477,791	94,789	-49,042	545,140	3,334	994,582	1,953,031	125,288	-291,449	736,429	825,949	1,034,858	1,110,091
FUND BAL / TOT EXP	0.91	1.18	0.86	0.98	0.83	0.43	0.34	0.30	0.26	0.20	0.10	0.10	0.10	0.19	0.18	0.36	0.63	0.58	0.52	0.63	0.72	0.84	0.96
FUND BALANCE	2,710,042	3,291,684	3,414,801	3,124,416	3,021,620	1,897,214	1,833,565	1,595,863	1,370,225	1,034,048	556,257	651,046	602,004	1,147,144	1,150,478	2,145,060	4,098,091	4,223,379	3,931,930	4,668,359	5,494,308	6,529,166	7,639,257

Columbus Rate	1.59	1.59	1.67	1.82	1.95	2.04	2.24	2.61	2.84	3.08	3.31	3.57	3.72	3.72	3.83	3.98	4.10	4.14	4.22	4.35	4.48	4.61	4.75
% Increase	10.42%	0.00%	5.03%	8.98%	7.25%	4.50%	10.00%	16.50%	8.50%	8.50%	7.50%	8.00%	4.00%	0.00%	3.00%	4.00%	3.00%	1.00%	2.00%	3.00%	3.00%	3.00%	3.00%
Reynoldsburg Rate	2.45	2.55	2.65	2.65	2.87	3.13	3.57	4.28	4.64	5.13	5.59	6.12	6.49	6.49	6.81	7.22	7.51	7.81	8.04	8.36	8.69	9.04	9.40
% Increase	19.51%	4.08%	3.92%	0.00%	8.30%	9.00%	14.00%	20.01%	8.50%	10.50%	9.00%	9.50%	5.97%	0.00%	5.00%	6.00%	4.00%	4.00%	2.85%	4.00%	4.00%	4.00%	4.00%

CIP COSTS-WATER

2012	2013
804,927.00 Phase I Huber	98,099.53 Huber Water Line
Phase II Huber	1,663.24 Summit Rd
Hydraulic Water Model	0.00 Misc bal in CIP fee collected
3,696.00 Summit	99,762.77
808,623.00	
2014	2015
18,081.00 Misc Water projects	25,572.00 Misc Water projects
10,442.00 Brice Rd	212,268.00 Huber Water Line
319,936.00 Huber Water Line	216,449.00 E Broad Water Tank
1,000.00 E Broad St Tank	438,467.00 Furth
4,377.00 Furth Dr Waterline	
373,957.46 carryover	
727,793.46	892,756.00
2016	2017
908.00 Brice Road	Misc Water projects Current YR CIP receipts
25,170.00 Taylor Rd	7,801.00 Furth
10,477.00 E Broad Water	929,054.00 2017 Main st waterline
67,341.00 Furth	Main Street
7,205.00 2015 Street	261.00 Briarcliff
280,177.00 Briarcliff	
1,621.00 2017 Main St	
392,899.00	937,116.00
2018	2018
810,632.00 Bal of 2017 water line	558,462.00 2017 Main St
-165,623.00 2018 Debt pmt from CIP	836,930.00 Baldwin
1,489,320.00 carryover from 2017 (CIP TAB)	
212,000.00 misc equipment	
2,346,329.00	1,395,392.00
2020	2021
864,620 2020 CIP	864,620 2021 CIP
-169,408 debt payment Main St	-166,131 debt payment Main St
695,212	698,489

Proposed Rates - 2020

- Water: 3.0%
 - Sewer: 3.0%
 - Storm: 2.0%
- Overall % Increase To Residential Bill: **2.95%**

- Average Estimated Quarterly Residential Bill \$ Increase: **\$8.46**
- Average Estimated Annual Residential Bill \$ Increase: **\$33.84**
- Low income and senior discounts continue.

Utility Increase Comparison 2020 Rate Increase

[illegible]

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 12, 2019**

TO: **Andrew Bowsher, Development Director Finance and
Administration Committee**

RE: Amend Wastewater Rates for 4%, 1% Over the Columbus Increase

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
---------------------------	-----------------------	---------------

City of Columbus is Charging us a 3% increase sewer rates in 2020. We will be increasing our water rates 1% higher than Columbus to allow for inflation and cost of living increases from 2019 for the City of Reynoldsburg.

I am requesting an ordinance authorizing to increase 2019 wastewater rate from \$7.97 per 1,000 gallons to \$8.29 per 1,000 gallons. It is a 4 percent increase from 2018.

945.02 Sewer Rate Schedule

(a) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective ~~January 1, 2019 eight dollars and twenty nine cents (8.29) per 1,000 gallons.~~ JANUARY 1, 2020 AT THE RATE OF EIGHT DOLLARS AND SIXTY TWO CENTS (\$8.62) PER 1,000 GALLONS.

**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**

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

SECTION 1. That Section 945.02(c) Rate Schedule of Chapter 945 Sewer Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

945.02 Sewer Rate Schedule

(a) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective ~~January 1, 2019 eight dollars and twenty-nine cents (\$8.29) per 1,000 gallons~~ January 1, 2020 at the rate of eight dollars and sixty-two cents (\$8.62) per 1,000 gallons.

SECTION 2. That existing Section 945.02(c) of Chapter 945 Sewer Charges be and is hereby repealed and replaced.

SECTION 3. That upon adoption by Council this ordinance shall be in effect January 1, 2020 following signature by the Mayor.

SEWER COLUMBUS RATE USAGE PER DAY BASED ON POP																											
		63.99		54.24		60.57		57.72		57.69		52.86		55.16		54.73		54.91		50.52		55.00		55.00		55.00	
		2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 est	2020 est	2021 est	2022 est									
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est.	Est.	Est.	Est.									
POPULATION (LOW GROWTH)		33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158									
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0									
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0	0									
LOW GROWTH WATER USAGE		898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	742,240,400	744,777,616	685,220,360	745,946,850	745,946,850	745,946,850									
POPULATION (HIGH GROWTH)		33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158									
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0									
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0	0									
HIGH GROWTH WATER USAGE		898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	742,240,400	744,777,616	685,220,360	786,634,860	786,634,860	786,634,860									
POPULATION (COMPOSITE)		33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158	37,158									
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0									
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0	0									
COMPOSITE WATER USAGE		898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	742,240,400	744,777,616	685,220,360	786,634,860	786,634,860	786,634,860									
Gallons (1,000)		Gallons (1,000)	881,998	867,687	842,748	840,131	712,074	802,359	765,714	769,183	708,310	748,129	742,240	744,778	685,220	745,947	745,947	745,947									
Rate		Rate	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97	9.33									
Revenue		Revenue	4,351,338	4,708,810	4,847,873	4,929,478	4,439,235	5,227,187	5,191,542	5,253,805	5,143,311	5,513,939	5,689,356	5,937,157	5,680,878	6,431,710	6,688,978	6,956,537									
Clean River Chg		Clean River Chg	273,752	301,127	319,195	325,579	345,114	552,071	656,458	659,820	679,615	0	0	0	0	0	0	0									
Charged ERU's		Charged ERU's	16,412	16,412	16,412	16,412	16,412	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571									
Sewer Only		Sewer Only	4,077,586	4,407,682	4,528,678	4,603,899	4,094,121	4,675,116	4,535,084	4,593,985	4,463,696	5,513,939	5,689,356	5,937,157	5,680,878	6,431,710	6,688,978	6,956,537									
Sewer Rate		Sewer Rate	4.62	5.08	5.37	5.48	5.75	5.83	5.92	5.97	6.30	7.37	7.67	7.97	8.29	8.62	8.97	9.33									
Savings 3 people		Savings 3 people	33.99	38.00	41.47	42.43	53.07	75.34	93.88	103.26	105.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
1 ERU		1 ERU	16.68	18.35	19.45	19.84	21.03	21.66	21.88	22.31	22.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Net Savings		Net Savings	17.31	19.65	22.02	22.60	32.04	53.68	72.00	80.95	82.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Percentage Usage received		97%	98%	100%	101%	99%	112%	102%	104%	99%	103%	103%	102%	102%	100%												

