



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
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, October 25, 2021

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - FATHER RADOVAN CEKOVSKI**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – October 11, 2021
7. **COMMUNITY COMMENTS**

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

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

- a. Presentation by Larry Taylor with Volunteer Energy
- b. Presentation by Bob McElheney and Bill Lehman of the Ice Foundation

8. PUBLIC HEARING

- i. An Ordinance Creating the Summit Road Tax Increment Financing District; 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

9. COMMUNICATIONS

10. MOTIONS

- a. A Motion to Approve a Resolution to Recognize National Bullying Prevention Month
- b. A Motion to Approve a Resolution Recognizing Breast Cancer Awareness Month

11. REPORTS

- a. **Clerk of Court Report**
 - 1. Clerk of Court Report
- b. **Liquor Permit**
 - 1. Liquor Permit for EMB Enterprises
- c. **Development, Parks & Recreation Committee**
 - 1. Work Session with EMH&T and OHM regarding Civic Park
- d. **Public Safety, Law & Courts Committee**
 - 1. An Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds, and Declaring an Emergency

e. **Public Service & Transportation Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services

f. **Finance & Administration Committee**

1. An Ordinance Unappropriating Funds from an Account in the Computer Department and Appropriating Funds to Another Account in the Computer Department, and Declaring an Emergency
2. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2022 Tomato Festival, and Declaring an Emergency

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

1. An Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds, and Declaring an Emergency --- Bryant. Public Safety, Law and Courts Committee.
2. An Ordinance Authorizing the Auditor to Establish a New JEDD Fund Account, and Declaring an Emergency (Second Reading 10/11/2021). --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR FIRST READING

1. An Ordinance Authorizing the Mayor to Enter into a Contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services --- Strickland. Public Service and Transportation Committee.
2. An Ordinance Unappropriating Funds from an Account in the Computer Department and Appropriating Funds to Another Account in the Computer Department, and Declaring an Emergency --- Salvati. Finance and Administration Committee.
3. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2022 Tomato Festival, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

14. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Creating the Summit Road Tax Increment Financing District; 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 (First Reading 10/11/2021). --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the City of Reynoldsburg, Ohio Codified Ordinances (First Reading 10/11/2021). --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance Authorizing Local Aggregation of Retail Electric Loads in Accordance with Section 4928.20 of the Ohio Revised Code (First Reading 10/11/2021). --- Salvati. Finance and Administration Committee.
- d. An Ordinance Authorizing the Mayor to Establish a Process and Eligibility Requirements for a Grant Program Directed Toward Female, Minority, and Veteran Owned New Businesses in the City of Reynoldsburg and Appropriating Funds (First Reading 10/11/2021). --- Salvati. Finance and Administration Committee.

15. OTHER COUNCIL MATTERS

16. UPCOMING MEETINGS

- a. November 4, 2021 Planning Commission
- b. November 8, 2021 Council
- c. November 18, 2021 BZBA
- d. November 22, 2021 Council
- e. November 25 & 26, 2021 City Offices Closed
- f. December 2, 2021 Planning Commission
- g. December 6, 2021 Special Council
- h. December 13, 2021 Council
- i. December 16, 2021 BZBA
- j. December 23 & 24, 2021 City Offices Closed
- k. December 27, 2021 No Council Meeting
- l. December 30 & 31, 2021 City Offices Closed

ADJOURNMENT

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Council President Leanora Jenkins called the meeting to order at 6:34 PM

Invocation - John Stumbo with The Alliance

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

ABSENT: Pyakurel

Approval of Agenda

The agenda stands approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – September 27, 2021

The September 27, 2021 minutes stand approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Teresa Coulter

1223 Roundelay Road E

My name is Teresa Coulter, I live at 1223 Roundelay Road E. And I am writing this letter in opposition to the proposed Sheetz at the corner of Main Street and Brice Road. My husband and I moved to Reynoldsburg in June and, while we are new to the city, I am familiar with this community as my mother and other family members have called Reynoldsburg home since the 1950's. I have seen progress and development in Reynoldsburg and the surrounding areas, just as many of you have, and I love to see our city grow. However, I believe allowing the installment of Sheetz at the intersection of Main Street and Brice Road is not the kind of progress we need in Reynoldsburg.

In the 1.7-mile stretch along Main Street between I-270 and Aida Drive there are already six fast-food burger joints: Steak N Shake, Rally's, McDonald's, Dairy Queen, Swenson's, and Wendy's - not to mention other fast-food eateries, as well as several dine-in establishments. I find it hard to rationalize the addition of yet another fast-food restaurant in such a short distance. In that same 1.7-mile stretch, there are four gas stations. I fail to see reason in the addition of a fifth. We have all experienced the traffic along Main Street that is, in part, the

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nature of a busy state route. The traffic, however, is compounded by the congestion of some of the businesses housed here; the fast-food establishments and gas stations are no exception. The addition of a combination fast-food-gas station complex would only further congest Main Street.

In addition to traffic concerns, there is the issue of so many fast-food restaurants in close proximity to each other and to our residential areas. Though inconclusive, there have been some studies that indicate proximity to fast-food restaurants is associated with higher body mass index in adults (Fleischhaacker, S. E., et al, 2011) and a study published by the Official Journal of the American Academy of Pediatrics (2003) concluded that fast-food consumption among children in the United States has an adverse effect on dietary quality and could plausibly increase risk of obesity. I urge the council to consider the ramifications bringing yet another fast-food restaurant into our community may have on future generations.

My final point in opposition to the installment of a Sheetz at this intersection is that the installment of two other Sheetz has been proposed, and to my understanding at least one has already been approved. If we allow three locations of the same business to come into our community, all within five miles of each other, what businesses are we shutting out? Have there been other proposals for any of the sites of the proposed Sheetz? I would hate to see Reynoldsburg lose out on other commodities, whether they are restaurants or other types of business, because there is too much of one thing. Thank you for your consideration.

Mayor Begeny

Hear Food Pantry Proclamation

WHEREAS, the mid-Ohio market at HEART is Helping Eastside and Reynoldsburg Thrive; and

WHEREAS, the mission of HEART is to nourish and flourish; and

WHEREAS, HEART has grown from serving 225 households a month to over 225 households a day; and

WHEREAS, HEART has had 32,300 shopping events to date each week, serves 900+ neighbors, representing approximately 4,000 people weekly; which represents 84,000 meals; and

WHEREAS, through September of this year volunteers have collected nearly 250,000 pounds or close to 125 tons of product; and

WHEREAS, volunteer hours are the equivalent to 13 full time employees at 27,040 hours served annually; and

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WHEREAS, HEART creates and supports local business, school, churches, and civic organizations and as such helps to promote unity and community pride throughout Reynoldsburg; and

WHEREAS, HEART serves neighbors that represent 16 languages and actively seeks to learn the cultures of the many who call Reynoldsburg home;

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, hereby heartily commend mid-Ohio market at HEART on their 10 years of service to the community.

Cheryl Wooten

I really appreciate the proclamation that was just given and all of the stats but the stat's don't tell it all. As with any organization serving the community, you do it out of love and compassion. I may be accepting the proclamation but I don't take this alone. It takes hundreds of volunteers and staff members throughout the week to serve the community. If you are on the board, please raise your hand and Barth would you mind standing. If you are a paid staff member, would you raise your hand. If you are a volunteer raise your hand. We have volunteers, family members who support what we do. We have equivalent in volunteers to what would be 13 full time employees, week in and week out. Extremely hot or cold, there is no in between around here, we are still trying to find that. Our team is determined with Covid and so many things going on, we want to be a part of the community. We want to provide nutrition as a service that will help people flourish as the days go on. Would you all help me in recognizing this team in their continual efforts in serving the Reynoldsburg community? Thank you.

Hindu Heritage Month Proclamation

WHEREAS, Hinduism is the third largest religion in the world with more than 1 billion followers worldwide, 6 million in the United States, and 11,000 in Ohio; and

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

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

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

WHEREAS, Hindus strive to achieve dharma, which is a code of living that emphasizes good conduct and morality; and

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

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NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, do hereby proclaim the month of October 2021 as

HINDU HERITAGE MONTH

as I urge all people of Reynoldsburg to join in recognition of this significant occasion and the achievements above mentioned.

Mr. Rizal

I am very happy to accept this proclamation for Mr. Pyakurel. I would like to thank the Reynoldsburg City Council and community for recognizing this month. We believe in peace, prosperity and progression. I would like to thank you all again so much.

Mayor Begeny

We do have an update some of our property purchases. Starting with the property across from the cemetery we have entered into a letter of intent with Daimler Corporation to purchase 5 of those acres at \$190,000.00 for a total of \$950,000.00. We are going to continue working with them on this property moving forward. We should have news on the other acreage on the property on October 25. We also have news from the Happy Dragon. We hopeful in having a purchase agreement by October 25 for the first meeting in November and to have a site plan by November 24 or the first meeting in December. I would like to invite John Stumbo to give a brief update for the Alliance project. There is no longer a K-Mart there and now it is all open.

John Stumbo

Thank you for the warm welcome we have received from the City of Reynoldsburg. Everything is working for us, the plan is working. We are interviewing architects as of today. The fundraising from personal donations from people who believe in the organization that we are a part of. Our staff continues to relocate one at a time, as appropriate for their family from Colorado to Ohio. We have hired 18 new staff members from the region and I am delighted to announce that broadening the diversity of our staff has already began. Colorado Springs is not the most diverse place in the United States but our family of Alliance is a very diverse organization and we wanted our staff to better reflect the diversity of our organization and that is actually now happening. We have sold our building in Colorado so that's final, we are leasing back one floor of that building. There probably won't be much visible progress over the winter. Civil engineers, architects and smart people start doing their jobs. We are grateful and grateful for Andrew, we will try not to throw him under the bus for bringing us here and then abandoning us once we get here. His work in providing us the opportunity to get us the

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Ohio Jobs Grant., being the first non-profit to receive the grant was a tremendous encouragement to us in helping purchase and tearing down the K-Mart. We are making progress, we are happy and no complaints. It was fun to be a part of the Tomato Festival and we will look at more opportunities to volunteer and get involved with the community. Got to do a walk about with Councilmember Lawson-Rowe. We are grateful for the opportunities we have to get to know our community and will keep working toward good citizenship with you. We are happy to answer any questions that arise and thank you.

Mayor Begeny

I do have a few events to go over. We have our Community Town Hall this Wednesday at Baldwin Middle School. This is sponsored by the Reynoldsburg Police Department, the Reynoldsburg City and School district. We will discuss how to make our community safer and how to build between those communities and the Police Department. We have our Community Clean-Up Day, October 16th from 9am to 1pm. I'm sure I will see all of Council out there at home point helping to volunteer with one the activities including, shredding, pill disposal, flag disposal, etc. Those will occur at JFK Park and hazardous and bulk material will all be Civic Park. I look forward to seeing all of you there. We have partnered with The Ohio State University sustainability program, there will be a community meeting on Wednesday, October 20th from 6:30 to 8:30 on Zoom about how Reynoldsburg is going to be taking steps to be a more sustainable City. I wanted to give Council an update on our revenue. As of October 1st, we have surpassed what was accumulated all of 2020 and are on track for a record breaking year due to a number of businesses, we are at 55 that have opened since January of 2020. Our spending has increased with some of these property purchases but we able to put that money back in to our pockets as well as the other ones we are planning. We are in great shape looking forward and moving in to 2022. It is my hope that the first meeting in November we will be able to bring a budget to you so you can look and review and we will have bigger and better things for 2022 as we move forward as a City. Thank you.

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Presentation by the Auditor of State's Office

**Tory Huebner
Central Regional Liaison**

As many of you may know the state auditor does audit all state and local government entities. That's about 6,000 people throughout the state and only between 4 to 6 people qualified to receive the award with distinction. This is a really great honor that your fiscal department has earned multiple years. At least the three years that I've been here. In order to receive a clean audit report which means that you file your comprehensive annual report timely, your gap basis and you do not have any ethics referrals, bank reconciliation issues and no findings for recovery. It also means you have great public records policies. Which is a big thing in our office. So on behalf of the auditor office, I would like to present Auditor Cicak with his award.

Auditor Cicak

The Auditor of State reward with distinction represents reliability and consistency. It represents producing results for our community and the integrity and honesty of our work. Nothing that we do is easy or fun but what we do is right. I want to thank deputy auditor Stephanie Cornell, Secretary Carrie Schehl and especially my finance manager Joni Crawford. My appreciation to Brenda Browning who retired, she did a lot of work for us last year. We are hoping to go forward in 2022. 2020 was such a rough year. It was the first time we did a single audit and it included federal funds. The federal funds, we had over 50 meetings from the Auditor's office. It would be one thing if we had set directions that were stable, but they changed every month. I want to thank the Mayor and City Attorney and the team that we had. We help the city businesses with the \$10,000 grants we did this as a team and I accept this award on behalf of the City, thank you.

Motions

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE DOMESTIC VIOLENCE MONTH

Councilmember Salvati reads the motion into the minutes.

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Councilmember Baker

Thank you for bringing this motion forward to counsel, it's much appreciated.

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

A MOTION TO APPROVE A RESOLUTION RECOGNIZE STORMWATER AWARENESS WEEK

Director Dorman

This motion was brought forward to counsel tonight. It's stormwater awareness and this was somewhat fitting with what we have dealt with over the past several years in the city. Being a national week of awareness it brings to light the issues out there with climate change and other things going on with development. We felt this is a fitting resolution to bring forward to Council. There's been a lot of effort on staff and with our engineering group to find solutions to benefit the city.

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

Reports

Liquor Permit

LIQUOR PERMIT FOR AESH USMAN LLC

Chief Baker

The first investigation was completed for a transfer of a liquor permit. Held by MSR 2009 Inc. that was doing business as Fuzzy Cigar and More at 1750 Brice Road. The permit is being transferred to Aesh Usman LLC, who will continue operating the carry out business at the same location. The permit is for a C1 C2 class which is for sealed containers for carry out only. There been no alcohol related police calls over

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the past two years. The Ohio department of liquor control advised that a tax hold could prevent this permit from being transferred and that the applicant will need to get this satisfied to allow the transfer. I do not recommend that we request a hearing for this permit application from being transferred. That's the standalone carry out next to century city.

RESULT: READ INTO THE MINUTES

LIQUOR PERMIT FOR SUNRISE GROCERY MARK LLC

Chief Baker

This is for a new liquor permit. Application is for sunrise grocery Mark LLC, 5559 East Livingston Ave. The Business will be operated as the Sunrise Grocery Mark and the Blacklick Plaza, the business is owned by <INAUDIBLE>. The permit is for a C1/C2 class. Which is for beer wine and mix beverages sold and sealed containers for carry out only. This is a new business so there are no prior calls related to this business, however there have been many police calls to a carry out in that same location. The department of liquor control advised our investigator that the owner has no other active liquor permits and they know of nothing that would prevent the liquor permit from being issued. I also do not recommend that we request a hearing for this application.

Councilmember Baker

Last month a restaurant came in asking for a liquor permit and we voted it down because they were trying to get around adding an additional liquor permit. Which would put us over the amount of permits. Assistant teeth Grizzell let us know that they have been trying to drive out the crime in the area. How would this play into that factor because they aren't that far from each other. What's the difference between granting this one verse that one last month?

Chief Baker

This one is allowable without any exceptions to the current law. The state has laws in place that limit the number of permits within a certain area, this one is allowable

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under the law so there's nothing really we can object to this application. I was not here during the last meeting so it must've been a different type of permit that put the number of over for that area. Liquor control is not telling us that this is too many for that area.

City Attorney Shook

Yes sir it's just a classification where we haven't received the max on the city. The one that was considered a couple months ago, that one was an application for a permit where we had already reached the maximum amount allowed in that area and the only way to get around that is to meet the development project rule, and in that case, Council determined that the permit application was not a development project.

Councilmember Baker

OK I just want to make it clear because like I said they are not that far apart from each other.

Chief Baker

From what I know about the other permit, that was allowing consumption on site. This permit is specifically for the sale of beer wine and mix beverages in a sealed container. So you have someone going into the store buying the sealed container and taking it home. That is one of the differences in that type of permit, without having the application in front of me I'm not sure what the classification was for the restaurant but I would assume it was different because it's for consumption on premises because then you have people driving.

Councilmember Baker

Well for me booze is booze. Whether it's beer, wine or liquor. You can go into a restaurant and get liquor to go with a food order, so to me it's no different than going in and buying a six pack or going to a restaurant and getting a couple margaritas. That's the reason I asked the question.

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Auditor's Report

Clerk Prasher reported that the Auditor presented reports from July and August, 2021.

AUDITOR'S REPORTS-JULY, 2021

Clerk Prasher

The Auditor's office has submitted the budget by department and classification for the months of July and August 2021.

RESULT: READ INTO THE MINUTES

AUDITOR'S REPORTS AUGUST, 2021

Clerk Prasher

The Auditor's office has submitted the budget by department and classification for the months of July and August 2021.

President Jenkins

Noticed that there is a website called checkbookohio.gov. I'm not sure if anyone has heard of that. But it lists the City's expenditures and I noticed that Reynoldsburg schools are listed there amongst other cities and counties in Ohio. I just had a question if we were ever on this website or why we don't participate.

Auditor Cicak

Checkbook Ohio we used to belong to it. Our system does not mirror up to the data perfectly with it. It's something we could look into in the future if you would like us to do so. We did have incidents before where data was reported and it was an error and that's something we don't want to have. We accurately report numbers, but it's something I could look into. I'm not sure if there is a cost associated with it.

