



CITY COUNCIL

Council Meeting

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

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

Monday, October 26, 2020

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - COUNCILMEMBER BAKER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – October 12, 2020
7. **COMMUNITY COMMENTS**

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

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

8. COMMUNICATIONS

9. MOTIONS

1. A Motion to Approve a Resolution Stating What Services the City of Reynoldsburg Will Provide to the Proposed Annexation of Parcel Numbers 010-017466-00.000, 010-018030-00.000, and 010-018030-00.001 in Licking County

10. REPORTS

a. **Liquor Permit Report**

1. Liquor Permit Report - MSR 2009

b. **West Licking Fire District**

1. West Licking Fire District Report

c. **Clerk of Court Report**

1. Clerk of Court Report

d. **There is no Development, Parks & Recreation Committee meeting.**

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

f. **There is no Public Service & Transportation Committee meeting.**

g. **Finance & Administration Committee**

1. An Ordinance to Appropriate \$_____ from the Cares Act Fund to be Used for Payroll Expenses for Public Safety Employees Whose Services Were Substantially Dedicated to Mitigating or Responding to the Covid-19 Public Health Emergency; and Declaring an Emergency
2. An Ordinance to Enter into an Agreement with Limbach Company LLC Using Monies from the CARES Act Funds for Covid-19 Pandemic Related Expenses of the City of Reynoldsburg, Waiving Competitive Bidding, and Declaring an Emergency

11. LEGISLATION FOR EMERGENCY APPROVAL

1. An Ordinance to Enter into an Agreement with Limbach Company LLC Using Monies from the CARES Act Funds for Covid-19 Pandemic Related Expenses of the City of Reynoldsburg, Waiving Competitive Bidding, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

12. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance to Appropriate \$_____ from the Cares Act Fund to be Used for Payroll Expenses for Public Safety Employees Whose Services Were Substantially Dedicated to Mitigating or Responding to the Covid-19 Public Health Emergency; and Declaring an Emergency --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2021 Tomato Festival (First Reading 10/12/2020). --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance from the Reynoldsburg City Council Supporting the Ohio Department of Transportation (ODOT) Project to Resurface US Route 40 and Other Related Improvements in Franklin County (First Reading 10/12/2020). --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance Authorizing Renewal of the City's Dental Insurance Coverage with Delta Dental for the Period from January 1, 2021 through December 31, 2022 and Waiving Competitive Bidding (First Reading 10/12/2020). --- Salvati. Finance and Administration Committee.

14. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department (Second Reading 10/12/2020). --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance to Dissolve Reynoldsburg Economic Development, Inc. and the Former Reynoldsburg Community Improvement Corporation and Transfer Any Remaining Funds to the General Fund of the City to be Distributed for Charitable Purposes (Second Reading 10/12/2020). --- Baker. Development, Parks and Recreation Committee.

- c. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department (Second Reading 10/12/2020). --- Bryant. Public Safety, Law and Courts Committee.
- d. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission for the East Main Street Roadway Improvements (Second Reading 10/12/2020). --- Strickland. Public Service and Transportation Committee.
- e. An Ordinance Assuming Maintenance Responsibility for the Full Width of Summit Road Between the Southern/Most Boundary of Parcel Number 010-018030-00.001 and the Northern/Most Boundary of Parcel Number 010-018030-00.000 Upon Annexation of Said Parcels into the City of Reynoldsburg, Agreeing to Cooperate in the Maintenance of Said Roadway, and Indemnifying the Township of Etna and Licking County (Second Reading 10/12/2020). --- Strickland. Public Service and Transportation Committee.
- f. An Ordinance Authorizing the Mayor to Enter into an Agreement with the Ohio Bureau of Workers' Compensation to Implement Coverage for Individuals Sentenced by the Reynoldsburg Mayor's Court to Perform Community Service Supervised by the Criminal Justice Administrator (Second Reading 10/12/2020). --- Salvati. Finance and Administration Committee.

15. LEGISLATION FOR THIRD READING

- a. An Ordinance Creating the Waggoner Road Tax Increment Financing Incentive Districts; Declaring Improvements to the Parcels Within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels in the Incentive District (Second Reading 10/12/2020). --- Baker. Development, Parks and Recreation Committee.

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

- a. November 5, 2020 Planning Commission
- b. November 9, 2020 Council
- c. November 19, 2020 BZBA
- d. November 23, 2020 Council

ADJOURNMENT



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Council President Leanora Jenkins called the meeting to order at 6:31 AM

PRESENT: Cotner (Remote), Baker (Remote), Bryant (Remote), Jenkins (Remote), Strickland (Remote), Salvati (Remote), Pyakurel (Remote), Lawson-Rowe (Remote)
ABSENT:

Approval of Agenda

President Jenkins: There is a change to the agenda. Item 10a on the Consent Agenda for Emergency Approval should be removed as the Ordinance needs to be amended. Otherwise, the agenda stands approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – September 28, 2020

The minutes stand approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Keith Ferrell - President of Capital City Lodge Number 9 FOP

I wanted to commend you all and appreciate the leadership you have shown as setting an example for all other communities in Franklin County to work with FOP. I know someone reached out to us, we had very good dialogue and shared concerns on both sides, from elected officials, the public, and the officers that serve the City. I think working together and having that good dialogue we were able to come up with something and I simply wanted to applaud you for your leadership and your effort in that process. Saving the tax payers thousands of dollars by simply working with the officers in your community and the Fraternal Order of Police to facilitate this and hopefully we can all move forward together. We appreciate it.

Herman Wright

6611 Glacier Avenue

Once again, I am Herman Wright, I reside on Glacier Avenue here in Reynoldsburg. I have been a citizen for about 19 years now. Since I have previously stated opposition to the

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proposed Civilian Police Review Board, I won't go into that detail again but I will only say that the proposal is a solution in search of a problem. Our Police Department is not racist, it does not have a sustained or consistent racist behavior. I noticed after my previous comments, someone went back and did research and one incident was noted, that goes back 27 years. I submit to you that 27 years is an awful long time so I don't believe whatever problem existed then, exist today. At least in my 19 years of being here I have not seen that to be the case. It has been indicated by some on Council, that some of the citizens of Reynoldsburg are concerned about possible negative interactions with the Police. As you know, I have been here twice and stated my opposition previously. What I would like to do is discuss on the other hand, something that might be a benefit to the residents of Reynoldsburg because someone said that in some prior comments that there are citizens here who have deep concerns or reservations about the possible interactions with the Police. What I suggest is that perhaps, and I congratulate Council on that fact that you guys are pretty experienced and bright people, so I think you can do a lot in a positive way to work in partnership with the Police Department. I would like to recommend that possibly Council work with the Police Department to put together some type of education for the residents of Reynoldsburg. Education in the schools. We have kids today, it's been said, who fear interaction with the Police. Now I wonder why that is. Possibly because of perceived notions. Possibly because they have never been educated by their parents on what to do in the event of an encounter with the Police. So they have not been told or their misconception or concerns have not been address either by Council, by our Police Department, by our Schools, by their parents, or whatever. I think Council could devote sometime to working with the Police Department instead. Setting up some type of education the schools so that the members of the Police Department could go into some of these classroom, and I believe we have some Police Resource Officers, but beyond that. Some of these Police Officers could be in the schools and have a discussion with these kids and not a lecture. And find out from these kids what it is they think or perceive when they have an encounter with the Police. What is it that they fear? And what should they do in the event of an encounter. I can tell you personally that I witnessed in the last several months, a family member and an encounter with the Police. I did everything I could to encourage him as to the right way to handle the encounter. Now it didn't involve him directly, it involved someone else but we happen to be present. I had to talk to him and say look, whatever the issue is, if you were involved in this encounter, right now is not the time for attitude. Now is not the time to engage in negative conversation or comments with the Police Officer. It is better for the situation, "yes officer, no officer, how should I proceed officer". If there is a problem, deal with it later. You don't deal with it at the side of the road, you don't give attitude. You don't do those things. That was my personal experience. As to adults here in the City, perhaps Council could disseminate some

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educational material to them to find out what their perceptions are and we can address these things and perhaps Council could have a meeting directly and also the Police Department and residents of the City to work on ways we could all better interact with each other. I want to congratulate all of you for your patience, your talents. I would like to congratulate the new Chief and the Assistant Chief and I hope that we can work with our Police Department in a positive way.

Director Bauman

I am going to speak to you on behalf of the Reynoldsburg Community Association. They have a few events planned for Halloween. The traditional Halloween Party that they have done for many years cannot take place obviously because of Covid so they have some new ideas. This Saturday, October 18th, will be pie pumpkin pick up. It's a smaller size for the children who are 8 and under. They can come by the Kroger at Main and Taylor, pick up a pumpkin and decorate it and there will be a virtual contest. That will be from 9:00 AM to 11:00 AM, to get specifics as to where to park and the traffic flow, if you go to the Reynoldsburg Community Associations Facebook page, you can get all of that there. Then on October 24th, there will be a Trunk or Treat at Civic Park from 3 o'clock until 6 or until candy runs out, whichever comes first. They have 21 business sponsors that will be there and have their trunks decorated and they will drive through Civic and the kids will receive their candy. Everyone is encouraged to come in costume and face mask are required of those who are participating as the decorated trunk and those driving through as well. So that is from 3 to 6 at Civic on October 24th. Beginning on October 18th until October 25th, they will have various virtual contest. If you go to the RCA Facebook page you will receive all of that information.

Chief Baker

I'm excited today to announce the hiring of Rhonda Grizzell. She has over 25 years of experience with the Columbus Division of Police. She really hit on all the areas that we were looking for in a candidate. I said that we hit a home run with this hire that would be an understatement so I am going to go ahead and say we really hit a grand slam. I want to take this opportunity to allow you meet Rhonda and ask any questions that you have.

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Presentation

Les Somogyi - Director of the Reynoldsburg Visitor's Bureau

Thank you so much for the opportunity to address you. This is my pleasure. What I would like to start with is to remind you, what I said at your presentation approximately a year ago. I came before you a year ago and said there was 290 million dollar industry in tourism in Ohio compared to about 178 million dollars in years before that. Visitors spent \$44,000,000.00 in Ohio, ten billion dollars more than 10 years before that and \$111.00 per day for trips and overnight trips. I was really happy to report that. Unfortunately, a year has gone by and we fast forward to August 2020 and the picture is not as rosy as you might expect. Travel and hospitality is one of the most effected industries in this Covid crisis. Experience Columbus has lost millions dollars in back tax revenue and the impact was felt throughout their participation and promotion of local activities and in their work place. The money lost to Ohio, Columbus and the surrounding visitors' bureaus has been tremendous. Some of the areas affected more severely than others. When you see these travelers Bureau surveys you can see why. I am going to quote some of them: 73% of the travelers planning to travel in the next 6 months, will change their plans due to Covid. 42% cancelled trips all together. 47% reduced travel plans and 27% changed the destination where they could drive instead of fly. 16% changed international travel plans to domestic. The biggest reason is obviously Covid. Other reasons included concerns about the economy and transportation costs. The majority of the people survey said they are hesitant to travel because travel restrictions and health issues. Protocols are unclear to them and they are not sure what to believe and the question is you don't know who to believe and what is going on. A huge portion surveyed said that they did not feel safe traveling outside of their community. The biggest problem is no one has a clear answer of what's going on and its effecting the hospitality industry. Here at Experience Reynoldsburg, we started the year very enthusiastically. We started with a budget and had great plans and by the middle of March all of those plans fell apart. We were able to carry out a couple of the projects. One of our partnerships with Reynoldsburg Helping Hands was very successful. That was in April. We tried to improvise on our activities and partnering with local groups that was the greatest thing we could do knowing that nothing else was going on. That was very successful. The other one was the magazine that we published in the spring that was financially successful and editorially. We hit some good points. We touched on some great things and we sold some ads and that is really what made us successful. We are currently planning the fall issue of the magazine which will focus on small business and how small business is coping with Covid. As far as the magazine is concerned it's sold out. We have no more spots for advertising. We are just

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about completed with the editorial portion of the magazine. We are also keeping an eye on opportunities to partner with other organizations. We don't have any activities right now planned, including everyone else, they are staying online. For now we are holding back. The office is currently undergoing a routine biannual state audit and should be complete in the coming weeks. To give you an idea of how bad the hospitality industry is right now, the Cleveland Visitors Bureau has furloughed 30 people, 50% of their staff. Columbus furloughed about #7%, 21 members have lost their jobs for now. The Downtown Columbus Welcome Center for Experience Columbus has closed. The Easton one is still open but the biggest office, the downtown one has closed. They lost \$6,000,000.00 in revenue and 1.5 million deficit. They are working out of their reserve as are we in Reynoldsburg. Even though Columbus, the City has lost a lot of convention business, suburbs have done fairly well. Much better than the city. Which means that we have gotten some of our bed tax. We are normally done with bed tax revenue by July, it's now October and have not reached out total of \$75,000.00, which means that the bed tax is not coming in. It's better in the suburbs than the city because they have no conventions. I am optimistic that we are doing well, we are not promoting anything because nothing is going on but we are partnering with a lot of local community organization so that we can stay relevant and we can be somewhat of a force in using these dollars and letting them work for the community. Most of the area visitors' bureaus are trying the same thing, they are trying to get involved with local organizations and trying to pivot and adapt to what's going on locally. We are just waiting until this thing is over until we can start doing the same thing we have been for the last 32 years and promoting and being a cheerleader for Reynoldsburg, we still are but in a different way. I appreciate the opportunity to tell you we are financially doing well and we are very conservatively spending and planning for the future and we are keeping an eye on what's going on. We will report to you in another year or sooner if you want on what we are doing. If you have any questions, please let me know.

President Jenkins

I have one question, since the Helping Hands project that you did was so successful, do you have any plans to do that again?

Director Somogyi

In the spring, yes. We are now partnering with the Mid-Ohio Food Bank. The Mid-Ohio Food Bank and the Reynoldsburg Education Association, we are partnering with both of those to help them raise money for food and the Education Association. That is going on right now in the next week or two. In the spring we will back again helping

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Reynoldsburg Helping Hands. That was a very satisfying project. A very good project for Reynoldsburg and a smart way of spending money.

President Jenkins

Thank you for coming in and giving that report, it was very educational. I know everyone is suffering because of Covid and things are much different. I just learned today that the Polaris Mall is extending their hours, so things are starting to open up but things with the arts as far as bringing in tourism into Reynoldsburg and Columbus are quite different. Hopefully, beginning in 2021, things will be different we hope.

Director Somogyi

I can assure you, I am keeping an eye on this whole thing on a monthly basis. Especially with Experience Columbus which is the major organization we belong to and to see what's going on there and the suburbs. Whatever happens, we will be on top of it and we are trying to make the best decisions we can and we are hoping to see more activities within the next 10 to 12 months.

Communications

There were no additional Communications.

Treasury Report

TREASURY BOARD MINUTES FOR SEPTEMBER 2020

Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING BREAST CANCER AWARENESS MONTH

Councilmember Lawson-Rowe

I would like to introduce to some who don't already know, our Community Positive Contributor, Juanita Dean. Ms. Dean works with the food service team so she actually serves lunch to many of our Summit Campus students.

Mrs. Dean

Madame President of Council, Clerk of Council, Members of Council and Mayor Begeny, good evening. I am thankful for this opportunity to speak with you today in the



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month in which we commemorate breast cancer awareness. I would like to thank my good friend, Councilwoman Meredith Rowe for inviting me to speak this evening. We watched our sons grow up in the Reynoldsburg School District, taking classes together and playing sports together, and we are proud that they are now fine college students. My name is Juanita Dean and I am a breast cancer survivor as of July 2019. My family has a history of breast cancer. My grandmother passed away at the age of 54 from breast cancer. I would like to share with you my experience with breast cancer, how I discovered it and what I went through. First, I give honor to my Lord and Savior Jesus Christ, for his grace and mercy that brought me through quite an ordeal. Second, I am thankful for the support, love, kindness and care extended to me from many friends, families including my church family, and the medical staff that so diligently worked with me throughout my procedures, surgery and the various treatments.

On my daughter's birthday, November 29, 2018, I saw an unusual lump on the upper part of my left breast. I thought it was like a large mosquito bite, but when I looked at it, it was under my skin. I asked my husband to look at it, and he was immediately concerned. He took me to the emergency room.

The doctor examined the lump and said that they did not have the equipment needed for further testing, so they advised me that I make an acute visit with my OB/GYN. At my visit, my OB/GYN advised that she would make me an appointment with a breast cancer doctor because she didn't like what she saw. She also sent me for a biopsy. After the biopsy, I visited my breast cancer doctor, Doctor Slam, whose review of the pathologist' report confirmed that I had breast cancer. Fortunately, Dr. Slam told me that I had caught it very early and it was a Stage 0 cancer, but they needed more tests to see how severe the cancer was and if it was aggressive.

The day after Christmas, I went in for my lumpectomy. They removed the mass and took out three lymph nodes. Thankfully, the lymph nodes did not show any signs that the cancer had metastasized, or spread, so it was confined to that area of my breast. They sent the cells off to a genetics lab in California that conducted what they call an "oncotest." This test checked 21 different genes to see how aggressive the cancer was and the actual size of it.

The test results came back and my cancer was upgraded to a stage 2 cancer (it was about 2.3 cm, almost an inch wide). But also, the oncotest revealed that this was an aggressive cancer -grade 3. Another part of the test looked for how aggressive the cancer was and

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its future behavior. Anything below 25 meant that I did not need chemotherapy, just radiation treatment. A score of 31 and higher meant that my chances of survival without chemotherapy were not good and the cancer could return in other parts of my body. My score was a 67.

I underwent 4 treatments of chemotherapy at the Zangmeister Center, one treatment every three weeks. The chemo treatment itself wasn't bad, but after each session, I was extremely tired and nothing tasted good. My family encouraged me to eat and take in nutrients to keep my strength up. Every day, my husband would check my temperature and try to feed me and keep me hydrated. I spent most of my days in bed or sitting up in a recliner. My family kept our house very sterile and germ-free.

One of the worst parts of my chemo was losing my hair. My fingernails and toenails turned dark as the chemo made its way through my body, killing both good and bad cells. The best day for me was the day that I had my last chemo session. In the cancer centers, they have a bell that you can ring when you've completed your sessions. It's like graduation day. I was so happy when I got to ring that bell! My husband and son were right there to watch me.

After my chemo sessions, I had to have 20 radiation treatments, every day except weekends. My second happy day was when my radiation treatment was completed and I got to ring the bell again! The blood tests revealed that I was an official cancer survivor. I still have to take a cancer pill for five years and get my blood work checked and my hair is starting to come back, but I thank God for being with me and comforting me throughout my treatment. I could not have made it without the Lord and I was encouraged and hopeful from the start. I never shed a tear upon discovery and during my treatments!

I encourage every woman and young ladies to start early, making sure that you get regular mammograms and pap smears. It was by chance that I found my lump. I hope and pray that if life takes you down the path that I had to go through that you find yours early as well. I am a living testimony and I love to share my story to anyone, with the hopes that it will be an encouragement to someone who may have cancer. I have new life, new hope, new faith and new hair!

I thank you for allowing me to speak to you today. May God bless you all. I AM A SURVIVOR!

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President Jenkins

Thank you for coming and speaking and sharing your story. Self-exams actually work and that was amazing that you were able to discover it yourself without waiting.