10.e.a

Rates)

Sewer Fund 4% increase

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 est	2020 est	2021 est	2022 est
REVENUES																	
SERVICE CHARGES	3,901,568	4,250,095	4,702,336	4,912,021	4,898,864	4,976,268	5,335,069	5,385,480	5,262,845	5,273,279	5,686,814	5,792,739	6,057,240	5,680,878	6,431,710	6,688,978	6,956,537
CIP FEE								163,581	370,661	358,810	381,544	376,664	377,738	342,610	372,973	372,973	372,973
OP TRANSFERS	82,355	51,155	51,155	51,155	149,131	63,119	63,119	0		0	841	106					
Bond Proceeds/other fees							350,000	293									
TOTAL REV	3,983,923	4,301,250	4,753,491	4,963,176	5,047,995	5,039,387	5,748,188	5,549,354	5,633,506	5,632,089	6,069,199	6,169,509	6,434,978	6,023,488	6,804,683	7,061,952	7,329,511
COLUMBUS CONTRACT	3,723,543	3,547,245	4,509,338	4,014,423	3,988,405	4,245,656	3,393,121	4,397,768	3,341,155	5,047,072	4,373,958	4,484,248	4,602,935	4,370,630	5,155,400	5,310,062	5,469,364
Clean River Charge	0	0	0	320,475	328,075	350,504	552,071	708,503	667,122	853,354	58,551						
O & M	382,506	409,232	302,379	419,263	398,420	333,014	432,456	593,338	634,512	684,601	675,528	638,252	674,653	1,360,749	1,415,179	1,471,786	1,530,658
OTHER /projects			0	199,614	390,102	261,438	336,467	35,267	53,653	579,751	98,284	218,209	45,050	1,325,257	422,973	372,973	372,973
Debt Payments					182,533	394,897	229,740	190,632	190,338	102,387	104,200	102,581	39,924	39,945	39,945	39,945	39,945
TRANSFR TO GEN FUND	85,399	85,399	85,399	85,399	105,199	109,407	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562
TOTAL EXP	4,218,934	4,052,247	4,992,293	5,062,333	5,400,022	5,697,865	5,092,895	6,035,070	4,996,342	7,376,727	5,420,083	5,552,852	5,472,124	7,206,144	7,143,059	7,304,328	7,522,502
FUND BAL / TOT EXP	0.66	0.75	0.56	0.53	0.44	0.30	0.46	0.31	0.50	0.10	0.26	0.36	0.55	0.25	0.21	0.17	0.14
NET OP. INCOME	-235,010	249,003	-238,802	-99,157	-352,027	-658,478	655,293	-485,716	637,164	-1,744,638	649,116	616,657	962,854	-1,182,655	-338,376	-242,377	-192,991
FUND BALANCE	2,796,716	3,045,719	2,806,916	2,707,760	2,355,733	1,697,255	2,352,548	1,866,832	2,503,996	759,358	1,408,474	2,025,131	2,987,985	1,805,330	1,466,954	1,224,577	1,031,587

Columbus Rate	3.86	4.13	4.54	4.82	4.91	5.21	5.36	5.42	5.53	5.69	5.88	6.06	6.18	6.36	6.55	6.75	6.95
	16.68%	7.00%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%	3.29%	3.00%	2.00%	3.00%	3.00%	3.00%	3.00%
Clean River Charge	0.34	1.39	1.53	1.62	1.65	1.75	1.80	1.82	1.86	1.92							
		309%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%							
Reynoldsburg Rate	4.49	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97	9.33
	15.00%	10.00%	10.00%	6.00%	2.00%	6.25%	4.50%	4.07%	2.00%	5.00%	1.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

2008

Target wall	150,000
Dreier	82,000
	232,000

2009

Rosehill Rd	51,488
opwc grant	

CIP COSTS-SEWER

2012

Ohio EPA	154,775
SSes CIP	181,040
Yrly Cleaning	
Summit Rd	652
	336,467

2014

2013

Ohio EPA	34,973
CIP Fee Rec'd	0
Summit Rd	294
	35,267

2015

Proposed Rates - 2020

- Water: 3.0%
 - Sewer: 3.0%
 - Storm: 2.0%
- Overall % Increase To Residential Bill: **2.95%**

- Average Estimated Quarterly Residential Bill \$ Increase: **\$8.46**
- Average Estimated Annual Residential Bill \$ Increase: **\$33.84**
- Low income and senior discounts continue.

Utility Increase Comparison 2020 Rate Increase

[illegible]

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST****DATE: November 12, 2019****TO: Andrew Bowsher, Development Director Finance and
Administration Committee****RE: Stormwater Rate Increase**

Approval:

Completed Brad McCloud	Pending Jed Hood	Stephen Cicak
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**AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION
958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF
ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO**

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

SECTION 1. That Section 958.06 Equivalent Residential Unit Assignment 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.

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

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

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 ~~\$4.00~~ **\$6.00** per month per Equivalent Residential Unit (ERU), which shall be effective from and after ~~January 1, 2016~~ **January 1, 2020**

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

SECTION 3. That upon adoption by Council this ordinance shall be in effect January 1, 2020 following the signature of the Mayor.



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

September 10, 2019

Background

Ordinance No. 32-96, Passed 2/12/1996.

AN ORDINANCE TO ESTABLISH STORM WATER CHARGES AND AN ADMINISTRATIVE PROCESS STRUCTURE WHICH WILL PROVIDE FOR THE FUNDING OF THE OPERATIONS, MAINTENANCE, AND IMPROVEMENTS OF THE CITY'S STORM WATER UTILITY.

Section 5.

Subsequent to the initial establishment of Utility Service Charges pursuant to this Ordinance, the Director in each odd numbered year shall prepare a Utility report with recommended Utility Service Charges. This report shall contain data utilized in the determination of the recommended Utility Service Charges and shall be presented to the Council on or before October 1 of each odd numbered year for the referral to the appropriate committee. The committee shall make a recommendation to Council on or before October 15 of each odd numbered year concerning the Utility Service Charges to become effective for a two year period beginning January 1 of each even numbered year.

Attachment: 2019 rate study (Storm Water Fees 2020)



City of Reynoldsburg Storm Water Utility Bi-Annual Report 2019

Storm water Management

Storm water management systems represent valuable public assets that provide a number of benefits to many users. By controlling floodwaters and preventing pollutants from reaching our rivers and lakes, Storm water management systems can protect the health and safety of the public and the environment. In so doing, clean and healthy water resources support public drinking water supplies and can attract local investment through increased land values.

