



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

## **CITY COUNCIL**

### **Council Meeting**

7232 East Main Street  
Reynoldsburg, OH 43068  
[www.ci.reynoldsburg.oh.us](http://www.ci.reynoldsburg.oh.us)

Mollie Prasher, Clerk of Council  
614-322-6836

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**Monday, October 14, 2019**

**Council Chambers**

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### **CITY COUNCIL MEETING**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

A. City Council – Regular Meeting – September 23, 2019

**4. APPROVAL OF AGENDA**

**5. COMMUNITY COMMENTS AND REQUESTS**

**6. COMMUNICATIONS**

**7. REPORTS**

1. CLERK OF COURT REPORT

**8. SPECIAL EXEMPTION USE PERMIT**

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

- B. A MOTION TO APPROVE A RESOLUTION APPROVING SPECIAL EXCEPTION USE PERMIT #2019-5360 AT 2686 TAYLOR ROAD FOR APPLICANT OAK VIEW CAPITAL PARTNERS FOR A CLIMATE CONTROLLED STORAGE FACILITY

**9. LEGISLATION FOR ONE READ ONLY**

- 1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM PHASE 2 CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND EAST MAIN STREET GREEN SPACE/PARKING IMPROVEMENT PROJECT, AND APPROPRIATING REMAINING FUNDS THEREFORE --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- 2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JESS HOWARD ELECTRIC TO PERFORM CONSTRUCTION SERVICES FOR THE EAST MAIN STREET AND KROGER TRAFFIC LIGHT PROJECT --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.

**10. LEGISLATION FOR FIRST READING**

- A. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. FOR METER READING SERVICES --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- B. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 AND 505.15 AND REPEAL SECTION 505.13 OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- C. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH EQUIVANT FOR COURTVIEW SOFTWARE, TO WAIVE COMPETITIVE BIDDING, APPROPRIATE FUNDS, AND DECLARING AND EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

**11. LEGISLATION FOR THIRD READING**

- A. A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS (SECOND READING 9/23/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.

- B. A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE ANNUAL CHAMBER OF COMMERCE SILENT AUCTION TO BE HELD AT THE REYNOLDSBURG SENIOR CENTER (SECOND READING 9/23/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- C. AN ORDINANCE EXTENDING AND DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE STATE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY OF REYNOLDSBURG TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS (SECOND READING 9/23/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- D. AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE U.S. ROUTE 40 AND OTHER RELATED IMPROVEMENTS (SECOND READING 9/23/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- E. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2020 STREET IMPROVEMENT PROGRAM AND APPROPRIATING FUNDS THEREFORE (SECOND READING 9/23/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- F. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 36-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC. (SECOND READING 9/23/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- G. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 (SECOND READING 9/23/2019). --- COTNER. .

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## ADJOURNMENT

MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
September 23, 2019

President of Council Doug Joseph called the meeting to order at 8:05 PM

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

ABSENT: Clemens

Approval of Minutes

- a. City Council – Regular Meeting – July 22, 2019

**RESULT: ACCEPTED**

- b. City Council – Regular Meeting – September 9, 2019

**RESULT: ACCEPTED**

Approval of Agenda

Mr. Joseph: I would like to add a report by Councilman Spalding fro the West Licking Joint Fire District. That would be item 7b.

ALL VOTED IN FAVOR BY VOICE.

Community Comments and Requests

**a. Pam Ellis - One Night Columbus**

Ms. Ellis from One Night Columbus, a worship and prayer gathering that has been taking place for approximately four years, was present at the Council meeting. In summary, Ms. Usually there would be an annual meeting that would take place in Columbus, where about 4,000 people from different backgrounds would come and pray together. One Night Columbus now has smaller gatherings that take place. On Sunday evening, September 29, a gathering will take place at Reynoldsburg United Methodist Church. Ms. Ellis invited all people from every denomination to come and participate in the event in unity.

**b. Reynoldsburg High School Student Council - Homecoming Parade**

Members of the Reynoldsburg High School Student Council came to the Council Meeting to introduce themselves and speak about some of the events taking place.

Dipisha KcKhatri is the President of Student Council. Her goal for students is to care about themselves as well as their community. She hopes to do a lot of community outreach and become more apart of Reynoldsburg as a City. She would like to support all of those who supported Student Council along the way and is excited to see the Student Council grow in the coming year.

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MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
September 23, 2019

Tyla Smith is the Student Council Secretary. Her goal is to continue to have the program run smoothly in order to continuing expanding the Student Council and complete as many community service projects as possible. As well as to make their "why statement" more known. As well as bringing joy to all of the citizens of Reynoldsburg and not just the ones who are involved in the school district.

Trinity Tobe was representing the Student Council's Vice President, N Harris. Nailah is looking to build an orchard in JFK Park. The orchard will be have fruit trees and vegetable beds and flower gardens, hoping to provide everyone in Reynoldsburg more access to healthier food options and learn about healthier life styles. She has been working with Reynoldsburg Slow Foods Movement to give them another location for a green house and also another location to grow food for Reynoldsburg. Her goal over the next years is for Reynoldsburg to have this orchard and it provide healthy food options for its community. Her email address was provided for contact for any future questions; nailah.harris@reyn.org

Parker Gutman was representing the treasurer, Aliyah Hamilton. Parker spoke of the Fill the Bus campaign. This is a non profit organization that collects food to donate to local food pantries. This year food will be collected during the Homecoming Parade on October 10 at 6:30 PM. Bags were provided to fill with canned food and non perishable goods to be picked up during the parade by Student Council members.

Ms. KcKhatri formally invited members of Council and the Community to the Reynoldsburg High School Homecoming Parade.

#### Communications

##### **Military Banner Program**

Mr. Bowsher: This is very very near and dear to my heart. We were approached by the School Board president and resident Joe Begeny, Donna Bauman the Parks Director and myself to start a Reynoldsburg Military Banner Program that has been instituted. The cut off date is October 18 currently. Basically its a double sided military banner that we are going to hang a long Main Street and Brice Road and then in Old Reynoldsburg. Its a \$75.00 application that pays for the printing fees and the scanning fees and its for us to put those out. SO it was a collaboration. The Development team designed it and the Parks department are running it. I am just going to hand this off to Joe, this was his project.

Mr. Begeny: Most of all I am just very great full that we are having the opportunity to provide these banners, hang these banners for our community. We all know that the sacrifices that soldiers make, we heard earlier about the rates of suicide along with other difficulties that veterans, make it all that much more important for us to recognize those who have served and those who are no longer with us due to the service to our country. It's going to be great to see this, the deadline again is October 18th. And its going to be first come first serve for the Old Town Reynoldsburg area and then it can extend even further back. I know Ms. Bauman is on

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vacation this week so we don't have the total number of people that have already turned in request. But I know that people have, so I am hoping that we can decorate Main Street and it will be done in time for Veterans Day this November. Its a great thing for the City of Reynoldsburg to recognize these veterans. And I am appreciative of Andrew Bowsher and Donna Bauman and everyone else involved in the project to get this going. Its going to be great for our City, thank you.

## Reports

### RATE INCREASE FOR THE EXISTING STORMWATER UTILITY REPORT

Mr. Bowsher: This is simply a standard two year rate study, we take a look at how were doing, how we are fluctuating on cost. We take a look at what we need into the future to continue sustained growth. So this is just the study to take a look at it. If any increases do happen, it will probably happen quarter one of next year.

### WEST LICKING JOINT FIRE DEPT SEPTEMBER STATS

Mr. Spalding summarized the statistics of the West Licking Joint Fire Board meeting for the month of September. The department recently had a few promotions and expressed the gratitude for giving him to opportunity.

**RESULT:**            **READ INTO THE MINUTES**

## Motions

A MOTION TO ADOPT A RESOLUTION OF RECOGNITION OF NATIONAL SENIOR CENTER MONTH --- Spalding. .

Mr. Spalding read the motion into the minutes.

A formal presentation will be given in two weeks.

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

### LEGISLATION FOR EMERGENCY ADOPTION

## 98-19

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT FOR THE LEASE OF REAL PROPERTY, AND DECLARING AN EMERGENCY. --- Spalding. Development, Parks and Recreation Committee.

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REYNOLDSBURG CITY COUNCIL  
September 23, 2019

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Marshall Spalding, Ward 3 Councilmember  
**SECONDER:** Stacie Baker, At-Large Councilmember  
**AYES:** Cotner, Luzader, Spalding, Baker, Bryant, Skinner

**99-19**

A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG LANCASTER ROAD, AND DECLARING AN EMERGENCY

**RESULT:** ADOPTED [UNANIMOUS]  
**SECONDER:** Caleb Skinner, Ward 1 Councilmember  
**AYES:** Cotner, Luzader, Spalding, Baker, Bryant, Skinner

**100-19**

AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE 2020 F-250 SUPER DUTY FORD TRUCK FOR THE WATER AND WASTEWATER DEPARTMENTS, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Brett Luzader, Ward 2 Councilmember  
**SECONDER:** Caleb Skinner, Ward 1 Councilmember  
**AYES:** Cotner, Luzader, Spalding, Baker, Bryant, Skinner

**101-19**

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CAPITAL IMPROVEMENTS FUND TO MISCELLANEOUS INFRASTRUCTURE, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

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

**102-19**

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MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
September 23, 2019

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2019 WATER MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

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

**103-19**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FIELDS EXCAVATING FOR THE 2019 WATER MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

|                  |                                                   |
|------------------|---------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                        |
| <b>MOVER:</b>    | Brett Luzader, Ward 2 Councilmember               |
| <b>SECONDER:</b> | Marshall Spalding, Ward 3 Councilmember           |
| <b>AYES:</b>     | Cotner, Luzader, Spalding, Baker, Bryant, Skinner |

**104-19**

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

|                  |                                                   |
|------------------|---------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                        |
| <b>SECONDER:</b> | Stacie Baker, At-Large Councilmember              |
| <b>AYES:</b>     | Cotner, Luzader, Spalding, Baker, Bryant, Skinner |

**105-19**

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, DECLARING AN EMERGENCY. AND DECLARING AN EMERGENCY

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REYNOLDSBURG CITY COUNCIL  
September 23, 2019

**RESULT:** ADOPTED [UNANIMOUS]  
**SECONDER:** Brett Luzader, Ward 2 Councilmember  
**AYES:** Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR SECOND READING

A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS --- Spalding. Development, Parks and Recreation Committee.

**RESULT:** REFERRED TO COMMITTEE **Next: 10/14/2019 7:30 PM**

A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE ANNUAL CHAMBER OF COMMERCE SILENT AUCTION TO BE HELD AT THE REYNOLDSBURG SENIOR CENTER --- Spalding. Development, Parks and Recreation Committee.

**RESULT:** REFERRED TO COMMITTEE **Next: 10/14/2019 7:30 PM**

AN ORDINANCE EXTENDING AND DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE STATE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY OF REYNOLDSBURG TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS --- Spalding. Development, Parks and Recreation Committee.

**RESULT:** REFERRED TO COMMITTEE **Next: 10/14/2019 7:30 PM**

AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE U.S. ROUTE 40 AND OTHER RELATED IMPROVEMENTS --- Luzader. Public Service and Transportation Committee.

**RESULT:** REFERRED TO COMMITTEE **Next: 10/14/2019 7:32 PM**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2020 STREET IMPROVEMENT PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Luzader. Public Service and Transportation Committee.

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REYNOLDSBURG CITY COUNCIL  
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**RESULT:**            **REFERRED TO COMMITTEE**

**Next: 10/14/2019 7:31 PM**

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 36-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC --- Cotner. Finance and Administration Committee.

**RESULT:**            **REFERRED TO COMMITTEE**

**Next: 10/14/2019 7:33 PM**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 --- Cotner. .

**RESULT:**            **REFERRED TO COMMITTEE**

**Next: 10/14/2019 7:33 PM**

LEGISLATION FOR THIRD READING

**106-19**

AN ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

**RESULT:**            **ADOPTED [UNANIMOUS]**

**MOVER:**            Marshall Spalding, Ward 3 Councilmember

**SECONDER:**        Stacie Baker, At-Large Councilmember

**AYES:**             Cotner, Luzader, Spalding, Baker, Bryant, Skinner

**107-19**

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.03, 505.05, 505.17, 505.23, 505.31 AND 505.33, AND REPEAL SECTION 505.39 THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

**RESULT:**            **ADOPTED [UNANIMOUS]**

**MOVER:**            Kristin Bryant, At-Large Councilmember

**SECONDER:**        Brett Luzader, Ward 2 Councilmember

**AYES:**             Cotner, Luzader, Spalding, Baker, Bryant, Skinner

**108-19**

Minutes Acceptance: Minutes of Sep 23, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
September 23, 2019

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES --- Cotner. Finance and Administration Committee.