Councilmember Baker

Her story touched me very deeply. My mom passed away from breast cancer, they gave her a few months but she lasted 2 years. She passed just before the age of 50, which is very young. I am over here getting misty eyed because I have seen what you went through. My mom losing her hair, nails and appetite. I want to commend you for not giving up. My mom never gave up, she went outside. I always said she didn't give up on time, time just ran out. I just want to say, I commend you and all of the women who are survivors. Please get check out, whether it's a pap or breast, get checked out, men too! Thank you.

Mrs. Dean

Bless you, thank you.

Councilmember Lawson-Rowe

Thank you Mrs. Dean for sharing your story. I commend your spirit and willingness to share. I would like to offer a resolution for Breast Cancer Awareness month.

Councilmember Lawson-Rowe reads the resolution into the minutes.

Councilmember Strickland

I know them personally. She was a fighter and is a fighter. When going through this entire process. She was at the football games, the basketball games, cheering just not her child on but every child that played. I just want to thank you so much for being here this evening. My husband and I prayed for you, our kids are friends and you know you are a survivor and I appreciate you just keeping on that fight and not giving up. Every time I saw her she had a smile on her face. Only but the lord and your husband who was your strength and your child who was there. It was a family effort. I saw you when you were going through this entire process and I thank God you are still here fighting on and continuing that fight.

President Jenkins

She is my neighbor and we have been together on the football sidelines. Baseball sidelines, cheering our children on. We have been speed demons on the highway getting

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to church. I am going to tell all your secrets. We have been together for a number years and I have seen you go through this process and I want to thank you for putting up with Evan in the lunchroom line because he can be something else. I want to say I appreciate you and we have had such a fun time enjoying our children in sports. I am very happy that you are a survivor and have been very blessed.

Mrs. Dean

May I say something about Mr. Cotner? His wife was my son's teacher and we love her. Please tell her we say hello Mr. Cotner.

Councilmember Cotner

I would be happy to do that, we kind of love her too. She has been listening and hears and wishes you her best also. Thank you so much,

Mrs. Dean

Thank you everyone, have a good evening.

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

A MOTION TO APPROVE A RESOLUTION RECOGNIZING DOMESTIC VIOLENCE AWARENESS MONTH

Councilmember Bryant reads the motion into the minutes.

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

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Reports

Liquor Permit

KWIK 7596 LLC LIQUOR PERMIT

Chief Baker

This application for a liquor permit transfer for NBT Investment Group LLC to Kwik 7596 LLC. The owner Kwik 7596 LLC is <INAUDIBLE>. The owner is doing business as Kwik N Kold Drive Through and 7959 East Main Street. He does not hold any other liquor permits at this time. There has been 3 police related calls at the location from 2010-2020, the most serious call for service was on March 26, 2020. This call was an assault. The old permit holder was cited just this year on July 25, 2020 for furnishing alcohol for a person under 21 years of age. The Ohio Department of Liquor Control advised us that this violation will need to be cleared up prior to the transfer of the license. The business is not situated in an area that would have an adverse effect on any hospitals, schools or playgrounds. I recommend that we do not appeal this transfer. I do not believe we need to request a hearing.

Auditor's Report

The Clerk of Council advised the City Auditor had submitted a by department financial report for the months of July and August 2020.

AUDITOR'S REPORT JULY, 2020

RESULT:	READ INTO THE MINUTES
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AUDITOR'S REPORT AUGUST, 2020

RESULT:	READ INTO THE MINUTES
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Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for October 12, 2020.

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

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An Ordinance Creating the Waggoner Road Tax Increment Financing Incentive Districts; Declaring Improvements to the Parcels Within Each Incentive District to be a Public Purpose and Exempt from Real Property Taxation; Requiring the Owners of Those Parcels to Make Service Payments in Lieu of Taxes; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the Deposit of Those Service Payments; and Specifying the Public Infrastructure Improvements that Benefit or Serve Parcels i

Attorney Shook

This is just for an amendment, we discussed this at the public hearing at the last Council meeting. There was a new section 5. The purpose of this is to make proper distribution of service payments to the Board of Trustees for Truro Township associated with a renewal levy they had passed January 2006.

Director Cotner

Just real quick. This is on for approval this evening and this is a good development tool that can be used. Taxes that would be paid go to the County and the City kind of help with this infrastructure. It would be pretty detailed to go through TIF project I just think that the community should know if they want to ask and understand a little more. Sitting and listening to some of the developers talk like Andrew explaining how TIFs can be beneficial to the City and the community, it's very interesting. The benefits and possibilities are good and hopefully we can see the advantages and the needs here. Quite a few homes coming so thank you.

Councilmember Baker makes a motion to move the ordinance as amended and reflected in the Council packets to Council for third reading and approval as amended. Second by Councilmember Lawson-Rowe. Motion carries.

AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO --- Baker. Development, Parks and Recreation Committee.

Attorney Shook

I would ask that Council not forward this for a second read this evening. We are currently in the process of working through to make all the changes that we identify as helpful and necessary. We do have a small group of people who are continuing to work on that and we will certainly accept suggestions. Not just from Council but from

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the public as well. We are not asking for this to go forward for a second read at this time, we are going to slow down the process and make sure we do it right.

Councilmember Lawson-Rowe

I just wanted to make it public that I received a call from a neighbor who had a concern with the color of paint that was on an area business and after contacting Director Dorman, I understand the code that is enforced regarding paint is only for Historic Reynoldsburg. I just wanted to make that public that I did address this neighbor's concerns and if we need to discuss during the renovation of the current code, I just wanted to put that out there.

Attorney Shook

I also want to make a note, I miss spoke earlier. This has not even been sent to Council for a first read so we are holding off until the first meeting in November, at which time Council will need to send it to the Planning Commission.

Councilmember Baker makes a motion to table the ordinance until the November 9, 2020 Council meeting.

RESULT:	REFERRED TO COUNCIL	Next: 11/9/2020 6:30 PM
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An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2021 Tomato Festival

Director Bauman

This ordinance is to help prepare for the 2021 Tomato Festival. We are going to be very optimistic that we are going to be able to have that event. We would like to enter into an agreement with MPE for media promotions, they will be the booking agent as well as production services. We are requesting that this contract not exceed \$90,000.00 for both of those services.

Councilmember Baker makes a motion to move the ordinance to Council for a first read. Second by Councilmember Pyakurel. Motion carries.

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

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Public Service & Transportation Committee

This is the Public Service and Transportation Committee meeting for October 12, 2020.

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

An Ordinance from the Reynoldsburg City Council Supporting the Ohio Department of Transportation (ODOT) Project to Resurface US Route 40 and Other Related Improvements in Franklin County

Director Dorman

If you remember last year before I came on board, Director Bowsher spoke about how ODOT is coming through as part of the Urban Paving program to do Main Street. The good thing was you guys were fourth right enough to get all the utility work done ahead of time. So what they are going to be doing now is coming through and both districts are going to be working together and getting the entire section of Main Street re-paved in the corporate limits. Which is great because there are two different ODOT districts that handle that. Part of that program does require us to pay 10% of that cost, what we are doing now is agreeing to reimburse ODOT for those expenses.

Councilmember Baker

I noticed that the parts going down Main Street, they are putting in new sidewalks, which I do applaud. Is there plans to continue to expand that toward the boundary line?

Director Dorman

Yes, that's a good question. We have talked about that and a few meetings ago about beginning a sidewalk program again next year. We're going to look at some areas where we have missing gaps. Areas that where no sidewalks exist and its preventing pedestrian access from certain areas of the City. I think when we look at that corridor, I don't want to speak too far ahead but there are some opportunities for develop and those major sections where we are missing leisure trail or sidewalk. Hopefully those areas develop and that would be a requirement from the developer. Anywhere you see, like what's happening with MI Homes on Waggoner Road, they will build the leisure trail or the sidewalk along the fringe of their property. That helps offset the City's cost and contribution which is great. They will then take up some of those gaps.

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Hopefully as we move along and development occurs, <INAUDIBLE> we will come in behind and connect the dots.

Councilmember Baker

Thank you. I just wanted to ask because the other day I saw a gentleman walking the small brim at Kroger. It is a safety concern.

Director Dorman

Yes I do agree. I see people a lot and riding bikes all the way to Amazon and that sort of thing.

Councilmember Strickland makes a motion to move the ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries.

Finance & Administration Committee

This is the Finance and Administration Committee meeting for October 12, 2020.

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

An Ordinance Authorizing the Mayor to Enter into a Contract for City Insurance for 2020-2021, Appropriating Funds, Waiving Competitive Bidding, and Declaring an Emergency

Councilmember Salvati

This ordinance is being brought forth as a single read emergency tonight. As all of the Councilmembers hopefully will know, about 2 weeks ago we go a rather detailed memo explaining this ordinance. However, rather than me trying to paraphrase I am going to ask Director Boller to read into the record what this is about.

Director Boller

This piece of legislation is to request the changing of our liability and automobile insurance carriers and the policy date to be effective 10/14 of 2020. Part of this is the City has an obligation to carry a \$10,000,000.00 flood policy on the YMCA property as part of our package. We were originally quoted and it was confirmed that we have the coverage at the beginning of 2020 and at an exceptionally low rate. However, it was never listed on any of our policies. After much follow up we were advised



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through our broker that Trident would not be giving us the coverage as promised for the flood and they would refund our money. Of course that was not our desire to be refunded, we wanted the coverage. The second issue is that we are dealing with our insurance is that we have had a fairly large loss of ratio over the last few years. We are looking at a substantial increase in premiums and I have now been advised in writing by Trident that we are looking at a \$50,000 and \$65,000 increase in premiums for the coming year if we don't take some action. This would still require us to secure a flood policy separately. We would be up \$50,000 to \$65,000 and then buying an additional flood policy. With all of these factors in place, our broker at <INAUDIBLE> has been working really diligently for us to secure the same coverage with Zurich, another company that would give us the \$10,000,000.00 flood policy at a premium of \$252,707.00 for the year. They offered to have this go into effect on the 14th which would then in fact give us the \$10,000,000.00 flood coverage that we need on the policy. I know this is unusual and I do appreciate the one read but with our loss ratio, we run the risk if we don't find this coverage soon that we will have another loss and the potential for us rescind the offer of coverage. If you have any questions, I would be more than happy to answer them for you.

Councilmember Salvati makes a motion to move the ordinance to Council for emergency approval. Second by Councilmember Strickland. Motion carries.

An Ordinance Authorizing Renewal of the City's Dental Insurance Coverage with Delta Dental for the Period from January 1, 2021 through December 31, 2022 and Waiving Competitive Bidding

Director Boller

This is our annual renewal for dental coverage. Earlier in the year we were informed that we weren't going to have a rate increase and we would not have a rate increase for 21 and 22. I do have good news occasionally and that is a piece of it. Also, this is not part of this legislation, we were informed this week that because we are in an as is renewal for the City's vision coverage, we will have no rate increase through January 21, 2024. So occasionally I do bring good news.

Councilmember Salvati makes a motion to move the ordinance to Council for first read. Second by Councilmember Baker. Motion carries.

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Consent Agenda for Emergency Adoption

72-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY INSURANCE FOR 2020-2021, APPROPRIATING FUNDS, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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

LEGISLATION FOR EMERGENCY ADOPTION

71-2020

AN ORDINANCE TO APPROPRIATE MONIES FROM THE CARES ACT FUNDS FOR COVID-19 PANDEMIC RELATED EXPENSES OF THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Auditor Cicak

This was written by our City Attorney Chris Shook. I gave him the information this afternoon.

Attorney Shook

Yes, we received word from the City Auditor today that we have additional funding that has now been given to the City from Franklin, Licking and Fairfield County Relief Funds. The ordinance will need to be amended to reflect the amount that we received from those accounts.

Clerk Prasher

The Franklin County amount will now increase to \$2,170,685.30. The Licking County amount will increase to \$342,429.64. The Fairfield County appropriation will increase to \$47, 693.86. Council would need to amend the resolution to reflect those new amounts.

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Attorney Shook

To give Council a preview of an ordinance that's going to be coming before you at the next October meeting. We did receive guidance from the United States Treasury Department as well as the state of Ohio, giving us more clarification as to how we are able to spend this money. We anticipate that legislation will come before you that appropriates certain amounts of this money for public salaries and benefits.

President Jenkins

These amounts that we are amending, these are the total amounts that we received or is there a difference in the additional amount?

Auditor Cicak

The Franklin County amount already included the \$500,000 amount that was already appropriated. I think the Clerk has already read that.

Councilmember Pyakurel

This is the same amount that is to be spent by the end of the year or is this different money?

Auditor Cicak

The date is actually 12/30. We need to have it spent and in service or the goods and services done by 12/30.

President Jenkins requests a motion to amend the ordinance to increase the financial appropriation by Franklin County to \$2, 170, 685.30, increase Licking County's appropriation to \$344,429.64 and increase Fairfield County's appropriation to \$47, 693.86. Councilmember Baker motions to amend the ordinance. Second by Councilmember Strickland. Roll Call Vote: Cotner: Yes, Baker: Yes, Bryant: Yes, Strickland: Yes, Salvati: Yes, Pyakurel: Yes, Lawson-Rowe: Yes.

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

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Consent Agenda for First Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2021 TOMATO FESTIVAL --- Baker. Development, Parks and Recreation Committee.

RESULT: **REFERRED TO COUNCIL** **Next: 10/26/2020 6:30 PM**

AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE US ROUTE 40 AND OTHER RELATED IMPROVEMENTS IN FRANKLIN COUNTY --- Strickland. Public Service and Transportation Committee.

RESULT: **REFERRED TO COUNCIL** **Next: 10/26/2020 6:30 PM**

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2022 AND WAIVING COMPETITIVE BIDDING --- Salvati. Finance and Administration Committee.

RESULT: **REFERRED TO COUNCIL** **Next: 10/26/2020 6:30 PM**

Consent Agenda Second Reading

RESULT: **REFERRED TO COUNCIL [UNANIMOUS]**
AYES: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE PARKS AND RECREATION DEPARTMENT --- Baker. Development, Parks and Recreation Committee.

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AN ORDINANCE TO DISSOLVE REYNOLDSBURG ECONOMIC DEVELOPMENT, INC. AND THE FORMER REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AND TRANSFER ANY REMAINING FUNDS TO THE GENERAL FUND OF THE CITY TO BE DISTRIBUTED FOR CHARITABLE PURPOSES --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE ASSUMING MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF SUMMIT ROAD BETWEEN THE SOUTHERN/MOST BOUNDARY OF PARCEL NUMBER 010-018030-00.001 AND THE NORTHERN/MOST BOUNDARY OF PARCEL NUMBER 010-018030-00.000 UPON ANNEXATION OF SAID PARCELS INTO THE CITY OF REYNOLDSBURG, AGREEING TO COOPERATE IN THE MAINTENANCE OF SAID ROADWAY, AND INDEMNIFYING THE TOWNSHIP OF ETNA AND LICKING COUNTY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO BUREAU OF WORKERS' COMPENSATION TO IMPLEMENT COVERAGE FOR INDIVIDUALS SENTENCED BY THE REYNOLDSBURG MAYOR'S COURT TO PERFORM COMMUNITY SERVICE SUPERVISED BY THE CRIMINAL JUSTICE ADMINISTRATOR --- Salvati. Finance and Administration Committee.

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Consent Agenda for Third Reading

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

73-2020

AN ORDINANCE CREATING THE WAGGONER ROAD TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT --- Baker. Development, Parks and Recreation Committee.

75-2020

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES --- Bryant. Public Safety, Law and Courts Committee.

76-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE RADIOS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING --- Bryant. Public Safety, Law and Courts Committee.

77-2020

AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2019) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

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78-2020

AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2019) FOR COLLECTION BY THE LICKING COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

79-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ODOT FOR GUARDRAIL REPAIRS ON SR-256 WITHIN THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

80-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2021 STREET IMPROVEMENT PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Strickland. Public Service and Transportation Committee.

LEGISLATION FOR THIRD READING

74-2020

AN ORDINANCE TO ESTABLISH CHAPTER 163 CIVILIAN REVIEW BOARD FOR THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Bryant. Public Safety, Law and Courts Committee.

Councilmember Cotner

I would like to have this item pulled to talk about it individually. I don't need to talk a lot about it, we are on the third read on it. It's something that I support our Police Department and Leadership and what they are doing so well. Several of you joined today at the swearing in of the new Deputy Chief who is a female. A new African American male being sworn in as an Officer. There is a lot of positive happening in our Police Departments with our leadership and Officers and I simply, Council has an obligation and duty to make sure our Officers are acting appropriately, our leadership within the department is acting appropriately and to put another Civilian Review Board as an obstacle for our Officers serving, is not something that I can support. I wanted to make

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sure that we separated. I talked to several Officers and I know we had the FOP on here and they will accept it and I get but they accept it because they don't get a lot of choice and granted it doesn't over step bounds. It continues to keep the rules in place and the Review Board doesn't maintain powers that are over reaching but I still feel like this is a step away from what we should do and what our officers should be getting from us. I just wanted to make those comments and I appreciate you separating this for a separate vote.

Councilmember Strickland

Thank you Councilmember Cotner for your comment. I believe also that with the Civilian Review Board that will be in place hopefully here soon, this is just another step of transparency when it comes to our Police Officers according to our neighbors. Even though someone who has lived here for 19 years have never experienced racism or discrimination that is perfectly fine. This is just another step that we can bring our community together. By having the FOP support and some of our Police Officers support, to me this is just another step to saying we are the City of Respect. I personally have spoken to some of our business owners here in Reynoldsburg that felt as though there were discrimination based off their race because they are black. Let me be transparent. I believe that our Officers are doing a great job here. To me this is just saying yes we hear your concerns, we are also listening and backing our Police Officers here. But again for me it's just another level of respect and acknowledgment that yes things do happen in every department, in every City and I believe the time is now to move forward with the Civilian Review Board.

Councilmember Bryant

I wanted to say thank you Councilmember Cotner for your comments but I think there is an opportunity here rather than an obstacle. I think that we have a fantastic law enforcement agency here in Reynoldsburg but things do happen sometimes and we have an opportunity to allow the resident or whoever is making the assertion, gives them opportunity to bring it to the attention to the officer. Maybe as white men and women, we don't always see things that happen. There are a lot of things that can slip by us unnoticed. I would like to think of this as a potential teaching opportunity for some of our officers if that becomes necessary. Ultimately, this is transparency and it allows a feeling of comfort when there is transparency. It doesn't give that feeling that we are trying to hide something here. I think ultimately this will be that opportunity as opposed to an obstacle.

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Councilmember Cotner

Again, I agree that I love the learning aspect. I think that our Officers are continually trained and I love that Chief Baker is making it a priority to continue to evolve in the department. My feeling is still specifically about this board. Each point that both Councilmembers made are fantastic points and I do agree that there are things that I may not see or feel. I want us to be accountable. I want us as Councilmembers to be accountable. Councilmember Bryant, we got an email just a few days ago from someone talking about racist concern in the fire department. Even though that wasn't our control, I immediately reached out to Fire Chief and found out that that person wasn't here in our town, replied back to the email to the resident and there was an immediate action of concern, connect from Council and connected even up to our Fire Department which is a partner of ours and not in our control. That concept and idea that concerns should be addressed and intimidation and racism should be put down, trained and navigated as well. I am 100% in favor of. I appreciate that we are having a positive dialogue about this. So thank you both very much and all for the comments. I continue to believe that we can always do better as our Police Officers and Leadership. I love the path they are taking, I love the efforts that are being made and see the growth that continues. When Councilmember Salvati said a couple of weeks ago that we hope this Board never does anything. This is not a Board that is actively meeting and engaged, its one that is going to respond. I think that's where we have got to make sure we have Councilmembers and department in the force responsible. We have approved the contracts that are negotiated between the City and the FOP. We have our City Attorney come in and talk about when there is allegations and lawsuit. I feel it's more appropriate that we handle and work together as opposed to handing it to this board. Thank you for the comments, feedback and interaction. Its good dialogue, thank you.