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President Jenkins

Do you know the last time we participated in it? When I was on the website I couldn't find anything for the city.

Auditor Cicak

The last time we were on it was probably 2018.

President Jenkins

If you could look into that, I noticed the schools in some other cities throughout Ohio.

Auditor Cicak

There are numerous other software companies that come and try to sell things to the City all the time. One is open government which is almost like Open Checkbook and I looked into it. They did Mansfield and the cost was about \$1500 a month. When I asked how many people actually looked at it, they never called me back. I wanted to see what it cost per . . .

President Jenkins

And that would be important to know, to see who is actually using the data and looking at it. You don't want to be a part of something that isn't being utilized but you also want to have transparency as far as our city government.

Auditor Cicak

There is nothing more transparent than the Comprehensive Annual financial report and we are the only city entity in Reynoldsburg that does that. That is the measurement of art for the state and the pinnacle of financial reporting.

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

This is the Development, Parks & Recreation Committee meeting for October 11, 2021.

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

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property Located at 7277 East Main Street to be Used by the City of Reynoldsburg, and Declaring an Emergency (First Reading 9/27/2021).

Director Bowsher

After reviewing and coordinating with the EPA as the Mayor had mentioned in his update, we thought it was in the capability of the City to be able to do the remediation ourselves so the City will be purchasing instead of the CIC for this parcel in the next. Just wanted to give that quick update on that. We will probably be getting a few more liquor license as well with the new uptick in our population and now we're over 40,000 so that will give a little extra. They break them down by warehousing distribution and as the cheap was saying it's a difference, may not be a difference for you but there is a difference between opening it on premises or taking it home and doing it.

Councilmember Cotner

It says to be used by the city of Reynoldsburg, what's the plan for this property?

Director Bowsher

The current plan is that we have additional dollars set in stone for the demolition of both of the buildings to clean up the property and Take away some of the contaminated soil that is there that the EPA found. You'll be working with a developer either through RFP or another process to find a suitable new structure, new development on that parcel.

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Councilmember Cotner

So this doesn't obviously include demolition and clean up. What's the estimated cost of those items?

Director Bowsher

It does. It includes that, that's why we had 30,000 additional dollars added into the contingency for the demolition and cleanup of the site.

Councilmember Cotner

This first parcel is half an acre about?

Director Bowsher

I don't have that data in front of me but yes I would say you're probably right.

Councilmember Cotner

\$720,000.00. That's a lot of money for a contaminated place that we have to clean up, build and resell. And we're selling the property out by the cemetery 400,000 an acre?

Director Bowsher

\$190,000.00 per acre. That's five total acres that we are almost getting all of the proceeds back.

Councilmember Cotner

Yes. I liked that idea, I thought it was great but \$720,000 for a small parcel that needs to be cleaned up and re-sold. I have some concerns about that, that's a lot of money for that little piece of land.

Director Bowsher

I don't disagree but I hope you would agree that the amount of money that the city has put into that area has not been some small fee and I think by cleaning up this parcel among some of the other parcels you're going to create a better walkable

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downtown and I think the city has to take the first lead in the investment so the other developers can follow.

Councilmember Cotner

Which I think the city has done, there has been a lot from the lots of the happy dragon to the plans I just think that's a lot of money on that little parcel, that's one of the most concerning facts about that and then the other not cheap amount on that piece back there to clean up. So I just have concern spending that much money on those little parcels with no real plan in place and potential challenges still.

Councilmember Strickland

I like your statement when you said the city does have to take a lead on bringing new development into the city the way we would like for it to be, to bring those new development partners in and also making sure that we continue to grow our city into the city that we want. Thank you for the work that you and the mayor and whoever else has been working on this. Thank you.

Councilmember Baker

The figure you said it was 720,000, and that includes demolition and cleanup?

Director Bowsher

No, that is just the purchase price.

Councilmember Baker

OK I'm sorry, I just couldn't remember. And how did the city come to that price?

Director Bowsher

Just like the other two parcels, PNC Bank and I as well as the happy dragon had an appraisal done and the purchase price we feel is still in line with those appraisals, both PNC and happy dragon and now this parcel here, those combined.

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Councilmember Baker makes a motion to amend the ordinance to add an additional appropriation of \$12,200.00 to cover the cost of the demolition. Second by Councilmember Lawson-Rowe. Motion carries.

Roll call: Councilmember Baker; Aye, Councilmember Cotner; Nay, Councilmember Lawson-Rowe; Aye.

Councilmember Baker makes a motion to forward the ordinance as amended to Council for a second reading and emergency approval. Second by Councilmember Lawson-Rowe. Motion carries.

Roll call: Councilmember Baker; Aye, Councilmember Cotner; Nay, Councilmember Lawson-Rowe; Aye.

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property Located at 1415 Water Street to be Used by the City of Reynoldsburg, and Declaring an Emergency (First Reading 9/27/2021).

Director Bowsher

Same thing with this parcel, this is just the back half of that property.

Councilmember Baker makes a motion to amend the ordinance to add an additional appropriation of \$11,360.00 to cover the cost of the demolition. Second by Councilmember Lawson-Rowe. Motion carries.

Roll call: Councilmember Baker; Aye, Councilmember Cotner; Nay, Councilmember Lawson-Rowe; Aye.

Councilmember Lawson-Rowe makes a motion to forward the ordinance as amended to Council for a second reading and emergency approval. Second by Councilmember Baker. Motion carries.

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Roll call: Councilmember Baker; Aye, Councilmember Cotner; Nay, Councilmember Lawson-Rowe; Aye.

An Ordinance Creating the Summit Road Tax Increment Financing District; 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

Director Bowsher

This is the second phase of the Eastwood Development. There are some changes coming soon to the planning commission. All 50 foot lots, owner occupied, don't worry homes for rent at one point but since I've all backed out. This is for the TIFF specifically for the city to collect the property tax on this proposed improvement, including the future expansion of Summit Road and the addition of bike trails and sidewalks that go along adjacent to that as well as traffic coming mechanisms, probably a signal roundabout at Summit in Main as well. We have known that we have needed that for some time. This is another way for the city to be able to build infrastructure as we continue to grow to the east. Just ask that you support that. We're going to work on some additional estimates but currently right now we are looking at from the developers about \$14.5 million in revenue over the 10 year. For this property for the second phase.

Councilmember Cotner

Putting a roundabout at Summit and Maine is something that is discussed? What would the state's involvement be with that?

Director Bowsher

About the same is anything we do there on Main Street. We coordinate with them but when it is in the city it comes underneath our purview. This is not the first time that a

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roundabout would've been proposed on a major thoroughfare state route. I simply say that because it's been discussed in some of the traffic meetings we have had with Eastwood. Whether that is a roundabout there or a signal, when we get into engineering we will decide that. I think that Council will have a decision to make as well as the engineers but simply just providing the options of what has been discussed at this point.

Councilmember Cotner

I know that we would be quite a ways down the road but that seems like a pretty big undertaking and knowing that it took the state, I don't know how many years to continue dangling the carrot out in front of us for paving Main Street, I just wonder again what their contribution or assistance would be or whether that all falls onto the city.

Director Bowsher

This would be something even with the signal that would fall on the city.

Councilmember Baker

I have a question about the roundabout I know their discussion about putting a light there because I remember around 2018 a resident reached out to me about talking about putting a light there because of it's hard to turn if you're going left out of Summit on Main Street, I think a resident almost got hit trying to make that turn. That was something I asked back then. ODOT said there wasn't enough traffic that would warrant one however, now that we are growing and that development is going in it's going to warrant one. Was there any inquiry about that?

Director Bowsher

We will work with ODOT as we continue to move through that process. There's always great funding opportunities and will continue to work with ODOT as best as we can.

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Mayor Begeny

Yeah I think we are looking at this to take a little bit of what we are experiencing with Waggoner Road as well. I think by the traffic studies they would probably say that a light is not warranted at Priestley and Waggoner, however, we feel if a centrist of the community is willing to do so and one thing that we've continuously heard is planning ahead for the infrastructure aspect, a traffic light or roundabout at Summit would be something that we would do before the traffic gets to the point that it has an Waggoner Road. This is a preventative action. We can continue to take the steps as we expand out east.

Councilmember Bryant

I may have misunderstood at some point, but I thought that you couldn't put any roundabouts on a state route like that.

Director Bowsher

You can. 161 There is at Plain City is a really great example where they have the new Costco over there, that's just one of them and it would be a similar size because it's two lanes each way. Just in his example that we've talked about with the agency. I didn't mean to bring up the debate about roundabouts, I just simply was saying we are utilizing these funds to plan these traffic improvements before it becomes a problem.

Councilmember Baker

I think you'll prohibit the trucks that are coming from logistic companies out there to take a different route instead of going straight through town. I'm just putting that out there.

Councilmember Baker makes a motion to forward the ordinance to Council for a first reading. Second by councilmember Lawson-Rowe. Motion case.

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

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Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for October 11, 2021. Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Strickland, and President Jenkins.

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

Director Dorman

It's that time of year unfortunately where we start talking about the Columbus fees that technically get passed along to us and then all this burden satellite communities pay so this is the Columbus rate they charged us for stormwater. We obviously pass that along, we get a bill from Columbus for water and sewer usage. We do use some of this fund actually to reimburse ourselves for our own work as we do stormwater improvements, there's a small percentage on here as well. It gets put into an enterprise account, again that account can only be used for stormwater work. We can't use this money and move it to pay for something in parks and rec or even in the street department it has to strictly be for stormwater. Once again, I believe next council meeting will be discussing water and sewer as well. Years ago clean water act was passed and there were all these mandates for communities to be critical of design and when it comes to designing some things pre-and post-construction so the rule of thumb is when you develop a site, Say it's a cornfield, the water cannot be at a higher rate than it did when it was a cornfield even if you paved the entire lot. These rules were put in place and what they came up with was the typical E are you in that as your previous area basically there's a standard kind of formula to determine that for residential units. They all pretty much pay the same ERU. This would be a \$.24 increase per month per residential unit. I know it seems like a lot but it's fairly small. Your commercial users are going to pay a fairly significant wage compared to what a residential unit has.

Councilmember or Strickland makes a motion to forward the ordinance to Council for a first reading. Second by councilmember Lawson-Rowe. Motion carries.

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Finance & Administration Committee

This is the Finance & Administration Committee meeting for October 11, 2021

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

An Ordinance to Transfer Funds for the Purchase of Real Properties at 7277 East Main Street and 1415 Water Street to be Used by the City of Reynoldsburg, and Declaring an Emergency (First Reading 9/27/2021).

Director Bowsher

This is the follow up ordinance for the funds to be appropriated for the purchase contracts you recently sent to Council.

Councilmember Salvati makes a motion to amend the ordinance from \$850,000.00 to \$874,580.00 to cover the demolition costs. Second by Councilmember Bryant. Motion carries.

Councilmember Salvati makes a motion to forward the amended ordinance to Council for second reading and emergency approval. Second by Councilmember Strickland. Motion carries.

An Ordinance Authorizing Local Aggregation of Retail Electric Loads in Accordance with Section 4928.20 of the Ohio Revised Code

Mayor Begeny

As discussed in the last meeting we talked about the preferred vendor of the electric aggregates and once again with us is Volunteer Energy to answer any questions you may have.

Councilmember Salvati

I read the ordinance a couple times, it's fairly vague on what it will cost the consumer, I believe all the spaces were left blank and I was just curious how that will work with the gas aggregation it was like 8% less than Columbia Gas. So obviously

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this one is a little different but I was curious what the rate would be. If you had any details on how that will work.

Volunteer Energy

Simply because of the market and how it fluctuates so frequently, it really wouldn't be relevant to give a price at this time because that price could change by tomorrow. I will work that out with the mayor and the Director and if it needs to go to Council to approve the final price then that's what we will need to do but the objective will be prior to executing the agreement that the price that we put out there would be less than the price to compare from AEP. That is the goal.

Councilmember Salvati

So is this contract different than if we lock in a price for a year or two years or whatever it is, I know the gas one is a percentage and that can fluctuate on how Columbia Gas price fluctuates I assume but this one's written differently correct?

Volunteer Energy

Correct. It's a fixed cost. Once that cost is determined it would stay the same per kilowatt for the duration of that agreement whether it's 12 months or 24 months.

Councilmember Salvati

And that is independent of if AEP fluctuates?

Volunteer Energy

Yes AEP will fluctuate it typically does about four times a year. But this fixed price will not fluctuate.

President Jenkins

So if your power goes out then the resident calls your company or electrical wiring or a transformer or any of those sorts of things who services those problems?

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Volunteer Energy

AEP would still be responsible.

Councilmember Strickland

When will we know what the fix priced will be, is there a time limit or a timeframe?

Volunteer Energy

I believe the third reading is around November 8 so we will give our bid or quote on that rate prior to November 8. I think there needs to be some discussion as to locking in that price. We will present a price before November 8, that price will change because the market changes. Then we will leave it up to the administration and counsel to lock in that price prior to the start date of March 2022.

Councilmember Salvati

Can you educate why this electric contract would work so much differently than the gas contract?

Volunteer Energy

It's just a different commodity, I can't answer that in detail. I just know that you are totally separate because of the markets. Gas is something that we are able to do a guaranteed savings on. The fixed price with the electric, it's just a different commodity treated a different way.

Councilmember Lawson-Rowe

I know when you were here last time we had discussions about gas and there was a lot of discussion about opting in and opting out, would that hold true for electricity as well?

Volunteer Energy

It would be the same type of program, it would be an opt out program as well.

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Councilmember Cotner

To follow a little further with council member Lawson row, the resident can opt out at any time they want? So if we've set the rate and volunteer has guaranteed that rate and somehow during that term the AEP rate or another supplier that that resident would choose, if they find something that would be significantly lower or any lower at all they can call and cancel right then and switch to the lower and better rate? At any time just because they want to.

Volunteer Energy

Yes. Anytime just because they want to. They can opt out at the beginning of the program or anytime during the program no fees or penalties.

Councilmember Cotner

What we are hearing a little more clearly is that volunteer takes a risk on this by saying, and so does Council, you guys are the experts and you know where the market is moving a whole lot better than any of us would. You're supplying us with what you believe would be the best rate but if something changes in the climate in the commodity and AEP goes up, the resident still comes out ahead because you're locked in at that lower rate but if AEP goes down they can go and choose another supplier, they can opt out just for that reason six months in they are not locked in to this at any time whatsoever?

Volunteer Energy

That is correct.

Councilmember Salvati makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carries.

An Ordinance Authorizing the Mayor to Establish a Process and Eligibility Requirements for a Grant Program Directed Toward Female, Minority, and Veteran Owned New Businesses in the City of Reynoldsburg and Appropriating Funds

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Director Bowsher

This ordinance is before you for the first of three reads to establish a baseline and a process plus an application for this grant. It will be upwards of \$10,000 for these applicants that would be expanding a current existing business or relocating or locating a business within Reynoldsburg. I think this is a great effort. I know this was brought from Councilmember or Strickland and I basically took her thoughts and ideas and put them on paper and now we have I think a great ordinance establishing this and our requirements. I'd be happy to answer any and all questions relating to this.

Councilmember Strickland

First of all, thank you Director Bowsher and I know councilmember Baker and I've been working along with me on trying to get this together so thank you. I do have a question regarding how the funds will be established. Will it be divided up amongst the, now we have the minority, female and veterans, how would that money or funds be divided up among those three different groups?

Director Bowsher

We don't have a set requirement, it's simply that we're going to take in the applicants and then we have a matrix based on need that we have right now. A lot of it is going to be first come first serve as we've set aside I believe 200,000 excuse me 100,000 for 2021. And we can come back and do this again sometime after January.

Councilmember Strickland

What I would like to see happen is really try to establish some type of process that deals with dividing the money up amongst those three groups. I want to make sure that each group female, minority and veterans have a set amount of money that is set aside. Once that money is gone, it's gone until you have some type of process for the next group. Does that make sense what I'm asking?

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Director Bowsher

Yes, absolutely. My question would be what if we get zero applicants may be for the veterans and we get 10 applicants that happen to be female and we run out of money because we've saved it for the other piles. What would you want at that point?

Councilmember Strickland

Hopefully we are actively going after these businesses.

Director Bowsher

There's already been a huge push, I think we have six female minority owned businesses that are already looking to apply so I wouldn't want to pay ourselves to where we can't give the people the grants that have applied first where we have pushed aside money into different categories. So I would just caution you on that.

Councilmember Strickland

That is fair, I would like to be a part of the conversations.

Mayor Begeny

2021 is going to be different because we are already in October and there's going to be limited time to get the application in but perhaps when we look specifically to 2022 maybe we can do it X amount of dollars per quarter. When I found that we are doing the Cares Act grant funding there were a lot of people that said I wish I would've known so maybe when we get that first batch out there for 2021 that will help generate more awareness instead of doing it all in January. Maybe we appropriate the funds but we do it on a quarterly basis to make sure that the application. Opens at various times to make sure that we expand the network as much as possible. That is a logical solution to that as well.

Councilmember Bryant

I suggest some sort of points system. Because that's three categories you have one person. Dividing it into the three categories may not be great because if you have

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somebody who's a female minority veteran that wants to start a business they have all three boxes.

Councilmember Baker

But even if they do hit all three boxes you could put something in there if they qualify for one so you're going to get some money so that way one person is not dipping in the till two other times. To make it fair. I see what you mean they could hit all three but if you already hit one of the three you're going to get money just because you're all three doesn't mean you're going to get three different checks.