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

Adjournment

\_\_\_\_\_  
Doug Joseph, President of Council

\_\_\_\_\_  
Clerk of Council

Minutes Acceptance: Minutes of Sep 23, 2019 7:35 PM (Approval of Minutes)

**Clerk of Court****Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: October 14, 2019****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING AUGUST 2019**

I am submitting monies collected from the courts held on 8/1, 8/8, 8/15, 8/22 and 8/29/19. 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) | \$ 10,671.00 |
|-----------------------------------------------------|-------------|--------------|

|                                    |             |              |
|------------------------------------|-------------|--------------|
| Court Costs & Misc. Costs Assessed | (#110.4510) | \$ 16,867.00 |
|------------------------------------|-------------|--------------|

|                                     |  |              |
|-------------------------------------|--|--------------|
| Sub-Total (To General Revenue Fund) |  | \$ 27,538.00 |
|-------------------------------------|--|--------------|

|                            |             |             |
|----------------------------|-------------|-------------|
| Computerization Needs Fund | (#211.4510) | \$ 2,230.00 |
|----------------------------|-------------|-------------|

|                              |             |          |
|------------------------------|-------------|----------|
| Enforcement & Education Fund | (#293.4616) | \$ 95.00 |
|------------------------------|-------------|----------|

|           |  |             |
|-----------|--|-------------|
| Sub-Total |  | \$ 2,325.00 |
|-----------|--|-------------|

|                               |  |                     |
|-------------------------------|--|---------------------|
| <b>Total Amount Submitted</b> |  | <b>\$ 29,863.00</b> |
|-------------------------------|--|---------------------|

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

## **MOTION REQUEST**

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**DATE:**           **October 14, 2019**

**TO:**

**RE:**               **SEUP Special Use Permit for an Adult Day Care**

---

Approval:

|              |          |               |
|--------------|----------|---------------|
| Brad McCloud | Jed Hood | Stephen Cicak |
|--------------|----------|---------------|

BZBA has recommended the approval of a special use permit for an adult day care center proposed for 8305 Taylor Road. The business would combine two store front locations into a 4,618 square foot facility. This motion will be the final step in the approval of application #2019-5364. Following the signature of the Mayor, there will be a thirty day waiting period

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

SECTION 1. That a Special Exception Use Permit for proposed use - adult day care located at 8305 Taylor Road, Reynoldsburg (applicant Laurence Bergman #2019-5364) be and is hereby approved by the Reynoldsburg City Council.

SECTION 2. That Council accept the recommendation of the Board of Zoning and Building Appeal to approve Application #2019-5364.

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



CITY OF REYNOLDSBURG  
Department of Development  
Planning & Zoning Division  
7232 East Main Street  
Reynoldsburg, Ohio

App./Case#: 2019-5361  
Date Submitted: 9/10/2019  
Fee Amount: \$350.00

Section 1139  
BOARD OF ZONING & BUILDING APPEALS  
APPLICATION

☒ Paid: \$350.00

|                                                                                                                                                                                                |                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. PROPERTY INFORMATION</b>                                                                                                                                                                 |                                                                                                                                                                                  |
| Property Address:<br>8305 Taylor Road, Reynoldsburg, Ohio 43068                                                                                                                                | Parcel ID#(s):<br>013-027588-00.275                                                                                                                                              |
| <b>II. PROPERTY OWNER OF RECORD</b>                                                                                                                                                            |                                                                                                                                                                                  |
| Property Owner Name(s):<br>Taylor Station Associates LLC                                                                                                                                       |                                                                                                                                                                                  |
| Contact Email:<br>Larry@bergman-group.com                                                                                                                                                      | Contact Phone Number:<br>(office) 513-322-6307 mobile 513-515-5488                                                                                                               |
| <b>III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)</b>                                                                                                                                        |                                                                                                                                                                                  |
| Business Name:<br>Malik Adult Daycare                                                                                                                                                          | Contact Name:<br>Vagan Matevosyants, Artem Matevosyants                                                                                                                          |
| Contact Phone Number:<br>Vegan 720-532-4235 Artem 720-280-1483                                                                                                                                 | Contact Email:<br>vegan.mat@gmail.com artem.mat@gmail.com                                                                                                                        |
| Description of Use:<br>Operation of an Adult Daycare serving population 65+ years and some disabled under 65+ Mon-Fri 8-4pm                                                                    |                                                                                                                                                                                  |
| <b>IV. APPLICANT INFORMATION</b>                                                                                                                                                               |                                                                                                                                                                                  |
| Applicant Name:<br>Laurence Bergman                                                                                                                                                            | Applicant Address:<br>4695 East Lake Forest Drive, Cincinnati, Ohio 45242                                                                                                        |
| Applicant Phone Number:<br>(m) 513-515-5488 (o) 513-322-6307                                                                                                                                   | Applicant Email:<br>Larry@bergman-group.com                                                                                                                                      |
| <input checked="" type="checkbox"/> Property Owner                                                                                                                                             | <input type="checkbox"/> Business Owner/Tenant                                                                                                                                   |
| <input type="checkbox"/> Contractor                                                                                                                                                            | <input type="checkbox"/> Architect/Engineer                                                                                                                                      |
| <b>PROJECT INFORMATION</b>                                                                                                                                                                     |                                                                                                                                                                                  |
| CHECK AND DESCRIBE IF APPLICABLE:                                                                                                                                                              |                                                                                                                                                                                  |
| Variance ( <input type="checkbox"/> Non-Residential (\$450) / <input type="checkbox"/> Residential (\$100)): _____                                                                             |                                                                                                                                                                                  |
| _____                                                                                                                                                                                          |                                                                                                                                                                                  |
| _____                                                                                                                                                                                          |                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> Special Exception Use Permit (\$350): See attached                                                                                                         |                                                                                                                                                                                  |
| <input type="checkbox"/> Other: _____                                                                                                                                                          |                                                                                                                                                                                  |
| Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator. |                                                                                                                                                                                  |
| Applicant Signature: <u>Laurence Bergman</u>                                                                                                                                                   | Date: <u>8/30/2019</u>                                                                                                                                                           |
| *By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.*                       |                                                                                                                                                                                  |
| Additional Notes:                                                                                                                                                                              | <b>**OFFICE USE ONLY**</b>                                                                                                                                                       |
|                                                                                                                                                                                                | <b>Zoning Information</b>                                                                                                                                                        |
|                                                                                                                                                                                                | Zoning District: <u>XIC</u>                                                                                                                                                      |
|                                                                                                                                                                                                | <input type="checkbox"/> Historic District<br><input type="checkbox"/> CC Overlay                                                                                                |
|                                                                                                                                                                                                | <b>Add'l Approvals Req'd</b>                                                                                                                                                     |
|                                                                                                                                                                                                | <input type="checkbox"/> Planning Commission                                                                                                                                     |
|                                                                                                                                                                                                | <input type="checkbox"/> Other: _____                                                                                                                                            |
|                                                                                                                                                                                                |                                                                                                                                                                                  |
|                                                                                                                                                                                                | <b>BZBA Meeting</b>                                                                                                                                                              |
|                                                                                                                                                                                                | Date: <u>9/19/2019</u>                                                                                                                                                           |
|                                                                                                                                                                                                | <input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Denied          |
|                                                                                                                                                                                                |                                                                                                                                                                                  |
|                                                                                                                                                                                                | <b>City Council Meeting</b>                                                                                                                                                      |
|                                                                                                                                                                                                | Date: _____                                                                                                                                                                      |
|                                                                                                                                                                                                | <input type="checkbox"/> No Action Taken<br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Denied |
|                                                                                                                                                                                                |                                                                                                                                                                                  |
|                                                                                                                                                                                                | P&Z Admin: _____ Date: _____                                                                                                                                                     |
|                                                                                                                                                                                                | Clerk of Council: _____ Date: _____                                                                                                                                              |

Attachment: BZBA 091919 SEUP Adult Day Care (SEUP 8305 Taylor Road Adult Day Care)



August 30<sup>th</sup>, 2019

**Request for Exception Use Permit (Conditional Use)**

**8305 Taylor Road, Reynoldsburg, Ohio 43068**

8305 Taylor Road, Reynoldsburg, Ohio is a 10,656 sf. Building on approximately 1.66 acres. The proposed tenant would locate in suites 102 and 103 for a total of approximately 4,618 sf. for the purpose of operating an adult daycare.

Currently the proposed daycare operator has a location in Denver, Colorado and they would model their Reynoldsburg location off of the daycare in operation. They anticipate a 70 to 80 clients at any one time and would have approximately 200-250 clients overall. Their Denver Facility has approximately 200 clients.

It's anticipated that there will be 15 to 20 employees. Their Denver operation has 20 employees

The hours of operation are

Monday to Friday 8am to 4pm. Closed Saturday and Sunday

The operation would require 10-15 parking spaces. The property has a total of 73 parking spaces. There would be ample parking for the property. This tenancy would fill the balance of available space in the building.

Clients mostly consist of elderly population of 65+ years old and some disabled under 65 years old. They do not have a web site to share as they work with a specific ethnic group (mostly population originally from Nepal). The client population for the Columbus (Reynoldsburg) location is similar to that of their Denver operation. The Company offers transportation services, breakfast and lunch, day care entertainment and outings to their clients. Personal care will be provide at the site per client request only. They will have a Registered Nurse on site checking vitals for client.

The current tenants include Stamas Dental Group and Edward Jones at each end of the property and Creno's Pizza (see attached site plan).

8305 Taylor Road is adjacent to two children's daycares; Rainbow Station Daycare to the south of the building, Childrens Kindercare adjacent on the north side of the building, across the street on the west of the property is Taylor Road Elementary School and Residential properties behind to east of the property and throughout the area.

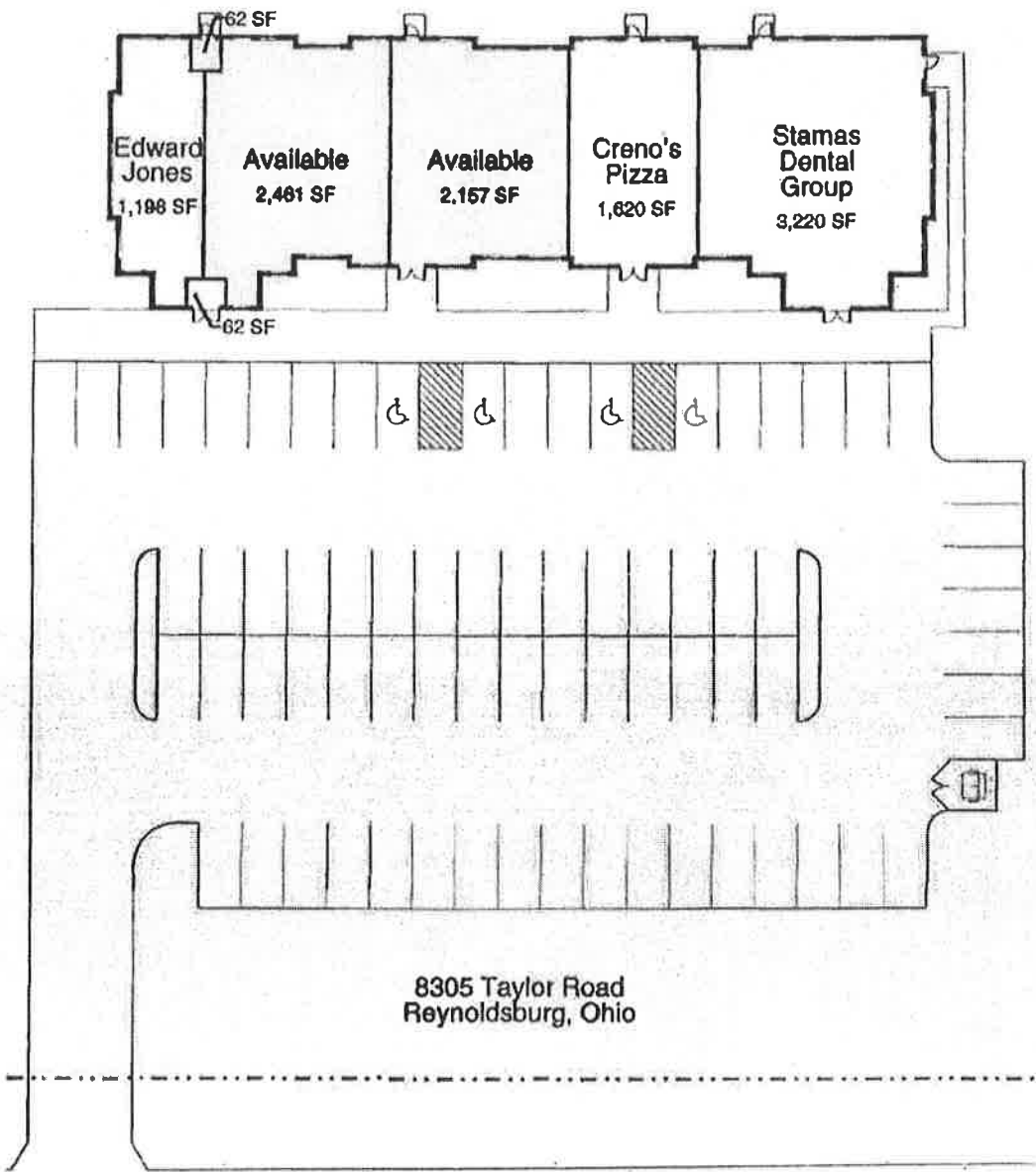
The use for the space (highlighted) will not impact the what the building (built in 2007) is designed to accommodate an adult daycare. The use impact would not be any more and likely less than what is currently permitted.

Based on Section 1145.09 Standards and Requirements for all Special Exceptions (a) (b) (c) (d) (e) (f) (g) (h), we request the approval that this use meets the requirements to permit a Special Exception.