Councilmember Strickland

Thank you for this transparent dialogue as well Councilmember Cotner. Today I witnessed the swearing in of our new deputy chief and our newest officer, Officer Shaw. Seeing them take the oath to protect and serve surrounded by their family and friends was heartwarming. As I stated before, I see the City as a partner with the police and we stand shoulder to shoulder with them. I see the Civilian Review Board as a bridge for both RPD and our community members. This review board is not in response to any situation, it is a proactive measure the city is putting in place Reynoldsburg is the city of respect. I see the civilian review board as completing the channels of communication. I acknowledge in the past there have been concerns with certain officers and we are working to address those concerns. This review board will allow neighbors another communication tool if needed

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after submitting any concerns to the police department. Thank you Attorney Shook and team for creating this foundation. It further confirms we are the City of respect and with that I fully support this legislation.

Attorney Shook

I just want to make a couple of comments as this Council knows, I rarely give any kind of personal commentary during City Council meetings. I understand my role here is to give legal advice. I will say for the last nine and half months, I will say probably more than anyone here is this meeting, I have had the honor and privilege to work with our Police Officers. I have a tremendous amount of faith in their ability and service to our community. There is nothing about this legislation what so ever that is directed at them or their professionalism. This is something that we work very hard on. Very careful to incorporate and involve the Fraternal Order of Police. We felt that their position was important. Not just because we have a collective bargaining agreement with them but they represent our officers. And we need our Officers to know that this was not directed at them. We have the utmost faith in their abilities and in Chief Baker and new Deputy Chief Grizzell are providing. I would reiterate Councilmember Salvati's comments from the last meeting. We hope that we have a Civilian Review Board that has very little to do. And everything that I have seen so far this year, I have not seen a case yet this year that would be something that would ever go before the Board. I think that this is something we are doing to be proactive and I do hope that Council passes this ordinance this evening.

Councilmember Pyakurel

Let me tell you what happened today. We were in the shopping mall and there were two police officers standing there and my son jumped out of the car and started shouting Officer Hines. And the only thing he knows is that Officer Hines was the one that would give him stickers every time he saw him. I believe that in Reynoldsburg our Police Officers are doing excellent jobs and I want to thank them for their service. And also this legislation <INAUDIBLE> I think will support our Officers. And to our community it will bring us together, I have full support for this legislation. Thank you.

Councilmember Baker

One thing, I am going to put it out there. I support this legislation. This is an opportunity for both hands, the community and the Police Force to come together and do something great. This legislation makes those who serve on this board learn what the Police Department does so they can get a better feel of what the Police have to do on a daily

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basis. It's not easy to enforce the law. Just like its not easy being a ref on a football field. You are always going to have somebody who is going to argue with you over the rules. This gives a great learning opportunity between the two departments. We are on the right steps to what has deeply hurt this county as a whole. The trust in the Police force. I think our Police Force is doing an excellent job here in Reynoldsburg. At the end of Council meetings when I say thank you to the Police force, it's not just to say it, I'm saying it because the proof is out there. Also, I have the utmost respect for Chief Baker, not just because he has the same last name as mine but he is doing an awesome job with our Police Force and it is being recognized. This is just a step closer to bridging the gap that has long been divided. I whole heartedly support this legislation. I am going to reiterate what everyone said that Councilmember Salvati said at the last Council meeting, I hope this review board has nothing to do because that means we are doing a good job.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Meredith Lawson-Rowe, Councilwoman
AYES:	Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner

Other Council Matters

Councilmember Lawson-Rowe

May I offer a big shout out and a word of thanks to our teachers and our work from home parents that are juggling our young people that are learning virtually. First of all a shout out to the teachers that are on the front lines in the classroom, face to face with their students in desk. Second of all, shout out to those wonderful teachers that are actually teaching and meeting with our students in environments such as this. And three, a super shout out to the work from home parents who are in environments such as this, in boxes, they have their students positioned around their home learning. I have had an opportunity to participate in second grade virtually the past couple of weeks. I have a new respect, hats off to the teachers.

President Jenkins

Thank you. And you forgot to add in the Grandparents and the Aunts and everyone else that is having to help. It's just not for the high school, middle school, elementary school. It's been a learning process for us all I believe, learning how to handle zoon and how to deal with Facebook live and all the different types of technology that we have all had to learn and adjust to. With that also, hopefully soon we will be able to meet in Council chambers are

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equipment is here and being tested and our Clerk Mollie testing it and making sure we are going to be able to meet. Hopefully the next Council meeting, we do plan to meet in person. Hopefully once we get all of that technology under our belt, we will be able to meet at our next meeting in October 26.

Councilmember Baker

Go Raiders, they have another play-off game, let's bring this one home too. I would like to continue my tradition of thanking the Police Department, the Fire Fighters, men and women in the service and those who are serving in the retail industry and logistic industry and helping to keep things going in this Covid thing. Just like everyone, I can't wait to see the light at the end of the tunnel. I would like to say thank you to those and all the teachers that are working hard to make sure that are young people are getting a quality education during this pandemic. A special shout out to my wife as well.

Upcoming Meetings

October 15, 2020 BZBA
October 26, 2020 Council
November 5, 2020 Planning Commission
November 9, 2020 Council
November 19, 2020 BZBA
November 23, 2020 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

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

MOTION REQUEST

DATE: **October 26, 2020**

TO:

RE: **Annexation Services for US 40 and Summit Road**

Approval:

Pending Joe Begeny	Pending Chris Shook	Stephen Cicak
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A request for annexation has been received for property along US 40 and Summit Road for a proposed development. This resolution is required by ORC §709.03(D) to be provided to the Licking County Commissioners within twenty days following the filing of an annexation petition.

**A MOTION TO APPROVE A RESOLUTION STATING WHAT SERVICES THE CITY
OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF
PARCEL NUMBERS 010-017466-00.000, 010-018030-00.000, AND 010-018030-00.001 IN
LICKING COUNTY**

WHEREAS, Howard and Rosemary Emswiler, owners of parcels numbers 010-018030-00.000 and 010-018030-00.001 and Robert Foster and Neal Seymour, owners of parcel number 010-017466-00.000 are requesting annexation into the City of Reynoldsburg; and

WHEREAS, Ohio Revised Code §709.03(D) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation to the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTY OF LICKING, STATE OF OHIO, THAT:

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

- A. The services of a full-time administrative staff including the City Attorney, City Auditor Utility Clerks, Clerk of Court, and Income Tax Commissioner.
- B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.
- C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately five minutes.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

- D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Etna Township Fire Department, which currently services the territory with fire protection and emergency medical services.

- E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.

- F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.

- G. In addition, the properties included in the annexation territory will be enhanced due to the following Village amenities:
 - 1. The following parks and public facilities:
 - a. Parks - JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
 - b. The Livingston House and Park
 - c. Reynoldsburg Senior Center
 - d. Reynoldsburg Community Center

Section 2. Wastewater collection and treatment and water treatment and distribution. The City has the capacity and will be able to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the financing of the construction of the water and sewer mains.

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

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Licking County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Licking County. The term “buffer” includes open space, landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Licking County

Section 6. This Resolution is effective on the earliest date permitted by law.

RESOLUTION

IN THE MATTER OF FILING EXPEDITED II PETITION AND MAP FOR ANNEXATION –
ETNA TOWNSHIP TO THE CITY OF REYNOLDSBURG – CIMINELLO/AGENT - FILE
#6-2020 - (137.542+/- ACRES)

BE IT RESOLVED by the Board of County Commissioners, County of Licking, State of Ohio:

That we did hereby receive and file an **EXPEDITED II** annexation petition, map by Anthony Ciminello, 411 East Town Street, Floor 2, Columbus, Ohio 43215, as required by ORC Section 709.02 -- 709.11, to annex certain territory, adjacent and contiguous to the City of Reynoldsburg, containing 137.542+/- acres, more or less, in Etna Township; also known as File #6-2020.

BE IT FURTHER RESOLVED that the file date for this annexation is hereby noted as October 15, 2020 and this annexation will create a divided road for which a Highway Responsibility Ordinance (HRO) is needed. At the time of the filing of this annexation, the HRO is in the process of being executed. Under ORC 709.023(C), the petitioners have 20 days after the filing of the petition to file the HRO with the Board of County Commissioners.

CC: Michael L. Smith, Auditor
Clerk, City of Reynoldsburg
Fiscal Officer, Etna Township Trustees
Anthony Ciminello, Agent
E-911
Jared Knerr, County Engineer
Brad Mercer, Planning Department
City of Reynoldsburg Water Department
City of Reynoldsburg Engineer Dept.

Sheriff Randy Thorp
Board of Health
Board of Elections
Board of Education
Bill Hayes, Pros. Atty.
Mayor, City of Reynoldsburg
Carolyn Carnes, I.C. Pros. Atty.
Angela Farley, Planning Dept.
FILE

Motion by **FLOWERS**

seconded by **BLACK**

that the resolution be adopted was carried by the following vote:

YEAS:

NAYS:

Timothy E. Bubb
Duane H. Flowers
Rick Black

Adopted: October 15, 2020


Beverly Adzic, Clerk/Administrator



3

Date: 8/17/2020(Expedited I or II Only)

To: The Board of County Commissioners of Licking County, Ohio
Licking County Administration Building -4th Floor
20 South Second Street
Newark, Ohio 43055

PETITION FOR EXPEDITED II ANNEXATION OF 137.542 +/- ACRES IN
Etna TOWNSHIP TO THE CITY/VILLAGE OF Reynoldsburg

The undersigned, 100% of the owners of real estate within the area hereinafter described in Exhibit "A" and consisting of 137.542 acres in Etna Township, Licking County, Ohio, adjacent to the City/Village of Reynoldsburg, do hereby respectfully petition the Board of Licking County Commissioners to cause such territory to be annexed to the City/Village of Reynoldsburg under authority of Sections 709.02 to 709.11 of the Revised Code of Ohio.

The number of owners within the area are 4 in total.

1. Attached to this petition and made part hereof is a full legal description marked Exhibit "A".
2. Attached to this petition and made part hereof is an accurate mylar (map) of the area to be annexed, marked Exhibit "B"
3. Attached to this petition and made part hereof is a list of parcels in area to be annexed and adjacent territory that includes name of owner, mailing address of owner and permanent parcel number, marked Exhibit "C".
4. Attached to this petition and made part hereof is a certified copy of either an annexation agreement or a cooperative economic development agreement between the township(s) and the municipality marked Exhibit "D". (Applies to Expedited I, II- if excluded from the township(s), and III only)
5. Petition includes statutory disclosure statement in bold face, capital letters regarding waiver of appeal rights. (Applies to Expedited I and II only)

The undersigned petitioners do hereby designate Anthony Ciminello, who is located at 411 East Town Street, Floor 2, Columbus, OH 43215, as their agent. His phone number is (614) 778-7743; Fax number is 614-228-1790; and his email address is anthonyciminello@gmail.com

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

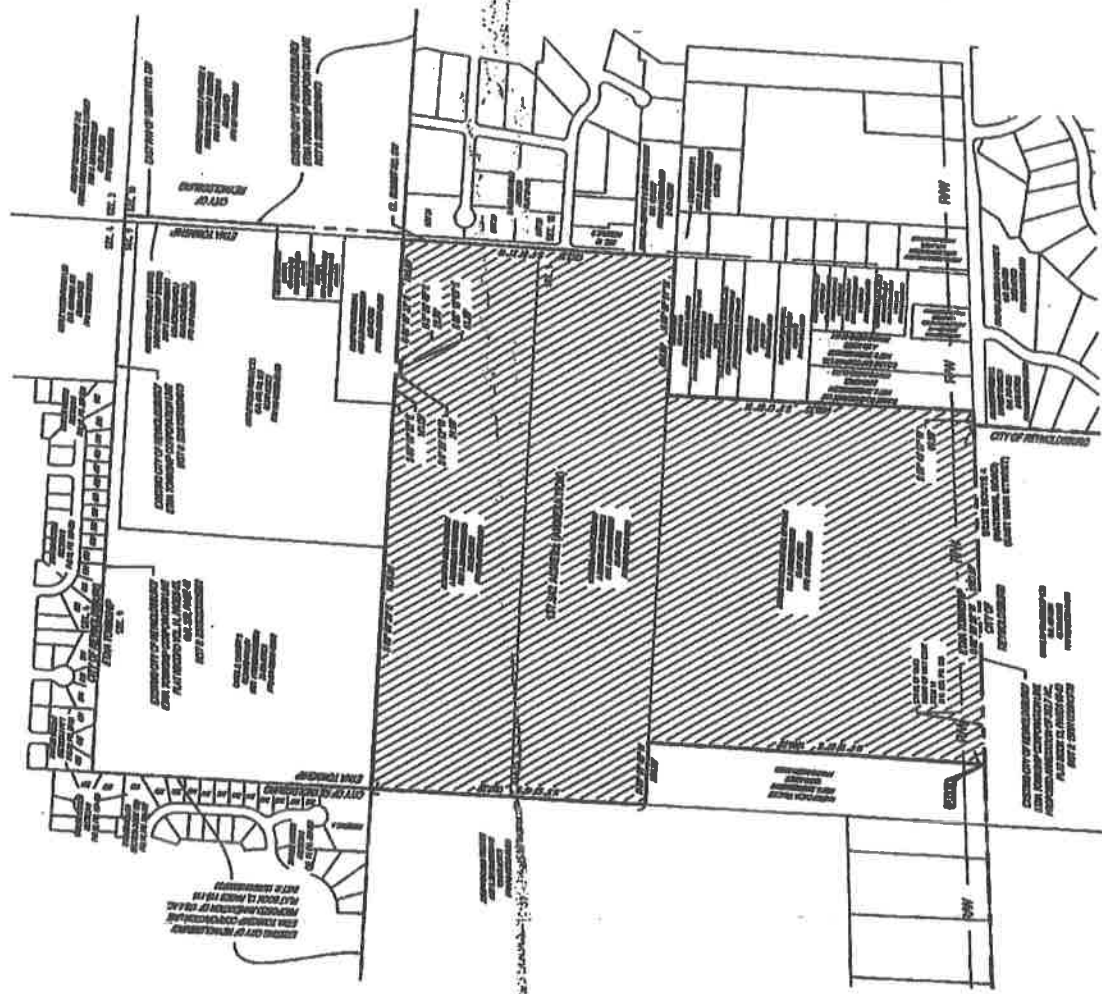
Name	Address	Date
<u>See Exhibit I attached hereto.</u>		

Revised: 01/15/2004mm

A: New Annexation procedure revision

THE INFORMATION CONTAINED WITHIN THIS DOCUMENT SHOULD NOT BE CONSIDERED LEGAL ADVICE. SHOULD YOU HAVE ANY QUESTIONS REGARDING ANNEXATIONS, PLEASE CONTACT COUNSEL

Attachment: 2020-07 Annexation Services for US 40 and Summit Road Exhibits (Annexation Services for US 40 and Summit Road)

**VELOCITY MAP: NOT TO SCALE**

PROPOSED AMENDMENT
OF 137.5222 AGREES TO THE CITY OF RIVERSIDE

THE HEREIN AND HERETOFORE "IN AND UNDER" AS PART OF THE PENSION OF ASSOCIATION PLUED WITH THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO, ON _____, 19____, UNDER CHAPTER 109 OF THE OHIO REVISED CODE, IS SUBMITTED AS AN ACCEPTED COPY OF THE DOCUMENT IN AND PENSION DISCLOSED UNDER THE REQUIREMENTS OF SAID CHAPTER 109 OF THE OHIO REVISED CODE.

FORCUM/ALBUQUERQUE

[illegible]

Library Classification

大正

TRANSMITTED THE _____ DAY OF _____, 19____, VIA _____ THE CARRIER OF THIS OFFICE.

WARRANTY FEE _____ LISTED COUNTRY RESIDENT _____

REPRODUCED FOR RECORD 272 AT
 BY FBI LABORATORY, WASHINGTON, D.C. IN FILE NO. 100-368611 PAGE 20

PLATE 1

COUNCIL FOR THE CITY OF NEW ORLEANS, QUAD BY ORDINANCE

DATE _____
TIME _____

CONCLUSIONS

THE TOTAL PERIMETER OF AN EXISTING AREA IS 4,166.34 FEET, OF WHICH 3,640.00 FEET ARE COINCIDENT WITH THE CITY OF PETROLIA DEVELOPMENT PLUS COUNTRY.