Funding

A storm water rate is a funding mechanism that has been successfully implemented throughout the United States. The goal of the study is to develop and implement an equitable, self-supporting, and dedicated funding source for storm water management in Reynoldsburg.

Monthly user fees were introduced when the Storm Water Utility was established in 1997. These fees were intended to cover operations, maintenance and replacement costs of the existing system and construction of new storm drainage and flood management facilities. In creating the utility, the City declared its intention to impose just and equitable charges on storm water drainage utility users. Impervious surface area plays the single largest role in determining the amount of storm water runoff from a property. Impervious area leads directly to storm water runoff. All single-family residential properties are proposed to be defined as being equal to each other, and form the basis for all other comparisons.

The typical single-family residential property for the City of Reynoldsburg contains 2,530 square feet of impervious surface area. The units to be used in determining the appropriate user fee is the "Equivalent Residential Unit" (ERU). Therefore, all single-family residential properties will have an ERU rating of 1.0. An example of a non-residential property with 25,300 square feet of impervious surface area would have an ERU rating of 10.0.

An increase was necessary to provide personnel, equipment and supplies in developing the Storm Water Management Plan as required by Federal and State Law. In 2004, the ERU rate was increased from \$1.25 to \$2.00. This provided funds for additional personnel and several CIP projects.

In 2015 we implemented a neutral revenue move of an additional \$2.00 per month for storm water fees. This fee is for the Clean Rivers Surcharge that was previously collected through sewage charges. Since 2006, residents in Reynoldsburg and elsewhere have been required to pay a Clean Rivers Surcharge. This fee is used to support various improvements related to the Project Clean Rivers initiative, which is designed to reduce pollution in waterways. The City of Columbus is charged with managing a 40 year, \$2.5 billion Wet Weather Management Plan and this fee supports that effort. The fee was created and mandated by a consent order from



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

Environmental Protection Agency and the State of Ohio. The bottom line of our residents' water bill remained the same.

Conclusion

The City has operated with zero increases since 2004. With the enhancement of our street program, we have been more proactive with repairs and projects, which have reduced the funds in our storm water account. These facts and proposed increases from the City of Columbus have led us to reevaluate our storm water fees. The attached sheet shows a proposed change of \$12 per year per home or (1) one ERU, which would generate enough to put our storm water fund in line with our ongoing streets program. We would like to introduce legislation before the end of the current year.



City of Reynoldsburg Storm Water Utility Bi-Annual Report 2019

STORM WATER

	2013	2014	2015	2016	2017	2018	2019 Est	2020 Est	2021	2022
REVENUES										
STORM WATER CHARGES	659,152	648,302	654,785	1,309,934	1,357,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
CLEAN RIVER CHARGE	0	0	0	0	1,100,000	0	0	0	0	0
OTHER (BOND PROCEEDS)										
TOTAL REV	659,152	648,302	657,642	1,309,934	2,457,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
PERSONAL	250,095	255,323	253,700	260,059	290,813	281,647	329,381	345,850	363,143	381,300
SUPPLIES	22,417	22,279	24,473	20,025	22,848	33,214	47,000	47,470	47,945	48,424
SERVICES	46,047	70,319	45,529	60,637	50,571	132,515	149,890	151,389	152,903	154,432
CLEAN RIVER CHARGE				642,874	721,828	736,909	775,000	795,000	815,000	835,000
TRANSFERS OUT	31,560	31,560	31,560	31,560	31,560	39,282	31,560	31,560	31,560	31,560
EQUIPMENT	18,955	34,716	178,145	29,624	0	0	65,600	0	0	0
BRICE/MAIN	0	0	0	0	0	0	0	0	0	0
BARTLETT ROAD	0	0	0	0	0	0	0	0	0	0
BLACKLICK CREEK	0	0	0	0	0	0	0	0	0	0
MAIN/GRAHAM										
OTHER PROJECTS	139,877	5,495		286,208	790,310	271,949	478,791			
DEBT	98,945	99,443	98,781	0	132,300	122,487	120,227	122,967	125,594	123,108
TOTAL EXP	607,896	519,135	632,188	1,330,987	2,040,230	1,618,003	1,997,449	1,494,236	1,536,144	1,573,824
NET OP. INCOME	51,256	129,167	25,454	-21,053	417,553	-291,079	-647,449	193,264	151,356	113,676
FUND BALANCE	1,256,723	1,385,890	1,411,344	1,390,291	1,807,844	1,516,765	869,316	1,062,580	1,213,936	1,327,613

58
18

9/5/2019 10:12 AMC:\Users\jcrowford\Documents\Water Studies\RATESTUDY 2020.xls

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

DATE: November 12, 2019

TO: Finance and Administration Committee

RE: Kirch Group Technology Contract 2020

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have an agreement in place for January 1, 2020 for information technology services.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION
TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2020 TO
DECEMBER 31, 2020, AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES
OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Kirch Group Technologies, LLC., 1335 Dublin Rd, Columbus, OH 43215, for the period of January 1, 2019 through December 31, 2019, for information technology services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

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

SECTION 2. That pursuant to Ordinance 66-18 competitive bidding is hereby waived.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; and further the current agreement expires December 31, 2020; wherefore upon adoption by Council, this ordinance shall be in effect immediately upon signature by the Mayor.

Contract Version 5.0.0_REY (2020)

Kirch Group Technology, LLC Service Agreement Contract

Submitted to:

**City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068**



Attachment: Kirch Group Technology 2020 contract (Kirch Group Technology Contract 2020)

Kirch Group Technology, LLC - Service Contract

This **Kirch Group Technology Service Agreement** (the "Agreement") is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company ("KGT") and the client whose name appears at the foot of this Agreement (the "Client").

Statement of Agreement:

1. **Agreement Basics.** Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on **Exhibit 1A**) and Covered Software (defined on **Exhibit 1B**) (Covered Hardware and Covered Software are collectively, the "Covered Items").
2. **Overview.** KGT's uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, as selected by Client, pertaining to Covered Items include are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT.
4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a "Tech") shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.
5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on **Exhibit 5**.
6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem Client encounters, but KGT does represent that the Tech shall be provided to Client as provided in this Agreement. Details of service limitations are included on **Exhibit 6**.
7. **Deliverables.** Working with Client's designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client's current IT environment as it pertains to Covered Items.
8. **Client Obligations.** For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on **Exhibit 8**.
9. **Term and Termination.** The Term of this Agreement shall commence on the effective date as defined in this Agreement and is effective for the remainder of the calendar year. This period is also referred to as the "Term." This Agreement may be terminated by KGT prior to the Agreement End Date upon Client's failure to perform any of its obligations defined in § 8 or on Exhibit 8-Attached, including, but not limited to failure to discharge Client's financial obligations under this Agreement with fifteen (15) days of Client's receipt of a written notice of default. Additional reasons for termination of this agreement are described on **Exhibit 9**.
10. **Fees and Payments.** Client's fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on **Exhibit 10**. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. ~~Any amount not paid within thirty (30) days of the invoice's date shall be subject to an interest charge of eighteen percent (18%) per annum.~~ Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client's receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday – Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference.** Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.
12. **Entire Agreement.** This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and **Exhibit 6**) and sent to the party at the address appearing on **Exhibit 13**. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that an electronic receipt for such email is received by the sender.
14. **Assigned Technician.** KGT will provide a technician to Client. This technician will operate under the guidelines as described in **Exhibit 14**.