Attachment: BZBA 091919 SEUP Adult Day Care (SEUP 8305 Taylor Road Adult Day Care)

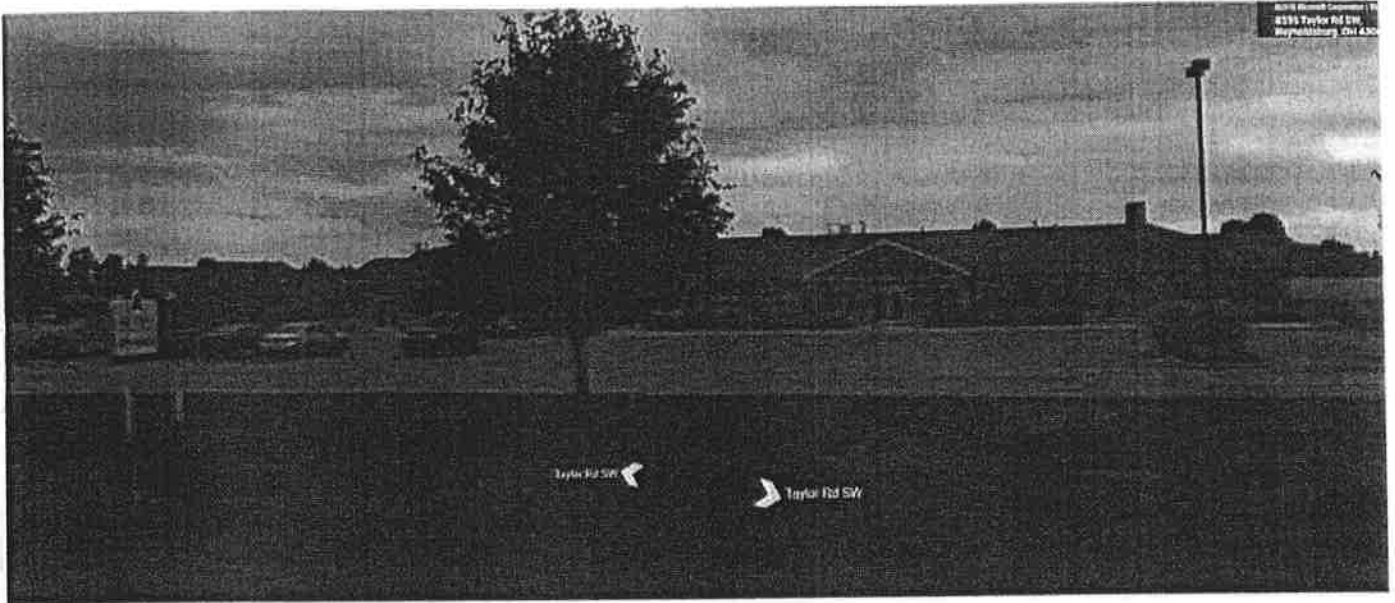


SITE PLAN



Attachment: BZBA 091919 SEUP Adult Day Care (SEUP 8305 Taylor Road Adult Day Care)

**SUBJECT PROPERTY**

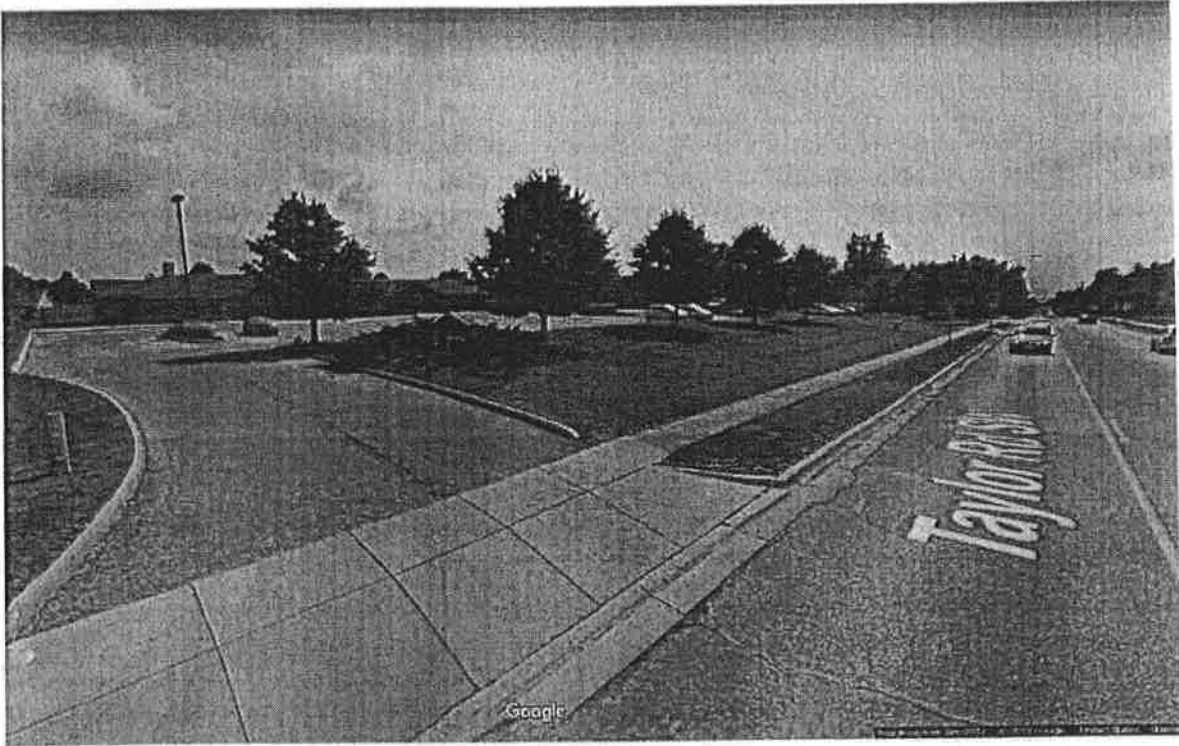


**PROPERTY AERIAL**



Attachment: BZBA 091919 SEUP Adult Day Care (SEUP 8305 Taylor Road Adult Day Care)

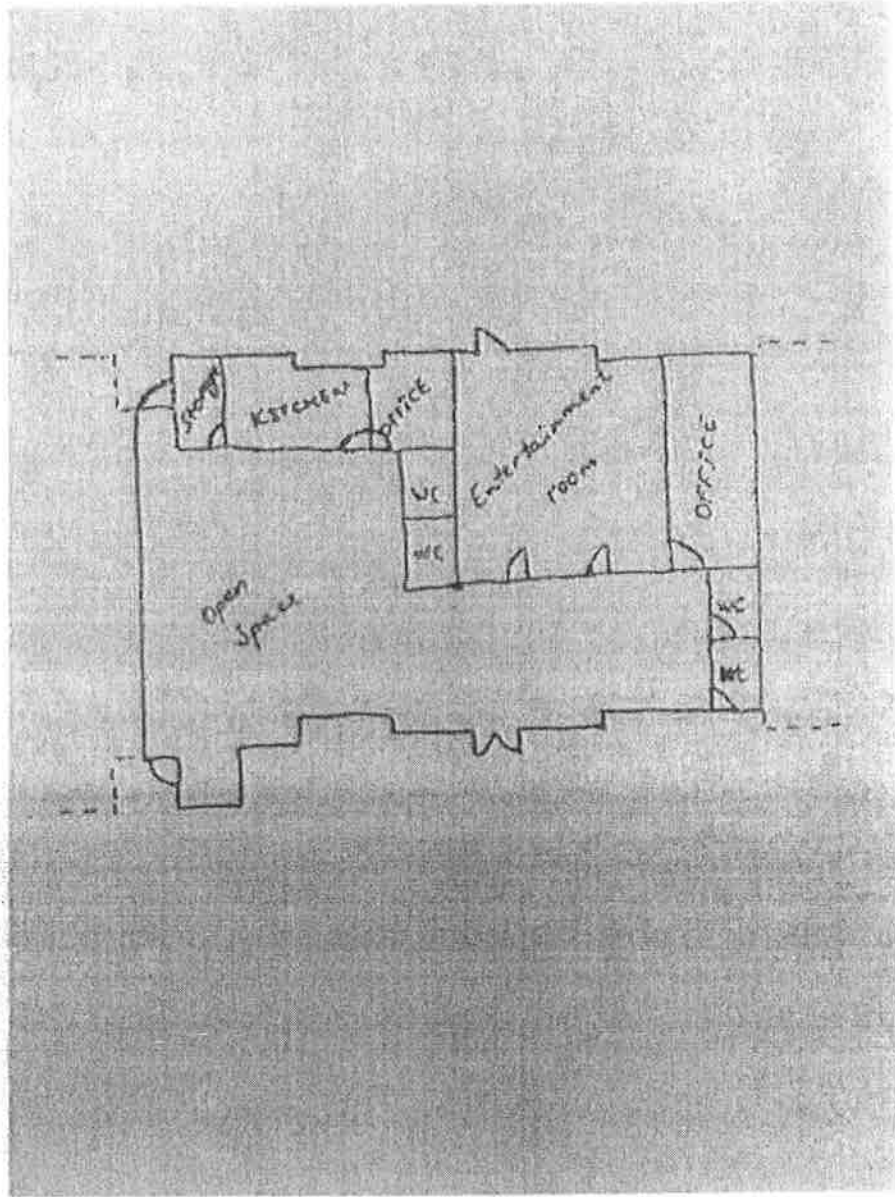
NORTH VIEW



SOUTH VIEW



Attachment: BZBA 091919 SEUP Adult Day Care (SEUP 8305 Taylor Road Adult Day Care)



# 

## MINUTES

### BOARD OF ZONING AND BUILDING APPEALS THURSDAY, SEPTEMBER 19, 2019 6:30 PM

PLACE: COUNCIL CHAMBERS  
7232 EAST MAIN STREET, REYNOLDSBURG, OH 43068

#### A. CALL TO ORDER

PRESENT: Rettke, Linder, Donovan, Darling, Furst  
ABSENT:

#### 2. APPROVAL OF MINUTES

1. Board of Zoning and Building Appeals – Regular Meeting – August 15, 2019

Minutes Stand Approved

#### 3. APPROVAL OF AGENDA

Agenda Stands Approved

#### 4. SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Donovan

#### B. PUBLIC COMMENT

None

#### C. UNFINISHED BUSINESS

None

#### D. NEW BUSINESS

1. 8305 Taylor Road; Application # 2019-5364; Applicant Laurence Bergman; Special Exception Use - Adult Day Care Facility

**Mr. Donovan** Administrator would you please read the first agenda item application 2019-5364 please?

**Ms. Wheeler** Yes. Thank you Mr. Chairman. First case this evening is for the property located at 8305 Taylor road. The property is zoned neighborhood commerce district. The applicant is requesting business the approval of a special exception use permit for the conversion of an existing tenant space to an adult day care facility. Our current zoning code does not adequately address adult daycare facilities of this nature. Hence we felt a similar used interpretation would be appropriate for this case. The zoning code requires similar uses are reviewed as a special exception in all zoning districts. Hence the case before you this evening and I do believe the applicant is here. If you have any further questions beyond what was provided in the narrative statement.

**Mr. Donovan** How many how many people do you plan on having? Is the persons that are applying for this would you please stand up? I'm going to ask a crap questions here and when you speak would you identify yourself into the microphone? How many folks are you planning on having at this daycare during the day?

**Mr. Post** The clients have maximum occupancy of about 70.

**Mr. Donovan** 70?

**Mr. Post** Yeah.

**Mr. Donovan** How many employees will you have?

**Mr. Post** 15 to 20.

**Mr. Donovan** What are your hours of operation hours of operation are morning to afternoon so to be approximately 7 a.m. to 5 p.m. Monday through Friday or Monday through Sunday.

**Mr. Post** Monday through Sunday.

**Mr. Donovan** So seven days a week it's available?

**Mr. Furst** So letter here we received says Monday to Friday 8:00 a.m. to 4:00 p.m. Closed Saturday and Sunday.

**Mr. Post** I'm the agent.

**Mr. Linder** Is there a reason why the people that are managing, are they still in Colorado? They are not available to be here tonight?

**Mr. Post** Correct.

**Mr. Linder** OK.

**Ms. Wheeler** I have questioned the narrative said the company offers transportation services. Does that mean they're being dropped off at the facility or...?

**Mr. Post** At their Colorado site they do drop off.

**Mr. Donovan** What kind of activities will you have during the day for your clients.

**Mr. Post** I would defer that to them. They're going to do onsite entertainment. So they'll have DVD movies any type of activities to keep the clients engaged.

**Mr. Furst** I don't have any additional questions but if no one else has any questions I'd like to propose a motion.

**Mr. Linder** I am guessing your motion is going to be very pleasing, somebody let that happen.

**Mr. Furst** I propose that we accept this application as written.

**Mr. Donovan** With the administration please take the roll call?

**Mr. Rettke** I'll Second.

**Ms. Wheeler** Ms. Darling. Yes Mr. Furst yes. Pastor Linder. Yes Mr. Rettke. Yes. And Mr. Donovan. Yes.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Alex Furst, Commissioner                |
| <b>SECONDER:</b> | Anthony Rettke, Commissioner            |
| <b>AYES:</b>     | Rettke, Linder, Donovan, Darling, Furst |

2. 2686 Taylor Road; Application #2019-5360; Applicant Oak View Capital Partners, LLC; Special Exception Use Permit - Indoor Storage

**Mr. Donovan** Administrator please read application 2019- 5360.

**Ms. Wheeler** Our second application this evening is for the property its 2686 Taylor road. This property is zoned CS Community Services District. The property is a former Babies R Us currently vacant and actually it's currently a Halloween store for the next couple of months. The applicant is requesting BZBA approval of a special exception use for the conversion of the retail building to an indoor climate controlled storage facility. Specifically they will convert the existing retail space approximately 75 thousand square feet as well as add a 20000 square foot addition onto the property. The project will also include ultimately a freestanding 11000 square foot retail building. But for this evening the approval is specifically for the indoor storage facility.