DATE _____
OFFICE USES ONLY

137.542± ANNEXATION

LEGEND

	EXIST. CURB TYPEDROP CURB, LINE
	EXIST. PAVEMENT LINE
	PROP. PAVEMENT CURB, LINE
	PROP. AREA TO BE PAVED (SEE ALSO NOTES)

STATE ROUTE 40		LICENSING COUNTY, OHIO	
SCALE: 1"=200'		DATE: 08/20/2010	
PROJECT:		JOB NO.: 100408	
DESIGNER:		SHEET NO.:	
DRAWN:		1 OF 1	
CHECKED:		WWW.CESOINC.COM	
DATE:		 CESO	



LEGAL DESCRIPTION

Description of 137.542 ACRES +/- TO BE ANNEXED FROM ETNA TOWNSHIP TO THE CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Licking, Township of Etna, and being located in Section 9, Township 16, Range 20 of the Refugee Lands, and being all the lands conveyed to Howard P and Rosemary A Emsweiler Trustees, Instrument Number 201401090000565 and being PPN 010-018030-00.000, all the lands of Howard P and Rosemary A Emsweiler Trustees, Instrument Number 201401090000565 and being PPN 010-018030-00.001, all the lands of Robert Foster and Neal Seymour, Instrument Number 201909100019058 and being PPN 010-017466-00.000, and as follows:

Beginning, in the centerline of National Road (State Route 40), at the southwesterly corner of said 58.417 acre tract of land as conveyed to Robert Foster and Neal Seymour, the southeasterly corner of a 10.990 acre tract of land as conveyed to Nastev Cveta Trustee of record in Instrument Number 200003220008898, and on the existing City of Reynoldsburg corporation line of record in Proposed Annexation of 362.7 Ac., Plat Book 13, Pages 60-63;

Thence, along the easterly and northerly lines of said 10.990 acre tract the following two (2) courses:

1. North 4°15'57" East, a distance of 1596.05 feet to a point,
2. North 86°07'48" West, a distance of 298.50 feet to a point on the easterly line of a 129.893 acre tract of land as conveyed to Joseph Bauman Trustee of record in Instrument Number 201301170001449;

Thence, North 03°53'49" East along the easterly line of said 129.893 acre tract, a distance of 1317.20 feet to the southeasterly corner of Reserve A of Taylor Woods Section 5 of record in Plat Book 15, Pages 307-308 at an angle point in the existing City of Reynoldsburg corporation line of record in Proposed Annexation of 179.4 Ac., Plat Book 13, Pages 115-116 and being the southwesterly corner of a 36.479 acre tract of land as conveyed to Carol S. Christy and Richard Halley of record in Instrument Number 200809150020609;

Thence, South 86°04'30" East with the southerly line of said 36.479 acre tract and the southerly line of a 35.517 acre tract of land as conveyed to Maplewood Farms, LTD. of record in Official Record 849, Page 558, a distance of 1836.88 feet to a point on the southerly line of a 5.03 acre tract of land as conveyed to Humphreys Donna L of record in Instrument Number 201312050029764;

Thence, along the southerly line of said 5.03 acre tract the following five (5) courses:

1. South 86°07'32" East a distance of 141.09 feet to a point,
2. South 5°28'52" West a distance of 21.89 feet to a point,
3. South 85°18'03" East a distance of 61.29 feet to a point,
4. North 3°28'46" East a distance of 22.76 feet to a point,
5. South 86°07'32" East a distance of 585.59 feet to a point at the northeasterly corner of aforementioned 39.828 acre tract and the southeasterly corner of said 5.03 acre tract and the centerline of Summit Road SW;

Thence, South 4°01'31" West along easterly line of said 39.828 acre tract, said centerline Summit Road SW and easterly line of aforementioned 38.329 acre tract of land as conveyed to Howard P and Rosemary A Emsweiler Trustees a distance of 1312.37 feet to the southeasterly corner of said 38.329 acre tract of land and the northeasterly corner of a 1.500 acre tract of land as conveyed to Lisa A Maters of record in Official Record 489, Page 405;

Thence, North 86°07'51" West along said southerly line of said 38.329 acre tract of land and northerly line of said 1.500 acre tract of land a distance of 664.59 feet to the northwesterly corner of said 1.500 acre tract of land;

Thence, South 3°17'07" West along westerly line of said 1.500 tract of land, westerly line of a 1.980 acre tract of land as conveyed to Douglas A Ballman & Evelyn May Ballman of record in Instrument Number 200709180024633, westerly line of a 1.500 acre tract of land as conveyed to Douglas A Ballman & Evelyn May Ballman of record in Instrument Number 200708030020363, westerly line of a 2.496 acre tract of land as conveyed to Joan B Oggershok of record in Official Record 844, Page 619, westerly line of a 2.500 acre tract of land as conveyed to Mary Ellen Praither ET AL of record in Instrument Number 200503170007854 a distance of 1450.73 feet to the southwesterly corner of a 3.010 acre tract of land as conveyed to Summit Road Storage LLC of record in Instrument number 201002080002541 and the centerline of aforementioned National Road;

Thence, along said centerline of National Road the following two (2) courses:

1. South 88°43'57" West a distance of 96.50 feet to a point, passing a corner of aforementioned City of Reynoldsburg corporation line at a distance of 65.86 feet;
2. South 88°50'28" West with said City of Reynoldsburg corporation line a distance of 1593.90 feet to the **Point of Beginning**;



The annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 10,999.35 feet, of which 1624.54 feet are contiguous with the existing City of Reynoldsburg Corporation Line, and 14.8% of the perimeter length is contiguous to the City of Reynoldsburg Corporation line.

Ceso Inc.



Jeffrey A. Miller, PS Registered Surveyor No. 7211

Exhibit 1

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE

Howard P Emswiler trust

By: Howard P. Emswiler, Trustee of the Howard P. Emswiler Revocable Trust U/A Dated December 27, 1978, as Amended.

Address: 13167 MORSE RD-SW-PATASKALA-OH-43062

Date: 8-22-2020

Rosemary A Emswiler trust

By: Rosemary A. Emswiler, Trustee of the Rosemary A. Emswiler Revocable Trust U/A Dated December 27, 1978, as Amended.

Address: 13167 Morse Rd. SW. Pataskala, Ohio 43062

Date: 8-22-2020

Exhibit 1

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE

Robert Foster

Address: _____

Date: _____

Neal Seymour

Address: 7815 South Bloomfield Royalton Rd Ashville, Ohio 43116

Date: 8/21/20

State of Ohio

County of Pickaway ss:

Sworn to and subscribed in my presence Neal Seymour
on this the 21 day of August, 2020.

Kelly J. Hart
Kelly J. Hart
August 21, 2020



KELLY J HART
Notary Public
State of Ohio
My Comm. Expires
March 26, 2025

Exhibit 1

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Robert Foster
Robert Foster

Address: 4202 Beaver Run Rd-Sw Hebron Oh
Date: 8-24-20 (143025



JONNA CARNEY
Notary Public, State of Ohio
My Comm. Expires Sept. 19, 2020
Recorded in Licking County

Jonna Carney
FOR ROBERT FOSTER

Neal Seymour

Address: _____

Date: _____

EXHIBIT C

Adjacent Property Owners		
PID	Owner Name	Mailing Address
PO 010-018030-00.000	Howard P. & Rosemary A. Emswiler, Trustees	13167 Morse Road, Pataskala, Ohio 43062
PO 010-018030-00.001	Howard P. & Rosemary A. Emswiler, Trustees	13167 Morse Road, Pataskala, Ohio 43062
PO 010-017466-00.000	Robert Foster & Neal Seymour	7815 South Bloomfield-Royalton Road, Ashville, Ohio 43103
1 013-027588-00.276	Taylor Woods Ltd. Partnership, c/o Donald W. Kelley	250 East Broad Street, Columbus, Ohio 43215
2 011-026598-00.003	Maple Woods Farms, Ltd.	8718 Summit Road SW, Reynoldsburg, Ohio 43068
3 011-026598-00.000	Donna Humphreys	Post Office Box 604, Reynoldsburg, Ohio 43068
4 011-026598-00.002	Carol S. Christy & Richard Halley	146 Commodore Drive, Milledgeville, Georgia 31061
5 012-027282-00.000	Joseph Bauman, Trustee	9154 Mink Road, Pataskala, Ohio 43062
6 107-017808-00.000	Margaret J. & Richard F. Harvey, Trustees	12506 Palmer Road SW, Reynoldsburg, Ohio 43068
7 010-018816-00.000	Craig S. Milner	139 Lakeview Drive, Reynoldsburg, Ohio 43068
8 010-018780-00.000	Clifford J. & Emilee P. Fehr	17 Lakeland Drive, Reynoldsburg, Ohio 43068
9 010-016998-00.000	Cveta Nastev, Trustee	6291 Headley Road, Gahanna, Ohio 43230
10 010-019752-00.000	Lisa A. Masters	9206 Summit Road, Reynoldsburg, Ohio 43068
11 010-021876-00.000	Lakeland Hills Association, c/o P. Keith Brown	298 Lakeland Drive SW, Etna, Ohio 43068
12 010-018804-00.000	Jeffrey S. Johnson & Susan M. Luebke	9173 Summit Road, Reynoldsburg, Ohio 43068
13 010-021888-00.000	Mary L. Laughlin	9207 South Summit Road, Reynoldsburg, Ohio 43068
14 010-018960-00.000	Douglas A. & Evelyn May Ballman	9228 Summit Road, Reynoldsburg, Ohio 43068
15 010-020490-00.000	Douglas A. & Evelyn May Ballman	9228 Summit Road, Reynoldsburg, Ohio 43068
16 010-022914-00.000	Joan B. Ogershok	9288 Summit Road SW, Reynoldsburg, Ohio 43068
17 010-021120-00.000	Mary E. Praither	9306 Summit Road SW, Reynoldsburg, Ohio 43068
18 010-018012-01.000	Summit Road Storage LLC, c/o Jon Hanson	160 Rolen Road SW, Etna, Ohio 43068
19 013-027284-01.000	State of Ohio-AGR	8995 East Main Street, Reynoldsburg, Ohio 43068
20 010-019200-00.000	Hillview Freewill Baptist Church	14441 National Road SW, Etna, Ohio 43068
21 010-021618-00.000	Scott Allen Bina	138 Lakeview Drive SW, Reynoldsburg, Ohio 43068

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

DATE: October 26, 2020**TO:****CC:****RE: MSR 2009 Liquor Permit Report**

Chief Baker will provide a report regarding the request to transfer a C1 and C2 permit for MSR 2009 Inc., DBA Fuzzy Cigar and More

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

58780010001			TRFL	MSR 2009 INC DBA FUZZY CIGAR AND MORE 1750 BRICE RD REYNOLDSBURG OH 43068
PERMIT NUMBER			TYPE	
02	01	2020		
ISSUE DATE				
09	25	2020		
FILING DATE				
C1 C2				
PERMIT CLASSES				
25	220	B	F24136	
TAX DISTRICT			RECEIPT NO.	

FROM 09/29/2020

5878001				MSR 2009 INC DBA FUZZY CIGAR AND MORE 6035 E MAIN ST COLUMBUS OH 43232
PERMIT NUMBER			TYPE	
02	01	2020		
ISSUE DATE				
09	25	2020		
FILING DATE				
C1 C2				
PERMIT CLASSES				
25	044			
TAX DISTRICT			RECEIPT NO.	



MAILED 09/29/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/30/2020

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 TRFL 5878001-0001

(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

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

58780010001

Permit Name / DBA**Member / Officer Name**[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 58780010001; Name: MSR 2009 INC; DBA: DBA FUZZY CIGAR AND MORE; Address: 1750 BRICE RD REYNOLDSBURG 43068		
ATIKA BAHRAR	750.00	CEO

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

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

DATE: October 26, 2020**TO:****CC:****RE: West Licking Fire District Report**

Here are the stats for the West Licking Fire District report for the months of September and October 2020.

Total Calls by Township/City	
Etna	86
Harrison	76
Jersey	4
Kirkersville	9
New Albany	5
Pataskala	173
Reynoldsburg	92
Mutual Aid	47
Total	492

Total Calls by Shift	
Shift	Total
1 Unit	169
2 Unit	162
3 Unit	161
Prevention	0
Total	492
Total Calls by Station	
Station	Total
Station 401	171
Station 402	60
Station 403	88
Station 404	146
Station 405	27
Total	0 492

Apparatus Name	
45B401	107
45E402	26
45E403	Now TWR403
45E405	38
45M401	150
45M402	63
45M403	121
45M404	142
45M407	Reserve
45R401	122
45SQ404	87
45TWR403	95

Mutual Aid Response	
M/A Received	M/A Given
25	47

District Response Average	
	4:29

Dispatch to On scene Average	
Etna	6:04
Harrison	4:48
Jersey	2:21
Kirkersville	4:45
New Albany	4:21
Pataskala	4:35
Reynoldsburg	4:31

Total Calls by Township/City	
Etna	86
Harrison	84
Jersey	13
Kirkersville	14
New Albany	6
Pataskala	202
Reynoldsburg	113
Mutual Aid	45
Total	563

Apparatus Name	
45B401	125
45E402	28
45E405	58
45M401	166
45M402	71
45M403	133
45M404	172
45R401	136
45SQ404	97
45TWR403	129

Total Calls by Shift		
Shift		Total
1 Unit		187
2 Unit		185
3 Unit		190
Prevention		1
Total		563
Total Calls by Station		
Station		Total
Station 401		201
Station 402		61
Station 403		79
Station 404		182
Station 405		40
Total	0	563

Mutual Aid Response	
M/A Received	M/A Given
39	45

District Response Average	
	4:48

Dispatch to On scene Average	
Etna	5:17
Harrison	4:20
Jersey	4:24
Kirkersville	5:03
New Albany	5:46
Pataskala	4:37
Reynoldsburg	4:11

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

DATE: **October 26, 2020**

TO: **City Council**

CC:

RE: Clerk of Court Report for September 2020

I am submitting monies collected from the courts held on 9/3, 9/10, 9/17 and 9/24/20. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$	6,195.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$	<u>10,621.00</u>
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Sub-Total (To General Revenue Fund)		\$	16,816.00
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Computerization Needs Fund	(#211.4510)	\$	1,340.00
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Enforcement & Education Fund	(#293.4616)	\$	<u>50.00</u>
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Sub-Total		\$	1,390.00
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Total Amount Submitted		\$	18,206.00
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Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: **October 26, 2020**

TO: **Finance and Administration Committee**

RE: **Contract with Limbach Company, LLC Using CARES Funds**

Approval:

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

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

Explanation of legislation and need: Time is of the essence as this Ordinance must be passed for the City to be able to used CARES Act funding for unanticipated expenses associated with the COVID-19 pandemic. These funds must be used or returned by the end of the year and for the safety of the City buildings. This is requested as a single-read, emergency approval so the parts can come in before the end of the year. If the ordinance is set for two-reads, the parts will not be in until January 20201.

Authorizing the Mayor to enter into agreements with LIMBACH COMPANY, LLC., 822 Cleveland Avenue, Columbus, OH 43201 for \$80,000 for Portable Room Air Scrubbers.

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH LIMBACH COMPANY LLC, USING MONIES FROM THE CARES ACT FUNDS FOR COVID-19 PANDEMIC RELATED EXPENSES OF THE CITY OF REYNOLDSBURG, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

WHEREAS; the Administration has been working to ensure a safe working environment for staff and visitor of City buildings; and

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

WHEREAS; with the COVID-19 Pandemic has created new challenges; and

WHEREAS; Portable Air Scrubbers for City Buildings will keep clean air moving throughout the buildings;

WHEREAS; As Limbach is on the City's no-bid list, we are able to waive competitive bids and are able to purchase the portable air purifiers for \$80,000.00.

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

SECTION 1: The Mayor is hereby authorized to enter into an agreement with Limbach Company LLC for the purchase of Portable Air Scrubbers for a cost of \$80,000.00.

SECTION 2: That the City will waive competitive bidding.

SECTION 3: The appropriation of funds for this project will come from the Franklin County CARES ACT fund. That, for the reasons set forth in the preamble, this Ordinance is hereby declared to be an emergency measure, necessary for the preservation, health, safety, and welfare of the Citizens of the City of Reynoldsburg, such emergency arising out of the immediate need for the passage of this legislation to be in compliance with the CARES Act, such that this Ordinance should take effect and be in force immediately from and after its passage and approval by the Mayor.

Proposal Date	Proposal Number	Agreement Number	Page
10/12/2020	BG2009	-	1 of 3

BY AND BETWEEN:

Limbach Company, LLC 822 Cleveland Avenue Columbus, Ohio 43201	AND	City of Reynoldsburg 7232 E Main St, Reynoldsburg, OH 43068 Attn: Joe Taggart
Hereinafter LIMBACH or CONTRACTOR		Hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

City of Reynoldsburg – Portable Air Scrubbers

Provide and Install Portable Air Scrubbers with NPBI

Labor and Materials required to:

- Provide 20 portable air scrubbers with MERV-8 pre-filter & HEPA filter.
- Each portable air scrubber comes with UV light & bipolar ionization.
- All controls and workmanship have a 1 year warranty.

Priced on Regular Time

Contract Price \$80,000.00

(EIGHTY THOUSAND DOLLARS AND ZERO CENTS)

Exclusions:

- Troubleshooting of existing hardware or mechanical equipment excluded. Any found deficiencies will be documented and reported to owner.
- Work is to be performed during normal business hours.
- *Our proposal is based upon standard market conditions for equipment and material escalations and availability. Should unforeseen market conditions occur, Limbach Company will notify Customer immediately of our impact and require an equitable adjustment to our contract price and schedule.*

This price is firm for 30 days

Brett Goare
Limbach Controls Group
822 Cleveland Avenue
Columbus, Ohio 43201
614-809-2155 Cell

Attachment: Limbach Air Scrubbers (Contract with Limbach Using CARES Funds)

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Customer will promptly pay each invoice within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

5. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

6. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

7. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Attachment: Limbach Air Scrubbers (Contract with Limbach Using CARES Funds)

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

11.1.a

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

12. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

13. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

--- END OF TERMS AND CONDITIONS ---

Customer

Limbach Company LLC

By: _____

By: _____

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Limbach Air Scrubbers (Contract with Limbach Using CARES Funds)

RAP

ROOM AIR PURIFIER



Attachment: Limbach Air Scrubbers (Contract with Limbach Using CARES Funds)

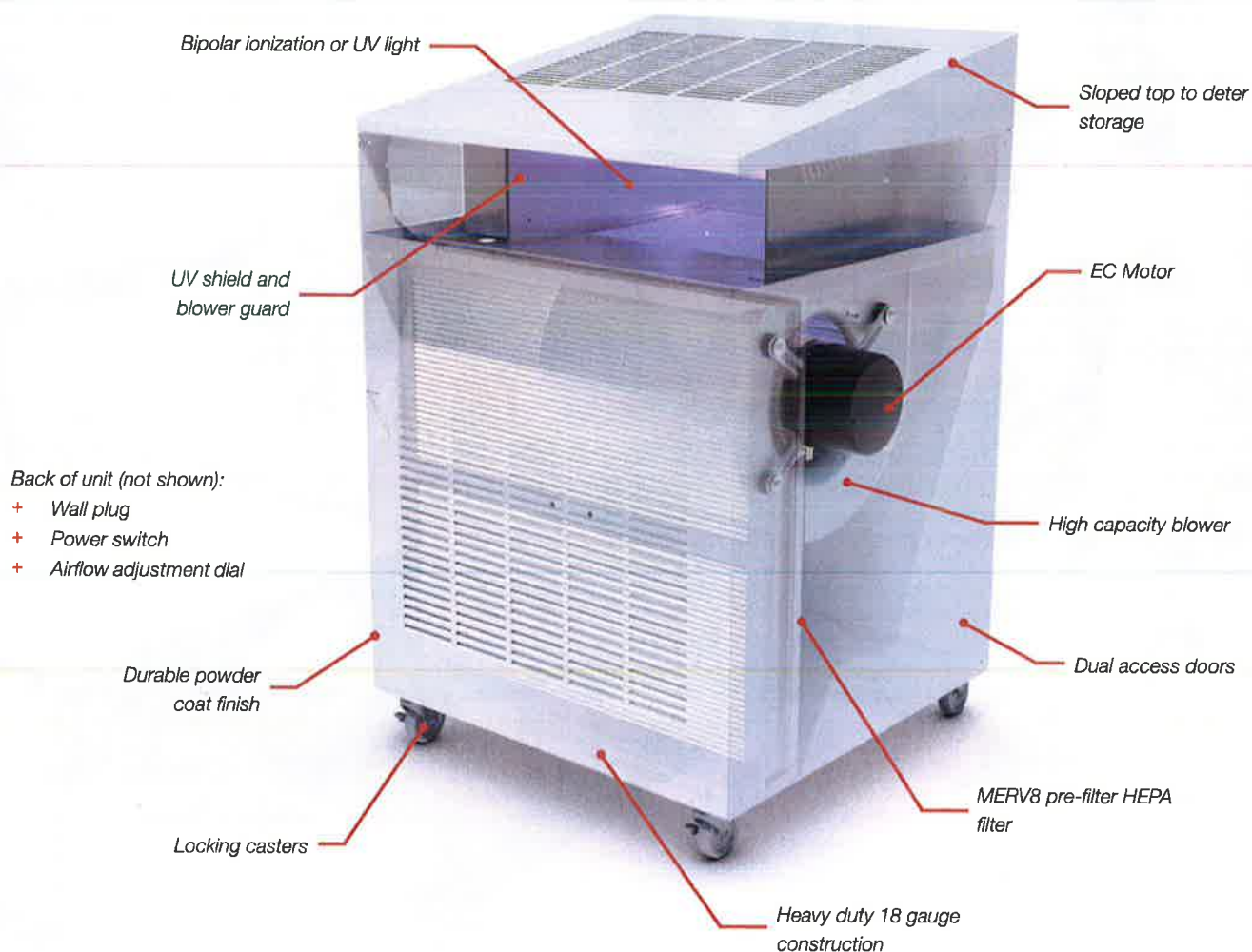
PRICE | **TERMINAL UNITS**

RAP Room Air Purifier

11.1.a

In today's world, indoor air quality is an increasing concern and the ability to provide clean air to room occupants is more important than ever. Most commercial spaces focus primarily on cost and thermal comfort while air quality is based on minimum requirements, which can result in lower than optimal air quality.