Councilmember Bryant

No, I am saying that if we market down to three different categories then what do you do?

Mayor Begeny

I think at that point we would, depending on the total number of applications we would go through the process to make sure that there is no one over represented area overall and try and make it equitable all the way across. Because we have the discretion as we go through this, I think we will be able to maintain that process and like I said we can still work it out between reads one, two and three.

Attorney Shook

I think that we need to be a little careful if we are talking about trying to set hard numbers or percentages based on groupings within these classifications. The key here is to be equitable and currently the language provides you discretion for that equity and I think similar to what we do with the small business grant program with the cares act fun in 2020 it might be appropriate to put into the ordinance a committee that will be part of the selection process which could of course include a member or two of Council so that you're at the table that might help to ensure equity that Council is looking for.

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Councilmember Salvati

That's something we could look at for 2022.

Director Bowsher

I would definitely expect these to really be utilized though, I think the Mayor and I we really discussed early on how much funds it was surprising by how much we need this.

Councilmember Baker

I just wanted to agree with you and this is needed. There is going to be other entities that use this idea and take this blueprint and use it in their community so I agree with you.

Councilmember Salvati

Personally I think that rather than say there's a certain amount of money for each category we should definitely collect the data it and if they are skewed towards only people that have applied or women then that should tell the city that you need to go out and try and find or better message to the minority community that it's available or better message to the veteran community that it's available and the same goes if it's skewed any other ways. The data should be used to see who obviously hasn't heard about it because it's free money.

Councilmember Cotner

Any thought about, as Councilmember Baker just said. That we want these people to be part of the community, making sure that there is some longevity that they stay. This would be eligible for a home business or an internet business, we would not want to see somebody we give \$10,000 to and they move out in six months. Anyway we can put any kind of must stay in the city for at least one year or something along those lines.

Director Bowsher

Potentially, I would add, it's not an outright 10,000 it's based on accrued cost.

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Councilmember Cotner

Absolutely. \$10,000 can go a long way when starting a business or expanding a business and we don't want to see it taken advantage of where someone starts up some home base or whatever it may be and you're there 6 to 8 months and you're moving out of the city that quickly. Small business stuff and not trying to make it tougher on them but if they don't make it that's one thing. We're not talking about specific brick and mortar or something.

Attorney Shook

I think that could be done. I think we get creative here with the language and application and the qualification requirements. Whether the business is staying in the City. There may be a course if the business goes into bankruptcy.

Councilmember Cotner

With 6 month reviews, I don't want to put a burden on anything or the small business, we want them to succeed. What we don't see is in 6 months they realize their lease is ending and they're ready to go to another community and 8 or 9 months later they are on the same lease but taken a new lease in another spot. If you left within a year you've got to pay back some or all of the grant from the taxpayers' dollars.

Councilmember Baker

I was just about to make that same point because I do agree with you on that, this is public money and we are trying to increase our businesses here. And if a business closes up shop or moves or whatever they should be something where they have to pay some of the money back.

Councilmember Cotner

Not if you claim bankruptcy. I'm just worried about the one who lease is about up and you move out and it's the same business just 2 miles outside of the city.

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Director Bowsher

Between this meeting and the next, I will get with attorney Shook to come up with a longevity clause that we can put inside of it.

Councilmember Salvati makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carries.

Consent Agenda for Emergency Adoption

RESULT:	ADOPTED [5 TO 1]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Louis Salvati, Councilman
AYES:	Baker, Bryant, Strickland, Salvati, Lawson-Rowe
NAYS:	Cotner

123-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT 7277 EAST MAIN STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

124-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT 1415 WATER STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

125-2021

AN ORDINANCE TO TRANSFER FUNDS FOR THE PURCHASE OF REAL PROPERTIES AT 7277 EAST MAIN STREET AND 1415 WATER STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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Consent Agenda for First Reading

RESULT: **REFERRED TO COUNCIL**

AN ORDINANCE CREATING THE SUMMIT ROAD TAX INCREMENT FINANCING DISTRICT; 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.

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT (ERU) OF THE CITY OF REYNOLDSBURG, OHIO CODIFIED ORDINANCES --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING LOCAL AGGREGATION OF RETAIL ELECTRIC LOADS IN ACCORDANCE WITH SECTION 4928.20 OF THE OHIO REVISED CODE --- Salvati. Finance and Administration Committee.

Consent Agenda for Second Reading

RESULT: **REFERRED TO COUNCIL**

AN ORDINANCE AUTHORIZING THE AUDITOR TO ESTABLISH A NEW JEDD FUND ACCOUNT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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Consent Agenda for Third Reading

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

126-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2022 STREET AND SIDEWALK MAINTENANCE AND REPAIR PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Strickland. Public Service and Transportation Committee.

127-2021

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY AND PRELIMINARY ENGINEERING DESIGN SERVICES FOR WAGGONER ROAD IMPROVEMENTS, AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

128-2021

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH CIVICENGAGE CENTRAL FOR WEBSITE DESIGN AND APPROPRIATE FUNDS --- Salvati. Finance and Administration Committee.

Legislation for Third Reading and Approval

129-2021

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE ROSE HILL TOWNHOME DEVELOPMENT --- Baker. Development, Parks and Recreation Committee.

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RESULT:	ADOPTED [5 TO 1]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Louis Salvati, Councilman
AYES:	Baker, Bryant, Strickland, Salvati, Lawson-Rowe
NAYS:	Cotner

Other Council Matters

Councilmember Lawson-Rowe

I wanted to share a couple of items, one we received an email from the Lions Club. April Darling wanted me to remind my Council colleagues about the Lion's Club annual auction that is slated for October 14th at 6:00 PM. At station Lions Building. Second, the Civilian Review Board that was fully endorsed by the FOP, the Citizens Police Academy was birthed. We have two more classes before we are finished and I would like to invite Council and neighbors to participate in the citizens' police academy. It's a great program. You learn about the training and get a bird's eye view of what our officers are faced with. I am sad to say I started off strong but eventually died, they said what happened and I said I would call the Police, they said you are the police! So hats off to you Chief. Third, you see my pink flower, its breast cancer awareness month. 1 and 8 women are diagnosed with breast cancer. I would like to request that everyone get your mammogram and ask your loved ones to get their ones.

Mayor Begeny

The community Halloween party is this weekend here at JFK, from 6 to 9. There are going to be lots of activities and costumes galore. Candy for the kids and kind of a trunk or treat. I hope we can see as many people from the community and special shout out to the Reynoldsburg Community Association and their work. There is no Ohio State game this weekend so there will be plenty of events for those of us that are going through withdraw. So can't wait to see everyone there on Saturday.

Councilmember Strickland

I want to provide a public shout out to Mr. Joe Swartson. Councilmember Bryant and I had the opportunity to visit his history classroom. The 11th and 12th graders had some really good questions about what's going on in the City. I was really surprised, questions about roads and sidewalks. I just wanted to say he is doing a great job with our young people. I would encourage everyone to visit our schools.

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President Jenkins

I would also like to thank Mr. Swartson for inviting us to participate in the Homecoming parade. We all had a good time and the weather was great.

Councilmember Baker

Thank you to our nurses and doctors, those working in logistics and those who work in retail and food services. Second, congratulations to the homecoming king and queen and to the football team. Keep racking up the wins as the season is almost over.

Upcoming Meetings

October 21, 2021 BZBA

October 25, 2021 Council

November 4, 2021 Planning Commission

November 8, 2021 Council

November 18, 2021 BZBA

November 22, 2021 Council

Adjournment

Mollie Prasher
Mollie Prasher, Clerk of Council

Leanora Jenkins
Leanora Jenkins, President of Council

Minutes Acceptance: Minutes of Oct 11, 2021 6:30 PM (Approval of Minutes)

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

DATE: October 25, 2021**TO:****RE: National Bullying Prevention Month**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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**A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE NATIONAL
BULLYING PREVENTION MONTH****WHEREAS**, more than 3.2 million American children are victims of bullying each year; and**WHEREAS**, bullying continues to impact our nation's youth - about one in four children in the United States are bullied on a regular basis; and**WHEREAS**, bullying is any severe or pervasive physical, verbal, electronic, act, or conduct that has or can be reasonably predicted to have a negative effect on any individual or school site; and**WHEREAS**, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescence annually; and**WHEREAS**, targets of bullying are more likely to acquire physical, emotional, and learning problems and students, who are repeatedly bullied often fear such activities as riding the bus, going to school, and attending community activities; and**WHEREAS**, the City of Reynoldsburg recognizes that all students deserve to be safe in school, online, and in the community, and that bullying is not acceptable; and**WHEREAS**, the City of Reynoldsburg will do all it can to call attention to the issue of bullying in schools, home, workplace, and cyberspace.

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

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, does hereby support National Bully Prevention Month and encourages its students, parents, and staff to spread messages of kindness, acceptance, and inclusion.

PASSED this 25th day of October, 2021.

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

DATE: October 25, 2021**TO:****RE: National Breast Cancer Awareness Month**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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A Resolution Recognizing Breast Cancer Awareness Month**Whereas**, October is national Breast Cancer Awareness Month; and**Whereas**, for women in the United States, breast cancer death rates are higher than those for any other cancer, besides lung cancer; and**Whereas**, breast cancer is the most commonly diagnosed cancer among American women, besides skin cancer; and**Whereas**, the national Cancer institute estimates in the United States, more than 281,550 (female) and 2,650 (male) new cases of breast cancer will be diagnosed this year with over 43,600 people dying; and**Whereas**, October 21, 2021 is National Mammography Day and every woman is encouraged to have her breasts checked; and**Whereas**, thanks to earlier detection and better treatments, mortality rates for breast cancer have steadily decreased in the last decade; and**Whereas**, there are many organizations that continue to search for a cure through vital research to educate our community about the importance of early detection our best protection and the risks of breast cancer; and**Whereas**, during National Breast Cancer Awareness Month, the City of Reynoldsburg stand with our mothers, daughters, mothers, and friends to join in fighting their battle as

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

well as the advocates, researchers, and health care providers whose care and hard work gives hope to those living with breast cancer.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG:
that this Council does hereby recognize and declare the month of October as Breast Cancer Awareness Month in the City of Reynoldsburg.

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

DATE: **October 25, 2021**

TO: **City Council**

CC:

RE: **CLERK OF COURT REPORT MONTH ENDING SEPTEMBER**
2021

I am submitting monies collected from the courts held on 9/2, 9/9, 9/16, 9/23 and 9/30/21. 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)	\$	6,411.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$	13,375.00
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Sub-Total (To General Revenue Fund)		\$	19,786.00
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Computerization Needs Fund	(#211.4510)	\$	1,585.00
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Enforcement & Education Fund	(#293.4616)	\$	25.00
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Sub-Total		\$	1,610.00
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Total Amount Submitted		\$	21,396.00
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Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 phone****Memo**

DATE: October 25, 2021**TO:****CC:****RE: Liquor Permit EMB Enterprises**

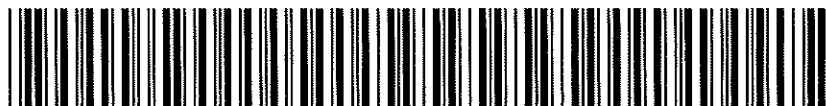
NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3165

TO

2502242		NEW		EMB ENTERPRISES LLC	
PERMIT NUMBER		TYPE		1365 BRICE RD	
ISSUE DATE				REYNOLDSBURG OH 43068	
10 04 2021					
FILING DATE					
D5					
PERMIT CLASSES					
25	220	B		D19781	
TAX DISTRICT				RECEIPT NO.	

FROM 10/06/2021

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



MAILED 10/06/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

11/08/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
 REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 2502242**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal Officer

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



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered timely, your above response must be:

FAXED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 - 3166

EMAILED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensingMailUnit@com.state.oh.us

POSTMARKED, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4008
Reynoldsburg, Ohio 43068-8006

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: October 25, 2021****TO: Public Safety, Law and Courts Committee****RE: PD Then & Now Payment**

Approval:

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

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

Please see attached documents for a then and now payment. This is the highest invoice we have received to date. A new invoice was opened in October to cover the difference which is after the 9/30/2021 closing date. We were not made aware of the large invoice until it was received as most months have been averaging \$4,900.00 a month We are requesting approval to pay for the full invoice of \$11,323.62. This is a single read emergency.

**AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO
THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS, AND
DECLARING AN EMERGENCY**

WHEREAS, the Ohio Revised Cod 5705.41(D) states:

(D)(1) Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous

Police Department

Curtis Baker

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6907 Phone

encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid; and

WHEREAS, ORC 5705.41(D) becomes applicable for the City of Reynoldsburg when amounts are above \$6,914.92.

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

SECTION 1. That in accordance with ORC 5705.41(D) the following payment for services performed in the prior year shall be and is hereby approved:

Vendor	Franklin County Sheriff
Description	Ongoing Prisoner Care
Invoice Date	October 4, 2021
Total Amount	\$6,914.92
Purchase Order No.	2021-00001809
Account	110.111.5375

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

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to pay invoices and ORC 5705.41(D) requires that this Ordinance be passed within thirty days of its presentation to City Council. Therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41(D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purchase. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 6,914.92 has been appropriated and was available in the treasury at the date of purchase September 2 and is still available as of 10/13/2021 for the following purchase:

Purchase Order	<u>2021-60001809</u>	Date of Invoice	<u>10/4/2021</u>
Vendor	<u>3012-FRANKLIN City Sheriff</u>	Description	<u>PRISONOR CARE - Sept 2021</u>
Invoice No.	<u>September, 2021</u>	Account	<u>110.111.5375</u>

Stephen M. Ciesla
City Auditor

10.13.2021
Date

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

Ship To

City of Reynoldsburg-Police Department
7240 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Police Department
7240 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order
No. 2021-00000964

DATE 04/13/2021

✓
VENDOR 3012 - FRANKLIN COUNTY SHERIFF'S

Contact

FRANKLIN COUNTY SHERIFF'S OFFICE
ATTN: CHRIS WISE
369 S HIGH ST
COLUMBUS, OH 43215



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

ORIGINATOR: Cheryl Kristy

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Prisoner Care - Prisoner Care (NOT MEDICAL) 110.111.5375 - Prisoner Care 25,000.00	25,000.0000	\$25,000.00
10/4/2021		Sept. bal on 1809		
* mail email w/ invoice				
			\$	Pay 4408.70
TOTAL DUE				\$25,000.00

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been
appropriated and are in the treasury free from any obligation.

Stephen M. Ciesak
Jul 10.12.21

Special Instructions

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

Ship To

City of Reynoldsburg-Police Department
7240 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Police Department
7240 E. Main Street
REYNOLDSBURG, OH 43068

ntPurchase Order

No. 2021-00001809

DATE 10/08/2021

VENDOR 3012 - FRANKLIN COUNTY SHERIFF'S



PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

**DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1**

ORIGINATOR: Cheryl Kristy

Contact

FRANKLIN COUNTY SHERIFF'S OFFICE
ATTN: CHRIS WISE
369 S HIGH ST
COLUMBUS, OH 43215

REFERENCE #[illegible]

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Stephen M. Ciolek

Special Instructions

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

Cheryl Kristy

From: Leslie Clark
Sent: Wednesday, September 15, 2021 9:57 AM
To: Cheryl Kristy
Cc: Chris Shook
Subject: Hayden Pittman

Hi Cheryl,

Just wanted to give you a heads up with this one when the jail bill arrives. Hayden Pittman (DOB 10/23/1999) was arrested and taken to jail on 9/7/21 for disorderly intoxic. The next day, 9/8/21, Gail L. faxed a release to the jail so that Mr. Pittman could be released on 9/8/21. Gail rec'd the fax confirmation and spoke with Dep. Greathouse at 0816 on 9/8/21 confirming receipt of the release.

On 9/10/21, Joyce (court staff) received a call from Pittman's family member indicating that he was still in jail on our charge. Joyce contacted the jail who verified that the Def. was, in fact, still in custody for our charge and had never been released. Joyce refaxed the release from 9/8/21 and called and spoke to Dep. Greathouse (the dep. That confirmed receipt originally) and he again stated that he received the release.

We should only be responsible to pay his jail bill from 9/7/2021-9/8/2021.

Thanks,

Leslie M. Clark
Clerk of Courts
Reynoldsburg Mayor's Court

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

✓ REPD-501.09	ATTEMPT	20210901	20210903	
COURT-ORDERED RELEASE		9/3/2021		
Inmate:	Booking #:		# of Days:	Amount:
WESTBROOK, JOEY	20210831038	Billing Start/End:	2	\$138.00
✓ SHONDALE J.		20210909	20210910	
REPD-335.074	DRIVING UNDER FINANCIAL RESPONSIBILITY LAW SUSP	9/10/2021		
COURT-ORDERED RELEASE				
✓ REPD-337.02	LIGHTED LIGHTS REQD	20210909	20210910	
COURT-ORDERED RELEASE		9/10/2021		
Inmate:	Booking #:		# of Days:	Amount:
WILKS, DAVID ANTHONY	20210911021	Billing Start/End:	8	\$322.00
✓ REPD-313.01	OBEY TRAFFIC CONTROL DEVICES	20210911	20210916	
RELEASE TO MAYORS COURT		9/11/2021		
✓ REPD-335.074	DRIVING UNDER FINANCIAL RESPONSIBILITY LAW SUSP	20210911	20210916	
RELEASE TO MAYORS COURT		9/16/2021		

REPD

Report Date: 09/01/2021 - 09/30/2021

REYNOLDSBURG POLICE

Total Slates: 34

Total Charges: \$11,415.62

*** Please remit TOTAL within 30 days to:

Franklin County Sherrif's Office

410 S. High Street

Columbus, Ohio 43215

Attn: Finance

- 92.00 Hayden Pittman

\$ 11,323.62

If there is a discrepancy concerning your bill, please contact Maggie Buechner at 614-525-3617 within 30 days.