**Mr. Furst** So I'm familiar with what the proposal and the kind of aesthetic sensibility, but one of the questions I had that wasn't clear to me is. Our code permits a certain number of exterior roll up garage type doors. Will be adding any of those to this or just going to use kind of the existing doorways?

**Mr. Tidwell** No. So this particular facility we will only have a loading and unloading area on the. That's where the current loading unloading area. This building is it's on the. No my directions on this building so that north and northeast portion the northeast portion the building will be a loading and unloading area. There won't be any additional functioning roll up doors added to the building.

**Mr. Donovan** How many units you plan on having in this?

**Mr. Tidwell** So what we'll do this plan with this building is to expand the existing footprint of the building and then we will add a mezzanine within the building which will basically make it a two story structure within the current building and probably have roughly about seven hundred and fifty self-storage units in there that will range from sizes of five by five to 10 by 30.

**Mr. Donovan** Now are you are you advertising these are the control environment storage?

**Mr. Tidwell** Yes sir. One 100 percent climate control. Now do you have backup power and all the rest of that stuff?

**Mr. Tidwell** We know usually not a backup power, but what we find is that no one's storing any perishable items in here. It's basically a hallway system. So when you're walking down the hallway it looks and appears to be a normal metal self-storage unit, but the top of each unit is a wire mesh a heavy mesh and that way it allows the existing air conditioning and lighting and everything to be used to cover all the units. So it's exposed in the top of the unit. So it's not totally enclosed. Therefore we usually keep them about 80 degrees in the summer. And you know low to mid 60s in the winter so it's kind of just comfortable. You don't want anyone living in there so we don't be that comfortable we want to be comfortable layer in there.

**Mr. Rettke** Is the retail portion going to be included in this first off?

**Mr. Tidwell** No sir. We're mainly self-storage developers and so when we do have excess land like we have in this case then we will usually Market the property and then if a build a suit opportunity comes along we obviously we'll do that kind of deal. Other than that it'll be maybe other people that are looking to do retail development on the site or off, office or whatever the best use that comes along. But you know we will probably not jump out there and do any spec retail unless we have a couple of tenants. If we had a 5000 square foot user then we'd probably go ahead and build a 10000 square foot building. But we'll just wait and see what the best use that comes along is.

**Mr. Linder** So a separate company Public Storage or Q smart will operate it?

**Mr. Tidwell** Yes. So we used Public and Cube or two of the last, public is the largest in the nation Cube Smart is probably the second or third largest in the nation and so we use those guys to third party manage and brand and market the property.

**Mr. Linder** You already have agreement for this one?

**Mr. Tidwell** It's too soon they've already done all the projections for us on this one

but that's never an issue. They fight over being able to manage these for us.

**Mr. Linder** And then maybe this is not a question that you would answer they would answer. But with two to three employees. Is it staffed at all times when it is open or is there's times when it's just access by the people?

**Mr. Tidwell** Yes. So from usually from 9:00 to 6:00 every day and I think maybe like 1 to 5 on Sundays the office is open it's managed and any other times after that it's access control. So if you're a tenant there and you need to get in your unit at 7 o'clock at night to get a box out, every tenant has a separate code and so that way we know who entered the building and they have access control. And usually access is used at 6:00 a.m. to 10:00 p.m. at night because you don't really want people. There's nothing really good going on in there after 10:00 at night. So we limit access.

**Mr. Linder** Thank you.

**Mr. Rettke** Then you're going to utilize as much as the Babies R Us and you can add to it?

**Mr. Tidwell** Yes sir. So normally your usage percentage on self-storage is about, depending on if it's urban or suburban location, is about 70 to 75 percent utilization because of the hallways and common areas. So the Babies R Us is about thirty seven thousand square feet. So if we expand the footprint to make it a box of about fifty thousand square feet and then put the mezzanine in you're looking at about one hundred thousand square feet gross which will give you the net rentable square feet of about seventy two thousand net rentable is what we try to focus on in a suburban market. Your average size unit is one hundred square feet a 10 by 10 is the most common unit.

**Mr. Rettke** So where that retail is going to go is just going to be grass for now are you going to pave it.

**Mr. Tidwell** It's a currently it's currently a paved parking lot for the Babies R Us.

**Mr. Bowsher** That's it right there on the screen. So basically right now the west entrance is the main entrance and they'll be moving that to the northwest corner of the building and they'll be expanding from that front going west that additional square footage. The dock door already exists where it will stand. They're going west or right on your screen. The entrance will stay the same where you see the existing parking lot in front of you that will remain existing parking lot in the front, the back parking lot remain the same for now. Then the retail will be sort of right after that first roll of cars lined up. So that's the existing site. So the new pave parking lot. That's the Best Buy parking lot the unpaved portion is the Babies R Us. That is the site they have purchased. Its two parcels that are there.

**Mr. Tidwell** Think roughly it takes the building to probably about where those

parking islands are now.

**Ms. Darling** The ones in the middle?

**Mr. Tidwell** No. Roughly. Yeah those first ones you see there to the right of the building.

**Mr. Bowsher** This is a parking is not a premium for self-storage.

**Mr. Donovan** No big demand I'm sure.

**Mr. Tidwell** Yeah if we ever had more than five cars there's something crazy that's going on.

**Mr. Rettke** What is the expected completion?

**Mr. Tidwell** Well so we're based in Dallas and then we have projects in Kansas City. So I haven't encountered an Ohio Winter yet. I assume it's a little worse than the Kansas City winters. So fortunately most of this work for the existing building is inside but. If we closed sometime in November, then we'd come back and submit our plans and everything and probably get started in first quarter. So this will probably take about six months so hopefully start in the first quarter we can work throughout the spring and summer and probably open up maybe towards the end of next summer.

**Mr. Bowsher** And to piggyback on that earlier this month Planning Commission approved the design and minor site plan. This would be the second approval. It would then go on the city council for final approval. Once that is complete they'll submit for civil engineering for the exterior modification. That will go through a process or city engineer will eventually get to that approval stage and because of the winter they'll probably break ground or they'll have the access to break ground and March which is what the time frame he would be looking for.

**Mr. Donovan** I make a motion that we approve application 2019- 5360.

**Mr. Furst** I second.

**Ms. Wheeler** Ms. Darling. Yes. Mr. Furst. Yes. Pastor Linder. Yes Mr. Rettke. Yes. Mr. Donovan. Yes.

**Mr. Donovan** Having no other business. I call this meeting into adjournment at 6:47.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Richard Donovan, Chairman               |
| <b>SECONDER:</b> | Alex Furst, Commissioner                |
| <b>AYES:</b>     | Rettke, Linder, Donovan, Darling, Furst |

E. OTHER BUSINESS

None

F. ADJOURNMENT

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Planning and Zoning Administrator

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

---

**DATE:           October 14, 2019****TO:****RE:               SEUP Special Use Permit for a Climate Controlled Storage Facility**

---

Approval:

|              |          |               |
|--------------|----------|---------------|
| Brad McCloud | Jed Hood | Stephen Cicak |
|--------------|----------|---------------|

BZBA has recommended the approval of a special use permit for a climate controlled storage facility proposed for 2686 Taylor Road (the old Babies 'R Us building). The business would convert the 74,830 square feet of floor space to a storage facility, with an additional 20,000 square foot addition and a new freestanding 11,000 square foot retail space. Following the signature of the Mayor, there will be a thirty day waiting period.

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

SECTION 1. That a Special Exception Use Permit for the proposed use as a climate controlled storage facility located at 2686 Taylor Road, Reynoldsburg (applicant Laurence Oak View Capital Partners #2019-5360) be and is hereby approved by the Reynoldsburg City Council.

SECTION 2. That Council accept the recommendation of the Board of Zoning and Building Appeal to approve Application #2019-5360.

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



CITY OF REYNOLDSBURG  
Department of Development  
Planning & Zoning Division  
2232 East Main Street  
Reynoldsburg, Ohio

App./Case#: 2019-536  
Date Submitted: 9/12/2019  
Fee Amount: \$350.00

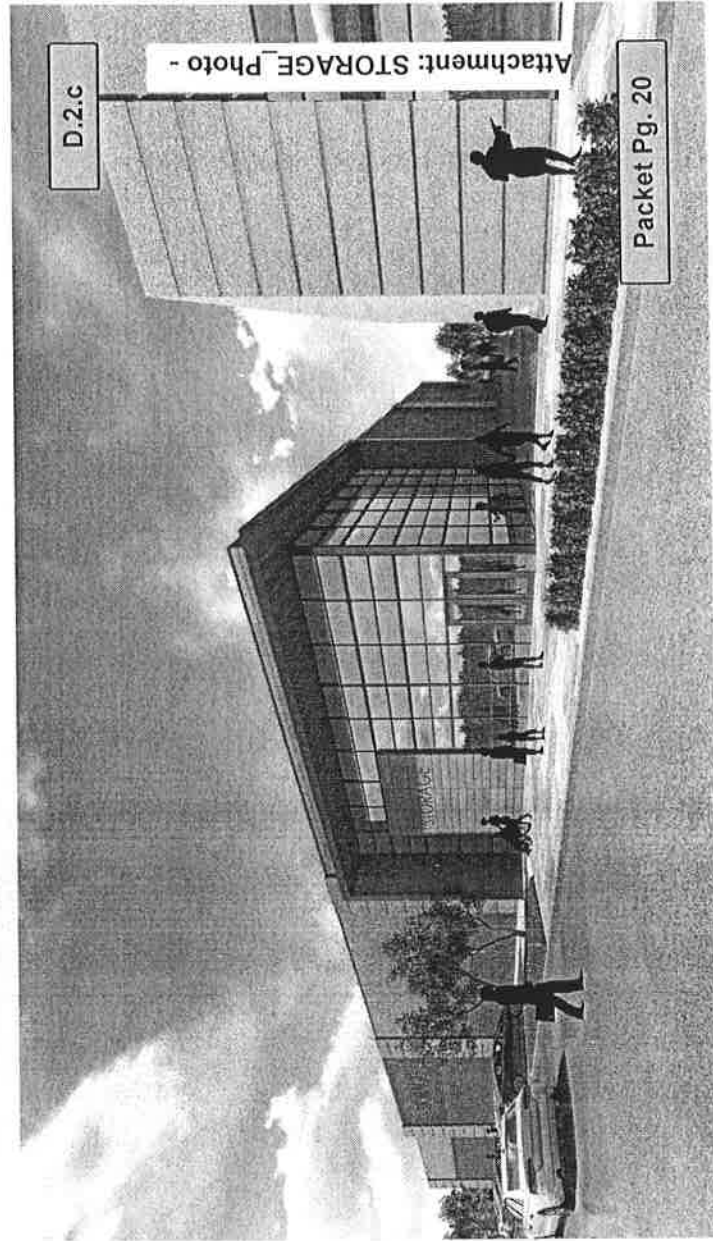
Section 1139  
BOARD OF ZONING & BUILDING APPEALS  
APPLICATION

☐ Paid

|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. PROPERTY INFORMATION</b>                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Property Address:<br>2686 Taylor Rd                                                                                                                                                            | Parcel ID#(s):<br>0450379360 and 0440379514                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>II. PROPERTY OWNER OF RECORD</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Property Owner Name(s):<br>Taylor Square JWHRA, LLC                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Contact Email:<br>SANDREWS FEDERER @ Casto/INFD.com                                                                                                                                            | Contact Phone Number:<br>614-537-1076                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)</b>                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Business Name:                                                                                                                                                                                 | Contact Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Contact Phone Number:                                                                                                                                                                          | Contact Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Description of Use:                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>IV. APPLICANT INFORMATION</b>                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Applicant Name:<br>Oak View Capital PARTNERS                                                                                                                                                   | Applicant Address:<br>6651 Longhorn Dr. Irving, TX 75015                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Applicant Phone Number:<br>214-460-8442                                                                                                                                                        | Applicant Email:<br>brad@oakviewcp.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <input checked="" type="checkbox"/> Property Owner<br><input type="checkbox"/> Business Owner/Tenant<br><input type="checkbox"/> Contractor<br><input type="checkbox"/> Architect/Engineer     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>PROJECT INFORMATION</b>                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| CHECK AND DESCRIBE IF APPLICABLE:                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Variance <input checked="" type="checkbox"/> Non-Residential (\$450) / <input type="checkbox"/> Residential (\$100):                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> Special Exception Use Permit (\$350): Zoning to Allow climate storage<br><input type="checkbox"/> Other:                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Applicant Signature:<br>                                                                                                                                                                       | Date: 8-27-19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| *By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.*                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Additional Notes:                                                                                                                                                                              | <b>**OFFICE USE ONLY**</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                | <b>Zoning Information</b><br>Zoning District: CS<br><input type="checkbox"/> Historic District<br><input type="checkbox"/> CC Overlay<br>Add'l Approvals Req'd<br><input checked="" type="checkbox"/> Planning Commission<br><input type="checkbox"/> Other:                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                | <b>BZBA Meeting</b><br>Date: 9/19/2019<br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Denied<br><b>City Council Meeting</b><br>Date: _____<br><input type="checkbox"/> No Action Taken<br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Denied<br>P&Z Admin: _____ Date: _____<br>Clerk of Council: _____ Date: _____ |

Attachment: BZBA 091919 SEUP Climate Controlled Storage (SEUP 2686 Taylor Road Climate Controlled Storage)





D.2.c

Attachment: STORAGE\_Photo -

Packet Pg. 20

# *R* CITY OF REYNOLDSBURG *Mayor Brad McCloud*

September 12, 2019

Board of Zoning and Building Appeals  
City of Reynoldsburg  
7232 E. Main Street  
Reynoldsburg, OH 43068

RE: 2686 Taylor Road – Special Exception Use Permit #2019-5360: Indoor Storage Facility  
Staff Report

Board of Zoning and Building Appeals:

Below is the staff review of the above referenced application.