The Room Air Purifier (RAP) is an ideal option for improving indoor air quality wherever and whenever you need it, particularly in high density areas like office spaces, classrooms, fitness centers, retail and restaurants. It is designed to continuously cycle air through a HEPA filter, eliminating unwanted dust particles, germs and contaminants.



The CDC (Centers for Disease Control and Prevention) recommends using portable high-efficiency air filtration systems for the safe reopening of schools and office buildings, with additional consideration to include UVGI (ultraviolet germicidal irradiation) as a supplemental technique to inactivate potential airborne viruses of common occupied spaces.¹

ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers), the primary US organization responsible for providing building standards and guidelines related to ventilation of commercial buildings, also recommends using portable high-efficiency air filtration (HEPA) systems to protect against the SARS-CoV-2 virus in high density commercial and institutional spaces.²

¹ <https://www.cdc.gov/coronavirus/2019-ncov/community/office-buildings.html>

² ASHRAE Position Document on Infectious Aerosols, April 2020

ENGINEERED PERFORMANCE

The RAP uses an internal fan to draw air into the return, through a HEPA filter, and then send the air back into the space through a grille. With the fan continually running, the air in the occupied space is consistently filtered to provide purified, clean air.



TYPICAL APPLICATIONS

The Room Air Purifier (RAP) is an ideal option for any indoor spaces where additional filtration is desired, including office spaces, classrooms, hotels and more.

The RAP improves indoor air quality with air. It is designed to continuously cycle air through a HEPA filter, eliminating unwanted dust particles, germs and contaminants.

FEATURES

- + 150-600 cfm
- + Easily removable and replaceable HEPA filter
- + Quiet operation
- + MERV 8 pre-filter
- + Energy efficient smart EC motor
- + Adjustable fan speed
- + 115 V power cord
- + Antimicrobial powder coat finish
- + Casters provided for ease of mobility

OPTIONS

- + UV light treatment
- + Bi-polar ionization

Attachment: Limbach Air Scrubbers (Contract with Limbach Using CARES Funds)

FILTERS

The air entering the RAP is pre-filtered with a MERV 8 filter. The air then passes through a HEPA filter with a gasket seal on the filter frame to create a reliable seal to prevent filter bypass. The HEPA filter has a minimum efficiency of 99.99% at 0.3µm particle size.



UV LIGHT

The UV light provides 360-degrees of high UV-C intensity light and is integrated into the interior of the RAP unit. It is ideal for disinfecting air streams in HVACR equipment. Widely used in hospitals and institutional applications, UV-C energy (254nm) also lowers the cost of maintaining and operating HVAC equipment.



BIPOLAR IONIZATION

The plasma air ionizer proactively purifies indoor air by producing positive and negative oxygen ions to neutralize harmful pollutants and odors.

Testing has proven the effectiveness of plasma air ionization technology in the reduction of MS2 Bacteriophage, a surrogate for SARS-CoV-2 (COVID-19), in indoor environments.¹



Attachment: Limbach Air Scrubbers (Contract with Limbach Using CARES Funds)

¹ <https://blog.plasma-air.com/plasma-air-ionization-proven-to-reduce-coronavirus-surrogate-ms2-bacteriophage-by-99-in-independent-spanish-testing/>



Room Air Purifier is simple to install, operate, and move around the space as needed.



Product Improvement is a continuing endeavour at Price. Therefore, specifications are subject to change without notice. Consult your Price Sales Representative for current specifications or more detailed information. Not all products may be available in all geographic areas. All goods described in this document are warranted as described in the Limited Warranty shown at priceindustries.com. The complete Price product catalog can be viewed online at priceindustries.com.

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City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: **October 26, 2020**

TO: **Finance and Administration Committee**

RE: **CARES Act Payroll Expense Appropriation**

Approval:

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

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

Based on the most recent guidance from the United States Treasury Department and the Ohio Office of Management and Budget, the City of Reynoldsburg would elect to utilize CARES Act fund for payroll expenses and benefits for public safety employees whose services were substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Statement of necessity for Emergency passage: CARES Act funds must be appropriated and spent by December 30, 2020.

**AN ORDINANCE TO APPROPRIATE \$_____ FROM THE CARES ACT FUND
TO BE USED FOR PAYROLL EXPENSES FOR PUBLIC SAFETY EMPLOYEES
WHOSE SERVICES WERE SUBSTANTIALLY DEDICATED TO MITIGATING OR
RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY; AND
DECLARING AN EMERGENCY**

WHEREAS, the United States Treasury Department ("Treasury Department") issued guidance on September 2, 2020 indicating that local governments may utilize CARES Act funds for "payroll and benefits expenses for public safety, public health, health care, human services, and

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 health emergency"; and

WHEREAS, the Treasury Department has further stated that the "full amount of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund"; and

WHEREAS, the Treasury Department states, in recognition of the particular importance of public safety workers, that local governments may presume public safety employees meet the substantially dedicated test; and

WHEREAS, the Ohio Office of Management and Budget issued guidance consistent with that of the Treasury Department, stating that the substantially dedicated presumption includes police officers and those who directly support police officers such as dispatchers and supervisory personnel; and

WHEREAS, the City of Reynoldsburg has identified our public safety employees in the Reynoldsburg Police Department as substantially dedicated to mitigating or responding to the COVID-19 health emergency, such that CARES Act funds may be used for payroll expenses and benefits for their services.

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

SECTION 1: There is hereby made an appropriation to account number 203.000.5529 Miscellaneous Distribution, in the amount of \$_____ for payroll expenses and benefits of public safety employees of the City of Reynoldsburg.

SECTION 2: That, for the reasons set forth in the preamble, this Ordinance is hereby declared to be an emergency measure, necessary for the preservation, health, safety, and welfare of the Citizens of the City of Reynoldsburg, such emergency arising out of the

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

immediate need for the passage of this legislation to be in compliance with the CARES Act, such that this Ordinance should take effect and be in force immediately from and after its passage and approval by the Mayor.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of September 2, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions A.49–52. On September 2, 2020, Questions A.53–56 were added, and Questions A.34 and A.38 were revised.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions, such as restrictions on reopening that do not directly concern the use of funds, are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Payments from the fund may only be used to cover such hazard pay.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

53. May Fund recipients incur expenses associated with the safe reopening of schools?

Yes, payments from the Fund may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student to be eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

54. *May Fund recipients upgrade critical public health infrastructure, such as providing access to running water for individuals and families in rural and tribal areas to allow them to maintain proper hygiene and defend themselves against the virus?*

Yes, fund recipients may use payments from the Fund to upgrade public health infrastructure, such as providing individuals and families access to running water to help reduce the further spread of the virus. As required by the CARES Act, expenses associated with such upgrades must be incurred by December 30, 2020. Please see Treasury's Guidance as updated on June 30 regarding when a cost is considered to be incurred for purposes of the requirement that expenses be incurred within the covered period.

55. *How does a government address the requirement that the allowable expenditures are not accounted for in the budget most recently approved as of March 27, 2020, once the government enters its new budget year on July 1, 2020 (for governments with June 30 fiscal year ends) or October 1, 2020 (for governments with September 30 year ends)?*

As provided in the Guidance, the "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Furthermore, the budget most recently approved as of March 27, 2020, provides the spending baseline against which expenditures should be compared for purposes of determining whether they may be covered using payments from the Fund. This spending baseline will carry forward to a subsequent budget year if a Fund recipient enters a different budget year between March 27, 2020 and December 30, 2020. The spending baseline may be carried forward without adjustment for inflation.

56. *Does the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, (NEPA) apply to projects supported by payments from the Fund?*

NEPA does not apply to Treasury's administration of the Fund. Projects supported with payments from the Fund may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

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

DATE: **October 26, 2020**

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

RE: Media promotions Agreement for 2021 Tomato Festival

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2021 Tomato Festival

Request authorization to enter into contract with MPE for an amount not to exceed \$90,000 for professional services as the booking agent and production services (portable stage, sound system, lighting, backline equipment) for the 2021 Tomato Festival.

Pursuant to Reynoldsburg Code of Ordinances Chapter 175.01 (d) *As an alternative to competitive bidding, contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose. Professional services includes, but are not limited to services of an accountant, appraiser, architect, attorney at law, physician, professional engineer, construction project manager, surveyor, or fiscal and management consultants.*

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2021 TOMATO
FESTIVAL**

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Media Promotion Enterprises (MPE) for a price not to exceed ninety thousand dollars (\$90,000.00).

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



MEDIA PROMOTION ENTERPRISES

TALENT AND PRODUCTION CONTRACT

This agreement, and the attached addenda herein, duly executed this 8 October 2020, between **Media Promotion Enterprises** (herein known as "Producer") and the **Reynoldsburg Tomato Festival** (herein known as "Purchaser") shall verify the terms and conditions of our agreement regarding the following entertainment event.

Artists: Thursday August 12, 2021 – The Landsharks
 Friday August 13, 2021 – T.B.D.
 Saturday August 14, 2021 – T.B.D.

Dates: August 12-14, 2021

Location: Huber Park, Reynoldsburg, OH

Event: Reynoldsburg Tomato Festival

Times: Approx. 9:00PM TBD

OBLIGATIONS OF PRODUCER

1. **Artist**
 MPE is to research and present options for the 2021 festival as well as present talent stated above.
2. **Production**
 Producer agrees to provide a professional production package to meet the needs of the Artist/s. This includes the following:
 - 1 – Covered portable stage with sound fly-bays (40x30 feet)
 - 1 – Professional public address system per Artist/s specifications
 - 1 – Professional lighting package per Artists/s specifications
 - 1 – Backline equipment if applicable per Artist/s specifications.
3. **Ground Transportation**
 Producer agrees to provide all local ground transportation from the Airport, Hotel, and venue.
4. **Staffing**
 Producer agrees to provide on-site staff to facilitate the needs of the Artist/s and production crew.
5. **Hospitality**
 Producer agrees to provide stage water, towels, and bus stock, and other hospitality and rider requirements as needed by each Artist/s.

(304) 697-4222
 (800) 788-4006
 (800) 494-7315 FAX

Professional Entertainment

1
 423 Sixth Avenue
 Huntington, WV 25701
 www.mpe-entertainment.com

Attachment: MPE-ContractTomatoFestival2021Ver2 (2021 Tomato Festival Contract - Media)



MEDIA PROMOTION ENTERPRISES

OBLIGATIONS OF PURCHASER

1. **Venue Access**
PURCHASER agrees to avail premises to MPE beginning Wednesday if needed for production load-in and through Saturday for load-out in order to execute the requirements of ARTIST'S contract.
2. **Electric**
PURCHASER agrees to provide power as needed to fulfill the requirements of MPE's contract with the ARTIST. If utilizing generator power 1 - 200amp 3phase service for sound and 1 – 200amp 3phase service for lighting will be required.
3. **Tent**
PURCHASER agrees to provide a 20x20 tent backstage for use by the production and Artist/s if available. This may be utilized for merchandise sales as well.
4. **Labor**
PURCHASER agrees to provide 4 strong, able bodied, and sober individuals for production load-in on Wednesday and load-in and load-out on Thursday, Friday and Saturday Times are TBD and will be listed on the final production schedule.
5. **Hotel Accommodations**
PURCHASER to provide hotel accommodations for ARTIST and crew on from August 11-14, 2021 not to exceed \$7500.00. A rooming list shall be provided a minimum of thirty (30) days before show date to ensure availability of rooms.
6. **Catering/Meals/Green Room**
PURCHASER to provide catered meals per ARTIST'S specifications for lunch and dinner on Friday and Saturday not to exceed \$3500.00. PURCHASER to make a private space available (preferably indoors) within walking distance from stage. A space should be made available indoors for exclusive use of each headlining Artist on Friday and Saturday.
7. **Security**
PURCHASER shall provide security from the time ARTIST/S arrives until it has been loaded back into ARTIST/S or PRODUCER'S trucks. PURCHASER shall fence in backstage area securely. PURCHASER also agrees to provide overnight security for the venue.
8. **Force Majeure**
PURCHASER agrees that all entertainment performances are subject to Force Majeure parameters. Provided that the ARTISTS are present on location, willing and able to perform pursuant to the terms hereof, payment of all guaranteed compensation shall be made to MPE. The obligation of the ARTIST to perform is subject to detention or prevention by accidents of ground transportation, Acts of God, riots, strikes, labor disputes, epidemics, any act or order of public authority, or any cause, similar or dissimilar beyond the control of MPE, PURCHASER, and ARTIST, which, in the PURCHASER'S determination, would prevent or interfere with the presentation of the show.



MEDIA PROMOTION ENTERPRISES

In the event of inclement weather creating dangerous or unsafe performance conditions resulting in cancellation of any show, the total contracted amount is to be paid in full. The final decision pertaining to the exercise of this item will lie with the PRODUCER upon consultation with ARTIST'S representatives and PURCHASER.

7. **Cancellation**

Each situation will be handled on a case by case basis. PURCHASER and PRODUCER agree if a forced cancellation due to state mandated order occurs Producer will work with Purchaser to reschedule the above mentioned acts to a. Later in the year 2021 or b. Move the lineup to 2022. This decision shall be made at minimum 30 days from the beginning of the event.

In the event of cancelling an act which will not return the following year PRODUCER would retain a portion of the deposit if applicable on a pro-rata basis to cover expenses already incurred by the ARTIST/S or PRODUCER and the remaining portion of the deposit would be returned to the PURCHASER or carried to the next year. Any remaining balance owed to the PRODUCER would be waived and the contract would be cancelled.

Payment Terms

Purchaser and Producer agree not to exceed \$90,000.00 to be paid as follows:

- 1) A 50% deposit payable to MPE Entertainment by certified funds will be due within 15 days of issuance with the returned signed contract.
- 2) The remaining balance payable to MPE Entertainment will be due on or before August 11, 2021.

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY ARE AUTHORIZED TO DO SO, AND ASSUME RESPONSIBILITY TO SATISFY ALL TERMS AND CONDITIONS OF THIS CONTRACT.

PURCHASER

X _____
 Name:
 Title:
 City of Reynoldsburg, OH
 7232 E Main Street
 Reynoldsburg, OH 43068
 (614) 322-6839 Office

PRODUCER

X _____
 Joe Eddins
 President
 Media Promotion Enterprises, LLC
 423 Sixth Avenue
 Huntington, WV 25701
 (304) 697-4222

(304) 697-4222
 (800) 788-4006
 (800) 494-7315 FAX

Professional Entertainment

3
 423 Sixth Avenue
 Huntington, WV 25701
 www.mpe-entertainment.com

Attachment: MPE-ContractTomatoFestival2021Ver2 (2021 Tomato Festival Contract - Media)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: October 26, 2020****TO: Public Service and Transportation Committee****RE: US Route 40 Preliminary Project Agreement for Franklin County**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This legislation is a housekeeping item required for ODOT in preparation of the upcoming resurfacing project in 2021 on US Route 40 in Franklin County. The City's estimated contribution toward the project is \$246,000.00.

**AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING
THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO
RESURFACE US ROUTE 40 AND OTHER RELATED IMPROVEMENTS IN
FRANKLIN COUNTY**

WHEREAS, the City of Reynoldsburg, Frankling County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project to resurface portions of US 40 within the City limits, together with associated work; and

WHEREAS, the Ohio Department of Transportation (ODOT) has identified the need to resurface and complete all related work to US Route 40; and

WHEREAS, ODOT agrees to bear one hundred percent (100%) of the necessary costs of the State's highway improvement project; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the LPA agrees that all rights-of-way required for the described Project will be acquired and/or made available in accordance with current state and federal regulations including eligible utility costs; the LPA also understands that rights-of-way costs include eligible utility costs; and

WHEREAS, the City's portion of the project is estimated to be \$246,000.00 to be allocated in 2021 and any cost of features requested by the City.

WHEREAS, the City of Reynoldsburg agrees, upon completion of the Project, to maintain the roadway, the public rights-of-way, and hold the said rights-of-way inviolate as a public highway.

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

Section 1. The Reynoldsburg City Council is hereby in support of the Ohio Department of Transportation (ODOT) project for the resurfacing and other related improvements to US Route 40 in 2021.

Section 2. Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

Section 3. The LPA agrees to cooperate with the Director of Transportation for the state of Ohio in the planning, design, and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation (ODOT) for its development and construction of the project in accordance with plans, specifications, and estimates as approve by the Director.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

Section 4. ODOT shall assume and bear pay one hundred percent (100%) of the cost of the
necessary

costs of the state's highway improvement project with the LPA's share of the cost for
the project at an estimated \$246,000.000.

Section 5. The LPA agrees to assume and bear one hundred percent (100%) of the total cost of
those features requested by the LPA, which are not necessary for the improvement as
determined by the state and Federal Highway Administration.

Section 6. The LPA agrees that all rights-of-way required for the described project will be
acquired and/or made available in accordance with current state and federal
regulations. The LPA also understands that rights-of-way costs include eligible
utility costs. The LPA agrees that all utility accommodation, relocations, and
reimbursements will comply with the current provisions of 23 CFR 645 and the
ODOT Utilities Manual.

Section 5. Upon completion of the project, and unless otherwise agreed, the LPA shall provide
adequate maintenance for the project in accordance with all applicable state and
federal law including, but not limited to, Title 23 USC Section 116, provide ample
financial provisions, as necessary, for the maintenance of the project, shall maintain
the rights-of-way keeping it free of obstructions and hold said rights-of-way inviolate
for public highway purposes.

Section 6. This Ordinance is hereby adopted by Council and shall be in effect at the earliest date
allowed by law following the signature by the Mayor.

Human Resources Dept.

Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE: **October 26, 2020**

TO: **Finance and Administration Committee**

RE: **Renew Delta Dental Contract**

Approval:

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

Authorization for the Mayor to enter into a renewal contract with Delta Dental for the City's dental coverage for the period of January 1, 2021 through December 31, 2021. There is no increase in premium costs.

**AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL
 INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM
 JANUARY 1, 2021 THROUGH DECEMBER 31, 2022 AND WAIVING COMPETITIVE
 BIDDING**

WHEREAS, the City of Reynoldsburg provides its employees dental benefits with Delta Dental; and

WHEREAS, that existing coverage expires on December 31, 2020 and the City has received quotes to renew the coverage with effective dates of January 1, 2021 through December 31, 2022; and

WHEREAS, the cost for the two-year extension will be the same as the existing coverage.

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

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

SECTION 1. That the Mayor be and is hereby authorized to renew the City's dental insurance coverage with Delta Dental for the period from January 1, 2021 through December 31, 2022.

SECTION 2. That pursuant to Ord. No. 44-17 and Section 175.01(f) of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is hereby waived.

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



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 24, 2020

Ms. Cindy McDermott
Willis Towers Watson Midwest, Inc.
775 Yard St Ste 200
Columbus, OH 43212-3891

Dear Ms. McDermott,

Enclosed is renewal information for one of your Delta Dental Plan of Ohio groups that renews in the month of January. A renewal letter indicating the group's renewal rates is included.