IN WITNESS WHEREOF, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

Contract Effective Date: 1/1/2020 – 12/31/2020

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By: _____

John Stickel, Managing Member

Date: _____

Exhibit 1A:**“Covered Hardware:”****[CURRENT HARDWARE AS OF 12/31/2019 TO BE ASSUMED HERE]**

Exhibit 1B:**“Covered Software:”**

Client Operating Systems (OS):

- Microsoft Windows 7 (Home, Professional, Enterprise, Ultimate)
- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)

Server Operating Systems (OS):

- Microsoft Windows Small Business Server 2011
- Microsoft Windows Server 2008 R2 (all)
- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)

Applications:

- Microsoft Office 2010
- Microsoft Office 2013
- Microsoft Office 2016
- Microsoft Office 2019
- Microsoft Office 365

It is not possible for KGT to completely support all software, however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

Training is not included in the agreement. Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.

Exhibit 2:**“Menu of Services:”**

- a. Site Assessment
- b. IT Inventory and Management
- c. Scheduled Visits (either “on-site” or “remote”)
- d. Proactive Service
 - a. Check Server Event Logs
 - b. Verify Backups
 - i. KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
 - c. Verify Anti-Virus Software
- e. Technology Knowledge and Guidance
- f. Help Desk Support (including phone support)
- g. Covered Items Reliability Check
- h. Covered Items Security Check
- i. Cost Management and Control (IT Budget Assistance)

Exhibit 5:**“Contract Service Schedule:”**

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

Scheduled Visits. The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech’s performance of the scheduled maintenance covered by this Agreement. **Such schedule may be modified to reflect Covered Items changes.**

Scheduled Visits:

- a. This constitutes scheduled visits under this Agreement.
- b. Scheduled visits typically last between one and two hours.
 1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.
 2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least twenty-four (24) hours prior to the start time for such scheduled visit.
 - A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.
 - B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client’s contact person. The technician will then proceed with the following services on applicable covered hardware.

Server Specific Duties:

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

Personal Computer Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

Peripheral Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; **provided, that**, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.

ARTS Response Protocol.

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visit on the day and time provided in this Agreement. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occurs during KGT's normal business hours of which are listed on our website. Our offices are also closed on all National Holidays. If support in response to an ARTS request is performed at Client's request either "after normal business hours" and/or over a weekend, Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

Software Support.

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

Upgrading or Replacing Hardware/Software.

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule, or major software upgrades or installations not listed on the Covered Software Schedule. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with replacement or repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Client Fee Schedule. Applicable sales tax shall be charged as required by applicable law.

Caveats: KGT recommends Business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware or software or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

Exhibit 6:**“Service Limitations:”**

- a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. That does not mean that the issue has to be resolved. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. The agreed response time under this Agreement is set forth in the Contract Services Schedule.
 - a. **MODIFICATION FOR CITY OF REYNOLDSBURG:**
 - i. Should the 911/Communications go down during business hours or After Hours, personal contact via cell phone to KGT Technician is permitted to facilitate immediate response. KGT will invoice client at current After Hours Rate should contact fall outside of normal KGT business hours.
- b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client’s business; excessive hardware and/or software quotes; emergency IT support outside normal business hours as define in the Agreement; **direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**; software training for Client’s employees; or reinstallation of server operating systems and programs.
- c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP’s, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

Exhibit 8:**“Client Obligations/Duties:”**

- a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT’s voicemail system. **Direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**, are not permitted and are subject to additional billing charges;
- b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);
- e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;
- f. **KGT will not install or service illegal software and Client’s installation and/or use of such illegal software may result in KGT’s termination of this Agreement;**
- g. Notify KGT regarding any software installed and purchased without consulting KGT;
- h. Advise Client’s staff on usage of ARTS and against direct Tech contact (for support initiation);
- i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;
- j. Advise KGT of the presence of mobile devices that connect to Client’s network or gather company email;
- k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client’s environment;
- l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client’s environment.

Exhibit 9:**“Agreement Terms and Termination Details:”**

- a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client’s obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.
- b. If the Agreement End Date arrives or if the Agreement is terminated earlier due to Client’s failure to comply with all its obligations found in § 8 of this Agreement (and Exhibit 8), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT’s opinion, its obligations under § 8 and (and Exhibit 8).
- c. If the nature of Client’s business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.
- d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.

Exhibit 10:**“Fees and Payments:”**

Quoted Service Agreement - \$144,000.00 yearly, to be billed quarterly (\$36,000.00).

Payment Schedule - Billed on January 1st, April 1st, July 1st, and October 1st in 2019: \$36,000.00.

Exhibit 13:**“Addresses, E-mail Addresses and Telephone Numbers:”****Client Address:**

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

PH: (614)322-6800

Main Contact:

Sandra Boller

Email Contact:

sboller@ci.reynoldsburg.oh.us

Exhibit 14:**“Assigned Technician:”**

Should the details below contradict other statements made above in the contract, the details below take priority.

- a. KGT will provide an assigned technician for Client. This technician will operate outside the current limitations of this contract. Technician will provide routine IT services as expected from a Network Administrator. No additional fees will be billed to the Client for services provided by this technician.
- b. Total technician time onsite will be 24 hours per week. Hours will be reduced when Client offices are closed according to Holiday Schedule. This contract includes ten (10) hours of After-Hours Support per contract year provided by the assigned technician. Routine, scheduled service, outside of normal business hours does not count as After-Hours Support. Routine, scheduled service, outside of normal business hours is included in the contract.
- c. KGT will make a reasonable effort to provide the same technician. Should this technician be unavailable, KGT will provide an alternate technician as to keep the above schedule.
- d. Assigned technician will not be limited to on-site hours only. Should any emergencies arise, assigned technician will be responsible for handling the issue. Should the emergency (not scheduled) arise outside of normal business hours, the included ten (10) hours of After-Hours Support will be used. Once used completely, the Client will be invoiced at the current After-Hours Rate. Any unused hours may not be carried forward to another contract year.
- e. Assigned technician will have a cell phone and can be contacted by Client at any time, understanding this could result in additional billing (according to rules above).

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

DATE: November 12, 2019

TO: Finance and Administration Committee

RE: City's Health Insurance for 2020 (MMO)

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have Health Care coverage in place for employees on January 1, 2020.

Authorizing the Mayor to enter into a one-year agreement with Medical Mutual of Ohio for the City's Health Insurance coverage with Medical Mutual of Ohio for the period of January 1, 2020 through December 31, 2020 and declaring it an emergency.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has held a contract with Medical Mutual of Ohio for the health care benefits for the officers and employees; and

WHEREAS, the contract with medical Mutual of Ohio is an annual contract that expires December 31, 2019; and

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

WHEREAS, the Mayor is hereby authorized to execute a contract with Medical Mutual of Ohio, which is attached hereto as Exhibit A, on behalf of the City of Reynoldsburg.