## **1. Project Summary**

- a. The property is located at 2686 Taylor Road and is zoned CS Community Services District. The property is a former Babies “R” Us and is currently vacant.
- b. The applicant is requesting Board of Zoning and Building Appeals approval of a Special Exception Use Permit for the conversion of an existing retail building to an indoor, climate-controlled storage facility. Specifically, the proposed project will convert 74,830 sf of floor space to a storage facility, with a 20,000 sf addition. The project will also include a new freestanding 11,000 sf retail building.

## **2. Zoning Review**

- a. The zoning code requires that ‘indoor storage facilities’ be reviewed as a Special Exception within the CS District.
- b. The code requires 1 parking space for every 75 storage units for indoor storage facilities. Therefore, 10 spaces would be required for the proposed storage component of the project. Additionally, 55 spaces would be required for the proposed 11,000 sf retail component of the project. The applicant has met this requirement.

## **3. Staff Recommendation**

- a. The Board shall consider whether the proposed SEUP is consistent with the standards contained in Sections 1145.09 and 1145.17 of the zoning code. The proposed use will not adversely affect the use of adjacent property or impose a substantial change in traffic flow.
- b. Based on the above review of the application, staff recommends APPROVAL of the application.

If you have any questions or comments, please feel free to contact us.

[Print](#)

## Reynoldsburg Code of Ordinances

**1145.09 STANDARDS AND REQUIREMENTS FOR ALL SPECIAL EXCEPTIONS.**

In review of a special exception application, the Board shall consider whether the application is complete and whether it provides adequate evidence that the proposed special exception is consistent with the following standards:

- (a) The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;
- (b) The proposed use shall not adversely affect the use of adjacent property;
- (c) The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
- (d) The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
- (e) The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;
- (f) The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
- (g) The proposed use complies with the applicable specific provisions and standards of this Code;
- (h) The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.

(Ord. 114-99. Passed 9-13-99.)

**1145.17 SUPPLEMENTARY REQUIREMENTS FOR INDOOR STORAGE FACILITIES.**

The following regulations, in addition to those stated at Section 1145.09, shall apply to special exception permits for indoor storage facility:

- (a) A minimum of twenty percent (20%) of the floor area of any structure proposed to be used as an indoor storage facility shall be used for other uses permitted within the respective zoning district, unless otherwise specifically approved by the Board on the approved site plan.
- (b) All storage shall take place within an enclosed individual storage unit that is rented or leased on an individual basis. Storage shall be prohibited outside of the structure or within designated aisle areas with exception of vehicle and recreational vehicle storage areas clearly shown on the plan.
- (c) A rental or leasing office shall be required to be located on-site.
- (d) No more than one (1) external garage-door entrance shall be provided for each twenty (20) storage units within the structure.

(e) A landscaped yard of at least twenty-five feet (25FT) in width shall be provided along any lot line of the subject site which abuts a residentially zoned property. A reduction of this buffer may be approved by the Board if alternate means of screening are provided and specifically approved on the site plan.

(f) Caretaker/residential units are prohibited.

(g) One (1) parking space shall be located on the site for each seventy-five (75) storage units, in addition to other required parking for all other uses on the site (see Section 1179.03).

(Ord. 78-16. Passed 9-12-16.)

# 

## MINUTES

### BOARD OF ZONING AND BUILDING APPEALS THURSDAY, SEPTEMBER 19, 2019 6:30 PM

PLACE: COUNCIL CHAMBERS  
7232 EAST MAIN STREET, REYNOLDSBURG, OH 43068

#### A. CALL TO ORDER

PRESENT: Rettke, Linder, Donovan, Darling, Furst  
ABSENT:

#### 2. APPROVAL OF MINUTES

1. Board of Zoning and Building Appeals – Regular Meeting – August 15, 2019

Minutes Stand Approved

#### 3. APPROVAL OF AGENDA

Agenda Stands Approved

#### 4. SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Donovan

#### B. PUBLIC COMMENT

None

#### C. UNFINISHED BUSINESS

None

#### D. NEW BUSINESS

- 8305 Taylor Road; Application # 2019-5364; Applicant Laurence Bergman; Special Exception Use - Adult Day Care Facility

**Mr. Donovan** Administrator would you please read the first agenda item application 2019-5364 please?

**Ms. Wheeler** Yes. Thank you Mr. Chairman. First case this evening is for the property located at 8305 Taylor road. The property is zoned neighborhood commerce district. The applicant is requesting business the approval of a special exception use permit for the conversion of an existing tenant space to an adult day care facility. Our current zoning code does not adequately address adult daycare facilities of this nature. Hence we felt a similar used interpretation would be appropriate for this case. The zoning code requires similar uses are reviewed as a special exception in all zoning districts. Hence the case before you this evening and I do believe the applicant is here. If you have any further questions beyond what was provided in the narrative statement.

**Mr. Donovan** How many how many people do you plan on having? Is the persons that are applying for this would you please stand up? I'm going to ask a crap questions here and when you speak would you identify yourself into the microphone? How many folks are you planning on having at this daycare during the day?

**Mr. Post** The clients have maximum occupancy of about 70.

**Mr. Donovan** 70?

**Mr. Post** Yeah.

**Mr. Donovan** How many employees will you have?

**Mr. Post** 15 to 20.

**Mr. Donovan** What are your hours of operation hours of operation are morning to afternoon so to be approximately 7 a.m. to 5 p.m. Monday through Friday or Monday through Sunday.

**Mr. Post** Monday through Sunday.

**Mr. Donovan** So seven days a week it's available?

**Mr. Furst** So letter here we received says Monday to Friday 8:00 a.m. to 4:00 p.m. Closed Saturday and Sunday.

**Mr. Post** I'm the agent.

**Mr. Linder** Is there a reason why the people that are managing, are they still in Colorado? They are not available to be here tonight?

**Mr. Post** Correct.

**Mr. Linder** OK.

**Ms. Wheeler** I have questioned the narrative said the company offers transportation services. Does that mean they're being dropped off at the facility or...?

**Mr. Post** At their Colorado site they do drop off.

**Mr. Donovan** What kind of activities will you have during the day for your clients.

**Mr. Post** I would defer that to them. They're going to do onsite entertainment. So they'll have DVD movies any type of activities to keep the clients engaged.

**Mr. Furst** I don't have any additional questions but if no one else has any questions I'd like to propose a motion.

**Mr. Linder** I am guessing your motion is going to be very pleasing, somebody let that happen.

**Mr. Furst** I propose that we accept this application as written.

**Mr. Donovan** With the administration please take the roll call?

**Mr. Rettke** I'll Second.

**Ms. Wheeler** Ms. Darling. Yes Mr. Furst yes. Pastor Linder. Yes Mr. Rettke. Yes. And Mr. Donovan. Yes.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Alex Furst, Commissioner                |
| <b>SECONDER:</b> | Anthony Rettke, Commissioner            |
| <b>AYES:</b>     | Rettke, Linder, Donovan, Darling, Furst |

2. 2686 Taylor Road; Application #2019-5360; Applicant Oak View Capital Partners, LLC; Special Exception Use Permit - Indoor Storage

**Mr. Donovan** Administrator please read application 2019- 5360.

**Ms. Wheeler** Our second application this evening is for the property its 2686 Taylor road. This property is zoned CS Community Services District. The property is a former Babies R Us currently vacant and actually it's currently a Halloween store for the next couple of months. The applicant is requesting BZBA approval of a special exception use for the conversion of the retail building to an indoor climate controlled storage facility. Specifically they will convert the existing retail space approximately 75 thousand square feet as well as add a 20000 square foot addition onto the property. The project will also include ultimately a freestanding 11000 square foot retail building. But for this evening the approval is specifically for the indoor storage facility.

**Mr. Furst** So I'm familiar with what the proposal and the kind of aesthetic sensibility, but one of the questions I had that wasn't clear to me is. Our code permits a certain number of exterior roll up garage type doors. Will be adding any of those to this or just going to use kind of the existing doorways?

**Mr. Tidwell** No. So this particular facility we will only have a loading and unloading area on the. That's where the current loading unloading area. This building is it's on the. No my directions on this building so that north and northeast portion the northeast portion the building will be a loading and unloading area. There won't be any additional functioning roll up doors added to the building.

**Mr. Donovan** How many units you plan on having in this?

**Mr. Tidwell** So what we'll do this plan with this building is to expand the existing footprint of the building and then we will add a mezzanine within the building which will basically make it a two story structure within the current building and probably have roughly about seven hundred and fifty self-storage units in there that will range from sizes of five by five to 10 by 30.

**Mr. Donovan** Now are you are you advertising these are the control environment storage?

**Mr. Tidwell** Yes sir. One 100 percent climate control. Now do you have backup power and all the rest of that stuff?

**Mr. Tidwell** We know usually not a backup power, but what we find is that no one's storing any perishable items in here. It's basically a hallway system. So when you're walking down the hallway it looks and appears to be a normal metal self-storage unit, but the top of each unit is a wire mesh a heavy mesh and that way it allows the existing air conditioning and lighting and everything to be used to cover all the units. So it's exposed in the top of the unit. So it's not totally enclosed. Therefore we usually keep them about 80 degrees in the summer. And you know low to mid 60s in the winter so it's kind of just comfortable. You don't want anyone living in there so we don't be that comfortable we want to be comfortable layer in there.

**Mr. Rettke** Is the retail portion going to be included in this first off?

**Mr. Tidwell** No sir. We're mainly self-storage developers and so when we do have excess land like we have in this case then we will usually Market the property and then if a build a suit opportunity comes along we obviously we'll do that kind of deal. Other than that it'll be maybe other people that are looking to do retail development on the site or off, office or whatever the best use that comes along. But you know we will probably not jump out there and do any spec retail unless we have a couple of tenants. If we had a 5000 square foot user then we'd probably go ahead and build a 10000 square foot building. But we'll just wait and see what the best use that comes along is.

**Mr. Linder** So a separate company Public Storage or Q smart will operate it?

**Mr. Tidwell** Yes. So we used Public and Cube or two of the last, public is the largest in the nation Cube Smart is probably the second or third largest in the nation and so we use those guys to third party manage and brand and market the property.

**Mr. Linder** You already have agreement for this one?

**Mr. Tidwell** It's too soon they've already done all the projections for us on this one

but that's never an issue. They fight over being able to manage these for us.

**Mr. Linder** And then maybe this is not a question that you would answer they would answer. But with two to three employees. Is it staffed at all times when it is open or is there's times when it's just access by the people?

**Mr. Tidwell** Yes. So from usually from 9:00 to 6:00 every day and I think maybe like 1 to 5 on Sundays the office is open it's managed and any other times after that it's access control. So if you're a tenant there and you need to get in your unit at 7 o'clock at night to get a box out, every tenant has a separate code and so that way we know who entered the building and they have access control. And usually access is used at 6:00 a.m. to 10:00 p.m. at night because you don't really want people. There's nothing really good going on in there after 10:00 at night. So we limit access.

**Mr. Linder** Thank you.

**Mr. Rettke** Then you're going to utilize as much as the Babies R Us and you can add to it?

**Mr. Tidwell** Yes sir. So normally your usage percentage on self-storage is about, depending on if it's urban or suburban location, is about 70 to 75 percent utilization because of the hallways and common areas. So the Babies R Us is about thirty seven thousand square feet. So if we expand the footprint to make it a box of about fifty thousand square feet and then put the mezzanine in you're looking at about one hundred thousand square feet gross which will give you the net rentable square feet of about seventy two thousand net rentable is what we try to focus on in a suburban market. Your average size unit is one hundred square feet a 10 by 10 is the most common unit.

**Mr. Rettke** So where that retail is going to go is just going to be grass for now are you going to pave it.

**Mr. Tidwell** It's a currently it's currently a paved parking lot for the Babies R Us.

**Mr. Bowsher** That's it right there on the screen. So basically right now the west entrance is the main entrance and they'll be moving that to the northwest corner of the building and they'll be expanding from that front going west that additional square footage. The dock door already exists where it will stand. They're going west or right on your screen. The entrance will stay the same where you see the existing parking lot in front of you that will remain existing parking lot in the front, the back parking lot remain the same for now. Then the retail will be sort of right after that first roll of cars lined up. So that's the existing site. So the new pave parking lot. That's the Best Buy parking lot the unpaved portion is the Babies R Us. That is the site they have purchased. Its two parcels that are there.

**Mr. Tidwell** Think roughly it takes the building to probably about where those

parking islands are now.

**Ms. Darling** The ones in the middle?

**Mr. Tidwell** No. Roughly. Yeah those first ones you see there to the right of the building.

**Mr. Bowsher** This is a parking is not a premium for self-storage.

**Mr. Donovan** No big demand I'm sure.

**Mr. Tidwell** Yeah if we ever had more than five cars there's something crazy that's going on.

**Mr. Rettke** What is the expected completion?

**Mr. Tidwell** Well so we're based in Dallas and then we have projects in Kansas City. So I haven't encountered an Ohio Winter yet. I assume it's a little worse than the Kansas City winters. So fortunately most of this work for the existing building is inside but. If we closed sometime in November, then we'd come back and submit our plans and everything and probably get started in first quarter. So this will probably take about six months so hopefully start in the first quarter we can work throughout the spring and summer and probably open up maybe towards the end of next summer.