Signature for Payment

Chief of Police or Designee

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

Franklin County
MARGARET BUECHNER
Prisoner Billing Report (Prorate)

Page: 1 of 5
10/4/2021
4:23:06 PM

REPD

Report Date: 09/01/2021 - 09/30/2021

REYNOLDSBURG POLICE

Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
ALLEN, BRANDON M	20210902075	20210902 20210909	8	\$153.31
✓ REPD-545.05	PETTY THEFT			
COURT-ORDERED RELEASE		9/9/2021		
BAJGAI, MUKTINATH	20210915043	20210915 20210916	2	\$184.00
✓ REPD-333.02	REKLESS OPER ON STREETS, PUB/PRIV PROPERTY			
COURT-ORDERED RELEASE		9/15/2021		
✓ REPD-335.07	SUSPENSION	20210915 20210916		
COURT-ORDERED RELEASE		9/16/2021		
BISTA, GHANA	20210831047	20210901 20210902	2	\$184.00
✓ REPD-525.02	FALSIFICATION			
RELEASE TO MAYORS COURT		9/2/2021		
✓ REPD-525.07	OBSTRUCTING OFFICIAL BUSINESS	20210901 20210902		
RELEASE TO MAYORS COURT		8/31/2021		
✓ REPD-525.18	FAILURE TO DISCLOSE PERSONAL INFORMATION.	20210901 20210902		
RELEASE TO MAYORS COURT		8/31/2021		
BROOKS, MICHAEL J II	20210828028	20210901 20210909	9	\$207.00
✓ REPD-333.01	DRIVING/PHYS CONTRL UNDER INFLUENCE			
TIME SERVED		9/9/2021		
✓ REPD-335.074	DRIVING UNDER FINANCIAL RESPONSIBILITY LAW SUSP	20210901 20210909		
DISMISSED		9/10/2021		
✓ REPD-335.11	ILLEGAL LICENSE PLATES; TRANSFER OF REGISTRATION.	20210901 20210909		
DISMISSED		9/9/2021		
BROWN, KENNETH	20210930050	20210930 20210930	1	\$92.00
✓ REPD-509.03	DISORDERLY CONDUCT; INTOXICATION			
COURT-ORDERED RELEASE		10/1/2021		
BURTON, MELISSA M	20210928046	20210928 20210930	3	\$184.00
✓ REPD-545.05	PETTY THEFT			
RELEASE TO MAYORS COURT		9/30/2021		
CHANNELL, RONALD EDWIN	20210909011	20210909 20210923	15	\$782.00
✓ REPD-513.14	POSSESSION/SALE OF DRUG PARAPHERNALIA			
TIME SERVED		9/23/2021		

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
CLARK, DOMINIQUE LYNN	20210930004	20210930 20210930	1	\$92.00
✓ REPD-509.03 DISORDERLY CONDUCT; INTOXICATION				
COURT-ORDERED RELEASE	10/1/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
COURTNEY, CHANCE M	20210911006	20210911 20210913	3	\$138.00
✓ REPD-335.01 OPERATOR LIC REQUIRED				
COURT-ORDERED RELEASE	9/13/2021			
✓ REPD-335.11 ILLEGAL LICENSE PLATES; TRANSFER OF REGISTRATION.		20210911 20210913		
COURT-ORDERED RELEASE	9/11/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
DAVIS, JUSTUS TRVETTE	20210829006	20210901 20210902	2	\$92.00
✓ ^{MIKII} REPD-335.071 DRIVING UNDER SUSPENSION LICENSE RESTRICTION.				
COURT-ORDERED RELEASE	9/2/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
DEBESAY, YONAS M	20210926023	20210926 20210926	1	\$92.00
✓ REPD-509.03 DISORDERLY CONDUCT; INTOXICATION				
COURT-ORDERED RELEASE	9/26/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
DEVOLL, LARRY J	20210922024	20210923 20210930	8	\$368.00
✓ REPD-333.01 DRIVING/PHYS CONTRL UNDER INFLUENCE				
PROBATION GRANTED	10/4/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
DIGGS, JAYWON ELIJAH	20210904028	20210913 20210916	4	\$276.00
✓ REPD-331.22 YIELD AT ROADWAY WHEN ENTERING FROM PRIVATE DRIVE				
RELEASE TO MAYORS COURT	9/13/2021			
✓ REPD-335.01 OPERATOR LIC REQUIRED		20210913 20210916		
RELEASE TO MAYORS COURT	9/16/2021			
✓ REPD-335.12 STOPPING AFTER ACCIDENT		20210913 20210916		
RELEASE TO MAYORS COURT	9/13/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
EMBRY, OLIVIA PATIENCE	20210913018	20210913 20210917	5	\$322.00
✓ REPD-333.01 DRIVING/PHYS CONTRL UNDER INFLUENCE				
COURT-ORDERED RELEASE	9/17/2021			
✓ REPD-335.07 SUSPENSION		20210913 20210917		
COURT-ORDERED RELEASE	9/17/2021			
✓ REPD-335.11 ILLEGAL LICENSE PLATES; TRANSFER OF REGISTRATION.		20210913 20210917		
COURT-ORDERED RELEASE	9/17/2021			
✓ REPD-537.07 ENDANGERING CHILDREN		20210913 20210917		
COURT-ORDERED RELEASE	9/17/2021			
Inmate:	Booking #:	Billing Start/End:	# of Days:	Amount:
ESTEP, SARAH	20210908007		10	\$644.00

✓	REPD-545.05	PETTY THEFT	20210908	20210917		
	COURT-ORDERED RELEASE		9/17/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	FIROBEN, DYLAN RAX	20210911011	Billing Start/End:		6	\$552.00
✓	REPD-333.01	DRIVING/PHYS CONTRL UNDER INFLUENCE	20210911	20210916		
	RELEASE TO MAYORS COURT		9/16/2021			
✓	REPD-333.03	SPEED	20210911	20210916		
	RELEASE TO MAYORS COURT		9/11/2021			
✓	REPD-335.01	OPERATOR LIC REQUIRED	20210911	20210916		
	RELEASE TO MAYORS COURT		9/11/2021			
✓	REPD-335.12	STOPPING AFTER ACCIDENT	20210911	20210916		
	RELEASE TO MAYORS COURT		9/11/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	FLINDERS, ARICKA E	20210914046	Billing Start/End:		10	\$552.00
✓	REPD-545.05	PETTY THEFT	20210914	20210923		
	RELEASE TO MAYORS COURT		9/23/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	GATEWOOD, FRANK	20210901013	Billing Start/End:		2	\$92.00
✓	ALBERT REPD-545.05	PETTY THEFT	20210901	20210902		
	COURT-ORDERED RELEASE		9/2/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	HUNTER, ROBERT E	20210826059	Billing Start/End:		14	\$1,288.00
✓	REPD-541.05	CRIMINAL TRESPASS	20210901	20210914		
	DISMISSED		9/14/2021			
✓	REPD-541.05	CRIMINAL TRESPASS	20210901	20210914		
	TIME SERVED		9/14/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	ISAAC, CREWSHAUN L	20210930015	Billing Start/End:		1	\$92.00
✓	REPD-537.05	AGGRAVATED MENACING	20210930	20210930		
	INITIAL BOOKING		9/30/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	JENNINGS, JORDON M	20210607034	Billing Start/End:		23	\$1,058.00
✓	REPD-537.03	ASSAULT	20210901	20210923		
	TIME SERVED		9/23/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	JENNINGS, ROBERT	20210919044	Billing Start/End:		5	\$460.00
✓	ARNOLD REPD-545.05	PETTY THEFT	20210919	20210923		
	RELEASE TO MAYORS COURT		9/23/2021			
	Inmate:	Booking #:			# of Days:	Amount:
	KNOX, JEREMIAH JAMES	20210903082	Billing Start/End:		2	\$184.00
✓	REPD-541.05	CRIMINAL TRESPASS	20210903	20210904		
	TIME SERVED		9/4/2021			
	Inmate:	Booking #:			# of Days:	Amount:

LINNEAR, DEVON FREDRICK 20210831057

Billing Start/End: 9

\$391.00

✓ REPD-335.072 OPERATING MOTOR VEHICLE OR MOTORCYCLE W/O LICENSE

20210901 20210902

COURT-ORDERED RELEASE

9/2/2021

✓ REPD-525.02 FALSIFICATION

20210902 20210909

COURT-ORDERED RELEASE

9/9/2021

Inmate: Booking #:

of Days: Amount:

MITCHELL, JOHNIE KEVIN 20210922001

Billing Start/End:

9

\$199.31

✓ REPD-545.05 PETTY THEFT

20210922 20210930

COURT-ORDERED RELEASE

9/30/2021

Inmate: Booking #:

of Days: Amount:

MOORE, ALYSTER 20210904003

Billing Start/End:

6

\$552.00

✓ REPD-541.05 CRIMINAL TRESPASS

20210904 20210909

RELEASE TO MAYORS COURT

9/9/2021

Inmate: Booking #:

of Days: Amount:

MORROW, CHIANN AVALON 20210903085

Billing Start/End:

9

\$391.00

✓ REPD-509.07 MAKING FALSE ALARMS

20210903 20210911

BONDED OUT

9/3/2021

✓ REPD-525.02 FALSIFICATION

20210903 20210911

BONDED OUT

9/3/2021

✓ REPD-537.07 ENDANGERING CHILDREN

20210903 20210911

BONDED OUT

9/11/2021

✓ REPD-545.05 PETTY THEFT

20210903 20210911

BONDED OUT

9/3/2021

Inmate: Booking #:

of Days: Amount:

OXENDINE, JOSHUA R 20210419014

Billing Start/End:

1

\$46.00

✓ REPD-545.05 PETTY THEFT

20210928 20210928

IN TRANSIT TO OTHER FCITY

9/28/2021

Inmate: Booking #:

of Days: Amount:

PATTERSON, TRENTON 20210908023

Billing Start/End:

2

\$184.00

✓ REPD-335.072 OPERATING MOTOR VEHICLE OR MOTORCYCLE W/O LICENSE

20210908 20210909

RELEASE TO MAYORS COURT

9/9/2021

Inmate: Booking #:

of Days: Amount:

PITTMAN, HAYDEN REID 20210908008

Billing Start/End:

3

\$276.00

✓ REPD-509.03 DISORDERLY CONDUCT; INTOXICATION

20210908 20210910

COURT-ORDERED RELEASE

9/10/2021

Inmate: Booking #:

of Days: Amount:

SMITH, LAWRENCE 20210906033

Billing Start/End:

11

\$552.00

✓ REPD-509.03 DISORDERLY CONDUCT; INTOXICATION

20210906 20210916

COURT-ORDERED RELEASE

9/16/2021

Inmate: Booking #:

of Days: Amount:

STACE, BRIAN MICHAEL 20210812040

Billing Start/End:

3

\$276.00

✓ REPD-545.05 PETTY THEFT

20210901 20210902

RELEASED OWN RECOGNIZANCE

9/2/2021

* See
-9200 email.

Attachment: ID3183 ThenAndNow (PD Then & Now Payment)

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

DATE: **October 25, 2021**

TO: **Finance and Administration Committee**

RE: **Establish New Agency Fund Account**

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

Statement of necessity for Emergency passage: Financial needs of the City's government

Ordinance Authorizing the City Auditor to Establish Fund #947 Agency Fund for JEDD
7

Full Three Readings but effective upon the signature of the Mayor

**AN ORDINANCE AUTHORIZING THE AUDITOR TO ESTABLISH A NEW JEDD
FUND ACCOUNT, AND DECLARING AN EMERGENCY**

Whereas, the City of Reynoldsburg is establishing a seventh JEDD account and need to create a corresponding fund account.

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

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

SECTION 1. That the City Auditor is hereby authorized to establish a seventh JEDD Agency Fund account (#947) as required by ORC 4511.191 (I).

SECTION 2. That this Ordinance is deemed to be an emergency measure for the financial needs of the city, and further so a fund will be in place in which to deposit monies that will be received. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

BOARD OF DIRECTORS OF THE ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT #7

RESOLUTION No. 21-04

RESOLUTION LEVYING INCOME TAX PURSUANT TO THE JEDD #7 CONTRACT

The Board of Directors of the Etna-Reynoldsburg Joint Economic Development District #7, Licking County, Ohio met in a special meeting pursuant to notice on the 31st day of August, 2021 at the Etna Township Hall, Etna, Ohio with the following members present: CARLISLE, ROGERS, NICHOLAS, ROUSHER

CARLISLE moved the following:

BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF JEDD #7 THAT THE
FOLLOWING RESOLUTION BE AND HEREBY IS ADOPTED:

Section 1. In accordance with the JEDD Contract and Economic Development Plan, the Board hereby levies an income tax at a rate of two percent (2%) in the District based on the income of persons working within the District and the net profits of businesses located within the District.

Section 2. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

ROGERS seconded the Resolution and the roll being called, the vote
resulted as follows:

<u>CARLISLE</u>	<u>Yea/Nay</u>
<u>ROGERS</u>	<u>Yea/Nay</u>
<u>NICHOLAS</u>	<u>Yea/Nay</u>
<u>ROUSHER</u>	<u>Yea/Nay</u>

The motion carried and the Resolution was adopted.

Attest:

Secretary, Board of Directors

**BOARD OF DIRECTORS OF THE ETNA-REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT #7**

RESOLUTION No. 21-10

**RESOLUTION APPROVING AGREEMENT FOR INCOME TAX
ADMINISTRATION, COLLECTION, AND ENFORCEMENT WITH THE
CITY OF REYNOLDSBURG**

The Board of Directors of the Etna-Reynoldsburg Joint Economic Development District #7, Licking County, Ohio met in a special meeting pursuant to notice on the 31st day of August, 2021 at the Etna Township Hall, Etna, Ohio with the following members present: BOUSHEE, CARLUSSE, REYNOLDS, ROGERS

BOUSHEE moved the following:

BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF JEDD #7 THAT THE FOLLOWING RESOLUTION BE AND HEREBY IS ADOPTED:

Section 1. The Board hereby approves the Agreement for Income Tax Administration, Collection, and Enforcement with the City of Reynoldsburg, pursuant to Section 4.1 of the JEDD Contract, as presented.

Section 2. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

ROGERS seconded the Resolution and the roll being called, the vote resulted as follows:

<u>ROGERS</u>	<u>Yea</u>
<u>BOUSHEE</u>	<u>Yea</u>
<u>NICHOLAS</u>	<u>Yea</u>
<u>CARLUSSE</u>	<u>Yea</u>

The motion carried and the Resolution was adopted.

Attest: _____
Secretary, Board of Directors

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

ORDINANCE REQUEST

DATE: **October 25, 2021**

TO: **Public Service and Transportation Committee**

RE: **Franklin County Health Department Contract**

Approval:

Completed Joe Begeny	Completed Chris Shook	Pending Stephen Cicak
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This legislation is a housekeeping item to renew the contract with the Franklin County Health Department for services to the City of Reynoldsburg. The contract costs a per capita rate of \$9.32, not to exceed \$350,898.00.

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for health services to the City of Reynoldsburg from January 1, 2022 to December 31, 2022.

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

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

SECTION 2. That the cost of services is based upon per capita rate of \$9.32 not to exceed \$350,898.00.

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

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF REYNOLDSBURG

This contract entered into by and between the City of Reynoldsburg (hereafter referred to as "City"), with its principal address being 7232 East Main Street, Reynoldsburg, Ohio 43068, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2022 Public Health Services under the approval of Resolution No. 21-138, dated September 22, 2021.

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

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

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 25, 2021, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

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

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

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

SECTION 1 – SERVICES

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

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

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

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

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

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

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2022 and ending December 31, 2022 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

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

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$9.32.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2022 and 50% of the total contract amount in June 2022 through the process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the

Settlement Officer of the Franklin County Auditor. The sum for 2022 shall not exceed \$350,898.00, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards and certified by the American Society of Safety Engineers (ASSE) as Medical Gas Inspectors.

The City, through its Building Department, shall issue permits and collect fees for such plumbing and medical gas permits. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing and medical gas permit fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 – APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

Joe Begeny, Mayor Date

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Reynoldsburg, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

Fiscal Officer
City of Reynoldsburg, Ohio

Date

EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2022 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services	
Administrative Services:	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
Data Services:	
Community Health Assessment	
Health Data	
Environmental Health:	
Body Art Business Approval, Inspection and Education	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Vector Control Education	
Public Health Nuisance Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Sustainability Education and Efforts	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
Emergency Preparedness:	
Community Outreach and Education	

Injury Prevention/Opiate Crisis Programs & Education
Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

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

DATE: **October 25, 2021**

TO: **Finance and Administration Committee**

RE: Transfer Funds in the Computer Equipment

Approval:

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

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

Statement of necessity for Emergency passage: in order to have funds available when equipment arrives for replacement in Council Chambers for public meetings.

Requesting the unappropriation of the appropriated account 110.584-5339 (Misc. Contract Services) and appropriate to account 110.584.5639 (Other Equipment) \$8,000.00.

**AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE
COMPUTER DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER
ACCOUNT IN THE COMPUTER DEPARTMENT, AND DECLARING AN
EMERGENCY**

WHEREAS, it has been determined that the computer equipment in Council Chambers needs to be updated and replaced; and

WHEREAS, the City of Reynoldsburg IT contractor will purchase, install, and maintain all equipment moving forward.

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

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

SECTION 1. That \$8,000.00 be unappropriated from account 110.584.5339 Miscellaneous Contract Service and appropriated to account 110.584.5639 Other Equipment.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the financial needs of the City of Reynoldsburg, wherefore this Ordinance shall take effect immediately upon its passage by Council and the Mayor's signature.

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **October 25, 2021**

TO: **Finance and Administration Committee**

RE: **Media promotions Agreement for 2022 Tomato Festival**

Approval:

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

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2022 Tomato Festival.

Request authorization to enter into contract with MPE for an amount not to exceed \$136,000 for professional services as the booking agent and production services (portable stage, sound system, lighting, backline equipment) for the 2022 Tomato Festival

\$106,000 will be budgeted to account number 110.344.5339 (Misc. Contract Services) in the 2022 Budget

\$30,000 we be deposited out the remaining funds of the 2021 Budget from account number 110.344.5339 (Misc.Contract Services)

Statement of necessity for Emergency passage: Three reads and then emergency approval to allow for negotiations prior to the end of this year.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

**WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2022 TOMATO
FESTIVAL, AND DECLARING AN EMERGENCY**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Media Promotion Enterprises (MPE) for a price not to exceed one hundred thirty-six thousand dollars (\$136,000.00).

SECTION 2. That \$106,000.00 will be budgeted to account #110.344.5339 Miscellaneous Contract Service in the 2022 Budget with \$30,000.00 being deposited out of the remaining fund from the 2021 Budget from account #110.344.5339 Miscellaneous Contract Services.

SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the city in order to schedule and secure talent between now and the end of the year. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



MEDIA PROMOTION ENTERPRISES

TALENT AND PRODUCTION CONTRACT

This agreement, and the attached addenda herein, duly executed this 18 October 2021, 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: T.B.A.

Dates: T.B.A. - August 2022

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 2022 festival.
2. **Production**
Producer agrees to provide a professional production package to meet the needs of the Artist/s. This includes the following:
 - 1 – Covered portable stage with sound fly-bays (40x30 feet)
 - 1 – Professional public address system per Artist/s specifications
 - 1 – Professional lighting package per Artists/s specifications
 - 1 – Backline equipment if applicable per Artist/s specifications.
3. **Ground Transportation**
Producer agrees to provide all local ground transportation from the Airport, Hotel, and venue.
4. **Staffing**
Producer agrees to provide on-site staff to facilitate the needs of the Aritst/s and production crew.
5. **Hospitality**
Producer agrees to provide stage water, towels, and bus stock, and other hospitality and rider requirements as needed by each Artist/s.

(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-ContractTomatoFestival2022Ver1 (2022 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 10-14, 2022 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 equipment arrives until it has been loaded back into ARTIST'S or Contractor's trucks. PURCHASER shall fence in backstage area securely. PURCHASER shall provide security to fulfill the obligations of MPE's contract with ARTIST. 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.

Professional Entertainment

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

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



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.

Payment Terms

Purchaser and Producer agree not to exceed \$136,000.00 to be paid as follows:

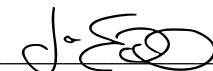
- 1) A \$10,000.00 deposit has been credited from 2021.
- 2) The remainder of the 50% deposit in the amount of \$58,000 payable to MPE Entertainment by certified funds will be due within 15 days of issuance with the returned signed contract.
- 3) The remaining balance payable to MPE Entertainment will be due on or before August 11, 2022.

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-ContractTomatoFestival2022Ver1 (2022 Tomato Festival Contract-Media)

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **October 25, 2021**

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

RE: **Summit Road TIF**

Approval:

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

AN ORDINANCE CREATING THE SUMMIT ROAD TAX INCREMENT FINANCING DISTRICT; 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 239 single-family homes and 80 townhomes within the City in order to increase available housing options within the City (the “Project”); and

WHEREAS, in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 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 Summit Road Incentive District #1A, the Summit Road Incentive District #1B, the Summit Road Incentive District #2, the Summit Road Incentive District #3, the Summit Road Incentive District #4A and the Summit Road Incentive District #4B (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, Summit 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 exclude that owner’s property from the Incentive District and (vi) finds and determines that

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

notice of this ordinance has been delivered to the Boards of Education of Southwest Licking Schools and the Career & Technology Education Centers of Licking County 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 2020 and the taxable value of all real property in the City that would have been taxable in tax year 2020 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 2020. 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 Summit 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 \$1,000,000 of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within an individual 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 “Improvement,” as defined in ORC Section 5709.40(A)) is a public purpose, with 75% of such

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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. TIF Fund. This Council hereby establishes the Summit 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 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 6. 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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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 7. 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 8. 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 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

ORDINANCE NO.

AN ORDINANCE CREATING THE SUMMIT ROAD TAX INCREMENT FINANCING DISTRICT; 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 239 single-family homes and 80 townhomes within the City in order to increase available housing options within the City (the “Project”); and

WHEREAS, in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

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 Summit Road Incentive District #1A, the Summit Road Incentive District #1B, the Summit Road Incentive District #2, the Summit Road Incentive District #3, the Summit Road Incentive District #4A and the Summit Road Incentive District #4B (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, Summit 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 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 Southwest Licking Schools and the Career & Technology Education Centers of Licking County 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 2020 and the taxable value of all real property in the City that would have been taxable in tax year 2020 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 2020. 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 Summit 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 \$1,000,000 of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within an individual 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 "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. TIF Fund. This Council hereby establishes the Summit 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 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 6. 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 7. 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 8. 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 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

Passed this 8th day of November, 2021.

Leanora Jenkins, President of Council

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____ DATE _____
Joe Begeny, Mayor

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg,
I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg,
do hereby certify that the foregoing are copies of the originals, now on file,
and have been certified by me, and the same are true and correct copies.

WITNESS by my signature, this 8th day of November, 2021.

Mollie Prasher, Clerk of Council
City of Reynoldsburg

Attachment: Summit Road TIF (Summit Road TIF)

CITY OF REYNOLDSBURG, OHIO
ECONOMIC DEVELOPMENT PLAN
Summit ROAD RESIDENTIAL INCENTIVE DISTRICTS

October 8, 2021

Attachment: Summit Road TIF Economic Development Plan (Summit Road TIF)

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 239 lot residential development with an additional 80 townhomes on Summit Road in the City on approximately 137 acres.

The property, referred to herein as the “Summit Road Incentive Districts” or the “Property” is currently undeveloped – there are no buildings or structures on the Property. Creating a new, single family and townhome residential development 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 Summit 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 Summit 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 239 single family lots, townhomes, 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 Districts 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.

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 Engineer
City of Reynoldsburg, Ohio

[illegible]

Attachment: Summit Road TIF Overlay Map (Summit Road TIF)

LICKING COUNTY, OH

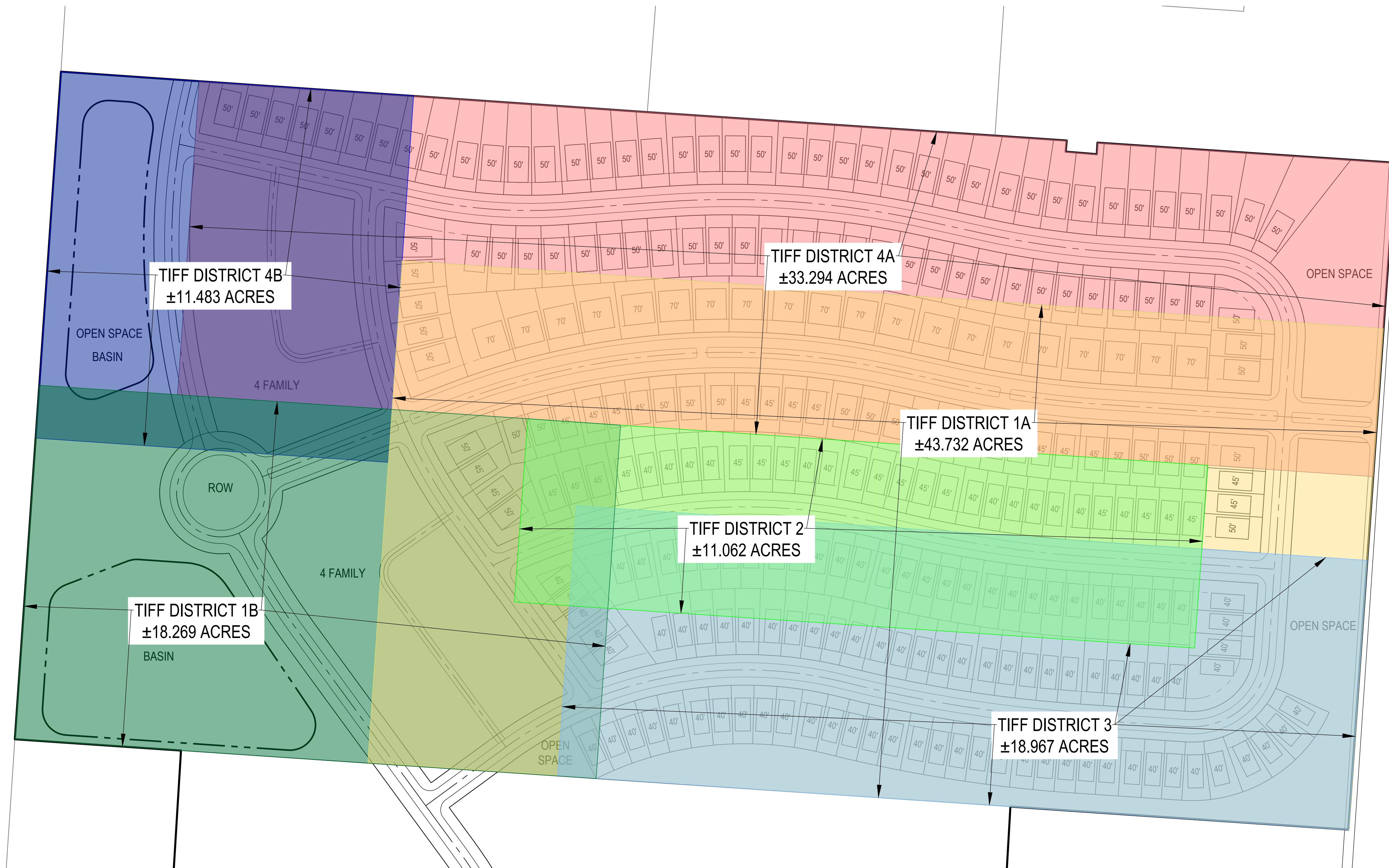
CITY OF REYNOLDSBURG

CIMINELLO'S INC.

EASTWOOD

TIF OVERLAY

ISSUE: EXHIBIT	
DATE: 7.29.2021	
JOB NO.:	P04846-01
DESIGN:	
DRAWN:	
CHECKED:	
SHEET NO.	
1	



GRAPHIC SCALE (IN FEET)
HORIZONTAL
1 inch = 100 ft.

A horizontal graphic scale bar. The bar is divided into segments. The first segment on the left is a checkerboard pattern and is labeled '100'. The next segment is solid black and labeled '0'. The following segment is solid black and labeled '50'. The next segment is solid black and labeled '100'. The final segment on the right is solid black and labeled '200'.

October 8, 2021

Board of Education
 Career & Technology Education Centers Licking County
 150 Price Road
 Newark, OH 43055
 Attn: Joyce L. Malainy, Ed.D, Superintendent

RE: Ohio Revised Code Sections 5709.40 Notice Regarding Proposed
 Tax Increment Financing

Dear Superintendent Malainy:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers Licking County (the "School District") that the City Council ("Council") of the City of Reynoldsburg, Ohio (the "City") intends to consider and vote upon an ordinance (the "TIF Ordinance") pursuant to Ohio Revised Code Section 5709.40, relating to (i) the creation of six tax increment financing incentive districts (each individually as "Incentive District" and collectively as the "Incentive Districts"); and (ii) the exemption from real property taxation of the increase in the assessed value of certain real property located in the Incentive Districts to pay for public infrastructure improvements, such as the construction of roads and water lines, that will benefit the properties located in the Incentive Districts ("Improvements"). The Improvements attributable to the Incentive Districts are expected to result from the construction of an estimated 80 multi-family residential units and 239 single family homes located within the School District and the City.

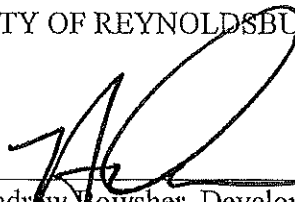
Maps delineating the boundaries of each Incentive District and the overlay for each Incentive District are enclosed. And a description of the real property in question is contained in Exhibit A of the TIF Ordinance attached hereto as **Exhibit A**.

Pursuant to the TIF Ordinance, the TIF exemption will provide improvements to the real property in question a seventy-five percent (75%) exemption from real property taxation for a period of ten (10) years. The Board intends to adopt the TIF Ordinance in substantially the same form as it appears at **Exhibit A** hereto at the Board meeting to be held on December 13, 2021 at 6:30 p.m.

Please be advised that this notice is given pursuant to Ohio Revised Code Section 5709.40. We believe the proposed TIF to be in the best interest of the community and welcome any comments or questions you may have concerning the proposed TIF. Please be sure to submit any such comments or questions to me prior to December 17, 2021.

Attachment: Summit Road TIF CTEC Letter (Summit Road TIF)

CITY OF REYNOLDSBURG, OHIO



Andrew Bowsher, Development Director

Enclosures

Attachment: Summit Road TIF CTEC Letter (Summit Road TIF)

October 8, 2021

Board of Education
Southwest Licking Local School District
927-A South Street
Pataskala, OH 43062
Attn: Kasey Perkins, Superintendent

RE: Ohio Revised Code Sections 5709.40 Notice Regarding Proposed
Tax Increment Financing

Dear Superintendent Perkins:

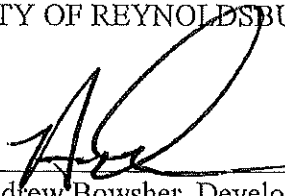
This letter constitutes notice to the Board of Education of the Southwest Licking Local School District, Licking County, Ohio (the "School District") that the City Council ("Council") of the City of Reynoldsburg, Ohio (the "City") intends to consider and vote upon an ordinance (the "TIF Ordinance") pursuant to Ohio Revised Code Section 5709.40, relating to (i) the creation of six tax increment financing incentive districts (each individually as "Incentive District" and collectively as the "Incentive Districts"); and (ii) the exemption from real property taxation of the increase in the assessed value of certain real property located in the Incentive Districts to pay for public infrastructure improvements, such as the construction of roads and water lines, that will benefit the properties located in the Incentive Districts ("Improvements"). The Improvements attributable to the Incentive Districts are expected to result from the construction of an estimated 80 multi-family residential units and 239 single family homes located within the School District and the City.

Maps delineating the boundaries of each Incentive District and the overlay for each Incentive District are enclosed. And a description of the real property in question is contained in Exhibit A of the TIF Ordinance attached hereto as **Exhibit A**.

Pursuant to the TIF Ordinance, the TIF exemption will provide improvements to the real property in question a seventy-five percent (75%) exemption from real property taxation for a period of ten (10) years. The Board intends to adopt the TIF Ordinance in substantially the same form as it appears at **Exhibit A** hereto at the Board meeting to be held on December 13, 2021 at 6:30 p.m.

Please be advised that this notice is given pursuant to Ohio Revised Code Section 5709.40. We believe the proposed TIF to be in the best interest of the community and welcome any comments or questions you may have concerning the proposed TIF. Please be sure to submit any such comments or questions to me prior to December 17, 2021.

CITY OF REYNOLDSBURG, OHIO



Andrew Bowsher, Development Director

Enclosures

Attachment: Summit Road TIF Southwest Licking Letter (Summit Road TIF)

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

DATE: **October 25, 2021**

TO: **Public Service and Transportation Committee**

RE: **2022 Stormwater Fees**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
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The City of Columbus is raising stormwater rates effective January 1, 2022 by 3%. The City of Reynoldsburg is adding an additional 1% to that increase for a total of 4%. The total cost to most residential households will be \$.24 per month.

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT (ERU) OF THE OHIO CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

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

958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.

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

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

All improved single-family residential properties are assigned one ERU. A flat rate will apply

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

to all single-family residential properties. All improved single-family residential properties are determined to include impervious area typical of a single-family residence.

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

The Utility Service Charge is ~~\$6.00~~ **\$6.24** per month per ERU, which shall be effective from and after ~~January 1, 2020~~ **January 1, 2022**

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

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect following the signature of the Mayor.

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

DATE: **October 25, 2021**

TO: **Finance and Administration Committee**

RE: **Electrical Aggregation Contract**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
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A contract between the City and Volunteer Energy permitting them to handle the process of establishing an opt out electrical aggregation program for the residents.