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

SECTION 1. That the Mayor be and is hereby authorized to renew the health insurance contract with Medical Mutual of Ohio for the period from January 1, 2020 through December 31, 2020.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Proposal For:
CITY OF REYNOLDSBURG - EA

Effective Date: 1/1/2020
End Date: 12/31/2020
County: Franklin
State: Ohio

Quote ID: 0075726-01

Wednesday, October 16, 2019
1:29 PM



Group Name: CITY OF REYNOLDSBURG - EA
Effective: January 1, 2020 - December 31, 2020

Benefit Highlights & Premium Rates	\$3100 HSA		\$3250 HSA		\$3300 HSA	
Product / Network	SuperMed Plus		SuperMed Plus		SuperMed Plus	
HSA Option	Yes		Yes		Yes	
Includes Major Med. Rx?	Yes		Yes		Yes	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible Type	Embedded		Embedded		Embedded	
Single Deductible	\$3,100	\$4,400	\$3,250	\$4,550	\$3,300	\$4,600
Family Deductible	\$8,200	\$8,800	\$6,500	\$9,100	\$6,600	\$9,200
Employer Coinsurance % *	100%	80%	100%	80%	100%	80%
Single Out of Pocket (Excludes Deductible)		\$4,000		\$4,000		\$4,000
Family Out of Pocket (Excludes Deductible)		\$8,000		\$8,000		\$8,000
Single Maximum Out of Pocket	\$4,000	\$8,400	\$4,000	\$8,550	\$4,000	\$8,600
Family Maximum Out of Pocket	\$8,000	\$16,800	\$8,000	\$17,100	\$8,000	\$17,200
Office Visit	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Specialist Office Visit	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Urgent Care Office Visits	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Emergency Room Visits**	100% After Deductible		100% After Deductible		100% After Deductible	
Inpatient Services	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Comments						

Rates Effective 1/1/2020 - 12/31/2020:	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates
Single	32	\$686.32	32	\$676.63	32	\$667.25
Family	97	\$1,844.55	97	\$1,818.38	97	\$1,793.08
Contract Premium	129	\$200,884	129	\$198,035	129	\$195,281

Group Official Plan/Rate Selections	Initial Here	Initial Here	Initial Here
-------------------------------------	--------------	--------------	--------------

Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____

* Some non-network services will be covered at a coinsurance less than what is shown.

** Emergency room visits that do not qualify as an emergency may be covered at a lesser amount. Coverage for emergency visits and emergency services may vary.

In accordance with Ohio law, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.

Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.

Rates reflect the federally mandated fees. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period.

Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 49801 of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

The limiting age for dependent children is 26, except in the case of physical or intellectual disability.

Effective January 1, 2016, Ohio law lowered the limiting age for dependent children from 28 to 26. However, as a large group customer you still have options available to you. You may continue covering dependent children to age 28, reduce the age to 26 for both new and existing dependent children or reduce the age to 26 for new dependent children only. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law. Please contact your Medical Mutual representative to discuss your options in detail.

CITY OF REYNOLDSBURG - EA
1/1/2020
Disclaimers & Contingencies

- 1 Proposal expires in 60 days or upon effective date.
- 2 Rates assume Medical Mutual is the only carrier, with 75% of net eligible employees enrolled.
- 3 Rates are subject to change if enrollment varies by more than 10% from 129 contracts quoted.
- 4 Ancillary coverages will be packaged with Medical coverage and not sold separately.
- 5 Final rates are subject to underwriting approval, based on benefit plans, contribution, participation, and medical data for members exceeding 50% of specific deductible or pooling limit which must be received no later than 20 days before effective date.
- 6 Disclosure of disabled participants is required.
- 7 Misrepresentation may result in rescission of coverage.
- 8 Rates include standard reporting and administration.
- 9 Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco QuitLine, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 10 The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- 11 Change in enrollment of any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 12 As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification if it impacts the contents of the SBC. Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 13 Premiums and rates reflect 2015 ACA requirement to accumulate drug cost share to the maximum out-of-pocket (MOOP). Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- 14 Effective January 1, 2016, Ohio law lowered the limiting age for dependent children from 28 to 26. However, as a large group customer you still have options available to you. You may continue covering dependent children to age 28, reduce the age to 26 for both new and existing dependent children or reduce the age to 26 for new dependent children only. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law. Please contact your Medical Mutual representative to discuss your options in detail.
- 15 Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life.

Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____

Quote ID: 0075726-01

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: November 12, 2019

TO: Finance and Administration Committee

RE: Transfer of Funds from Various Accounts in Various Departments

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Unappropriate the following accounts and return to the unappropriated General Fund for a total of \$189,000

From account 110.448.5101 Service Department Wages Director unappropriate \$30,000.00

From account 110.448.5102 Service Department Wages Staff unappropriate \$9,000.00

From account 110.448.5109 Service Department H S A unappropriate
\$1,000.00 From account 110.448.5161 Group Insurance unappropriate
\$10,000.00

From account 110.479.5101 Building Department Wages-Director unappropriate \$10,000.00

From account 110.554.5102 Attorney Wages Staff unappropriate \$54,000.00

From account 110.554.5109 Attorney H S A unappropriate \$4,000.00

From account 110.554.5151 Attorney PERS unappropriate \$7,000.00

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

From account 110.554.5161 Attorney Group Insurance inappropriate
\$19,000.00 From account 110.554.5166 Attorney Group Medicare
inappropriate \$1,000.00

From account 110.580.5101 Development Director Wages inappropriate \$5,000.00

From account 110.580.5104 Development Part-Time Wages inappropriate
\$9,000.00 From account 110.580.5151 Development PERS inappropriate
\$1,000.00

From account 110.582.5104 Human Resources Part Time Wages inappropriate
\$8,000.00 From account 110.582.5151 Human Resources OPERS inappropriate
\$1,000.00

From account 110.595.5164 General and Administration Worker's Comp inappropriate
\$20,000.00

Appropriate \$390,500 from the unappropriated General Fund to the following accounts:

To account 110.111.5102 Police Department Wages appropriate \$35,000

To account 110.111.5105 Police Department Overtime appropriate \$100,000

To account 110.111.5109 Police Department H S A appropriate \$15,000

To account 110.111.5113 Police Department Wages Enforcement appropriate \$70,000

To account 110.111.5152 Police Department OPFDPF appropriate \$100,000

To account 110.111.5161 Police Department Group Insurance appropriate \$60,000

To account 110.290.5102 Mechanic Wages Staff appropriate \$1,500.00

To account 110.343.5105 Senior Center Wages-Staff Appropriate \$4,000.00

To account 110.534.5104 Civil Service Part-Time Wages \$3,000.00

To account 110.545.5104 Auditor Part-Time Wages \$2,000.00

**Appropriate from the unappropriated Water fund to Account number 710.735.5105
Water- Overtime \$7,000.00**

**AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND
ACCOUNTS, AND DECLARING AN EMERGENCY**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

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

SECTION 1. That Council unappropriate \$189,000.00 from the following accounts and return to the unappropriated General Fund (110).