**Mr. Bowsher** And to piggyback on that earlier this month Planning Commission approved the design and minor site plan. This would be the second approval. It would then go on the city council for final approval. Once that is complete they'll submit for civil engineering for the exterior modification. That will go through a process or city engineer will eventually get to that approval stage and because of the winter they'll probably break ground or they'll have the access to break ground and March which is what the time frame he would be looking for.

**Mr. Donovan** I make a motion that we approve application 2019- 5360.

**Mr. Furst** I second.

**Ms. Wheeler** Ms. Darling. Yes. Mr. Furst. Yes. Pastor Linder. Yes Mr. Rettke. Yes. Mr. Donovan. Yes.

**Mr. Donovan** Having no other business. I call this meeting into adjournment at 6:47.

|                  |                                         |
|------------------|-----------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>             |
| <b>MOVER:</b>    | Richard Donovan, Chairman               |
| <b>SECONDER:</b> | Alex Furst, Commissioner                |
| <b>AYES:</b>     | Rettke, Linder, Donovan, Darling, Furst |

**E. OTHER BUSINESS**

None

**F. ADJOURNMENT**

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Chairman

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Planning and Zoning Administrator

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

### **ORDINANCE REQUEST**

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**DATE:**           **October 14, 2019**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Awarding Contract to Builderscape, Inc. for Phase 2 of Lancaster Avenue & East Main Street Green Space/Parking Improvement Project**

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Approval:

|                         |                     |                            |
|-------------------------|---------------------|----------------------------|
| Pending<br>Brad McCloud | Pending<br>Jed Hood | Completed<br>Stephen Cicak |
|-------------------------|---------------------|----------------------------|

This legislation will authorize the Mayor to enter into contract with Builderscape, Inc. (7500 Industrial Pkwy, Plain City, OH 43064) for construction of the Lancaster Avenue and Main Street Parking Lot Improvement Project - Phase 2 and makes the following appropriations:

\$520,713 (including \$25,000 for contingency) with \$116,000 being unappropriated CIP Fund: (410) to 410.000.0162.5602 Land Improvements

Please see the attached memo for additional information.

This Ordinance is regulated by Chapter 175.01 (c) (2) Purchasing and Contracting procedures that states "The Mayor shall receive and publicly announce sealed bids in the manner required by the specifications. The Mayor shall recommend to the Council, at its next regular Council meeting or a special Council meeting called for the purpose, the bid or bids the Mayor believes to be the lowest and best bid. At such meeting or its next regular meeting, the Council shall determine which bid or bids are the lowest and best and shall by ordinance direct the Mayor to enter into written contract with the bidder who is determined to be the lowest and best. Any ordinance directing the mayor to enter into written contract shall appropriate funds for the

## **Development Department**

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

purpose of the contract unless funds have been previously appropriated and remain unencumbered."

WHEREAS; Council has been working to update and revitalize East Main Street and the Old Town portion of Reynoldsburg as part of an ongoing improvement project; and

WHEREAS; the added parking lot on the corner of Lancaster Avenue and East Main Street is complete as Phase 1 of the project; and

WHEREAS; bids were advertised and received to complete the green space portion of the project with the engineer recommending Builderscape, Inc. as the lowest and most responsive bidder for the project at \$520,713; and

WHEREAS; this Ordinance appropriates the remaining funding needed for that project in the amount of \$116,000 (\$66,000 for the project with a \$50,000 [10%] contingency. Ordinance No. 81-19 appropriated \$404,713 for this project.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Builderscape, Inc. for the completion of Phase 2 of the Lancaster Avenue and East Main Street green space portion of the improvement.

SECTION 2. That \$116,000.00 be unappropriated from the Capital Improvement Fund (410) and be appropriated to Land Improvements account 410.000.0162.5602.

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



# ON-SITE PARKING OPTION:

- A Plant Bed
- B Asphalt Drive
- C Buffwash Concrete
- D Decorative Gravel
- E Permeable Pavers
- F Overlook
- G Brick Walk
- H Entry Signage
- I Overlook Structures with Seating
- J Informational Signage
- K Planter Pots
- L Natural Streambank Area
- M Natural Boulders
- N Creek Path
- O Bio-Swales

TOTAL:  
39 PARKING SPOTS



## SITE PLAN

# LANCASTER + MAIN | REYNOLDSBURG, OHIO

PROPOSED DOWNTOWN PUBLIC PARKING LOT

07/26/2018





ARCHITECTS. ENGINEERS. PLANNERS.

October 7, 2019

Andrew Bowsher, Development Director  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

RE: Bid Recommendation for Lancaster and Main Parking Lot – Phase 2 REBID

Dear Andrew:

We recommend that the City of Reynoldsburg accept the bid received from Builderscape, Inc. on October 1, 2019 for the Lancaster and Main Parking Lot – Phase 2 project. We have reviewed the bid and feel the Bidder's bid submission to be in accordance with all contract documents; the Bidder can meet all procedural and performance requirements of the Project both at the field and office; and the Bidder has a clear understanding of project responsibilities, requirements and performance expectations. Past projects completed by Builderscape, Inc. have been done in a timely and professional manner. Accompanying this letter is a Post Bid Review Form that outlines the Contractor's understanding of the project. Please let me know if you have any questions.

Sincerely,  
OHM Advisors

A handwritten signature in black ink that reads "Justin Meranda". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Justin Meranda, ASLA, PLA  
Project Manager

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

### **ORDINANCE REQUEST**

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**DATE:**           **October 14, 2019**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Agreement for East Main Street Kroger Traffic Signal Installation**

---

Approval:

|                         |                     |                            |
|-------------------------|---------------------|----------------------------|
| Pending<br>Brad McCloud | Pending<br>Jed Hood | Completed<br>Stephen Cicak |
|-------------------------|---------------------|----------------------------|

This legislation will authorize the Mayor to enter into contract with Jess Howard Electric for construction of the E. Main Street and Kroger Traffic Light Project makes the following appropriations:

\$223,000 Project Account: 410.000.0169.5659 Kroger Traffic Light Improvements

Please see the attached memo for additional information.

This Ordinance is regulated by Chapter 175.01 (c) (2) Purchasing and Contracting procedures that states "The Mayor shall receive and publicly announce sealed bids in the manner required by the specifications. The Mayor shall recommend to the Council, at its next regular Council meeting or a special Council meeting called for the purpose, the bid or bids the Mayor believes to be the lowest and best bid. At such meeting or its next regular meeting, the Council shall determine which bid or bids are the lowest and best and shall by ordinance direct the Mayor to enter into written contract with the bidder who is determined to be the lowest and best. Any ordinance directing the mayor to enter into written contract shall appropriate funds for the purpose of the contract unless funds have been previously appropriated and remain unencumbered."

WHEREAS; Council previously approved and accepted funding from a Franklin County

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

Economic Development loan for improvements to East Main Street for the addition of a traffic signal on East Main Street for the new Kroger store; and

WHEREAS; the funding for this project was already appropriated previously by Council; and

WHEREAS, the City of Reynoldsburg has received proposals from companies interested completing the traffic signal installation; and

WHEREAS, the bids were reviewed and it has been determined that the lowest and most responsible bidder for the project is Jess Howard Electric; and

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Jess Howard Electric for the installation of the traffic signal at East Main Street and the new Kroger store location.

SECTION 2. That this Ordinance shall take effect immediately upon its passage and the Mayor's signature.



October 2, 2019

Mr. Brad McCloud  
Mayor  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

**Re: Main Street and Kroger Drive #1 Intersection**

Dear Mr. McCloud,

We have completed our analysis of the bids received on September 27, 2019 for the Main Street and Kroger Drive #1 Intersection. Based on our review of the public bid results, we recommend that the contract be awarded to Jess Howard Electric Company for the amount of \$223,585.09 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

Please review the enclosed information. Once City Council authorizes this project for construction, we will prepare conformed copies of the contract documents and forward them to the selected Contractor for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, reading 'Ryan M. Andrews'.

Ryan M. Andrews, PE

Copy: Keith Kundtz, Street Superintendent

Attachments:

Bid Tabulation  
Notice of Award of Contract

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Light Construction)

**CITY OF REYNOLDSBURG, OHIO**  
**Main Street and Kroger Drive #1 Intersection Improvements**  
EMH&T JN: 2019-0927  
Bids Received: September 27, 2019

| Ref. No.        | Item No. | Description                                                                       | Quantity | Units | Engineer's Estimate |             | Jess Howard Electric Co.<br>6630 Taylor Rd.<br>Blacklick, OH 43004 |                          | M.P. Dory Co.<br>2001 Integrity Dr. S.<br>Columbus, OH 43209 |             |
|-----------------|----------|-----------------------------------------------------------------------------------|----------|-------|---------------------|-------------|--------------------------------------------------------------------|--------------------------|--------------------------------------------------------------|-------------|
|                 |          |                                                                                   |          |       | Price               | Extension   | Price                                                              | Extension                | Price                                                        | Extension   |
| Roadway         |          |                                                                                   |          |       |                     |             |                                                                    |                          |                                                              |             |
| 1               | 201      | Clearing and Grubbing                                                             | 1        | L.S.  | \$1,500.00          | \$1,500.00  | \$1,581.01                                                         | \$1,581.01               | \$2,000.00                                                   | \$2,000.00  |
| 2               | 608      | Curb Ramp, As Per Plan                                                            | 233      | S.F.  | \$25.00             | \$5,825.00  | \$27.09                                                            | \$6,311.97 <sup>B</sup>  | \$28.00                                                      | \$6,524.00  |
| 3               | 609      | Combination Curb and Gutter, Type 4, As Per Plan                                  | 32       | FT    | \$32.00             | \$1,024.00  | \$77.37                                                            | \$2,475.84 <sup>B</sup>  | \$80.00                                                      | \$2,560.00  |
| Traffic Control |          |                                                                                   |          |       |                     |             |                                                                    |                          |                                                              |             |
| 4               | 630      | Sign, Flat Sheet                                                                  | 5.25     | SF    | \$30.00             | \$157.50    | \$187.59                                                           | \$984.85 <sup>B</sup>    | \$25.00                                                      | \$131.25    |
| 5               | 644*     | Center Line, 8"                                                                   | 0.06     | MILE  | \$2,500.00          | \$150.00    | \$9,643.13                                                         | \$578.59                 | \$8,700.00                                                   | \$522.00    |
| 6               | 644*     | Channelizing Line, 8"                                                             | 90       | FT    | \$4.00              | \$360.00    | \$2.69                                                             | \$242.10 <sup>B</sup>    | \$2.00                                                       | \$180.00    |
| 7               | 644*     | Stop Line                                                                         | 66       | FT    | \$350.00            | \$23,100.00 | \$7.50                                                             | \$495.00 <sup>B</sup>    | \$6.60                                                       | \$435.60    |
| 8               | 644*     | Crosswalk Line                                                                    | 222      | FT    | \$2.00              | \$444.00    | \$3.36                                                             | \$745.92 <sup>B</sup>    | \$3.10                                                       | \$688.20    |
| 9               | 644*     | Lane Arrow                                                                        | 2        | EACH  | \$200.00            | \$400.00    | \$125.45                                                           | \$250.90                 | \$97.00                                                      | \$194.00    |
| 10              | 644*     | Removal of Pavement Marking, As Per Plan                                          | 2        | EACH  | \$150.00            | \$300.00    | \$119.13 <sup>A</sup>                                              | \$238.26                 | \$90.00                                                      | \$180.00    |
| 11              | 644*     | Removal of Pavement Marking, As Per Plan                                          | 0.12     | MILE  | \$10,000.00         | \$1,200.00  | \$5,756.82 <sup>A</sup>                                            | \$690.82                 | \$5,300.00                                                   | \$636.00    |
| Traffic Signal  |          |                                                                                   |          |       |                     |             |                                                                    |                          |                                                              |             |
| 12              | 625      | Conduit, 2" 725.04                                                                | 39       | FT    | \$30.00             | \$1,170.00  | \$38.60 <sup>A</sup>                                               | \$1,505.40               | \$26.00                                                      | \$1,014.00  |
| 13              | 625      | Conduit, 3" 725.04                                                                | 231      | FT    | \$35.00             | \$8,085.00  | \$35.10 <sup>A</sup>                                               | \$8,108.10               | \$37.00                                                      | \$8,547.00  |
| 14              | 625      | Conduit, Jacked or Drilled 4"                                                     | 83       | FT    | \$110.00            | \$9,130.00  | \$102.35                                                           | \$8,495.05 <sup>B</sup>  | \$78.00                                                      | \$6,474.00  |
| 15              | 625      | Trench                                                                            | 131      | FT    | \$30.00             | \$3,930.00  | \$34.24                                                            | \$4,485.44 <sup>B</sup>  | \$19.00                                                      | \$2,489.00  |
| 16              | 625      | Trench in Paved Area, Type B                                                      | 131      | FT    | \$50.00             | \$6,550.00  | \$49.59                                                            | \$6,496.29 <sup>B</sup>  | \$44.00                                                      | \$5,764.00  |
| 17              | 625      | Pull Box , 725.08 18"                                                             | 6        | EACH  | \$750.00            | \$4,500.00  | \$694.53 <sup>A</sup>                                              | \$4,167.18               | \$1,030.00                                                   | \$6,180.00  |
| 18              | 625      | Pull Box , 725.08 24"                                                             | 1        | EACH  | \$900.00            | \$900.00    | \$1,070.98                                                         | \$1,070.98               | \$1,330.00                                                   | \$1,330.00  |
| 19              | 625      | Ground Rod                                                                        | 7        | EACH  | \$150.00            | \$1,050.00  | \$164.47                                                           | \$1,151.29 <sup>B</sup>  | \$350.00                                                     | \$2,450.00  |
| 20              | 625      | Plastic Caution Tape                                                              | 262      | FT    | \$1.00              | \$262.00    | \$0.55                                                             | \$144.10 <sup>B</sup>    | \$0.10                                                       | \$26.20     |
| 21              | 632      | Vehicular Signal Head, (LED, 3-Section, 12" Liens, 1 Way , Aluminum , As Per Plan | 6        | EACH  | \$2,000.00          | \$12,000.00 | \$1,046.43                                                         | \$6,278.58 <sup>B</sup>  | \$990.00                                                     | \$5,940.00  |
| 22              | 632      | Vehicular Signal Head, (LED, 5-Section, 12" Liens, 1 Way , Aluminum , As Per Plan | 2        | EACH  | \$3,000.00          | \$6,000.00  | \$1,495.35                                                         | \$2,990.70               | \$1,600.00                                                   | \$3,200.00  |
| 23              | 632      | Pedestrian Signal Head, (LED) Type D2, Countdown, As Per Plan                     | 6        | EACH  | \$800.00            | \$4,800.00  | \$544.54                                                           | \$3,267.24               | \$720.00                                                     | \$4,320.00  |
| 24              | 632      | Covering of Vehicular Signal Head                                                 | 8        | EACH  | \$75.00             | \$600.00    | \$150.90                                                           | \$1,207.20 <sup>B</sup>  | \$50.00                                                      | \$400.00    |
| 25              | 632      | Covering of Pedestrian Signal Head                                                | 6        | EACH  | \$100.00            | \$600.00    | \$33.04                                                            | \$198.24 <sup>B</sup>    | \$25.00                                                      | \$150.00    |
| 26              | 632      | Pedestrian Push Button                                                            | 2        | EACH  | \$250.00            | \$500.00    | \$264.17                                                           | \$528.34 <sup>B</sup>    | \$440.00                                                     | \$880.00    |
| 27              | 632      | Signal Cable, 5 Conductor, No. 14 AWG                                             | 648      | FT    | \$3.00              | \$1,944.00  | \$2.46                                                             | \$1,594.08 <sup>B</sup>  | \$3.10                                                       | \$2,008.80  |
| 28              | 632      | Signal Cable, 7 Conductor, No. 14 AWG                                             | 686      | FT    | \$4.00              | \$2,744.00  | \$2.24                                                             | \$1,536.64 <sup>B</sup>  | \$3.30                                                       | \$2,263.80  |
| 29              | 632      | Signal Support Foundation                                                         | 4        | EACH  | \$4,000.00          | \$16,000.00 | \$4,205.89                                                         | \$16,823.56 <sup>B</sup> | \$5,850.00                                                   | \$23,400.00 |
| 30              | 632      | Pedestal Foundation                                                               | 2        | EACH  | \$1,000.00          | \$2,000.00  | \$614.88                                                           | \$1,229.76 <sup>B</sup>  | \$1,080.00                                                   | \$2,160.00  |
| 31              | 632      | Loop Detector Lead-In Cable                                                       | 290      | FT    | \$2.00              | \$580.00    | \$1.13                                                             | \$327.70 <sup>B</sup>    | \$2.30                                                       | \$667.00    |
| 32              | 632      | Service Call , 3 Conductor, No. 6 AWG                                             | 139      | FT    | \$3.00              | \$417.00    | \$3.49                                                             | \$485.11 <sup>B</sup>    | \$5.10                                                       | \$708.90    |