AN ORDINANCE AUTHORIZING LOCAL AGGREGATION OF RETAIL ELECTRIC LOADS IN ACCORDANCE WITH § 4928.20 OF THE OHIO REVISED CODE

WHEREAS, the City of Reynoldsburg, pursuant to § 4928.20 of the Ohio Revised Code, is authorized to aggregate the eligible retail electric loads located within the municipal corporation and enter into service agreements for the sale and purchase of electricity for those loads; and

WHEREAS, R.C. § 4928.20 permits the City Council to exercise such authority on its own; and

WHEREAS, local aggregation provides an opportunity for eligible residential and small commercial consumers to participate collectively in the potential utility rate reduction benefits thereunder; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City of Reynoldsburg and its residents to authorize local aggregation of eligible retail electric loads within the municipal corporation through an “opt out” aggregation model; and

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

WHEREAS, the City Council hereby finds that it is in the best interest of the City of Reynoldsburg and its residents to authorize the exercise of such authority; and

WHEREAS, in order for the City Council to exercise such authority through an “opt out” aggregation model, the question of aggregation was submitted to the residents and approved in 2003.

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

Section 1: That City Council is hereby authorized to:

- A. Aggregate the eligible retail electric loads located within the City of Reynoldsburg in accordance with § 4928.20 of the Ohio Revised Code, and enter into service agreements for the sale and purchase of electricity for those loads;
- B. Exercise such authority as an automatic or “opt out” aggregation model; and

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

**ANNUAL AGGREGATOR REGISTRATION APPLICATION
for Aggregator Services in Ohio Power Company d/b/a AEP Ohio**

14.c.a

The Applicant shall submit this completed and signed application by email or US Mail as follows:

AEP Ohio
Attn: Ohio Choice Operations
700 Morrison Road
Gahanna, OH 43230
ohiochoiceoperation@aep.com

Applicant must reapply yearly, upon expiration or termination of aggregation, or any material change to the application, including but not limited to a change to the CRES Provider under contract with the Governmental Aggregator.

If the aggregation for which you are applying is related to a Non-governmental Aggregation, please contact AEP Ohio Choice Operations at ohiochoiceoperation@aep.com before completing the application.

Aggregator Account Information List will be provided to the Primary Governmental Aggregation Contact designated below unless written notice is provided otherwise. Customers who have directly contacted AEP Ohio to "opt off" the customer information list will be designated on the Aggregator Account Information List. Lists are refreshed, upon request, no more often than 30 days of previously received list.

AEP Ohio's provision of customer information in response to applicant's request should not be interpreted as any endorsement or statement of legal position regarding Governmental Aggregator's authority to conduct aggregation of customers within incorporated areas under R.C. 4928.20 or in connection with the municipal corporations' Home Rule powers under Article 18 of the Ohio Constitution.

This is NOT an application to be a Power Broker, Billing Agent, Meter Service Provider, Meter Data Management Agent or Power Marketer.

1. Applicant

Governmental
Aggregation Name _____

(Community/Municipality/Township)

Please list the specific _____

Unincorporated and _____

Incorporated areas that are
a part of the aggregation area _____

Applicants will receive separate lists for each unincorporated and incorporated area with one aggregation code.

Applicant's PUCO Certification Application Case Number _____

PUCO Certificate Number _____

Type of Governmental
Aggregation _____

____ Opt IN

____ Opt OUT

* By rule Mercantile customers must opt in to a governmental aggregation.

Primary Governmental Aggregation Contact (list sent to primary contact):

First and Last Name _____

Title _____

Address _____

City, State, Zip Code _____

E-mail Address _____

Telephone _____

Attachment: Electrical Aggregation Registration Application (Electrical Aggregation Contract)

ANNUAL AGGREGATOR REGISTRATION APPLICATION
for Aggregator Services in Ohio Power Company d/b/a AEP Ohio

2. Broker/CRES Provider Serving Aggregation Group Primary Contact Information

Community/Municipality/Township _____
 CRES Provider Name _____
 First and Last Name _____
 Title _____
 Address _____
 City, State, Zip Code _____
 E-mail Address _____
 Telephone _____

****If list is to be sent to someone other than the primary contact in Section 1, please provide name and email address here.**

3. Certification, Authorization, and Signature:

Applicant certifies that the information herein is complete and accurate to the best of Applicant's knowledge, information and belief, and that the individual signing below is an authorized representative of the Applicant.

Legal Name of Applicant: _____

Signature of Authorized Representative: _____

Name: (Please Print) _____

Title: _____

Date: _____

This authorization will expire one year from the date of execution.

Note: The Applicant hereby releases AEP Ohio, its affiliates, its employees, officers and agents from any and all liability associated with the third party use and/or dissemination of account information or other data that AEP Ohio provides in accordance with this authorization.

For AEP Ohio Use Only

Assigned GAG Code: _____

Attachment: Electrical Aggregation Registration Application (Electrical Aggregation Contract)

MASTER AGREEMENT

TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES

BY AND BETWEEN

CITY OF REYNOLDSBURG

AND

VOLUNTEER ENERGY SERVICES, INC.

THIS AGREEMENT (“Agreement”) is made this ____ day of November 2021, by and between the **CITY OF REYNOLDSBURG** (the “Municipality”) and **VOLUNTEER ENERGY SERVICES, INC.** (“VE”), acting by and through properly authorized officials (hereinafter the “Municipality” and VE may from time to time be referred to as a “Party” and together, as the “Parties”).

WHEREAS

1. On November 6, 2001, the Municipality approved an ordinance to establish an “opt-out” electric aggregation program (the “Electric Aggregation Program” or the “Program”) pursuant to Ohio Revised Code (“ORC”) Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the “Program Participants”), and for that purpose, to take greater control over the electric purchasing decisions for the Municipality and its qualifying residents, with the desire to take advantage of the collective purchasing power of the Municipality for the benefit of the Program Participants.
2. On November 20, 2020 the Municipality was most recently re-certified by the Public Utilities Commission of Ohio (“PUCO”) as a governmental aggregator pursuant to Chapter 4901:1-24, Ohio Administrative Code (“OAC”) under Certificate #10-306E.
3. The Program will include members of the Program Participants who are currently supplied by American Electric Power (“AEP”), the local electric distribution utility (“Utility”).
4. The Municipality desires to select and use VE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth in Section 2 of this Agreement.
5. The “Program Participants” shall consist of all retail electric loads, except mercantile customers, that are located within the Municipality and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Electric Governmental Aggregation Program

Municipality shall take all actions necessary to maintain its certification as a governmental aggregator with the PUCO at all times through the term of this Agreement and any extension(s) hereof. Municipality shall have no financial responsibility whatsoever with respect to the Customers' obligations under this Agreement, and Municipality does not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

1.2 Volunteer Energy Services, Inc.

VE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the Municipality's residential and small commercial customers who do not opt out of the Program.

1.3 Customers

The end users in the Municipality's Electric Aggregation Program will be the residential and small commercial customers within the Municipality's political boundaries that do not opt out of the Program ("Customers") and who are otherwise eligible to participate. On behalf of the Customers, the Municipality reserves the right to approve the supplier's terms and conditions for the supplier's contracts with the Customers.

1.4 Utility

For the purposes of this Agreement, American Electric Power (AEP) is the electric distribution utility and shall provide electric distribution services for all electricity supplied under this Agreement.

SECTION 2 SCOPE OF WORK

The Municipality shall use VE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth herein. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 VE and the Municipality hereby agree that the rate Customers will pay for electric generation service provided by VE under the Electric Aggregation Program shall be as set forth in Attachment A hereto ("Billing Rates") and shall be subject to Attachment B ("Terms and Conditions").

2.2 VE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The Municipality will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from the Utility. It will be the responsibility of VE to approve the list to be used. VE shall perform, and the Municipality will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. VE and the Municipality acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to VE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible in accordance with ORC Sections 4928.20 and 4928.21(C), and OAC Rule 4901:1-21-17(E), VE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to VE, VE shall take immediate steps to return that customer to the Utility's standard service. VE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 VE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Municipality, a terms and conditions page outlining Customer contract provisions scripted by VE and approved by the Municipality and may also include other information as agreed upon by the Municipality and VE. VE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 VE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. VE will also handle the information sharing/verification process with the Utility for the transfer of accounts.

2.6 VE will utilize its customer call center resources to handle customer calls and concerns about the Program in a timely manner and provide information about the Program to Customers. Consistent with the PUCO rules, VE shall maintain a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the VE website that can be used by Customers to obtain answers to frequently asked questions. VE understands that the Municipality is not equipped to handle large volumes of customer calls and will be dependent on VE for this function. The Municipality will remain available to answer questions regarding customer inquiries as needed by VE.

2.7 Consistent with ORC Section 4928.20(D), once timing is finalized between the Municipality and VE, VE will conduct an initial opt-out opportunity (the "Initial Opt-out"). VE will provide the services set forth in Sections 2.2 through this 2.7 with respect to a subsequent opt-out ("Interim Opt-out,") as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to provide an opportunity for newly-eligible Customers (by way of example only and not by way of limitation, a resident new to the

Municipality since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the Initial Opt-Out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, VE agrees that, upon notification by any former Customer of the Program Participants and once provided with appropriate documentation, VE shall re-enroll any Customer who is in the Program and who moves to a new location within the Municipality and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, VE shall permit any new resident of the Municipality, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in VE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If applicable, any person enrolled in the Program shall have the opportunity to opt out of the Program every three (3) years, without paying a switching fee.

2.10 Any person who opts out of the Program either before the commencement of the Program, pursuant to the stated procedure, or later shall default to the standard service provided under ORC Section 4928.14 or 4928.35(D) until the person chooses an alternative supplier.

2.11 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, VE agrees to pay this fee.

2.12 VE shall use commercially reasonable efforts (consistent with current VE operational standards and industry practice) to not knowingly and intentionally actively solicit residents or small businesses who qualify for participation in, and have not otherwise opted out or become or been made ineligible for, the Program (the "Program Audience") for service or rates outside the Program; provided, however, that the Parties acknowledge and agree that (i) the foregoing shall exclude solicitations by websites, generally available print or electronic media, general postings, or promotions or advertisements to the general public (including by print, newspaper or electronic postings) and all other passive solicitations; (ii) VE shall at no time be expected or required to monitor, restrict, limit or modify in any way its current operational practices in effect as of the Effective Date with respect to any sales channels or methods other than those that would directly, knowingly, and intentionally engage in active solicitations of the Program Audience (which shall not include any of the types of solicitations in clause (i)); and (iii) the fact alone that a member of the Program Audience may enroll or otherwise contract for service or rates

outside the Program through other sales means, such as by website or in response to general public promotions or other broker or referral channels, shall not be sufficient to constitute a breach of VE's obligations under this paragraph.

2.13 If a Customer of the Program Audience is improperly removed from the Program as set forth in Section 2.12 above and switched to another price or electric product offered by VE, upon knowledge of or notice to VE of the improper switch, VE shall take immediate steps to re-enroll the Customer under the then-current price, terms, and conditions of the Program. VE will be responsible to reimburse any switching fee and negative differential charges resulting from the improper switch.

2.14 VE's arrangements regarding electric supply shall comply with the Choice Program. VE will supply and manage deliveries to meet the full requirements of the Program Participant's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.11 hereof.

2.15 If the PUCO requires information or documents regarding the Aggregation, VE agrees to assist in compiling such information in the possession and control of VE.

SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT

3.1 This Agreement and VE's obligations under this Agreement shall commence on the **March 2022 meter read date** (the "Effective Date") and shall terminate on the later of the _____ **meter read date** or the date of commencement of another agreement related to aggregation Administrative Services by and between the Municipality and another such administrator ("Initial Term"), unless the Agreement is extended for an additional term(s) by mutual written agreement of the Municipality and VE.

3.2 The Municipality shall have the right to begin negotiations with VE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the Program. If the Municipality chooses a different supplier upon the termination of this Agreement, VE shall cooperate with the Municipality and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to VE's records, are participating in the Program at the time such request is made.

3.3 Should this Agreement terminate at the end of the Initial Term and a new supplier is not chosen, and if the Municipality and VE have not entered into any written modification, amendment, or renewal of this Agreement, VE shall take all actions reasonably necessary to return any Program Customers to the Utility upon expiration of the Program term.

SECTION 4 DELIVERIES

4.1 On and after the Effective Date and throughout the term of this Agreement, VE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.

SECTION 5 BILLING AND PAYMENT

5.1 VE shall delegate the billing obligations to the Utility, such that Customers will receive an invoice for the Utility's charges and VE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. As an option, VE will offer budget billing to residential Customers in good standing. The budget billing amount is based on a projection of the Participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, VE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

SECTION 6 NON-PERFORMANCE/TERMINATION

6.1 If VE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then VE shall reimburse the Customers for any difference between VE's price and the price that the Customers pay for any replacement electric supplies plus reasonable costs to procure replacement electric supplies, as necessary to meet the Customers' needs due to VE's failure to perform.

6.2 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. **Illegality.** Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** A regulatory, legislative or judicial body having jurisdiction over this Agreement (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform or otherwise provide the services herein, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. **Failure of the Municipality to maintain its status as a PUCO-certified Governmental Aggregator.**

D. Failure of VE to maintain its status as a PUCO-certified competitive retail electric service provider.

6.4 Regulatory Event – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, or amended laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

VE has no control over Regulatory Events. If any Regulatory Event materially increases VE's costs to perform under this Agreement, VE may promptly notify the Municipality that such a Regulatory Event has occurred and provide written notice to the Municipality of proposed new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by VE under this Agreement. If VE proposes new contract terms in accordance with this clause, VE will provide written notice to the Municipality that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by VE, and (3) when the proposed date that the new contract terms will take effect. Upon the occurrence of a Regulatory Event, the Parties shall enter into good-faith negotiations to modify this Agreement so that VE will be restored to a similar economic position in its costs to perform under this Agreement that it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of such notice, to modify this Agreement and agree on such restoration, VE may terminate this Agreement by 30-day written notice to the and will take all actions necessary to return all Customers in the Program to the Utility. VE shall pay any and all switching fees.

If any Regulatory Event materially decreases VE's costs to perform under this Agreement, VE using good faith and applying the same standard of review as when monitoring and interpreting potential Regulatory Events that materially affect VE by increasing its costs to perform, shall promptly notify the Municipality that such Regulatory Event has occurred and provide written notice of the proposed decrease in each Customer's then-current price, which decrease shall be based solely on VE's estimated decreased costs to perform as a result of the occurrence of such Regulatory Event, and the proposed date upon which such revised pricing shall be effective. The Parties acknowledge and agree that the Municipality, using good faith, also may promptly notify VE of a Regulatory Event and the resulting revised pricing if it has not been previously identified by VE. Upon the occurrence of a Regulatory Event, the Parties shall enter into good-faith negotiations to modify this Agreement so that Customers in the Program will receive the benefit of such Regulatory Event, which will reflect a decrease in the Customers' costs to obtain service under this Agreement resulting from the occurrence of the Regulatory

Event. If the Parties are unable, within thirty (30) days of such notice, to modify this Agreement and agree on such positive restoration, the Municipality may terminate this Agreement by 30-day written notice. If the Agreement is terminated, VE will work with the Municipality to take all actions necessary to return all Customers in the Program to the Utility.

Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and VE, after which Customer will return to Customer's electric utility or another Competitive Retail Electric Service (CRES) provider of Customer's choosing for electricity.

SECTION 7 FORCE MAJEURE

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. VE and the Municipality shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, VE's ability to sell electric supply at a higher or more advantageous price than the price under this Agreement or the Municipality's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of VE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for

the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 8 INSURANCE

8.1 VE shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and the parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above. VE shall name Municipality as an additional named insured on its policy.

Prior to commencement of this Agreement, VE shall present to the Municipality current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which VE may or shall become legally obligated to pay as damages. VE shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Municipality shall retain any and all such other and further rights and remedies as are available at law or in equity.

SECTION 9 INDEPENDENT CONTRACTOR

9.1 VE agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

VE assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

VE and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Municipality.

SECTION 10 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS

10.1 The Municipality is a public employer as defined in ORC Section 145.01(D). The Municipality has classified VE as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of VE and/or its officers, officials, employees, representatives, agents, and/or volunteers for

services and/or deliverables rendered and/or received under or pursuant to this Agreement. VE acknowledges and agrees that the Municipality, in accordance with ORC Section 145.038(A) has informed it of such classification and that no contributions will be made to OPERS. If VE is an individual or has less than five (5) employees, VE, in support of being so informed and pursuant to ORC Section 145.038 agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form, which is attached hereto and incorporated herein as a part of this Agreement.

SECTION 11 CAMPAIGN FINANCE

11.1 Compliance with ORC Section 3517.13 and ORC Sections 3517.13 I and J require that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than five hundred dollars in a calendar year or services with a cost aggregating more than five hundred dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under ORC Chapter 1785, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the ORC are in compliance with the applicable provisions of ORC Section 3517.13. VE, therefore, is required to complete the certificate/affidavit titled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13," which is attached hereto and incorporated herein as part of this Agreement.

SECTION 12 CIVIL RIGHTS

12.1 The Parties agree that as a condition of this Agreement, there shall be no discrimination against any Customer or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Parties will comply with any and all applicable federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

The Parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. The parties further agree as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR part 84) and all guidelines and interpretations issued pursuant thereto. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

SECTION 13 DRUG FREE ENVIRONMENT

13.1 VE agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. VE shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or abuse prescription drugs or alcohol in any way while on the premises of the Municipality.

SECTION 14 LICENSES

14.1 VE certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively, "Licenses") necessary to provide all of the services required pursuant to this Agreement and to conduct business in the State of Ohio. VE further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

SECTION 15 CONFIDENTIAL INFORMATION

15.1 Confidentiality. VE and Municipality agree to keep all proprietary and trade secret terms and provisions of this Agreement confidential to the extent permitted by law and subject to the requirements of ORC Section 149.43. Municipality and VE agree to make best efforts to notify the other Party when any request for such information is made by a third party; provided, however, each Party shall have the right to make such disclosures, if any, to government agencies and to its own agents, attorneys, auditors, accountants, and shareholders as may be reasonably necessary, so long as each Party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall promptly notify the other Party to allow it the opportunity to participate in such proceedings.