110.448.5101 Service Department Wages Director	\$30,000.00
110.448.5102 Service Department Wages Staff	9,000.00
110.448.5109 Service Department HSA	1,000.00
110.448.5161 Group Insurance	10,000.00
110.479.5101 Building Department Wages Director	10,000.00
110.554.5102 Attorney Wages Staff	54,000.00
110.554.5109 Attorney HSA	4,000.00
110.554.5151 Attorney PERS	7,000.00
110.554.5161 Attorney Group Insurance	19,000.00
110.554.5166 Attorney Group Medicare	1,000.00
110.580.5101 Development Director Wages	5,000.00
110.580.5104 Development Part-time Wages	9,000.00
110.580.5151 Development PERS	1,000.00
110.582.5104 Human Resources Part-time Wages	8,000.00
110.582.5151 Human Resources PERS	1,000.00
110.595.5164 General & Administration Workers' Comp	20,000.00

SECTION 2. That an amount of \$390,500.00 be unappropriated from the General Fund and be appropriated to the following accounts:

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

110.111.5102 Police Department Wages	\$ 35,000.00
110.111.5105 Police Department Overtime	100,000.00
110.111.5109 Police Department HAS	15,000.00
110.111.5113 Police Department Wages Enforcement	70,000.00
110.111.5152 Police Department OPFDPF Insurance	100,000.00
110.111.5161 Police Department Group Insurance	60,000.00
110.290.5102 Mechanic Wages Staff	1,500.00
110.343.5105 Senior Center Overtime	4,000.00
110.534.5104 Civil Service Part-time Wages	3,000.00
110.545.5104 Auditor Part-time Wages	2,000.00

SECTION 3. That \$7,000.00 be unappropriated from the Water Fund (710) and is appropriated as follows:

710.735.5105 Water Overtime	\$ 7,000.00
-----------------------------	-------------

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further in order to be in compliance with O.R.C. at year's end; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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

DATE: **November 12, 2019**

TO: **Finance and Administration Committee**

RE: **Amend Council OPERS Compensation**

Approval:

Pending Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The minimum amount OPERS members must earn each month to qualify for full service credit is increasing by 1.75% beginning January 2020 through 2028. As a result the minimum earnable salary will increase for Councilmember from \$660 per month to \$673.08 per month representing an annual increase of \$156.96 for 2020 for Ward representatives. Salaries may then increase annually through 2029 based on OPERS minimum levels of contributions as shown on the attached Contribution Increase.

At Large Councilmember will not see an increase until January 1, 2020 as they are mid-term and not illegible for increases. Those Councilmembers would not receive OPERS service credit for two years unless they make the remaining contribution each year to bring the total to the minimum level. The contribution for 2020 would be \$156.96 and for 2021 \$298.32. The form necessary to allow those contributions is also attached.

**AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 COMPENSATION OF
THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO**

WHEREAS, the Ohio Public Employees Retirement System has set the minimum amount OPERS members must earn each month to a new rate in order to qualify for full service credit; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, that increase of 1.75% will be effective beginning January 1, 2020 with annual 1.75% through 2029; and

WHEREAS, Reynoldsburg Ward Councilmembers current rate of OPERS contribution is \$660. That contribution would need to be increased to \$673.03 effective January 1, 2020 and to the following rates annually every January 1, 2029:

2021	\$684.86	2026	\$746.91
2022	\$684.86	2027	\$759.99
2023	\$709.03	2028	\$773.29
2024	\$721.44	2029	\$786.82
2025	\$734.07		

WHEREAS, Reynoldsburg At Large Councilmembers current rate of OPERS contribution is \$660. That contribution would need to be increased to \$684.86 effective January 1, 2022 and to the following rates annually every January 1, 2029:

2022	\$684.86	2026	\$746.91
2023	\$709.03	2027	\$759.99
2024	\$721.44	2028	\$773.29
2025	\$734.07	2029	\$786.82

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

SECTION 1. That Chapter 121 Council, Section 121.02 Compensation of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

121.02 COMPENSATION.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

- (a) Effective January 1, 2018 the salary for members of Council who represent the City At Large shall be seven thousand nine hundred twenty dollars (\$7,920.00), which is the yearly amount of compensation for 2018, and shall be the yearly compensation for Council At Large members until changed by City Council.

Effective January 1, 2022 the salary for members of Council, who represent the City At Large, shall be \$696.84 per month (\$8,362.08 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

- (b) Effective January 1, 2020 the salary for members of council who are Ward representatives shall be seven thousand nine hundred twenty dollars (\$7,920.00), which is the yearly amount of compensation for 2020, and shall be the yearly compensation for members of Council who are Ward representatives until changed by City Council.

Effective January 1, 2020 the salary for members of Council, who represent the City At Large, shall be \$673.08 per month (\$8,076.96 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

SECTION 2. That existing Section 121.02 of Chapter 121 be and is hereby amended.

SECTION 3. That this Ordinance shall be in effect January 1, 2020 upon adoption by Council and upon the signature of the Mayor.

EXHIBIT A

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

City of Reynoldsburg
Ward Councilmember OPERS Contributions
2020 - 2029

January 1	Monthly	Annual
2020	\$673.08	\$8,076.96
2021	\$684.86	\$8,218.32
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

City of Reynoldsburg
At Large Councilmember OPERS Contributions
2022 - 2029

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

January 1	Monthly	Annual
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

Employer Outreach

*Your quarterly resource for OPERS news
Second Quarter 2019*

Earnable Salary for OPERS Members to Increase

The minimum amount OPERS members must earn each month to qualify for full service credit will be increasing by 1.75 percent each year beginning in 2020 through 2028.

As a result, the minimum earnable salary will increase to following amounts for each calendar year beginning in 2020.

2020	\$673.08	or \$8,074.94
2021	\$684.86	\$8,218.32
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029 and beyond	\$786.82	\$9,441.84

GASB 68 and 75 Information Now on ECS

GASB 68 net pension liability and GASB 75 net OPEB liability audited reports are now available on ECS. If you're an employer who has registered for ECS and has been given the GASB role by the delegated administrator at your place of employment, you can now access the Dec. 31, 2018 information on the net pension liability and net OPEB liability.

If you have trouble accessing the information, contact Employer Services for assistance at 1-888-400-0965 or employeroutreach@opers.org (<mailto:employeroutreach@opers.org>).



Ohio Public Employees Retirement System

277 East Town Street, Columbus, Ohio 43215-4642

1-888-400-0965 www.opers.org

Certification of Denied In-term Salary Increase

Public officials who are contributing to OPERS and are prohibited constitutionally from receiving an in-term salary increase may make contributions on the denied salary. This form is to be used by the employer to certify the current salary, the actual denied increase and the effective date of the prohibited increase. This form should be completed for each term in which a denied increase occurs.

Section 1 - Employee Information (To be completed by the employee.)

Employee First Name

MI

Last Name

Social Security Number

Political Office Held

Term of Office

Beginning

Ending

Month Day Year

Month Day Year

Effective Date of Denied Salary Increase

Month Day Year

I state that the information on this form is true to the best of my knowledge and belief.

Month Day Year

Employee Signature (Do not print or type)

Section 2 - Employer Information (To be completed by the employer.)

Employer Code

Employer Name

Street or Mailing Address (No P.O. Boxes)

City

State

ZIP Code

Employer Phone Number

Fax Phone Number

Section 3 - Salary Information *(To be completed by the employer.)*1. Projected annual salary, excluding denied in-term increase, for each year of term (list each year separately):

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

2. Projected annual salary, including denied in-term increase, for each year of term (list each year separately):

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

Projected annual salary	Year
\$, .	