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Light Construction)

**CITY OF REYNOLDSBURG, OHIO**  
**Main Street and Kroger Drive #1 Intersection Improvements**  
EMH&T JN: 2019-0927  
Bids Received: September 27, 2019

| Ref. No.                                | Item No. | Description                                                      | Quantity | Units | Engineer's Estimate |              | Jess Howard Electric Co.<br>6630 Taylor Rd.<br>Blacklick, OH 43004 |                          | M.P. Dory Co.<br>2001 Integrity Dr. S.<br>Columbus, OH 43209 |              |
|-----------------------------------------|----------|------------------------------------------------------------------|----------|-------|---------------------|--------------|--------------------------------------------------------------------|--------------------------|--------------------------------------------------------------|--------------|
|                                         |          |                                                                  |          |       | Price               | Extension    | Price                                                              | Extension                | Price                                                        | Extension    |
| 33                                      | 632      | Power Service, As Per Plan                                       | 1        | EACH  | \$300.00            | \$300.00     | \$3,005.93                                                         | \$3,005.93               | \$1,620.00                                                   | \$1,620.00   |
| 34                                      | 632      | Signal Support, Type TC-81.21, Design 1, As Per Plan             | 1        | EACH  | \$7,000.00          | \$7,000.00   | \$9,731.25                                                         | \$9,731.25               | \$9,800.00                                                   | \$9,800.00   |
| 35                                      | 632      | Signal Support, Type TC-81.21, Design 2, As Per Plan             | 1        | EACH  | \$7,500.00          | \$7,500.00   | \$10,011.80                                                        | \$10,011.80              | \$10,100.00                                                  | \$10,100.00  |
| 36                                      | 632      | Signal Support, Type TC-81.21, Design 11, As Per Plan            | 2        | EACH  | \$9,000.00          | \$18,000.00  | \$11,374.51                                                        | \$22,749.02 <sup>B</sup> | \$11,900.00                                                  | \$23,800.00  |
| 37                                      | 632      | Pedestal , 8', Transformer Base, As Per Plan                     | 2        | EACH  | \$2,000.00          | \$4,000.00   | \$2,542.12                                                         | \$5,084.24               | \$2,600.00                                                   | \$5,200.00   |
| 38                                      | 632      | Signalization, Misc.: Test Hole Performed                        | 4        | EACH  | \$500.00            | \$2,000.00   | \$1,237.82 <sup>A</sup>                                            | \$4,951.28               | \$1,900.00                                                   | \$7,600.00   |
| 39                                      | 633      | Controller Unit, Type TS2/A2 with Cabinet, Type TS2, AS Per Plan | 1        | EACH  | \$17,500.00         | \$17,500.00  | \$19,649.31                                                        | \$19,649.31              | \$21,000.00                                                  | \$21,000.00  |
| 40                                      | 633      | Cabinet Foundation , As Per Plan                                 | 1        | EACH  | \$2,000.00          | \$2,000.00   | \$2,736.31                                                         | \$2,736.31               | \$2,890.00                                                   | \$2,890.00   |
| 41                                      | 633      | Controller Work Pad, As Per Plan                                 | 1        | EACH  | \$750.00            | \$750.00     | \$1,169.76                                                         | \$1,169.76               | \$590.00                                                     | \$590.00     |
| 42                                      | 633      | Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan       | 1        | EACH  | \$5,000.00          | \$5,000.00   | \$6,641.33                                                         | \$6,641.33               | \$5,700.00                                                   | \$5,700.00   |
| 43                                      | 809      | Stop Line Radar Detection                                        | 4        | EACH  | \$8,000.00          | \$32,000.00  | \$6,920.29                                                         | \$27,681.16              | \$7,300.00                                                   | \$29,200.00  |
| Maintenance of Traffic                  |          |                                                                  |          |       |                     |              |                                                                    |                          |                                                              |              |
| 44                                      | 809      | Law Enforcement Officer with Patrol Car for Assistance           | 24       | HOURS | \$75.00             | \$1,800.00   | \$90.00                                                            | \$2,160.00 <sup>B</sup>  | \$73.00                                                      | \$1,752.00   |
| General Items                           |          |                                                                  |          |       |                     |              |                                                                    |                          |                                                              |              |
| 45                                      | 614      | Maintaining Traffic                                              | 1        | LS    | \$2,500.00          | \$2,500.00   | \$9,152.94                                                         | \$9,152.94               | \$3,400.00                                                   | \$3,400.00   |
| 46                                      | 614      | Field Office, Type A                                             | 3        | MNTH  | \$2,000.00          | \$6,000.00   | \$2,195.28                                                         | \$6,585.84               | \$880.00                                                     | \$2,640.00   |
| 47                                      | 619      | Construction Layout Stakes and Surveying                         | 1        | LS    | \$1,500.00          | \$1,500.00   | \$2,089.40                                                         | \$2,089.40               | \$2,160.00                                                   | \$2,160.00   |
| 48                                      | 623      | Mobilization                                                     | 1        | LS    | \$4,000.00          | \$4,000.00   | \$3,499.29                                                         | \$3,499.29               | \$10,000.00                                                  | \$10,000.00  |
| *Contingency Items                      |          |                                                                  |          |       |                     |              |                                                                    |                          |                                                              |              |
| BIDDER'S TOTAL FOR BASE BID =           |          |                                                                  |          |       |                     | \$230,072.50 |                                                                    | \$223,587.88             |                                                              | \$231,875.75 |
| CORRECTED BIDDER'S TOTAL FOR BASE BID = |          |                                                                  |          |       |                     | NA           |                                                                    | \$223,585.09             |                                                              | NA           |

<sup>A</sup> Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder  
<sup>B</sup> Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder

BY:   
**Ryan M. Andrews, PE**  
  
**Evans, Mechwart, Hambleton & Tilton, Inc.**  
**5500 New Albany Road**  
**Columbus, OH 43054**

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Light Construction)

\_\_\_\_\_, 2019

**Sent by Regular US Mail**

Surety:  
Federal Insurance Company  
202B Halls Mill Rd.  
Whitehouse Station, NJ 08889-1600

Surety Agent:  
Overmyer Hall Associates  
1600 W. Lane Ave., Ste 200  
Columbus, OH 43221

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Jess Howard Electric Co. (Contractor) has been awarded a contract for **Main Street and Kroger Drive #1 Intersection Improvements** in the amount of **\$223,585.09** by the City of Reynoldsburg.

Thank you,

By \_\_\_\_\_  
Name/Title: Brad McCloud, Mayor

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Light Construction)

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

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**DATE:**           **October 14, 2019**

**TO:**           **Andrew Bowsher, Development DirectorDevelopment,  
Parks and Recreation Committee**

**RE:**           Bi-Annual Contract Renewal for Meter Reading Services with Bermex

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Approval:

|                         |                       |                            |
|-------------------------|-----------------------|----------------------------|
| Pending<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|-------------------------|-----------------------|----------------------------|

The cost of this contract will be split between Water and Wastewater. It will be paid with existing funds scheduled within the budget. The current contract charged \$.57 per Touch Pad and manual reads and \$.25 for all Radio Read units. The new contract will charge \$.62 per Touch Pad and manual reads and \$.25 for all Radio Read units. The annual cost in 2018 for Bermex's services was \$22,175. An estimated annual cost for 2020 is \$23,599.

WHEREAS, the City of Reynoldsburg hires an outside firm to handle the meter reading functions for the water and wastewater department; and

WHEREAS, the current rates for Bermex, Inc. services at \$.57 per Touch Pad and manual reads and \$.25 per Radio Read units. The new cost for this contract is \$.62 per Touch Pad and manual reads and \$.25 per Radio Read units; and

WHEREAS, Bermex Inc. has provided those services in the past and this legislation would renew that bi-annual contract from January 1, 2020 to December 31, 2021.

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

## **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Bermex Inc. for meter reading services for the City of Reynoldsburg beginning January 1, 2020 through December 31, 2021.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the current rates for Bermex, Inc. services at \$.57 per Touch Pad and manual reads and \$.25 per Radio Read units. The new cost for this contract is \$.62 per Touch Pad and manual reads and \$.25 per Radio Read units.

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

# Agreement

THIS AGREEMENT is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Reynoldsburg (hereinafter referred to as "Reynoldsburg") and Bermex, Inc. (herein after referred to as "Bermex").

## Recitals

WHEREAS, Reynoldsburg is a Municipal Corporation organized under the laws of the State of Ohio, whose territory lies in Franklin, Licking and Fairfield Counties. Reynoldsburg operates a water and sanitary sewer utility for the benefit of its residents; and

WHEREAS, Bermex is a Michigan for-profit corporation duly licensed to transact business in the State of Ohio; and

WHEREAS, Bermex is in the business of supplying labor and transportation for meter reading for various utilities; and

WHEREAS, Reynoldsburg is interested in contracting with Bermex for meter reading services; and

WHEREAS, the parties desire to set forth their agreement in writing.