SECTION 16 MISCELLANEOUS

16.1 Notices. Notices required by or regarding this Agreement or given pursuant to law shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, facsimile, or email to the persons and addresses listed below, provided however that notice by email and facsimile shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A Party may change its addresses by providing notice of said change in accordance herewith.

Municipality: City of Reynoldsburg
 7232 E Main Street
 Reynoldsburg, Ohio 43068
 Attn: Mayor Joe Begeny
 Email: jbegeny@ci.reynoldsburg.oh.us

VE: Volunteer Energy Services, Inc.
 Attn: John L. Einstein, IV, Esq.
 790 Windmill Drive
 Pickerington, Ohio 43147
 Ph: 614-729-2325
 Email: jeinstein@volunteerenergy.com

16.2 Entire Agreement. This Agreement, including all attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

16.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

16.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

16.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the attachments hereto, the provisions of this Agreement shall control.

16.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

16.7 Assignment. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the other Party, which authorization shall not be unreasonably withheld.

Notwithstanding the foregoing, VE may, without the consent of Municipality or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of VE; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of VE. Nonetheless, to the extent commercially reasonably practicable, VE shall provide Municipality with notice of said transfer or assignment pursuant to clause (b) or (c) of the immediately preceding sentence thirty (30) days prior to such transfer or assignment (but in any event shall provide prompt notice thereof). Upon an assignment pursuant to (b) or (c), Municipality and Customers agree that VE shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the attachments. Subject to the foregoing, this Agreement and its attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

16.8 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) VE is a forward contract merchant.

16.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by facsimile, e-mail or other electronic means as though it were an original.

16.10 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a Party hereto. Except as set forth in this Section 16.10 and Article 14, neither Party shall be liable to a third party not a Party to this Agreement for any unauthorized act or omission on the part of the other Party or for any unauthorized obligation or debt incurred by the other Party.

16.11 Authority. The Municipality and VE each represent and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

16.12 Community Reinvestment. VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute \$0.0005 per kWh of electricity supplied through the aggregation program to the Municipality. These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance. It shall be the Municipality's decision

on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision-making process. These funds can be combined from year to year. These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

SECTION 17 APPLICABLE LAW

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between VE and the Municipality related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

VOLUNTEER ENERGY SERVICES, INC.

CITY OF REYNOLDSBURG

By: _____

By: _____

Print: Richard A. Curnutte Sr.

Print: _____

Title: President

Title: _____

Date: _____

Date: _____

Attachment: Electrical Aggregation Master Agreement (Electrical Aggregation Contract)

Attachment A
to
Government Aggregation Master Retail Electric Supply Agreement
between
City of Reynoldsburg
and
Volunteer Energy Services, Inc.

TERM: March 2022 through ____

PRICING:

Residential (RS)

The Customer shall pay VE an energy charge that is equal to \$____ **per kWh** multiplied by the metered energy for the monthly billing cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Commercial (consumption below 700,000 kWh annually)

Price is exclusive of distribution service charges and other non-bypassable Utility charges and fees.

The Customer shall pay VE an energy charge that is equal to \$____ **per kWh** multiplied by the metered energy for the monthly billing cycle. Price is exclusive of distribution service charges and other non-bypassable Utility charges and fees.

Mercantile Accounts:

National accounts as well as any eligible commercial accounts with annual usage over 700,000 kWh must “opt-in” at VE’s sole discretion to accept, in order to participate in the Program.

Termination Fee:

Residential Accounts - \$0.00

Commercial Accounts: \$0.00

Attachment B

Electric Aggregation Terms and Conditions

I. ENERGY SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through _____ unless sooner terminated hereunder. Customer shall have the opportunity to opt-out of the aggregation program at least every three years without penalty.

III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of \$_____/kWh to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of \$_____/kWh to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

IV. BILLING and PAYMENT

A. General Billing and Payment Terms: VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate

bills in cases where actual billing determinants are unavailable and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the issuing institution, Customer shall be assessed a charge of \$____ or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for costs incurred by VE, including attorney's fees, for collection on accounts greater than thirty (30) calendar days past due. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an add-on determined by VE to minimize future true-up amounts.

B. Disputes and Adjustments of Invoices: Customers may, in good faith, dispute in writing the correctness of an invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to VE in writing and stating the amount and basis for the dispute. If you have a complaint, you may call VE's Customer Support Line at (800) 977-8374 every Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utility commission of Ohio (PUCO) for assistance at 1-800-686-7878 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). All customers have the right to contact the PUCO regarding complaints and disputes. The Ohio consumer council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-745-5622 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.pickocc.org>. Upon resolution of the dispute, a required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

V. RENEWAL OF AGREEMENT

This Agreement shall only be renewed or extended in compliance with the provisions of the Ohio Revised Code and Ohio Administrative Code relating to Governmental Aggregation Programs.

Attachment B

Electric Aggregation Terms and Conditions

VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

VIII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

B. Suspension and No Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. **There is no early termination fee.** However, if you switch back to AEP, you may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not

limited to, acts of God; fire; flood; terrorism; breach by the ED electric grid interruption; earthquake; war; riot; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulatory order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or economic returns (including, but not limited to, increases in Customer's capacity tag or increases in capacity charges, weather normalization factors unknowable as of the Start Date under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer of the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

XIII. INDEMNITY

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating



Attachment B

Electric Aggregation Terms and Conditions

the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.

XIV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

P.S. Remember to return the opt-out form only if you do not want to participate in the Municipality's Governmental Aggregation Program.

XVI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution and performance of this Agreement.

XVII. ELIGIBILITY

Participation in the program is limited to residents that have not been previously removed from the Program due to non-payment. Additionally, properties with on-site generation are not eligible and will be removed upon notice of on-site generation by the utility to VE.

XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E as a CRE Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing customer's social security number and/or account number without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section [4928.52](#) of the Revised Code, or assigning a customer contract to another CRES provider. To review environmental disclosure please visit our website www.volunteerenergy.com.

Rescission: As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours or fax us a detailed written request to cancel at 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

OPT-OUT FORM FOR THE CITY OF REYNOLDSBURG ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the City of Reynoldsburg Electric Governmental Aggregation Program

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by _____ To: City of Reynoldsburg Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 4314

Attachment: Electrical Aggregation Master Agreement (Electrical Aggregation Contract)

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **October 25, 2021**

TO: **Finance and Administration Committee**

RE: Minority-Women Owned Business Grant (MWOB) is designed to assist new businesses or expanding businesses within Reynoldsburg. The hope is to diversify and improve our commercial offerings for the betterment of Reynoldsburg as a whole. The program will be created in 2021 in the spirit and intent of uplifting our minority owned, female, and veteran led businesses.

Approval:

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

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

WHEREAS, the City of Reynoldsburg strives to make a more inclusive and diverse community; and

WHEREAS, the City recognizes and appreciates our local heritage and understands the need to preserve and enhance its character and style; and

WHEREAS, the City wants to grow and expand new and existing businesses within Reynoldsburg; and

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

WHEREAS, Reynoldsburg understands the financial obstacles placed on minority, female, and veteran owned businesses when first starting their new business; and

WHEREAS, it is the City's intent to provide grant opportunities to lift up our community to build a more diverse Reynoldsburg.

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

SECTION 1. That the Mayor is directed to establish a grant program and set necessary criteria to provide assistance to female, minority, and veteran owned businesses that establish new businesses within the City of Reynoldsburg.

SECTION 2. That the amount of \$100,000.00 shall be appropriated to account number 206.000.5529 Miscellaneous Distributions from the America Rescue Plan Act Fund (206) to finance the Reynoldsburg Female, Minority, Veteran New Business Grant Program.

SECTION 3. This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.



Minority and Women Owned Business (MWOB) Grant

Minority-Women Owned Business Grant (MWOB) is designed to assist new business or expanding businesses within Reynoldsburg. The hope is to diversify, and improve our commercial offerings for the betterment of Reynoldsburg as a whole. The program was created in 2021 in the spirit, and intent of the lifting our minority owned, or female led businesses.

Program Description: Grant money is provided as a reimbursement and matched at \$.50 per \$1.00 of private investment up to a maximum of \$10,000 for eligible businesses. The total reimbursement amount will be based on submitted quote(s) contained within and set as part of the approved grant application.

Eligible Geography: All Commercial Business areas, as outlined in the Reynoldsburg Zoning Code.

Eligible Participants: Owners of for-profit businesses, non-profit or not-for-profit activities within the City may apply for an MWOB grant. Ineligible businesses include national chains, check cashing, sexually oriented businesses, governmental or quasi-governmental agencies and other businesses determined by the City to be contrary to the goals and objectives of community plans. Eligibility of non-profit, not-for-profit organizations shall be determined by proof of 501(c) status. Portions of buildings occupied by ineligible businesses may make the building ineligible for program funds. Eligibility of participants is at the sole discretion of the City.

Applicants requesting funding through the program must be current in their real estate property taxes and must be in good standing with all local, regional, state and federal taxing authorities. All properties participating in the program shall be in compliance with all applicable zoning, building and property maintenance standards.

Eligible Projects: Eligible projects are generally categorized into three types based on the nature of the proposed improvements. The following categories list examples of eligible improvements but do not represent an all-inclusive list. The Development Department is responsible for determining the eligibility of proposed improvements and said eligibility will remain at the sole discretion of the City. The City retains the right to approve an entire request, to approve portions of a request, suggest and/or ask for changes/additions to a request before approving or to deny any request or portion thereof. Building permit fees and professional design fees may be eligible for funding if associated with a project listed in the categories below.

1. Greenfield Development:
 - New construction for a new business.
2. Redevelopment/Expansion:
 - Redevelopment, Renovations, or expansion of an existing structure within the City.
3. Infill Development:
 - New Construction within a defined area of development within the City boundaries.

Funding: Project funds are provided as a reimbursement and matched for qualifying projects at a rate of \$0.50 per \$1.00. The maximum award per business shall not exceed \$10,000. This is a one-time grant opportunity, and once awarded, may not be eligible for re-application. The City determines the total reimbursement award based on the submitted quote(s) contained within the approved grant eligibility application. Costs exceeding the originally estimated amount may not be eligible for reimbursement.

Dispersal of Funds: Dispersed funds are to reimburse applicants for incurred expenses associated with approved project costs. Funds may be dispersed up to a maximum of two times during the duration of an approved project. Reimbursement requests will be processed upon the submission of proof of payment, photographs, inspection results and other needed documentation (as determined by staff) to verify the completion of the improvement.

Grant recipients are required to maintain records of expended funds and are to provide copies of all paid final invoices, paid receipts, inspection results and additional documentation demonstrating proper use of grant funds. Recipients not able to provide the necessary documentation/records will not be issued grant reimbursement funds.

This grant may be treated as income subject to Federal Income Tax. The City of Reynoldsburg is not liable for any tax implications resulting from the extension of this grant through the Minority-Women Owned Business Grant. See your tax advisor for clarification. The distribution of funds will be made in accordance with the guidelines stipulated by the administration of the City of Reynoldsburg.

Conflict of Interest: No official, employee or agent of the City shall have any personal interest, either direct or indirect, in the MWOB program, nor shall any such official, employee or agent participate in any decision relating to the MWOB program which affects his personal interests or the interests of any corporation, partnership or association in which he is, either directly or indirectly, interested. Additionally, work completed by applicants and/or property owners that hold ownership in any firm performing that work, or other instances in which the Development Department determines a conflict of interest is or may be present, shall be ineligible for MWOB funding.

Project Monitoring: Grant recipients must agree to allow any duly authorized representatives of the City of Reynoldsburg, at reasonable times and with twenty-four (24) hours prior notice, to have access to any portion of the project in which the City is involved and the period of such right to this access shall be until the City closes out the project.

Grant Approval Process:

STEP 1 Pre-Application Meeting: It is recommended that prospective applicants have a pre-submittal meeting with Development Department staff. Please contact the Development Department at 614-322-6807 to obtain an application.

STEP 2 Eligibility Application: This application is to determine if proposed projects are eligible for reimbursement and sets the maximum amount the City can reimburse. Eligibility is determined through project quotes, photos of the site's current conditions, and plans, drawings, and/or photos of what is proposed. Submittal requirements are set forth on the application form. Information the applicant provides will be used as the basis for evaluating the project. Applications will not be considered complete and eligible for participation in the program unless all items on the application are answered and all required attachments are included.

STEP 3 Eligibility Approval Letter: This letter is sent to applicants when an Eligibility Application has been approved listing the eligible projects and maximum eligible reimbursement. A Reimbursement Application is sent to the applicant with the Eligibility Approval Letter.

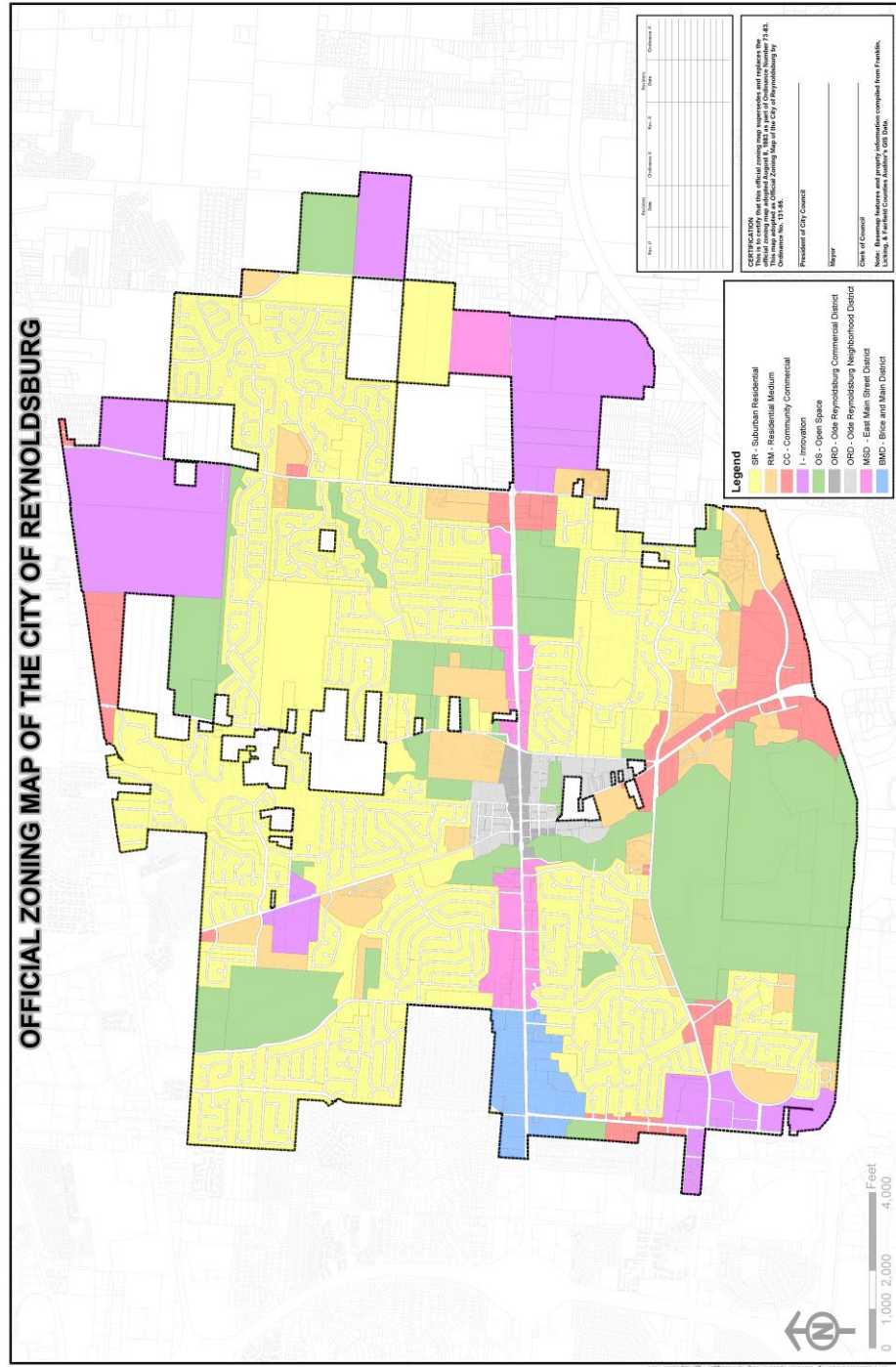
STEP 4 Permits Obtained: Participants in the grant program agree to obtain all necessary permits prior to the commencement of work and comply with all Reynoldsburg Ordinances.

STEP 5 Work Completed: All projects shall be completed and have received approval of all required inspections prior to submittal of the Reimbursement Application. Approved projects should be completed within 180 days from the date of the approved Eligibility Application unless a written extension is granted by the Development Department.

STEP 6 Reimbursement Application: This application is submitted after all work has been completed and received all necessary approvals {i.e. permits, inspections, approved plans, etc.}. The Reimbursement Application determines the amount of possible reimbursement based on payments {i.e. paid invoices, copies of checks, credit card statements, etc.} and photos of the completed projects. Applications will not be considered complete and eligible for reimbursement unless all items on the application are answered and all required attachments are included.