Section 4 - Employer Certification *(To be completed by the employer.)*

I, _____, hereby certify the information on this request is true and accurate.
Print payroll or fiscal officer name

 Payroll or Fiscal Officer Signature

Month	Day	Year

Attachment: OPERS Certification of In-Term Denial (Amend Council OPERS Compensation)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **November 12, 2019**

TO: **Finance and Administration Committee**

RE: Authorization for the Mayor to enter into a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services from January 1, 2020 to December 31, 2020. The cost of services is based upon per capita rate of \$8.87 for a population of 37,571 totaling \$333,254.77.
 See Attached.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with the District Advisory Council of the Franklin County General Health District, and Franklin County Public Health for health services to the City of Reynoldsburg from January 1, 2020 to December 31, 2020.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

SECTION 2. That the cost of services is based upon per capita rate of \$8.87 for a population of 37,571 totaling \$333,254.77.

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

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF REYNOLDSBURG

This contract entered into by and between the City of Reynoldsburg (hereafter referred to as "City"), with its principal address being 7232 East Main Street, Reynoldsburg, Ohio 43068, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2020 Public Health Services under the approval of Resolution No. 19-096, dated September 10, 2019.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 21, 2019, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2020 and ending December 31, 2020 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.87.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2020 and 50% of the total contract amount in June 2020 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2020 shall not exceed \$333,254.77, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 – APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

Fiscal Officer
City of Reynoldsburg, Ohio

Date

EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2020 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services	
Administrative Services:	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
Data Services:	
Community Health Assessment	
Health Data	
Environmental Health:	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Mosquito Control Services & Education	
Nuisance & Vector Control Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Tattoo & Body Piercing Permitting, Enforcement & Inspection	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
Emergency Preparedness:	
Community Outreach and Education	
Injury Prevention/Opiate Crisis Programs & Education	

Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

RECORD OF PROCEEDINGS

Minutes of

Franklin County Public Health
 Journalized on:
 SEP 10 2019

Meeting

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROP11

Held

20

RESOLUTION 19-096

September 10, 2019

RESOLUTION AUTHORIZING THE FRANKLIN COUNTY BOARD OF HEALTH TO PROVIDE PUBLIC HEALTH AND PLUMBING SERVICES TO POLITICAL SUBDIVISIONS IN 2020

WHEREAS, pursuant to Ohio Revised Code Section 3709.08, the Franklin County District Advisory Council and/or Franklin County Public Health may contract with political subdivisions located within or adjacent to the general health district of Franklin County, Ohio, for Franklin County Public Health to provide health and plumbing services to said political subdivisions.

Now, therefore, upon motion of Board Member Morgan, second by Board Member Barnewall,

BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF HEALTH, BOARD MEMBERS;

1. That Franklin County Public Health shall provide such health and plumbing services as set forth in the attached contracts to the following political subdivisions, for the amounts listed below, as executed by the District Advisory Council and political subdivisions for 2020:

City of Bexley	per capita \$8.87; not to exceed \$118,733.82 and 60% of all plumbing fees collected
City of Canal Winchester	per capita \$8.87; not to exceed \$78,304.36 and 60% of all plumbing fees collected
City of Dublin	per capita \$8.87; not to exceed \$442,657.35 and 60% of all plumbing fees collected
City of Gahanna	per capita \$8.87; not to exceed \$319,985.25 and 60% of all plumbing fees collected
City of Grandview Heights	per capita \$8.87; not to exceed \$75,244.21 and 60% of all plumbing fees collected

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

RECORD OF PROCEEDINGS

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City of Grove City	per capita \$8.87; not to exceed \$376,088.00 and \$100.00 per plumbing inspection and \$150.00 per medical gas inspection as needed
City of Groveport	per capita \$8.87 not to exceed \$52,040.29 and 60% of all plumbing fees collected
City of Hilliard	per capita \$8.87; not to exceed \$338,000.22 and 60% of all plumbing fees collected
City of New Albany	per capita \$8.87; not to exceed \$96,656.39 and 60% of all plumbing fees collected
City of Pickerington	per capita \$8.87; not to exceed \$199,069.41 and 60% of all plumbing fees collected
City of Reynoldsburg	per capita \$8.87; not to exceed \$333,254.77 and 60% of all plumbing fees collected
City of Upper Arlington	per capita \$8.87; not to exceed \$315,372.85 and 60% of all plumbing fees collected
City of Westerville	per capita \$8.87; not to exceed \$354,400.85 and 60% of all plumbing fees collected
City of Whitehall	per capita \$8.87; not to exceed \$164,369.97 and 60% of all plumbing fees collected

2. That the Health Commissioner is authorized to prepare and execute the following plumbing services contracts for 2020:

Village of Minerva Park	60% of all plumbing fees collected
Village of Obetz	60% of all plumbing fees collected
City of Worthington	60% of all plumbing fees collected
Madison County	60% of all plumbing fees collected

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

RECORD OF PROCEEDINGS

Minutes of

Meeting

Government Forms and Supplies (844) 224-3338 FORM NO. SHTROP11

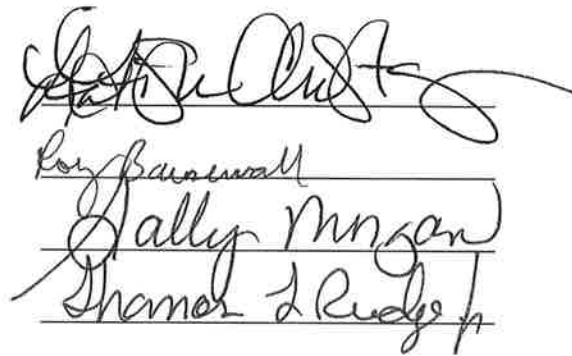
Held

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3. That this resolution shall be in full force and effect from and immediately upon its adoption.

Voting Aye Thereon:



Roy Barnum
Sally Morgan
Thomas L. Rudge

Board Members
Franklin County Board of Health

Voting Nay Thereon:

Board Members
Franklin County Board of Health

Attachment: Franklin County Public Health (Franklin County Public Health and Plumbing Services Contract)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 12, 2019**

TO: **Andrew Bowsher, Development Director**
Public Service and
Transportation Committee

RE: Bi-Annual Contract Renewal for Meter Reading Services with Bermex

Approval:

Skipped Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The cost of this contract will be split between Water and Wastewater. It will be paid with existing funds scheduled within the budget. The current contract charged \$.57 per Touch Pad and manual reads and \$.25 for all Radio Read units. The new contract will charge \$.62 per Touch Pad and manual reads and \$.25 for all Radio Read units. The annual cost in 2018 for Bermex's services was \$22,175. An estimated annual cost for 2020 is \$23,599.

WHEREAS, the City of Reynoldsburg hires an outside firm to handle the meter reading functions for the water and wastewater department; and

WHEREAS, the current rates for Bermex, Inc. services at \$.57 per Touch Pad and manual reads and \$.25 per Radio Read units. The new cost for this contract is \$.62 per Touch Pad and manual reads and \$.25 per Radio Read units; and

WHEREAS, Bermex Inc. has provided those services in the past and this legislation would renew that bi-annual contract from January 1, 2020 to December 31, 2021.

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Bermex Inc. for meter reading services for the City of Reynoldsburg beginning January 1, 2020 through December 31, 2021.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the current rates for Bermex, Inc. services at \$.57 per Touch Pad and manual reads and \$.25 per Radio Read units. The new cost for this contract is \$.62 per Touch Pad and manual reads and \$.25 per Radio Read units.

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

Agreement

THIS AGREEMENT is entered on this _____ day of _____, 2019 by and between the City of Reynoldsburg (hereinafter referred to as "Reynoldsburg") and Bermex, Inc. (herein after referred to as "Bermex").