Please ensure that the enclosed renewal documents are delivered to the group.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Adam Q Clifton
Account Manager

Enclosures:
0280-0001 City of Reynoldsburg

Attachment: Dental Dental City of Reynoldsburg 1.1.2021 Renewal (Renewal of Delta Dental Contract for 2021 and 2022)



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 24, 2020

Mr. Joe Begeny
Mayor
City of Reynoldsburg
7232 E Main St
Reynoldsburg, OH 43068-2014

Re: Dental Plan Rate Review, Group #0280-0001

Dear Mr. Begeny,

Thank you for placing your confidence in Delta Dental. We are committed to improving the oral health of our communities by providing access to the nation's largest dental network at competitive rates. This allows your enrollees to obtain the dental care they need to remain healthy.

We have completed a comprehensive review of your dental plan premiums. Enclosed are the rates and renewal documents related to your contract renewal. Payment of the new rates will be your consent to renew Delta Dental coverage. No action is required from you at this time unless you wish to change the benefits you offer.

If your coverage or budget goals have changed, please contact Ms. Cindy McDermott or me for more plan design options. We can administer many different plan designs to suit your needs and provide you with a comprehensive analysis of how any changes would affect your rates. Benefit changes can be effective at your renewal, but you must request them no later than 15 days prior to your plan's renewal date.

This is a prepaid dental benefits program, so your group's first payment at this rate is due by January 1. If you do not wish to renew coverage, please provide notice to us in accordance with your Contract. Notwithstanding the above terms of this "evergreen" contract, all delinquent balances due to Delta Dental must be paid in full prior to acceptance on the above-mentioned renewal date. If there is a deficit at the time of your acceptance, Delta Dental reserves the right to revoke this offer and terminate your existing contract upon its natural expiration date.

Please call me at (614) 776-2309 if you have any questions or if I can be of help in any way. Thank you, we look forward to continuing our relationship with you and we greatly appreciate your business.

Sincerely,

Adam Q Clifton
Account Manager

cc: Ms. Cindy McDermott



Delta Dental of Ohio
Renewal Rates for City of Reynoldsburg #0280
Effective January 1, 2021

Rates - Non-Retention

Rates per enrollee per month	Current Rate(s)	Renewal Rate(s)
	January 1, 2020 through December 31, 2020	January 1, 2021 through December 31, 2021
Composite	\$99.27	\$99.27
Overall Percent Change	0.00%	

Rating Requirements

Minimum client contributions: 100 percent for employee and 100 percent for dependent(s).

Tied to medical: No

Rating Assumptions

Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year non-retention contract.

Self-billing is not allowed and you agree to pay as invoiced each month.

Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and reference cards.

Printed dentist directories are not included. You can find participating dentists on our website at <https://www.DeltaDentalOH.com>.

The plan specifications are subject to Delta Dental's standard exclusions and limitations, including:

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Delta Dental of Ohio
Dental Benefit Highlights for
City of Reynoldsburg #0280

Delta Dental PPO (Point-of-Service)

Coverage effective **January 1, 2021**

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	75%	75%	75%
Endodontic Services - root canals	75%	75%	75%
Periodontic Services - to treat gum disease	75%	75%	75%
Oral Surgery Services - extractions and dental surgery	75%	75%	75%
Major Restorative Services - crowns	75%	75%	75%
Other Basic Services - misc. services	75%	75%	75%
Relines and Repairs - to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	75%	75%	75%
Orthodontic Services			
Orthodontic Services - braces	75%	75%	75%
Orthodontic Age Limit -	up to age 19	up to age 19	up to age 19

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

Maximum Payment - \$1,500 per person total per Benefit Year on all services except orthodontic services. \$1,500 per person total per lifetime on orthodontic services.

Deductible - None.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.



Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, *we pay more than 90% of claims in 10 days or less.* Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at <https://www.DeltaDentalOH.com>.

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

DATE: October 26, 2020**TO: Development, Parks and Recreation Committee****RE: Fixed Asset Removal Parks and Recreation**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
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2000 Dodge Dakota has been removed from service by the Fleet Maintenance Supervisor, Justin Jones, due to the numerous mechanical issues, which outweigh the value of the truck. This truck will be disposed of via GovDeals or the Scrap Yard.

Fixed Asset Tag # 1702

VIN # 1B7FL26X4YS755511

Remove Fixed Asset Tag # 3052 Site Watch Camera--added 9/30/2020

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST FOR THE PARKS AND RECREATION
DEPARTMENT**

WHEREAS, the City of Reynoldsburg Parks and Recreation Department is requesting the removal of equipment from the department's fixed asset list; and

WHEREAS, the equipment being removed is either no longer functional or operational.

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 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 Parks & Recreation Department

Tag #	Item
1702	2000 Dodge Dakota VIN # 1B7FL26X4YS755511
3052	Site Watch Camera

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 or scraping of said item shall be deposited into the General Fund.

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

Fleet Maintenance Department

09/09/2020

Truck number 488 came to the shop for brake issues. Upon inspection of the rear brakes, we found the rear shoes to be needing replacement. After looking further into the truck, we have found multiple issues that need attention and **deem the vehicle Out of Service**. These issues are not only aesthetics but they are safety issues that make the truck a hazard to be operated, by the City of Reynoldsburg.

The biggest issue with the truck is the amount of rust and corrosion on the frame and body. The passenger side of the truck frame rusted completely through. The driver front body mount by the driver's floorboard has completely rusted, as well.

Other mechanical issues include-

- Both rear axle bearings
- Front and rear shocks
- Front ball joints
- Rear differential cover leak
- Rear Pinion seal leak
- Transmission output shaft seal leak
- Rear main engine seal leak
- Transmission Pan rusted and leaking
- Engine oil pan leak

With this amount of problems, the cost of repairs would outweigh the value of the vehicle. Repair costs combined with the rusted frame members puts this vehicle **Out of Service** and we recommend disposal via GovDeals or Scrap Yard.

Thank you

Justin H Jones

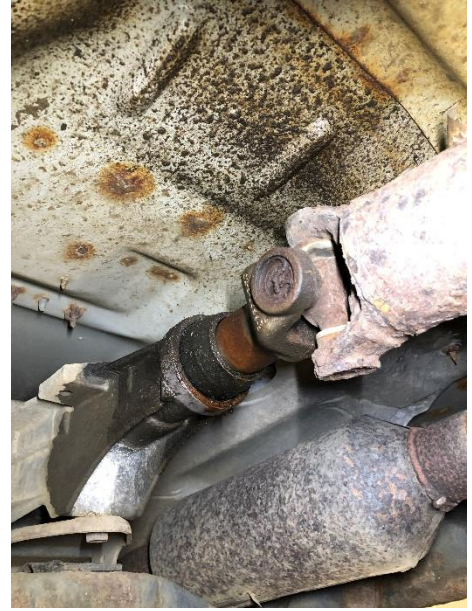
Fleet Maintenance Supervisor

Attachment: Truck 488 Out of Service (Fixed Asset Removal Parks and Recreation)

Rusted frame section



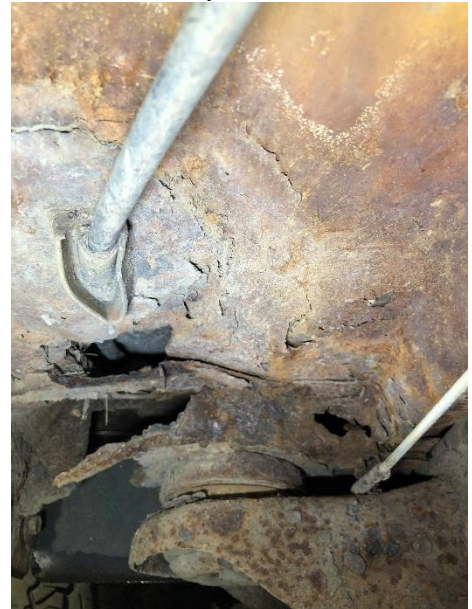
Transmission Output seal



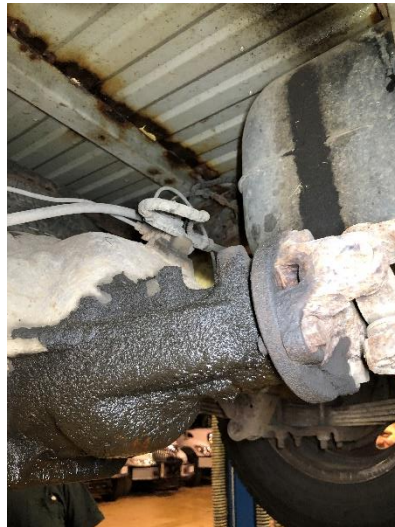
Rusted Transmission Pan



Rusted Body Mount and Floor



Pinion Seal Leak



City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: **October 26, 2020**

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

RE: **Dissolve REDI and Transfer Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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Last year, Council passed an Ordinance establishing the Reynoldsburg Community Improvement Corporation. In order to proceed with the new CIC, the City should formally dissolve the old CICs and proceed to transfer remaining assets to the City to be distributed to charities pursuant to R.C. 1724.07(A)

AN ORDINANCE TO DISSOLVE REYNOLDSBURG ECONOMIC DEVELOPMENT, INC. AND THE FORMER REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AND TRANSFER ANY REMAINING FUNDS TO THE GENERAL FUND OF THE CITY TO BE DISTRIBUTED FOR CHARITABLE PURPOSES

WHEREAS, the Reynoldsburg Economic Development Inc. (“REDI”) was established in 1966 per Ordinance No. 201-66 for the creation of jobs and employment opportunities within the City of Reynoldsburg; and

WHEREAS, the Reynoldsburg Community Improvement Corporation (“RCIC I”) was established on November 27, 1995 by Ordinance No. 130-95, for the purpose of promoting development within the portion of the City of Reynoldsburg located in Fairfield and Licking Counties and limiting the jurisdiction of the REDI to the portion of the City located in Franklin County; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, on August 7, 2005, the Ohio Secretary of State issued an Order of Cancellation for RCIC I because the organization had failed to fill a statement of continued existence; and

WHEREAS, on March 12, 2018, the Ohio Secretary of State issued an Order of Cancellation for REDI because the organization had failed to file a statement of continued existence; and

WHEREAS, a new Reynoldsburg Economic Improvement Corporation was founded in 2019 by Ordinance No. 73-19 to cover the same territory as REDI and RCICI I and provide similar services; and

WHEREAS, with the establishment of a new district, it shall be necessary for this Council to formally dissolve Reynoldsburg Economic Development, Inc. and the former Reynoldsburg Community Improvement Corporation, as well as all Articles of Incorporation of those organizations, and to transfer the funds remaining into the general fund to be distributed for charitable purposes.

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

SECTION 1. That Council hereby dissolves the Reynoldsburg Economic Development, Inc. and the Reynoldsburg Community Improvement Corporation created by Ordinance No. 130-95, and dissolves all Articles of Incorporation for those organizations.

SECTION 2. That an amount of \$354.00 be transferred to the General Fund of the City.

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: October 26, 2020****TO: Curtis Baker, Acting Chief Public Safety, Law and Courts
Committee****RE: Fixed Asset Removal Police Department**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
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Items requesting to be removed:

1909 Ballistic Shield (damage and expired)

2292 Body Wire (outdated and no longer operational)

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

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of equipment from the department's fixed asset; and

WHEREAS, the equipment being removed is either no longer functional or operational.

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

following items from the city's Fixed Asset list:

From the Police Department

Tag #	Item
1909	Ballistic Shield (damaged and expired)
2292	Body Wire (outdated and no longer operational)

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 of the Mayor.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: **October 26, 2020**

TO: **Public Service and Transportation Committee**

RE: **OPWC Grant Agreement**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This Ordinance authorizes the Mayor to Sign the attached Agreement with the OPWC for the purpose of facilitating the East Main Street Roadway Improvement project.

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT
GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION
FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS**

WHEREAS, on September 10, 2019, this Council passed Resolution No. 90-19 authorizing the Mayor to seek financial assistance from the Ohio Public Works Commission State Capital Improvement Program ("OPWC") to fund capital infrastructure improvements to East Main Street; and

WHEREAS, on March 23, 2020, this Council passed Ordinance No. 36-2020 authorizing the Mayor to enter into a contract with EMH&T for survey, design, and bidding for roadway improvements to East Main Street, and appropriating \$408,065.00 for such engineering services; and

WHEREAS, the location of the infrastructure improvements will be East Main Street beginning at the intersection of Davidson Drive and extending approximately 1,500 linear feet to Jackson Street; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, the total estimate project cost is Three Million Eighty Three Thousand Nine Hundred Seventy Four Dollars (\$3,083,974); and

WHEREAS, OPWC has approved the City's application for grant funding for East Main Street Roadway Improvements and has agreed to provide sixty-five percent (65%) of the total Project cost, not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999) for the purpose of financing and reimbursing costs associated with the Project; and

WHEREAS, of the funds to be provided by OPWC, One Million Four Hundred Ninety Seven Thousand Dollars (\$1,497,999) are provided as a grant and Five Hundred Two Thousand Dollars (\$502,000) are provided as a loan at zero percent (0%) interest to be paid over twenty-three (23) years; and

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

SECTION 1: The City accepts the OPWC award for the East Main Street Roadway Improvements in the form of a Grant/Loan not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999).

SECTION 2. That, in accepting this aware, the City also accepts the loan as set forth in the OPWC Agreement and Promissory Note.

SECTION 3. That funds, when received, be appropriated to account # 410.000.0170.5659 Miscellaneous Infrastructure.

SECTION 4. That the Mayor and City Auditor are hereby authorized and directed to enter into an agreement with the Ohio Pubic Works Commission for the Project and to all other

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

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

Ohio Public Works Commission**PROJECT GRANT/LOAN AGREEMENT****STATE CAPITAL IMPROVEMENTS PROGRAM**

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this Project Grant/Loan Agreement (hereinafter referred to as the Agreement) is entered into **07/01/2020** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter referred to as the "Director" or the "OPWC"), and **City of Reynoldsburg, Franklin County** (hereinafter referred to as the "Recipient"), in respect of the Project named **East Main Street Roadway Improvements** as described in Appendix A of this Agreement ("Project") to provide **65%** of the total Project cost ("Participation Percentage"), not to exceed **One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999)**, for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the

Attachment: OPWC Contract (OPWC Grant East Main Street)

OPWC Project CC12X/CC13X

RECITALS

Pursuant to Ohio Revised Code 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII, of the Ohio Constitution and Chapter 164 of the Ohio Revised Code;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Ohio Revised Code Sections 164.05 and 164.06 permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District Committee has submitted a request to fund the Capital Improvement Project outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part;

In consideration of the promises and covenants herein contained, the undersigned agree as follows:

I. DEFINITIONS. The following words and terms as hereinafter used in this Agreement shall have the following meanings.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

“Business Day” means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

“Capital Improvement” or “Capital Improvement Project” means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

“Chief Executive Officer” means the single office or official of the Recipient designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Director.

“Chief Fiscal Officer” means the single office or official of the Recipient designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Director.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project; or the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project; or both.

“Cost of Capital Improvement Projects” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and related financing costs.

“District Committees” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code 164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed and loaned from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.

“Governing Body” means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose for paying or reimbursing the costs certified to the Director under this Agreement for completion of the project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the rounded percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the rounded percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a “governmental unit” as that term is defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Director.

“Repayment Amount” means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a “governmental unit,” as such term is used in Code Sections 141 and 148.

II. FINANCIAL ASSISTANCE. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project.

A. *The Grant.* The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **One Million Four Hundred Ninety-Seven Thousand Nine Hundred Ninety-Nine Dollars (\$1,497,999)**.

Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

B. *The Loan.* On the terms and conditions of the Agreement which are incorporated herein and made a part hereof, the OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed **Five Hundred Two Thousand Dollars (\$502,000)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

1. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

- a. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
- b. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
- c. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

2. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing herein shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The

obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

3. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

4. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.

5. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if he or she reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

6. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

7. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

8. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

- a. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

- b. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

- 9. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

- a. The Recipient fails to make any payment to the OPWC of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
- b. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.

- 10. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided herein, the Note, by law or otherwise:

- a. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
- b. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.
- c. The OPWC shall be released from all obligations to Recipient.
- d. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

- 11. No right or remedy conferred upon the OPWC under Section 10 above is intended to be exclusive of any other right or remedy given herein, by law or otherwise.

Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

12. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.

C. *Joint Funded Project with the Ohio Department of Transportation.* For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, Recipient hereby acknowledges that upon notification by the ODOT, all payments for eligible project costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those eligible project costs within the Memorandum of Funds.

III. **LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement.

IV. **PROJECT SCHEDULE.** Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date, providing that the Project can be completed within a reasonable time frame.

V. **DISBURSEMENTS.** All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request, a form of which is attached, together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement set forth herein are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with the voucher, the Director shall forward the warrant by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the

Director by the Recipient:

1. An invoice submitted to the Recipient by the Contractor documenting work performed or materials or labor supplied;
2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Fiscal Officer and the Chief Executive Officer; and
4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys granted pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VI. **CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT.** The Recipient must comply with the following before receiving funds:

A. Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

B. Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. Recipient represents warrants and covenants for the benefit of the Director as follows:

A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement.

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.

D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under the Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

E. Recipient is not the subject of or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project - Qualified Service Contracts.

1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.

2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.

a. *Qualified Service Contracts - Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;

c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related

Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the “Managed Property”) or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property’s net profits or both the Managed Property’s revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property’s net profits or requiring the Service Provider to bear a share of Managed Property’s net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider’s performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property’s net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property’s net losses or both the Managed Property’s revenues and expenses for any fiscal period;

e. The timing of the payment of Compensation is not contingent upon the Managed Property’s net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property’s net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;

i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient’s ability to exercise its rights under the Service Contract, based on all

the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

- (i) Not more than 20 percent of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the Service Provider;
- (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts - Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
 - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either

party, even if such Service Contract is expected to be renewed; or

(ii) at least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(iii) at least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) all the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) all the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) all the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vii) all the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of

the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland “Anti-Kickback” Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

VIII. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director’s request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require

IX. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access and a

right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

X. GENERAL ASSEMBLY APPROPRIATION. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1 and until the Recipient has acquired and committed all funds necessary for the full payment of the local share applicable to the Project.

XI. THIRD PARTY RIGHTS AND LIABILITY. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code 126.30. The Recipient shall be responsible for Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.

XII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIII. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

XIV. SEVERABILITY. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

XV. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this

Agreement, whether such shall be oral or written.

XIV. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVII. NOTICES. Except as otherwise provided, any notices required shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XVIII. NO WAIVER. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

XIX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the disbursement of funds.

XX. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

XXI. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

XIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code 125.111 Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, State and local laws, rules, regulations and ordinances.

All of the above is agreed to and understood by the parties signed below. This Agreement for Project No. **CC12X/CC13X** is effective as of 07/01/2020.

RECIPIENT

STATE OF OHIO

Ohio Public Works Commission



Joe Begeny, Mayor

Linda S. Bailiff, Director

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

Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, OH 43215-4213

Attachment: OPWC Contract (OPWC Grant East Main Street)

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of 07/01/2020. Construction is scheduled to begin 03/31/2021 with completion by 12/01/2021. The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- 2) *Project Administration Designation.* The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:

Joe Begeny, Mayor to act as the Project Chief Executive Officer;
 Stephen Cicak, Auditor to act as the Project Chief Fiscal Officer; and
 Andrew Bowsher, Development Director to act as the Project Manager.

- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location: The project is located in the City of Reynoldsburg, and includes improvements to East Main Street. The East Main Street Roadway Improvements will begin at the intersection with Davidson Drive and extends approximately 1,500 linear feet to Jackson Street.

Description: The planned improvements include partial depth reconstruction and full depth repairs with curb/gutter replacement, sidewalk and curb ramp improvements. The existing non-ADA compliant curb ramps will be replaced to conform to current regulations. The existing storm sewer system will be modified to improve drainage within the project corridor. New street lighting and traffic signals will be installed to improve nighttime visibility. The improved roadway section with will be maintain at 57 feet wide. The project length is approximately 1,500 linear feet and existing pavement area is approximately 9,500 square yards. See engineer's estimate in project application for approved bid items and quantities.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **35%** of the total Project Cost. The OPWC Participation Percentage shall be **65%** not to exceed **\$1,999,999**.

2) *Project Financing and Expenses Scheme*: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

a) PROJECT FINANCIAL RESOURCES:

i) Local In-Kind Contributions	\$0
ii) Local Public Revenue	\$783,975
iii) Other Revenue:	
- ODOT/FHWA	\$0
- OEPA/OWDA	\$0
- CDBG	\$0
- USDA	\$0
- Other	\$300,000
 SUBTOTAL	 \$1,083,975
 - Grant	 \$1,497,999
- Loan	\$502,000
 SUBTOTAL	 \$1,999,999
 TOTAL FINANCIAL RESOURCES	 \$3,083,974

b) PROJECT ESTIMATED COSTS:

i) Engineering:	\$466,766
ii) Right-of-Way	\$50,000
iii) Construction	\$2,333,825
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$0
vi) Construction Contingencies	\$233,383
 TOTAL ESTIMATED COSTS	 \$3,083,974

**Ohio Public Works Commission
Disbursement Request Form and Certification**

Statement requesting the disbursement of funds from the OPWC pursuant to Section V of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and City of Reynoldsburg, Franklin County (the "Recipient"), dated 07/01/2020, for the sole and express purpose of financing the Capital Improvement Project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as **CC12X/CC13X**.

EXPENDITURES PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
A) Engineering	\$466,766.00	\$ _____	\$ _____	\$ _____
B) Right-of-Way	\$50,000.00	\$ _____	\$ _____	\$ _____
C) Construction	\$2,333,825.00	\$ _____	\$ _____	\$ _____
D) Materials Purchased Directly	\$0.00	\$ _____	\$ _____	\$ _____
E) Permits, Advertising, Legal	\$0.00	\$ _____	\$ _____	\$ _____
F) Construction Contingencies	\$233,383.00	\$ _____	\$ _____	\$ _____
G) Total Expenditures	\$3,083,974.00	\$ _____	\$ _____	\$ _____
FINANCING PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
H) OPWC Funds	1,999,999	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0.00	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$783,975.00	\$ _____	\$ _____	\$ _____
J) Other Revenue				
1) ODOT/FHWA	\$0.00	\$ _____	\$ _____	\$ _____
2) OEPA/OWDA	\$0.00	\$ _____	\$ _____	\$ _____
3) CDBG	\$0.00	\$ _____	\$ _____	\$ _____
4) USDA	\$0.00	\$ _____	\$ _____	\$ _____
5) Other	\$300,000.00	\$ _____	\$ _____	\$ _____
K) Total Local and Other Revenue	\$1,083,975.00	\$ _____	\$ _____	\$ _____
L) Total Financing (H+K)	\$3,083,974.00	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Attachment: OPWC Contract (OPWC Grant East Main Street)

Subdivision Name: City of Reynoldsburg
 Project Name: East Main Street Roadway Improvements
 OPWC Control No.: CC12X/CC13X

Disbursement Form - Pa

Disbursement Request # ____

If this is a final request (to be marked on top of page 3) or if this disbursement uses the remainder of your assistance, your Project file will be closed upon processing this request. As described in Appendix B of the Project Agreement, your minimum Percentage Contribution is 35% of the total Project cost.

AUTHORIZED CERTIFICATIONS

Changes to Project officials must be submitted in writing.

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects Project completion at an estimated ____%.

I certify that the information under this Disbursement Request Form and Certification is true and accurate, and that the work has been completed in accordance with the terms of the Agreement, including payment of the applicable prevailing wage rates. By signing below, I certify that the material suppliers, contractors and subcontractors have been paid in full for work performed and materials supplied pursuant to this Request.

 Andrew Bowsher, Development Director

 Date

 Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section V. B. and V. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer, as both are designated in Appendix A of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix B of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of Project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested is or was necessary in connection with the performance of the Project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs as soon as possible;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this _____ day of _____, _____.

 Stephen Cicak, Auditor

 Joe Begeny, Mayor

CFO Phone: _____

Attachment: OPWC Contract (OPWC Grant East Main Street)

Subdivision Name: City of Reynoldsburg
Project Name: East Main Street Roadway Improvements
OPWC Control No.: CC12X/CC13X

Disbursement Form - Pag

Disbursement Request # _____ **/Indicate if Fi**

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H (3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense. All information must be provided.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (_____) _____ - _____

Federal Tax ID #: _____

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (_____) _____ - _____

Federal Tax ID #: _____

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (_____) _____ - _____

Federal Tax ID #: _____

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (_____) _____ - _____

Federal Tax ID #: _____

5) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (_____) _____ - _____

Federal Tax ID #: _____

OPWC Use Only

Approved by: _____ Date: _____

Reviewed by: _____

Attachment: OPWC Contract (OPWC Grant East Main Street)

Ohio Public Works Commission
PROMISSORY NOTE

\$502,000
July 01, 2020

City of Reynoldsburg
CC13X

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **65 E. State Street, Suite 312, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of **\$502,000** or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of **23** years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in , County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: _____
Stephen Cicak, Auditor

Attachment: OPWC Contract (OPWC Grant East Main Street)

NOTIFICATION OF DISBURSEMENT METHOD

City of Reynoldsburg
East Main Street Roadway Improvements

CC13X
\$502,000

Please select the appropriate box below, sign, and return this form to the Commission by emailing the form to your program representative, Jennifer Kline, at jennifer.kline@pwc.ohio.gov.

If seeking reimbursement, this form must be accompanied by your Declaration of Official Intent as stated below.

YOU MUST CHECK ONE OF THE FOLLOWING BOXES:

☐ **will not seek reimbursement** for construction costs related to the referenced Project. All requests for disbursements will be for the Commission to pay the vendor directly. In-kind and force account work will be a credit toward the local share.

☐ **may need to seek reimbursement** for construction costs related to the referenced Project. A Declaration of Official Intent has been passed and is enclosed with this form.

Stephen Cicak, Auditor

Date

Attachment: OPWC Contract (OPWC Grant East Main Street)

SAMPLE RESOLUTION

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF REYNOLDSBURG ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS _____ FUND FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS, CC13X WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the City of Reynoldsburg on behalf of the State of Ohio that:

- Section 1. The City of Reynoldsburg reasonably expects to receive a reimbursement for the Project named East Main Street Roadway Improvements as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$502,000.
- Section 3. The Fiscal Officer of the City of Reynoldsburg is hereby directed to file a copy of this Resolution with the City of Reynoldsburg for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.
- Section 4. The City of Reynoldsburg finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Reynoldsburg and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.
- Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Resolution adopted: _____, 20____

The foregoing is a true and correct excerpt from the minutes of the meeting on _____, 20____ of the City of Reynoldsburg of City of Reynoldsburg, Franklin County showing the adoption of the resolution herein above set forth.

Stephen Cicak, Auditor

Attachment: OPWC Contract (OPWC Grant East Main Street)



65 East State Street, Suite 312, Columbus, Ohio 43215

Commission Chair

Sandra Tunnell

Director

Linda S. Bailiff

Commissioners

Kimberly Marshall

Halle Jones Capers

Paul Oyaski

Joy Padgett

Randy Riley

July 01, 2020

The Honorable Joe Begeny
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Project No. CC12X/CC13X

Dear Mayor Begeny:

Your request for financial assistance has been approved for the Project entitled East Main Street Roadway Improvements in the amount of \$1,999,999. The enclosed Project Agreement defines your responsibilities in accepting this financial assistance. Please adhere to the following:

- Review the document carefully to be sure you understand your responsibilities and to check that it accurately describes your Project.
- Sign the Agreement where indicated and retain for your records.
- Scan/copy the signature page and return to us by either email to jennifer.kline@pwc.ohio.gov, or by US Mail to the address listed above. Include any changes to officers and minor schedule changes with your transmittal.
- Use the above referenced Project number in your correspondence.

Disbursement requests cannot be approved unless we have received the Agreement signature page and approved the designated vendor if we will directly pay your vendor (vs. reimbursement).

The Project Manager named in the Agreement will receive a separate mailing pertaining to our program requirements detailed on our website at www.pwc.ohio.gov including contractual requirements for bid documents, and reporting of in-kind or force account contributions. Your Chief Fiscal Officer will also receive a mailing pertaining to Project financial information.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614 752-8118, or by email at jennifer.kline@pwc.ohio.gov.

Respectfully,

Linda S. Bailiff
Director

Attachment: OPWC Contract (OPWC Grant East Main Street)



65 East State Street, Suite 312, Columbus, Ohio 43215

<i>Commission Chair</i>	Sandra Tunnell	<i>Director</i>	Linda S. Bailiff
<i>Commissioners</i>	Kimberly Marshall Joy Padgett	Halle Jones Capers Randy Riley	Paul Oyaski

July 01, 2020

Stephen Cicak, Auditor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Project No. CC12X/CC13X

Dear Mr. Cicak:

The City of Reynoldsburg's request for financial assistance has been approved for the Project entitled East Main Street Roadway Improvements in the amount of \$1,999,999. The Project's Chief Executive Officer, Joe Begeny, has been mailed the Agreement for review and execution. You may view the unexecuted Agreement on our website at www.pwc.ohio.gov.

As the Chief Fiscal Officer designated in the Project Agreement, your role in carrying out the Project is important. The following information on our website is available to assist you.

- Instructions for the completion of the Disbursement Request Form. This three-page form must always be signed by the three authorized representatives. If any of the representatives change we must be notified in writing, including the addition of designees or alternates. The disbursement process is also described in Section V of the Project Agreement entitled "Disbursements". Your local share of this Project is defined in Appendix B of the Agreement.
- Auditor of State Technical Bulletin 2002-04 explains the accounting methods to be used for Commission funded Projects.
- A link to the State of Ohio's Enterprise Identity Management System (OH|ID). Any vendor we pay directly must be registered.
- Sample "Payment Confirmation letter". A letter will be mailed to you for all disbursements made for this Project. Letters are mailed monthly about the third week for the prior month's activity. Review your letters and advise us of any errors or omissions.

For Projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and the ODOT. Our office provides the ODOT with the Project Agreement which the ODOT uses as a "letter of credit" in place of the Local Subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with the ODOT, the ODOT will refund the amount of funds offset by the Commission to the Local Subdivision. If this project is an ODOT administered project (ODOT-Let) and ODOT funding is not indicated in the Project Agreement (Appendix B), notify us immediately.

07/01/2020

Page 2

To facilitate timely payments for this Project your vendors are encouraged to enroll for EFT. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through OH|ID. Questions should be directed to them at 877/644-6771.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614 752-8118, or by email at jennifer.kline@pwc.ohio.gov.

Respectfully,



Linda S. Bailiff
Director

Attachment: OPWC Contract (OPWC Grant East Main Street)



65 East State Street, Suite 312, Columbus, Ohio 43215

Commission Chair Sandra Tunnell *Director* Linda S. Bailiff

Commissioners Kimberly Marshall Halle Jones Capers Paul Oyaski
Joy Padgett Randy Riley

July 01, 2020

Andrew Bowsher, Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Project No. CC12X/CC13X

Dear Mr. Bowsher:

The City of Reynoldsburg's request for financial assistance has been approved for the Project entitled East Main Street Roadway Improvements in the amount of \$1,999,999. The Project's Chief Executive Officer, Joe Begeny, has been mailed the Agreement for review and execution. You may view the unexecuted Agreement on our website at www.pwc.ohio.gov.

As the Project Manager designated in the Project Agreement, your role in carrying out the Project is important. Your sign off on the Disbursement Form indicates that the work has been performed and/or materials supplied for the Project, which is the basis for payment by the State of Ohio.

The following information is on our website to assist you:

- Contractual requirements for bid documents.
- In-Kind Contributions Allowable Costs - Information on how to document labor, equipment and materials.
- Instructions for the completion of the Disbursement Request Form. This three-page form must always contain signatures of the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section V of the Project Agreement entitled "Disbursements". The local share of this Project is defined in Appendix B of the Agreement.
- A link to the State of Ohio's Enterprise Identity Management System (OH|ID). Any vendor we pay directly must be registered.
- Advisories

For Projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and the ODOT. Our office provides the ODOT with the Project Agreement which the ODOT uses as a "letter of credit" in place of the local subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with the ODOT, the ODOT will refund the amount of funds offset by the Commission to the local subdivision.

Attachment: OPWC Contract (OPWC Grant East Main Street)

07/01/2020

Page 2

To facilitate timely payments for this Project your vendors are encouraged to enroll for EFT. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through OH|ID. Questions should be directed to them at 877/644-6771.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614 752-8118, or by email at jennifer.kline@pwc.ohio.gov.

Respectfully,



Linda S. Bailiff
Director

Attachment: OPWC Contract (OPWC Grant East Main Street)

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: **October 26, 2020**

TO: **Public Service and Transportation Committee**

RE: **Roadway Responsibility Due to Annexation**

Approval:

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

This ordinance is necessary to facilitate the annexation of property in Etna Township into the City of Reynoldsburg by agreement to accept highway responsibility for Summit Road. The annexation would facilitate proposed mixed-use development on the parcel facing Route 40 and single-family homes facing Summit Road. These parcels are in the SW Licking School District.

AN ORDINANCE ASSUMING MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF SUMMIT ROAD BETWEEN THE SOUTHERN/MOST BOUNDARY OF PARCEL NUMBER 010-018030-00.001 AND THE NORTHERN/MOST BOUNDARY OF PARCEL NUMBER 010-018030-00.000 UPON ANNEXATION OF SAID PARCELS INTO THE CITY OF REYNOLDSBURG, AGREEING TO COOPERATE IN THE MAINTENANCE OF SAID ROADWAY, AND INDEMNIFYING THE TOWNSHIP OF ETNA AND LICKING COUNTY

WHEREAS, owners of real property located along Summit Road in Etna Township have expressed a desire to annex into the City of Reynoldsburg corporate limits and will file one or more petitions for annexation with the Licking County Commissioners; and

WHEREAS, as a condition of annexation, Ohio Revised Code Section 709.033(A)(6) requires the annexing municipal corporation to assume maintenance responsibility of any and all highways or streets that will be segmented or divided by such annexation; and

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

WHEREAS, the proposed annexation of parcel numbers 010-018030-00.001 and 010-018030-00.000 (the “Emswiler parcels”) will segment Summit Road from parcels to the North and South of the Emswiler parcels and from parcels directly across Summit Road to the East, which are all located in Etna Township; and

WHEREAS, upon annexation of the Emswiler parcels, the City shall assume responsibility for all areas associated with Summit Road between the Northern and Southern boundary lines of the Emswiler parcels; and

WHEREAS, the Council of the City of Reynoldsburg has determined that it has the necessary resources to maintain such roads upon annexation of the proposed territory into the City of Reynoldsburg.

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

SECTION 1: The City of Reynoldsburg hereby agrees it will assume maintenance responsibility, including, but not limited to, paving, striping, drainage, installation and maintenance of traffic control devices, and snow removal, of the full width of Summit Road from the Southern-most boundary of Parcel Number 010-018030-00.001 and the Northern-most boundary of Parcel Number 010-018030-00.000 upon annexation into the city of Reynoldsburg, as shown on the map attached as Exhibit A.

SECTION 2. The maintenance responsibilities assumed by the City of Reynoldsburg in Section 1 above shall commence from and after the effective date of the annexation of the Emswiler parcels.

SECTION 3. The City of Reynoldsburg hereby agrees to indemnify and hold harmless Etna Township and Licking County and their employees [as defined in R.C. 2744.01(B)] from any and all suits, claims, demands, costs, damages, attorney fees, charges, liabilities and expenses whatsoever which Etna and Licking County may at any time sustain or incur or become

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

liable for by reason of or in consequence of injury or death to person or property arising from said City's maintenance of, or failure to properly maintain these sections of Summit Road following their respective annexations, as shown on the map attached as Exhibit A.

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

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: October 26, 2020****TO: Finance and Administration Committee****RE: Worker's Compensation Agreement for Community Service Workers**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This ordinance allows the City to monitor community service hours by participants through the Mayor's Court while providing workers' compensation coverage and protecting the City from lawsuits for injury.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE OHIO BUREAU OF WORKERS' COMPENSATION TO
IMPLEMENT COVERAGE FOR INDIVIDUALS SENTENCED BY THE
REYNOLDSBURG MAYOR'S COURT TO PERFORM COMMUNITY SERVICE
SUPERVISED BY THE CRIMINAL JUSTICE ADMINISTRATOR**

WHEREAS, the City of Reynoldsburg recently hired its first Criminal Justice and Recovery Court Administrator, who will, among other responsibilities, supervise individuals who are ordered to or have agreed to perform community service through the Reynoldsburg Mayor's Court;

WHEREAS, it is desirable to include said individuals under the City's Workers' Compensation coverage in the event of injury suffered while performing community service; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, Ohio Revised Code Section 4123.03 and permits a political subdivision to contract with the Ohio Bureau of Workers' Compensation for workers' compensation coverage of persons not otherwise covered under workers' compensation law and any political subdivision that does not secure workers' compensation coverage for persons performing community service confinement it may not assert immunity and may be considered a non-complying employer.

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

Section 1. The Council of the City of Reynoldsburg, Ohio does hereby approve the Contract as set forth above. A copy of the contract will be on file with the Reynoldsburg Mayor's Court Clerk of Court.

Section 2. The Criminal Justice Administrator is hereby directed to submit to the Auditor's Office on a quarterly basis the names of individuals who have performed community service hours as ordered or agreed upon through the Reynoldsburg Mayor's Court.

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


**Contract for Coverage of State Agency
or Political Subdivision**
Pursuant to O.R.C. 4123

This Contract by and between Ohio Bureau of Workers' Compensation (BWC) and _____, a state agency of the State of Ohio, or a political subdivision of the State of Ohio, hereinafter referred to as the State Agency and Public Employer; is entered into pursuant to the authority contained in Section 4123.03, Ohio Revised Code (ORC).