STEP 7 Funds Released: Funds are in the form of a check that can either be picked-up at City Hall or mailed.

Exhibit 1-A



REIMBURSEMENT APPLICATION FORM

Please provide the requested information and submit it to:

DEVELOPMENT DEPARTMENT
7232 E. MAIN STREET
REYNOLDSBURG, OHIO 43068
PHONE: 614-322-6807

PROPERTY INFORMATION

PROJECT ADDRESS: _____
STREET CITY STATE, ZIP

PARCEL ID NUMBER: 060- _____ ZONING ON PROPERTY: _____

PROPERTY LOCATION: _____

REIMBURSEMENT TYPE

- ☐ **ENTIRE OR FINAL REIMBURSEMENT** – The entire project is complete and the applicant is seeking the entire reimbursement or their final reimbursement for the approved project/improvements.
- ☐ **PARTIAL OR FIRST REIMBURSEMENT** – The project/work has commenced and the applicant is seeking a partial reimbursement for the approved project/improvements.

Note: Dispersed funds are to reimburse applicants for incurred expenses associated with approved project costs. Funds may be dispersed up to a maximum of two times during the duration of an approved project. Reimbursement requests will be processed upon the submission of paid invoices, photographs, inspection results, and other needed documentation (as determined by staff) to verify the completion of the improvement(s).

APPLICANT INFORMATION

Instructions: This section is to reflect and confirm the applicant information submitted on the Eligibility Application. If there is any disagreement between the information contained in this section and the original Eligibility Application, it will delay the reimbursement process and may require the submission of additional organizational documents. Reimbursement funds will be released in the name of the applicant as provided below.

Name Address City, State, Zip

Phone Fax Email

ATTACHMENTS

Instructions: All three items below need to be checked for the application to be processed. If no permits were required for your project, you are responsible for obtaining the signature certifying that determination.

- ☐ **DETAILED RECEIPTS, PAID INVOICES, ETC. FOR COMPLETED IMPROVEMENTS-** The grant recipient shall submit copies of all payment for the completed work. Such documentation shall be in the form of paid receipts, paid invoices, cancelled checks, credit card statements, or by other means approved by the Development Department that demonstrate compliance with the WMV Grant Program rules and regulations. Provided documentation should be detailed to clearly demonstrate compliance with the grant program.
- ☐ **PHOTOGRAPH(S) OF COMPLETED IMPROVEMENTS-** Submit photos depicting the finished project improvements. Be sure to label each photo and indicate what improvements were completed in each.
- ☐ **PERMIT(S)** – Submit copies of zoning approvals and building permits obtained from the City for the proposed improvements contained in the eligibility application. **Check box if not applicable ().**

If not applicable, please have the Development Director sign below certifying that no permits were required for the completed improvements.

Building or Zoning Official (or designee)

Date

PROPERTY OWNER ENDORSEMENT OF COMPLETED IMPROVEMENTS

Instructions: This section is to be completed by the property owner. In doing so, the property owner (or their duly authorized agent as detailed in this section) hereby certifies that to the best of their knowledge, all improvements were installed in accordance with the codes and regulations of the City and were completed satisfactorily and are agreeable to and accept the improvements.

Name Address City, State, Zip

Phone Fax Email

Signature Date

BUILDING DIVISION ENDORSEMENT OF COMPLETED IMPROVEMENTS

Instructions: This section is to be completed by the Building Division. In doing so, it is certified that all necessary zoning approvals and building permits for the completed improvements as portrayed in this reimbursement application have been obtained. Additionally, it certifies that the applicant or his/her contractor(s) have satisfactorily completed all necessary building/zoning inspections.

Building or Zoning Official (or designee) Date

SUMMARY OF GRANT FUND EXPENDITURES

APPLICANT USE		OFFICE USE ONLY			
SUMMARY OF DETAILED EXPENDITURES	ACTUAL COST	ELIGIBLE FOR REIMBURSEMENT			ELIGIBLE COST
		Yes	No	Partial	
TOTAL COST		ELIGIBLE TOTAL			
		REIMBURSEMENT TOTAL			
		Reviewed By:			
		Date Reviewed:			
Notes:					

Attachment: WMV Reimbursement Application (Minority-Female-Veteran Business Owned Grants)

DECLARATIONS AND ACKNOWLEDGEMENTS

INITIAL BELOW:

_____ The applicant acknowledges that acceptance of grant funds may be considered income by the Federal Internal Revenue Service.

_____ The applicant agrees to complete any and all applicable tax forms as required by the Reynoldsburg Auditing Department.

_____ The applicant acknowledges that any misuse of grant funds or providing misleading information or making false representations to the City may jeopardize any pending reimbursement request(s) and may prohibit future participation in the grant program.

APPLICANT SIGNATURE

BY SIGNING BELOW, I CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND WORK WAS COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE GRANT PROGRAM AND IN COMPLIANCE WITH APPLICABLE CITY CODES.

Signature

Date

FOR OFFICE USE ONLY

DATE RECEIVED:

DATE REVIEWED:

REVIEWED BY:

GRANT PROJECT STATUS: ☐ COMPLETED/CLOSED ☐ OPEN/PARTIAL

NOTES: _____

Vendor / Grant Recipient Set-Up Form

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
Business name/disregarded entity name, if different from above			
Payment mailing address (number, street, and apt. or suite no.)			Contact name (if different from the name above)
Payment mailing address line 2 (department or attention)			Contact phone number
City	State	ZIP code	Contact e-mail
Website			

Indicate reason for completing this form: ☐ Grant Recipient ☐ Real Estate Transaction (indicate address of property below) ☐ Vendor or Contractor (indicate product or service below)
Product, service or address of property

Check appropriate box for federal tax classification of the person whose name is entered in the first box of this form. Check only one of the following boxes. ☐ Individual/sole proprietor or single-member LLC owned by an individual. If you checked this box, you must use your social security number in Taxpayer Identification Number box below. If you are providing a service (as opposed to selling a product, selling real estate or receiving a grant), you must complete an <i>OPERS Independent Contractor/Worker Acknowledgment</i> form. ☐ C Corporation (or single-member LLC owned by a C corporation) ☐ S Corporation (or single-member LLC owned by an S corporation) ☐ Partnership (or single-member LLC owned by a partnership) ☐ Trust/estate (or single-member LLC owned by a trust/estate) ☐ Limited liability company that files a federal return separate from the returns of its owner(s). Indicate your federal tax classification: ____ C Corporation ____ S Corporation ____ Partnership

Taxpayer Identification Number The IRS requires single-member LLCs owned by individuals to use the owner's social security number.	Social security number or EIN
--	--------------------------------------

Tax Information Certifications Required to Avoid Backup Withholding Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined in the instructions for federal Form W-9). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
Sign Here	Signature of U.S. person certifying the tax information above Date



MINORITY-FEMALE-VETERAN GRANT PROGRAM

Eligibility Application Form

Please provide the requested information and submit it to: DEVELOPMENT DEPARTMENT
7232 EAST MAIN ST
REYNOLDSBURG, OH 43068
PHONE: 614-322-6807

PROPERTY INFORMATION

PROJECT ADDRESS: _____
STREET CITY STATE, ZIP

PARCEL ID NUMBER: 060- _____ PROPERTY ZONING: _____

FILING INFORMATION (PLEASE READ CAREFULLY)

- Are you seeking a grant as a property owner _____ OR as a business owner _____? (ONLY CHECK ONE)
 - If you are submitting as a business owner (or tenant) you are required to submit an owner consent form.
- Are you seeking a grant as a person/sole proprietor _____ OR as a non-person/entity (e.g. LLC.) _____? (CHECK ONE)
 - If you are submitting as a non-person/entity (e.g. Limited Liability Company, Partnership, etc.) you are required to submit organizational documents.

Note: Please be advised that how you answer the questions above will determine how the grant is processed and how funds are dispersed. Additionally, the answers above may create or carry certain tax implications, as grant funds are treated as income subject to Federal Income Tax.

APPLICANT INFORMATION

Instructions: This section should reflect how you answered the questions above. If you answered as a "property owner" this section should reflect the property ownership information as contained on the Franklin County Auditor's website. Similarly if you answered as a "business owner" this section should reflect the business ownership as filed with the Ohio Secretary of State.

Name	Address	City, State, Zip
Phone	Fax	Email

If applying as a **non-person/entity** please provide how ownership is organized (e.g. LLC, Trust, etc.): _____
Additionally, please provide the requested information for all individuals holding 10% or more of the ownership in the space below.

FULL NAME	DATE OF BIRTH	PERMANENT ADDRESS	TELEPHONE	%OWNERSHIP

BUSINESS OCCUPANCY INFORMATION

Instructions: List all businesses operating from the project address and the "type" of business. Please note that Business Type refers to the primary service or product offered to the market (e.g. florist, barber, etc.). Eligible Business refers to for-profit businesses (excluding national chains and sexual oriented businesses) as well as non-profit and not-for-profit organizations holding valid 501(c) status with the IRS.

BUSINESS NAME	BUSINESS TYPE	IS BUSINESS ELIGIBLE (Y/N)

AT LEAST 50% OF THE BUILDING FLOOR AREA IS USED TO CONDUCT BUSINESS or NON-PROFIT ACTIVITIES? ☐ YES ☐ NO

Name	Title	Relationship to Applicant
Name of Business (if applicable)	Address	City, State, Zip
Phone	Fax	Email

Note: Please be advised that serving as the primary point of contact infers that you have the proper authorizations to speak, represent and make commitments on behalf of the applicant(s). All communication regarding the grant request will be routed through the primary contact under the assumption that any pertinent information is also being routed to the property owner(s) and/or business owner(s). The City does not take any responsibility for the lack of communication between the primary contact and any related private parties.

PROJECT INFORMATION

ANTICIPATED PROJECT START DATE: _____

ANTICIPATED PROJECT COMPLETION DATE: _____

Note: Approved projects are required to be completed within 180 days from the date of the awarded grant unless a written extension is granted by City staff. Additionally, all building permits and zoning approvals are to be obtained prior to the commencement of work. **Properties shall have resolved all property maintenance issues with the Building Division prior to issuance of grant funds.**

ATTACHMENTS (READ CAREFULLY- ALL ITEMS MUST BE COMPLETED, CHECKED AND MUST BE ATTACHED)

Instructions: All items below need to be checked for the application to be processed. Submitting partial or incomplete information will delay the project's eligibility determination.

- ☐ **PRELIMINARY SITE MEETING-** An onsite meeting with Development Department staff to discuss what the work will entail.
 - ☐ **NARRATIVE PROJECT DESCRIPTION-** A typed statement of what the project will involve. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location, etc.
 - ☐ **PHOTOGRAPH(S) OF EXISTING CONDITIONS-** Submit photos depicting the current condition. Be sure to label each photo and indicate what improvements you are proposing to make in each.
 - ☐ **DETAILED COST ESTIMATES/BIDS FOR PROPOSED IMPROVEMENTS-** Submit bids for all work to be performed. Indicate what contractors you are proposing to use on the project. Bids should provide enough detail to make the proposed scope of work clear (quantity, cost and type of work).
 - ☐ **DRAWINGS OF PROPOSED IMPROVEMENTS-** Submit plans, sketches and/or renderings of proposed improvements. For smaller projects this may not be required. **Check box if not applicable (☐).**
 - ☐ **DETAILS AND CUT-SHEETS OF PROPOSED IMPROVEMENTS-** Submit all product details, manufacturer's information, sample sheets showing colors, size, type of materials and finishes, technical data, etc. If a sign is proposed, graphically indicate sign lettering style, letter and sign dimensions.
 - ☐ **ORGANIZATIONAL DOCUMENTS-** Submission of organizational documents are required if the applicant is not applying as an individual or sole proprietor. **Check box if applicant is applying as individual or sole proprietor (☐).**
 - ☐ **OWNER CONSENT FORM-** Required if applicant is not the owner of the project real estate. If applying as a tenant and/or business owner, an owner consent form must be submitted. **Check box if property owner is applicant (☐).**
- (1) proposed improvement will substantially enhance the vitality and appearance of Reynoldsburg;
 - (2) proposed improvement will result in creation of jobs;
 - (3) proposed improvement will result in the leveraging of additional economic investment and/or activity;
 - (4) proposed improvement will result in the utilization of sustainable building and site design concepts;
 - (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Comprehensive Plan;
 - (6) proposed improvement will result in the attainment of more minority/female/veteran owned businesses.
 - (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and
 - (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants.
 - (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards.

SUMMARY OF ESTIMATED COSTS AND GRANT AWARD

APPLICANT USE		OFFICE USE ONLY			
SUMMARY OF QUOTED/PROPOSED WORK	ESTIMATED COST	ELIGIBILITY			ELIGIBLE COST
		Yes	No	Partial	
TOTAL PROJECT COST		TOTAL ELIGIBLE COST			
		EST. GRANT AWARD			
Review Notes:					

Attachment: MFV Grant Application (Minority-Female-Veteran Business Owned Grants)

FOR OFFICE USE ONLY	
DATE RECEIVED:	DATE OF FINAL DETERMINATION:
DETERMINATION: ☐ APPROVED ☐ DENIED ☐ APPROVAL FOLLOWING CONDITIONS: _____	
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DECLARATIONS

INITIAL BELOW:

_____ The applicant agrees to abide by all rules, regulations and provisions of the Minority-Female-Veteran Grant Program.

_____ The applicant agrees to complete all improvements within the program specified 180 days from the approval date of the Eligibility Application unless otherwise granted an extension by the Development Department.

_____ The applicant agrees to construct and complete improvements in accordance with all applicable codes and requirements of the City.

_____ The applicant agrees to obtain all necessary building permits and zoning approvals from the Building Division prior to starting work or seeking reimbursement funds.

ACKNOWLEDGEMENTS

INITIAL BELOW:

_____ The Applicant agrees that in the event of his/her/their breach of any condition or provision or whatever deemed to be in the interest of the City, the development department has the right to terminate the grant request.

_____ The Applicant understands that this is a voluntary program. The applicant also understands the City has the right and sole discretion to determine project eligibility, grant approval or deny any portion thereof.

_____ The Applicant agrees to allow any duly authorized representative of the City, at reasonable times and with twenty- four (24) hours prior notice, to have access to any portion of the project in which the City is involved and the period of such right to this access shall be until the City closes out the project.

_____ The Applicant understands that he/she must submit detailed documentation that demonstrates beyond a reasonable doubt that all improvements have been completed and all costs/bills/invoices have been paid. Proof of payment may include but is not limited to canceled checks, paid billing invoices, paid receipts, and original contractor's lien waiver(s).

_____ The Applicant authorizes the City to use his/her/it's name, likeness, photos and/or information about the project participating in the Program for promotional purposes.

APPLICANT SIGNATURE

I UNDERSTAND THAT MY SUBMISSION OF AN APPLICATION DOES NOT CONSTITUTE A GUARANTEE FOR FUNDING UNDER THE OLDE REYNOLDSBURG REVITALIZATION GRANT PROGRAM. I CERTIFY THAT ALL INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND IF APPROVED, WORK WILL BE COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE GRANT PROGRAM.

BY SIGNING BELOW, THE APPLICANT ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE PROGRAM GUIDELINES FOR THE OLDE REYNOLDSBURG REVITALIZATION GRANT PROGRAM. ALSO, THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS THE PROPERTY OWNER OR IS DULY AUTHORIZED TO ACT ON BEHALF OF THE COMPANY AND/OR EACH PRINCIPAL OF THE COMPANY AND THAT THE COMPANY IS PROPERLY ORGANIZED AND LICENSED TO CONDUCT BUSINESS IN THE STATE OF OHIO.

Applicant/Owner Signature

Date

STATE OF OHIO, COUNTY OF FRANKLIN} SS

The above individual(s), being first duly sworn, deposes on oath and says that he/she has read the foregoing Affidavit subscribed by him/her, knows the contents thereof, and that the statements therein are true.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Official Seal and Signature of Notary Public

Attachment: MFV Grant Application (Minority-Female-Veteran Business Owned Grants)



Minority-Female-Veteran Grant Program

OWNER CONSENT FORM

Please provide the requested information and submit it to: DEVELOPMENT DEPARTMENT
7232 EAST MAIN ST
REYNOLDSBURG, OH 43068

The undersigned owner of the existing building located at:

_____ (address), certifies
that _____ (Applicant) operates
or intends to operate a business at the above location. The undersigned agrees to permit the Applicant and his/
her contractors or agents to implement the improvements listed on the Minority, Female & Veteran Grant Program
Application ("the Application") dated _____

The undersigned hereby waives any claim against the City of Reynoldsburg ("the City") arising out of the use of said
grant funds for the purposes set forth in the Application. The undersigned agrees to hold the City harmless for any
changes, damages, claims or liens arising out of the Applicant's participation in the Minority, Female &
Veteran Grant Program.

In witness whereof, the owner has hereunto set his/her hand and seal, or if a corporation, has caused this instrument to
be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its
Board of Directors, if a Partnership by its Partners, if a LLC or LLP, by its Members/Managers, etc. the day and year first
above written.

(Company Name) **leave blank if Owner is an individual**

By: _____	By: _____
_____ Name	_____ Name
_____ Title	_____ Title

Ohio, County of Franklin

I, _____, a Notary Public, do hereby certify that

_____ personally appeared before me this day and Acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal or stamp, this _____ day of _____, 20_____.

Notary Public

My commission expires

Attachment: Owner Consent Form_Reynoldsburg (Minority-Female-Veteran Business Owned Grants)