Recitals

WHEREAS, Reynoldsburg is a Municipal Corporation organized under the laws of the State of Ohio, whose territory lies in Franklin, Licking and Fairfield Counties. Reynoldsburg operates a water and sanitary sewer utility for the benefit of its residents; and

WHEREAS, Bermex is a Michigan for-profit corporation duly licensed to transact business in the State of Ohio; and

WHEREAS, Bermex is in the business of supplying labor and transportation for meter reading for various utilities; and

WHEREAS, Reynoldsburg is interested in contracting with Bermex for meter reading services; and

WHEREAS, the parties desire to set forth their agreement in writing.

Agreement

NOW AND THEREFORE, the parties agree as follows:

- 1) Bermex shall read water meters within Reynoldsburg's service area for the period of **January 01, 2020 through December 31, 2021**. Any extension of this period of service shall be mutually agreed upon in writing by both parties.
- 2) This Agreement and its terms may be terminated, with or without cause, by either party giving sixty (60) days written notice to the other party at the address provided elsewhere in this Agreement.
- 3) Reynoldsburg shall pay Bermex **\$0.62 cents** per manual read or Touchpad read attempt, and **\$0.25 cent per radio read gathered**. Bermex shall invoice Reynoldsburg once per month for the services provided, and Reynoldsburg shall remit payment within thirty (30) days after receipt of a correct invoice.
- 4) In addition to remuneration set forth in Paragraph 3, above, Bermex may charge Reynoldsburg a fuel surcharge of two and one-half percent (2.5%) of the total monthly charges when fuel for the vehicle being utilized exceeds \$3.50 per gallon **for the days worked within the City of Reynoldsburg and working for the City of Reynoldsburg.**

- 5) Bermex employee(s) shall provide the meter reading services no earlier than 8:00 am and not later than 5:00 pm., Monday through Friday. The meter reader shall attempt to complete the reading of the entire route on its scheduled day. Reading of meters on a Saturday will be allowed if circumstances so require and prior approval has been obtained from Reynoldsburg. Readings on Sundays and Holidays are prohibited. It is understood that this certain weather conditions may interrupt the services to be provided under this contract, and all weather-related work stoppages shall be agreed upon by the parties. The Bermex employee(s) shall check-in at the start of their shift and check out at the end of their shift and check – out at the end of their shift. An employee of Reynoldsburg may periodically inspect the work being done by Bermex.
- 6) Bermex' meter reader(s) shall be responsible for obtaining complete and accurate meter readings and recording them in hand held meter-reading devices or to be provided by Reynoldsburg in accordance with the schedule established. Reynoldsburg shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Bermex use. The electronic meter reading devices shall be programmed on a daily basis by Reynoldsburg and available to Bermex at the beginning of each day. The individual meter reader(s) shall be responsible, on a daily basis, to report damaged and /or broken meters, meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will promptly advise Reynoldsburg of same. In no case shall Bermex be liable for not reading a meter due to unforeseen circumstances or circumstances beyond Bermex control.
- 7) The individual(s) performing the service shall at all times, be properly attired including the use of hard sole shoes. Uniforms which clearly identify Bermex' meter readers must be worn at work at all times. Bermex' vehicles will clearly identify that they are a Contract Meter Reader. Bermex will promptly return all hand held devices to Reynoldsburg upon termination or non-renewal of this Agreement.
- 8) It is expressly understood that the meter readers are employees of Bermex, and not employees of Reynoldsburg. Bermex shall furnish its employees with Workers' Compensation Insurance. Unemployment Insurance, Health Insurance, and the like. Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence shall cover the employees, and documentation of the same shall be supplied to employees, and documentation of the same shall be supplied to Reynoldsburg upon request. Bermex shall also provide Automobile Insurance in the same coverage amount for all vehicles being used by its employees in performing these services. Bermex shall be responsible for withholding all federal, state, and local taxes from its employees pay.
- 9) Bermex shall furnish an Insurance Policy in the amount of \$8,000 to cover the complete loss or damage to the hand held unit supplied by Reynoldsburg. Bermex understands that damage resulting from neglect or misuse will be paid by Bermex.

10) NOTICES: All notices to be delivered by one party to this Agreement to the other shall be addressed as follows:

Bermex, Inc.
4500 Court House Blvd
Stow, Ohio 44224
Acting President: Mike Weldner

City of Reynoldsburg: Water Department.
7232 E. Main St
Reynoldsburg, Ohio 43068
Superintendent: Paul Hellman

Both parties agree to notify the other in writing if the contact information stated herein changes.

11) Neither party may assign its terms or obligations under this contact without previous written consent of the other party.

12) If any legal dispute arises out of this Agreement, the parties hereby stipulate that the proper jurisdiction and venue for any legal action **will be held** in the Court Common Pleas of Franklin County, Ohio.

13) BERMEX AGREES THAT REYNOLDSBURG WILL NOT BE LIABLE IN ANY WAY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER OR DEATH TO ANY PERSON, EMPLOYEE, AGENT, CONTRACTOR, GUEST, INVITEE, OR TO ANY OTHER INDIVIDUAL OR ENTITY FOR ANY PROPERTY LOSS. BERMEX AGREES TO DEFEND, INDEMNIFY, AND HOLD **REYNOLDSBURG HARMLESS** FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, IN LAW AND EQUITY, LAWSUITS, CHARGES, COSTS INCLUDING, BUT NOT LIMITED TO COURT COSTS, ATTORNEY'S FEES, AND COST OF INVESTIGATION, DAMAGES, EXPENSES, AWARDS, AND/OR JUDGEMENTS BY REASON OF ANY LOSS, DAMAGE, INJURY, OR DEATH OR ANY PROPERTY LOSS CAUSED OR CONTRIBUTED, (IN WHOLE OR IN PART) BY ANY NEGLIGENT ACT(S) OR OMISSION(S) OF BERMEX, AND ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, INVITEES, OR GUESTS, IF ANY PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY ONE OR MORE PERSON OR ENTITY IN CONNECTION WITH SUCH LIABILITY OR CLAIM, BERMEX, UPON NOTICE FROM REYNOLDSBURG, SHALL DEFEND SUCH ACTION(S) OR PROCEEDING(S) OF ANY KIND AT BERMEX' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO REYNOLDSBURG. BERMEX' OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BERMEX UNDER THIS AGREEMENT, THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14) FORCE MAJEURE: Performance of this Agreement by each party shall pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss

or damage for delay or for nonperformance due to the causes not reasonably within its control, such as acts of civil, or military authority (including courts or administrative agencies) acts of God, war, riot, or insurrection, inability, to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties: and provide the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay. In the event of any delay resulting from such causes, the time of performance of each parties hereunder shall be extended for a period equal to the period of such delay.

15) This Agreement is intended as the complete and exclusive statement of the agreement between the parties. This Agreement, shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument, authorized and executed with the same formality as the agreement and agreed to by both parties.

WHEREFORE, the parties hereto set their hands in furtherance of this Agreement.

City of Reynoldsburg

BERMEX, INC.

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Dated _____

Dated _____

APPROVED AS TO FORM:

James E. Hood, City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned Auditor for the City of Reynoldsburg hereby certifies that the funds necessary to pay this contract are either in the treasury or in the process of being collected.

Steve Cicak, Auditor