In consideration of mutual promises, agreements, and covenants herein contained:

- 1) The Public Employer agrees to submit with this contract at the time of the execution hereof a copy of the official action of the subdivision authorizing the execution of this contract. If this contract is being executed on behalf of a State Agency, the administrator, director or other top official of such agency authorized to execute contracts on behalf of such agency shall sign the contract;
- 2) The State Agency or Public Employer agrees to maintain at the outset of this contract and update throughout the entire term of this contract a list of names, along with addresses, and any other information needed to identify and verify any persons covered under this contract including termination dates for all individuals; and the employer shall make any such roster available to the bureau upon request;
- 3) BWC agrees to extend the benefits of the workers' compensation law under Chapter 4123, ORC, to such listed persons as may sustain injuries or occupational diseases in the course of and arising out of such services to the Employer, subject to all the provisions of Chapter 4123, ORC, provided that such persons were listed on the roster prior to occurrence of the injury or the inception of the occupational disease;
- 4) BWC agrees that the wage base for reporting payroll for premium purposes be as follows: The base to which the rate shall be applied to probationers shall be the State of Ohio minimum hourly wage provided by law, times the total hours worked for each probationer. Volunteer workers providing services in educational, welfare, social, and medical programs of the employer shall be reported at a base equal to the State of Ohio minimum wage, and never less than 20 hours per week, per volunteer; and that the Public Employer's resolution specifically define all categories of employees for which contract coverage is desired; and that the Public Employer agrees to maintain adequate records to support the reporting of wages, allowances, or any other type of remuneration, the payment of premium;
- 5) If this contract is being executed on behalf of a State Agency, it is mutually agreed that no payroll is to be reported for persons qualifying for workers' compensation benefits under the terms of this contract for premium rate-making purpose due to the state agency employer rate making methodology that calculates a rate representing paying dollar for dollar for all claim costs, and all claim costs will be added to the current rate making methodology;
- 6) It is mutually agreed that premium for Public Employer with respect to each person reported for coverage as herein provided shall be deemed earned when the coverage is extended, and no premium will be refunded upon termination of coverage for any cause provided. However, a premium refund will be made where the refund is occasioned by an adjustment in the premium rate;
- 7) BWC agrees to bill the Public Employer for the premium due under this contract at the time and in the manner applicable to the collection of premium due from the Public Employer by reason of the services of the employees;
- 8) The Employer agrees to submit the same applications for benefits as regular public employees, but shall designate in a prominent place on such application that it is for a "U 69 volunteer, probationer, etc.;"
- 9) BWC agrees to compute the average weekly wage, the base for the payment of benefits, in accordance with Section 4123.61, ORC, taking into consideration the wage earnings from sources other than the services rendered under this contract coverage;
- 10) The contract shall be in effect from and after the date BWC receives the contract;
- 11) It is further mutually agreed that either party may terminate this contract by notifying the other party in writing, by certified mail, of its intention to terminate. Said termination shall take effect on the date fixed in the written notification but no less than 30 days after the mailing of said notification. Upon termination, the rights, duties, and liabilities of each party shall cease except as to injuries occurring before the date of termination.

In witness whereof, the administrator of BWC for BWC and the top official of the state agency of the State of Ohio; or official of the political subdivision of the State of Ohio duly authorized by such agency; or subdivision and having the authority to execute the contract under the laws of the State of Ohio do execute this contract by affixing their signatures hereto.

Administrator

Ohio Bureau of Workers' Compensation

Date

 Policy
number

Date

Signature

Title

Attachment: BWC U-69 Form (Community Service, Worker's Compensation Agreement)

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

DATE: **October 26, 2020**

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

RE: **TIF Agreement for Waggoner Road**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This Ordinance is being brought back to Council for final passage.

AN ORDINANCE CREATING THE WAGGONER ROAD TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT

WHEREAS, this Council desires to facilitate the development of a residential subdivision with approximately 354 single-family homes within the City in order to increase available housing options within the City (the "Project"); and

WHEREAS, in order to facilitate and accommodate the full development of the Project, it is necessary to construct certain public infrastructure improvements; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Waggoner Road Incentive District #1, the Waggoner Incentive District #2, the Waggoner Incentive District #3, the Waggoner Incentive District #4, the Waggoner Incentive District #5 and the Waggoner Incentive District #6 (each an “Incentive District” and collectively the “Incentive Districts”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”); and

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

SECTION 1. Incentive District Findings and Determinations; Creation of Incentive Districts.

This Council hereby: (I) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (b) that each Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements, including, without limitation, Waggoner Road, (iv) finds and determines that the City sent written notice of the public hearing regarding this ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to

Clerk of Council

Mollie Prasher

7232 East Main Street

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exclude that owner's property from the Incentive District and (vi) finds and determines that notice of this ordinance has been delivered to the Boards of Education of Reynoldsburg City Schools and the Eastland-Fairfield Career and Technical Schools in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83. This Council further finds that the sum of the taxable value of real property in the Incentive Districts for tax year 2019 and the taxable value of all real property in the City that would have been taxable in tax year 2019 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does not exceed twenty-five percent of the taxable value of real property within the City for tax year 2019. Pursuant to the TIF Act, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels in each Incentive District (the "Public Infrastructure Improvements"): roadway improvements (including, without limitation, improvements to Waggoner Road), water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, parks and recreation facilities located within one mile of any Incentive District, and all appurtenances thereto. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

SECTION 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year in which at least \$2,000,000 of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within the Incentive District were it not for the exemption granted in this ordinance and ends on the earlier of (a) 10 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the "Incentive District Life").

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the

Clerk of Council

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“Improvement,” as defined in ORC Section 5709.40(A)) is a public purpose, with 75% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “Service Payments”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be deposited and distributed in accordance with Section 6 of this ordinance.

SECTION 5. Pursuant to ORC Section 5709.40(F)(13), this Council finds that there shall be distributed, from service payments received, to the Board of Trustees for the Township of Truro an amount equal to the amount of taxes from the increase in the effective tax rate of any renewal or

replacement levy adopted on or after January 1, 2006 that would have been payable to that taxing authority to the extent the proceeds are used for the purpose of funding fire, emergency medical, and ambulance services. Such amount shall be distributed, pursuant to ORC Section 5709.42(C), by the county treasurer.

SECTION 6. TIF Fund. This Council hereby establishes the Waggoner Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this ordinance (as it may be amended or supplemented). The TIF Fund shall remain in

Clerk of Council

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existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 7. Distribution of Funds. Pursuant to the TIF Act, during the Incentive District Life for each Incentive District, the County Treasurer is requested to distribute all Service Payments and Property Tax Rollback Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 8. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 10. Effective Date. This ordinance is effective on the earliest date permitted by law.

EXHIBIT A

MAPS OF THE INCENTIVE DISTRICTS

The following parcels of real estate situated in the City of Reynoldsburg are included in each of the Incentive Districts shown on the following maps (current tax parcel 263-000174):



CITY OF REYNOLDSBURG, OHIO
ECONOMIC DEVELOPMENT PLAN
WAGGONER ROAD RESIDENTIAL INCENTIVE DISTRICTS

July 27, 2020

Attachment: Waggoner Economic Development Plan (TIF Agreement Waggoner Road)

The Plan

The purpose of this Economic Development Plan (this “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of Reynoldsburg, Ohio (the “City”).

Proposed Development

This Plan relates to a 354 lot residential development in the City on approximately 135 acres, approximately 40 acres of which will be set aside for open space.

The property, referred to herein as the “Waggoner Road Incentive Districts” or the “Property” is currently undeveloped – there are no buildings or structures on the Property. Creating a new, single family residential development, architecturally integrated with homes on surrounding property, will help increase property values in the area and increase housing options in the City.

The current development plan for the Property is contained in Attachment A.

Proposed Incentive District

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the “Incentive Districts”) encompassing the proposed residential development. The Incentive Districts will help to: (1) use quality architecture and design; (2) permit the development of high quality, single-unit housing; (3) enhance the City’s roadway system by providing for public infrastructure including roads, water, sewer, and storm drainage improvements, as well as sidewalks and landscaped open spaces; (4) create a neighborhood that will continue to grow over time; and (5) increase the City’s collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, the following improvements: roadway improvements (including, without limitation, improvements to Waggoner Road), water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, and all appurtenances thereto.

The public infrastructure improvements, especially to Waggoner Road, will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock.

The City will benefit as a whole from the creation of a new neighborhood of 354 single family lots and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential development described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential development will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive District will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential development will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop a residential subdivision with approximately 354 single-family homes within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps are less than 300 acres in size and have a continuous boundary. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

City
Engineer

City of Reynoldsburg, Ohio

City Engineer

**City of Reynoldsburg, Ohio
Waggoner Road TIF
Estimated Schedule of Events**

<u>Event</u>	<u>Date</u>	<u>Status</u>
First reading of the TIF Ordinance Notice provide to schools.	July 27, City Council Meeting	
Notice provided to all property owners in the proposed incentive district with final map (At least 30 days before hearing)	By August 14	
Hearing held and second reading of TIF Ordinance	September 14, City Council Meeting	
Third reading and passage of TIF Ordinance	October 26, City Council Meeting	
TIF Ordinance filed with ODSA	By November 9	

Attachment: TIF Schedule (TIF Agreement Waggoner Road)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

Development Buildout Assumptions and Illustrative Market Values (1)

	Property Type	Construction Start Date	Construction Completion Date	Units	Illustrative Value Per Unit	Illustrative Construction Value	Illustrative Market Value (2)
Phase 1 Single Family	Residential	6/1/2021	6/1/2022	88 units	\$310,000	\$27,280,000	\$27,280,000
Phase 2 Single Family	Residential	6/1/2022	6/1/2023	88 units	\$310,000	27,280,000	27,280,000
Phase 3 Single Family	Residential	6/1/2024	6/1/2025	89 units	\$310,000	27,590,000	27,590,000
Phase 4 Single Family	Residential	6/1/2026	6/1/2027	89 units	\$310,000	27,590,000	27,590,000
Total				354 units		\$109,740,000	\$109,740,000
Total Residential Value						\$109,740,000	\$109,740,000
Total Commercial Value						-	-
Total Illustrative Value All Phases						\$109,740,000	\$109,740,000

(1) All values are illustrative. Changes to the assumptions outlined above may have a material effect on the tax increment revenue illustrations included in this analysis.
(2) Illustrative Market Value equals 100% of Illustrative Construction Value. Actual Assessed Value will be determined by the Franklin County Auditor upon completion of projects.

(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

REAL PROPERTY TAX RATES (1)(2)

Taxing District	Levy Name	Res/Ag Effective Rate	Protected Millage (3)
Franklin County	GENERAL FUND	1.470000	-
	2004 CHILDREN SERVICES	1.561777	-
	2005 ZOOLOGICAL	0.619713	-
	2006 ADAMH BOARD	1.954473	-
	2008 DEVELOPMENTAL DISABILITIES	3.109389	1.643534
	2009 CHILDREN SERVICES	2.754030	-
	2012 DEVELOPMENTAL DISABILITIES	3.109389	-
	2012 OFFICE ON AGING	1.154916	0.399778
	2017 OFFICE ON AGING	0.400878	0.400878
	2019 METRO PARK	0.947865	0.299325
Subtotal		17.082430	2.743515
Reynoldsburg CSD	GENERAL FUND	1.100000	-
	GENERAL FUND	5.300000	-
	1976 CURRENT EXPENSE	0.572791	-
	1976 CURRENT EXPENSE	0.602938	-
	1976 CURRENT EXPENSE	0.813966	-
	1976 CURRENT EXPENSE	0.844113	-
	1976 CURRENT EXPENSE	1.175729	-
	1976 CURRENT EXPENSE	1.627932	-
	1977 CURRENT EXPENSE	1.477252	-
	1985 CURRENT EXPENSE	4.374968	-
	1986 CURRENT EXPENSE	2.086317	-
	1997 CURRENT EXPENSE	4.530621	-
	2002 BOND (\$33,000,000)	3.580000	-
	2004 BOND (\$20,950,000)	3.180000	-
	2008 BOND (\$56,000,000)	4.490000	-
	2008 PERMANENT IMPROVEMENT	0.439228	-
	2010 CURRENT EXPENSE (RC 5705.212)	6.061353	-
	2011 CURRENT EXPENSE (RC 5705.212)	0.878457	-
	2012 CURRENT EXPENSE (RC 5705.212)	0.878457	-
	2013 CURRENT EXPENSE (RC 5705.212)	0.878457	-
Subtotal		44.892579	-
Eastland JVSD	1978 CURRENT EXPENSE	1.200000	-
	1998 CURRENT EXPENSE	0.800000	-
Subtotal		2.000000	-
Truro Township	GENERAL FUND	0.200000	-
	1976 FIRE	0.222766	-
	1976 FIRE	0.318238	-
	1976 FIRE	0.636476	-
	1980 FIRE	0.556809	-
	1984 FIRE	0.894068	-
	1988 FIRE	1.671192	-
	2005 FIRE & E.M.S.	1.959353	-
	2007 FIRE & E.M.S.	3.562460	-
	2012 FIRE & E.M.S.	3.473398	3.473398
	2016 CURRENT EXPENSE	2.226537	2.226537
Subtotal		15.721297	5.699935
City of Reynoldsburg	GENERAL FUND	0.150000	-
	GENERAL FUND	0.250000	-
	POLICE PENSION	0.300000	-
Subtotal		0.700000	-
Columbus-Franklin County Library District	2010 CURRENT EXPENSE	2.497902	0.535264
Subtotal		2.497902	0.535264
Total Effective Rate Collection Year 2020		82.894208	8.978714
Less: County Protected Millage		(2.743515)	
Less: Township Protected Millage		(5.699935)	
Less: Library District Protected Millage		(0.535264)	
Estimated Net Effective Rate Collection Year 2020 (3)		73.915494	

(1) Per the State of Ohio Department of Taxation, as of February 17, 2020. Represents tax year 2019, collection year 2020 information.

(2) Stated voted bond millage may expire after collection year 2020 before the full term of the illustrative TIF. Reductions in effective millage will materially impact the illustrative cash flows.

(3) Protected Millage: certain levies are not captured by an Incentive District TIF and are to be paid to respective subdivision(s) in the amount of revenue generated by the entire millage of any newly approved additional levies, plus the increase in the effective rate (over the January 1, 2006 rate) of any renewal or replacement levies, passed by the electors on or after January 1, 2006.

(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

ILLUSTRATIVE MARKET VALUES AND TIF SERVICE PAYMENTS
10 year - 75% TIF

Construction Completion Year	Tax Year	Collection Year	Phase 1	Phase 2	Phase 3	Phase 4	Total	Total	Residential	Exemption Amount	TIF Service Payments	
			Market Value	Market Value	Market Value	Market Value	Residential Market Value	Residential Assessed Value	Effective Millage		Annual	Cumulative
			(1)	(1)	(1)	(1)	(1)		(2)		(3)	
2022	2023	2024	\$27,280,000				\$27,280,000	\$9,548,000	73.915494	75.00%	\$529,309	\$529,309
2023	2024	2025	27,280,000	\$27,280,000			54,560,000	19,096,000	73.915494	75.00%	1,058,618	1,587,927
2024	2025	2026	27,280,000	27,280,000			54,560,000	19,096,000	73.915494	75.00%	1,058,618	2,646,544
2025	2026	2027	27,280,000	27,280,000	\$27,590,000		82,150,000	28,752,500	73.915494	75.00%	1,593,941	4,240,486
2026	2027	2028	27,280,000	27,280,000	27,590,000		82,150,000	28,752,500	73.915494	75.00%	1,593,941	5,834,427
2027	2028	2029	27,280,000	27,280,000	27,590,000	\$27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	7,963,692
2028	2029	2030	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	10,092,957
2029	2030	2031	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	12,222,223
2030	2031	2032	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	14,351,488
2031	2032	2033	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	16,480,753
2032	2033	2034		27,280,000	27,590,000	27,590,000	82,460,000	28,861,000	73.915494	75.00%	1,599,956	18,080,709
2033	2034	2035			27,590,000	27,590,000	55,180,000	19,313,000	73.915494	75.00%	1,070,647	19,151,357
2034	2035	2036			27,590,000	27,590,000	55,180,000	19,313,000	73.915494	75.00%	1,070,647	20,222,004
2035	2036	2037				27,590,000	27,590,000	9,656,500	73.915494	75.00%	535,324	20,757,328
2036	2037	2038				27,590,000	27,590,000	9,656,500	73.915494	75.00%	535,324	21,292,652
Total Illustrative Revenue											<u>\$21,292,652</u>	
Net Present Value at 5.00%											<u>\$14,789,326</u>	

(1) See page 2.
(2) See page 3.
(3) Assumes the total millage rate stays constant for the life of the Illustrative TIF after collection year 2024. Assumes four separate 10-year TIF areas starting with first collection in 2024.

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

ILLUSTRATIVE MARKET VALUES AND TIF SERVICE PAYMENTS

30 year - 100% Non-School TIF

Construction Completion Year	Tax Year	Collection Year	Phase 1	Phase 2	Phase 3	Phase 4	Total	Total	Residential Effective Millage	Exemption Amount	TIF Service Payments	
			Market Value	Market Value	Market Value	Market Value	Residential Market Value	Residential Assessed Value			Annual	Cumulative
			(1)	(1)	(1)	(1)	(1)		(2) (3)		(4)	
2022	2023	2024	\$27,280,000				\$27,280,000	\$9,548,000	27.022915	100.00%	\$258,015	\$258,015
2023	2024	2025	27,280,000	\$27,280,000			54,560,000	19,096,000	27.022915	100.00%	516,030	774,044
2024	2025	2026	27,280,000	27,280,000			54,560,000	19,096,000	27.022915	100.00%	516,030	1,290,074
2025	2026	2027	27,280,000	27,280,000	\$27,590,000		82,150,000	28,752,500	27.022915	100.00%	776,976	2,067,050
2026	2027	2028	27,280,000	27,280,000	27,590,000		82,150,000	28,752,500	27.022915	100.00%	776,976	2,844,027
2027	2028	2029	27,280,000	27,280,000	27,590,000	\$27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	3,881,950
2028	2029	2030	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	4,919,873
2029	2030	2031	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	5,957,796
2030	2031	2032	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	6,995,719
2031	2032	2033	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	8,033,642
2032	2033	2034	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	8,796,194
2033	2034	2035	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	9,558,745
2034	2035	2036	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	10,321,297
2035	2036	2037	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	11,083,848
2036	2037	2038	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	11,846,400
2037	2038	2039	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	12,608,951
2038	2039	2040	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	13,371,503
2039	2040	2041	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	14,134,054
2040	2041	2042	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	14,896,605
2041	2042	2043	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	15,659,157
2042	2043	2044	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	16,421,708
2043	2044	2045	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	17,184,260
2044	2045	2046	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	17,946,811
2045	2046	2047	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	18,709,363
2046	2047	2048	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	19,471,914
2047	2048	2049	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	20,234,466
2048	2049	2050	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	20,997,017
2049	2050	2051	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	21,759,568
2050	2051	2052	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	22,522,120
2051	2052	2053	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	23,284,671
2052	2053	2054		27,280,000	27,590,000	27,590,000	82,460,000	28,861,000	19.853458	100.00%	572,991	23,857,662
2053	2054	2055			27,590,000	27,590,000	55,180,000	19,313,000	19.853458	100.00%	383,430	24,241,092
2054	2055	2056			27,590,000	27,590,000	55,180,000	19,313,000	19.853458	100.00%	383,430	24,624,522
2055	2056	2057				27,590,000	27,590,000	9,656,500	19.853458	100.00%	191,715	24,816,237
2056	2057	2058				27,590,000	27,590,000	9,656,500	19.853458	100.00%	191,715	25,007,951

Total Illustrative Revenue

\$25,007,951

Net Present Value at 5.00%

\$12,117,138

(1) See page 2.

(2) See page 3. Assumes net effective millage rate, less School District and JVSD effective millage for years 1-10.

(3) See page 3. Assumes net effective millage rate, less School District, JVSD and less half of County effective millage for years 11-30.

(4) Assumes the total millage rate stays constant for the life of the Illustrative TIF after collection year 2024. Assumes a 30-year TIF area starting with first collection in 2024.

(Preliminary - Subject to Change)
(For Internal Use Only)