## Agreement

NOW AND THEREFORE, the parties agree as follows:

- 1) Bermex shall read water meters within Reynoldsburg's service area for the period of **January 01, 2020 through December 31, 2021**. Any extension of this period of service shall be mutually agreed upon in writing by both parties.
- 2) This Agreement and its terms may be terminated, with or without cause, by either party giving sixty (60) days written notice to the other party at the address provided elsewhere in this Agreement.
- 3) Reynoldsburg shall pay Bermex **\$0.62 cents** per manual read or Touchpad read attempt, and **\$0.25 cent per radio read gathered**. Bermex shall invoice Reynoldsburg once per month for the services provided, and Reynoldsburg shall remit payment within thirty (30) days after receipt of a correct invoice.
- 4) **In addition to remuneration set forth in Paragraph 3, above, Bermex may charge Reynoldsburg a fuel surcharge of two and one-half percent (2.5%) of the total monthly charges when fuel for the vehicle being utilized exceeds \$3.50 per gallon for the days worked within the City of Reynoldsburg and working for the City of Reynoldsburg.**

- 5) Bermex employee(s) shall provide the meter reading services no earlier than 8:00 am and not later than 5:00 pm., Monday through Friday. The meter reader shall attempt to complete the reading of the entire route on its scheduled day. Reading of meters on a Saturday will be allowed if circumstances so require and prior approval has been obtained from Reynoldsburg. Readings on Sundays and Holidays are prohibited. It is understood that this certain weather conditions may interrupt the services to be provided under this contract, and all weather-related work stoppages shall be agreed upon by the parties. The Bermex employee(s) shall check-in at the start of their shift and check out at the end of their shift and check – out at the end of their shift. An employee of Reynoldsburg may periodically inspect the work being done by Bermex.
- 6) Bermex' meter reader(s) shall be responsible for obtaining complete and accurate meter readings and recording them in hand held meter-reading devices or to be provided by Reynoldsburg in accordance with the schedule established. Reynoldsburg shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Bermex use. The electronic meter reading devices shall be programmed on a daily basis by Reynoldsburg and available to Bermex at the beginning of each day. The individual meter reader(s) shall be responsible, on a daily basis, to report damaged and /or broken meters, meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will promptly advise Reynoldsburg of same. In no case shall Bermex be liable for not reading a meter due to unforeseen circumstances or circumstances beyond **Bermex** control.
- 7) The individual(s) performing the service shall at all times, be properly attired including the use of hard sole shoes. Uniforms which clearly identify Bermex' meter readers must be worn at work at all times. Bermex' vehicles will clearly identify that they are a Contract Meter Reader. Bermex will promptly return all hand held devices to Reynoldsburg upon termination or non-renewal of this Agreement.
- 8) It is expressly understood that the meter readers are employees of Bermex, and not employees of Reynoldsburg. Bermex shall furnish its employees with Workers' Compensation Insurance. Unemployment Insurance, Health Insurance, and the like. Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence shall cover the employees, and documentation of the same shall be supplied to employees, and documentation of the same shall be supplied to Reynoldsburg upon request. Bermex shall also provide Automobile Insurance in the same coverage amount for all vehicles being used by its employees in performing these services. Bermex shall be responsible for withholding all federal, state, and local taxes from its employees pay.
- 9) Bermex shall furnish an Insurance Policy in the amount of **\$8,000** to cover the complete loss or damage to the hand held unit supplied by Reynoldsburg. Bermex understands that damage resulting from neglect or misuse will be paid by Bermex.

10) NOTICES: All notices to be delivered by one party to this Agreement to the other shall be addressed as follows:

Bermex, Inc.  
4500 Court House Blvd  
Stow, Ohio 44224  
Acting President: Mike Weldner

City of Reynoldsburg: Water Department.  
7232 E. Main St  
Reynoldsburg, Ohio 43068  
Superintendent: Paul Hellman

Both parties agree to notify the other in writing if the contact information stated herein changes.

11) Neither party may assign its terms or obligations under this contact without previous written consent of the other party.

12) If any legal dispute arises out of this Agreement, the parties hereby stipulate that the proper jurisdiction and venue for any legal action **will be held** in the Court Common Pleas of Franklin County, Ohio.

13) BERMEX AGREES THAT REYNOLDSBURG WILL NOT BE LIABLE IN ANY WAY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER OR DEATH TO ANY PERSON, EMPLOYEE, AGENT, CONTRACTOR, GUEST, INVITEE, OR TO ANY OTHER INDIVIDUAL OR ENTITY FOR ANY PROPERTY LOSS. BERMEX AGREES TO DEFEND, INDEMNIFY, AND HOLD **REYNOLDSBURG HARMLESS** FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, IN LAW AND EQUITY, LAWSUITS, CHARGES, COSTS INCLUDING, BUT NOT LIMITED TO COURT COSTS, ATTORNEY'S FEES, AND COST OF INVESTIGATION, DAMAGES, EXPENSES, AWARDS, AND/OR JUDGEMENTS BY REASON OF ANY LOSS, DAMAGE, INJURY, OR DEATH OR ANY PROPERTY LOSS CAUSED OR CONTRIBUTED, (IN WHOLE OR IN PART) BY ANY NEGLIGENT ACT(S) OR OMISSION(S) OF BERMEX, AND ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, INVITEES, OR GUESTS, IF ANY PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY ONE OR MORE PERSON OR ENTITY IN CONNECTION WITH SUCH LIABILITY OR CLAIM, BERMEX, UPON NOTICE FROM REYNOLDSBURG, SHALL DEFEND SUCH ACTION(S) OR PROCEEDING(S) OF ANY KIND AT BERMEX' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO REYNOLDSBURG. BERMEX' OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BERMEX UNDER THIS AGREEMENT, THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14) FORCE MAJEURE: Performance of this Agreement by each party shall pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss

or damage for delay or for nonperformance due to the causes not reasonably within its control, such as acts of civil, or military authority (including courts or administrative agencies) acts of God, war, riot, or insurrection, inability, to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties: and provide the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay. In the event of any delay resulting from such causes, the time of performance of each parties hereunder shall be extended for a period equal to the period of such delay.

15) This Agreement is intended as the complete and exclusive statement of the agreement between the parties. This Agreement, shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument, authorized and executed with the same formality as the agreement and agreed to by both parties.

WHEREFORE, the parties hereto set their hands in furtherance of this Agreement.

City of Reynoldsburg

BERMEX, INC.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

James E. Hood, City Attorney

#### FISCAL OFFICER'S CERTIFICATE

The undersigned Auditor for the City of Reynoldsburg hereby certifies that the funds necessary to pay this contract are either in the treasury or in the process of being collected.

\_\_\_\_\_

Steve Cicak, Auditor

**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: October 14, 2019****TO: Public Safety, Law and Courts Committee****RE: Phase 3 Animals & Fowl Cruelty to Animals**

Approval:

|                         |                     |               |
|-------------------------|---------------------|---------------|
| Pending<br>Brad McCloud | Pending<br>Jed Hood | Stephen Cicak |
|-------------------------|---------------------|---------------|

This legislation is the third phase of the update to the Animals & Fowl, Chapter 505, in the City of Reynoldsburg Code of Ordinances. This legislation addresses language regarding cruelty to animals.

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

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

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

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

## PHASE 3 – AMENDMENTS TO ANIMALS &amp; FOWL ORDINANCE

**505.11 KILLING OR INJURING ANIMALS.**

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

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

(ORC 959.02)

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

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

**505.13 POISONING ANIMALS.**

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

~~(ORC 959.03)~~

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

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

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

(a) No person shall:

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

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

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

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

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

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

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

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

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

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

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

~~—(1) As used in this section:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.131)~~

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.99(E))~~

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

## ORDINANCE REQUEST

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**DATE:**           **October 14, 2019**

**TO:**               **Finance and Administration Committee**

**RE:**               Authorizing the Mayor to enter into a contract with Equivant 4825 Higbee Ave. N. W., Canton OH 44178 for Courtview Software, Software Maintenance and Professional Services for the Clerk of Courts office, waive competitive bidding and declaring it an emergency.

Authorizing the Mayor to enter into a contract with Equivant for Courtview Software, Software Maintenance and Professional Services, waiving competitive bidding and declaring it an emergency.

Requesting \$56,921.18 from the unappropriated Computer Need Funds 211 and appropriate \$56,921.18 to the Other Equipment Account 211-000-5639 and declaring it an emergency

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

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

WHEREAS, the Clerk of Court has been advised that Equivant will no longer provide support for the City's existing Courtview Software System; and

WHEREAS, the Clerk of Court has determined that the Courtview software system is the optimum system and recommends that the City upgrade to Equivant's current system and contract for the ongoing support and upgrade of that new system; and

WHEREAS, the cost to convert to the newest version of Courtview software is \$56,921.18;

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

and

WHEREAS, the Clerk of Court requests that Council waive the competitive bidding process as the software product is efficient and functional for the City that is currently being utilized; and

WHEREAS, the Clerk of Court is requesting this legislation be declared an emergency in order to transfer the system prior to the end of the year when support for the service terminates.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a contract with Equivant for an upgrade of the City's existing Courtview Software.

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

SECTION 2. That \$56,921.18 be unappropriated from the Computerized Needs (Court) Fund and appropriated to Other Equipment account 211-000-5639.

SECTION 3. That Council hereby waive the competitive bidding process as this software is an upgrade of existing software.

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



Attachment A-1

## Quote

To: **Leslie Clark, Clerk of Court**  
 Reynoldsburg Mayor's Court  
 7232 E. Main Street  
 Reynoldsburg, Ohio 43068  
 (614) 322-6804  
[lclark@ci.reynoldsburg.oh.us](mailto:lclark@ci.reynoldsburg.oh.us)

Quote: REYNOLOH20181031  
 Date: October 3, 2019  
 Valid through: January 1, 2020

## Project: CourtView3 Implementation (Migration from CourtTRAC)

| Item                                                                              | Qty. | Unit Price  | Total              |
|-----------------------------------------------------------------------------------|------|-------------|--------------------|
| <b>SOFTWARE</b>                                                                   |      |             |                    |
| 1.1 CourtView CMS License (Concurrent Users)                                      | 5    | \$4,500.00  | \$22,500.00        |
| 1.2 CourtView CMS License Discount (Credit for GBS licenses previously purchased) | 1    | 100%        | (\$22,500.00)      |
| 1.3 Crystal Reports Server, OEM Edition Business Objects License                  | 1    | \$2,679.00  | \$2,679.00         |
| 1.4 Crystal Reports Server, OEM Edition Business Objects License Discount         | 1    | 30%         | (\$803.70)         |
| <b>Net Software</b>                                                               |      |             | <b>\$1,875.30</b>  |
| <b>SOFTWARE MAINTENANCE</b>                                                       |      |             |                    |
| 2.1 Software Maintenance and Support (First year - no uplift from current M&S)    | 1    | \$5,910.00  | \$5,910.00         |
| 2.2 Crystal Reports Server Maintenance - Software Updates Only (First Year)       | 1    | \$589.38    | \$589.38           |
| <b>Net Software Maintenance</b>                                                   |      |             | <b>\$6,499.38</b>  |
| <b>PROFESSIONAL SERVICES</b>                                                      |      |             |                    |
| 4.1 Project Management                                                            | 1    | \$6,240.00  | \$6,240.00         |
| 4.2 Software Installation                                                         | 1    | \$4,680.00  | \$4,680.00         |
| 4.3 Software Configuration                                                        | 1    | \$7,800.00  | \$7,800.00         |
| 4.4 Data Conversion (CourtTRAC to CourtView 3)                                    | 1    | \$24,375.00 | \$24,375.00        |
| 4.5 Training                                                                      | 1    | \$17,160.00 | \$17,160.00        |
| 4.6 Go-Live Support                                                               | 1    | \$6,240.00  | \$6,240.00         |
| 4.7 Services Discount                                                             | 1    | 30%         | (\$19,948.50)      |
| <b>Subtotal, Professional Services</b>                                            |      |             | <b>\$46,546.50</b> |
| <b>Estimated Travel Costs</b>                                                     |      |             | <b>\$2,000.00</b>  |
| <b>Net Professional Services</b>                                                  |      |             | <b>\$48,546.50</b> |
| <b>Estimated Baseline Project Total, excluding applicable taxes</b>               |      |             | <b>\$56,921.18</b> |

## Scope of Work

- equivalent will provide project management services to schedule and coordinate the work to be performed by equivalent.
- equivalent will provide software installation services to install the Software in one none production and one production environment at Customer premise. The installed Software will be pre-configured for the standard Ohio Mayor's Court configuration. This configuration will include the standard Ohio statute codes, equivalent standard Ohio Mayor's Court form templates, and equivalent Ohio Mayor's Court standard order templates.
- equivalent will provide software configuration services to configure the software.
- equivalent will provide data conversion services convert the data from the legacy GBS CourTrac CMS to the CourtView CMS using the standard equivalent conversion methodology.
- equivalent will provide standard CourtView Ohio Mayor's Court training.
- equivalent will provide Go-live support.

Attachment: Courtview Contract (Contract and Appropriation for CourtView Software for Clerk of Courts)

**Notes**

- 1 A contract, including License, Software Maintenance and Professional Services Agreements must be signed and returned with the signed quote for activation of license(s), maintenance and scheduling of the project work.
- 2 Delivery will be scheduled for the first available date at which equivalent and Customer resources are jointly available. Should rescheduling be necessitated for any reason, the next available date at which equivalent and Customer resources are both available will be scheduled.
- 3 Professional Services are quoted at a firm fixed price, but the level of effort is limited to up to 11 training days, up to 32 hours go-live support. For those items for which the level of effort is limited, actual effort, costs and expenses may be less than or greater than those quoted. Customer shall have no obligation to pay equivalent more than the quoted firm fixed price. equivalent shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted firm fixed price, even if the services for which the level of effort is limited have not been completed or the deliverables delivered, or the results expected by the Customer have not been achieved. The parties may by mutual, written agreement, increase the level of effort and quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
- 4 Delays caused by Customer site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
- 5 If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
- 6 equivalent will invoice monthly as follows:
  - Project management services will be invoiced at the end of the first month in which project management services are provided.
  - Software Installation will be invoiced at 75% the end of the month in which the CourtView application is installed in the non production environment and 25% at the end of the month in which the CourtView application is installed in the production environment.
  - Software configuration will be invoiced at the end of the month in which the Customer's ordinances are loaded into the hosted environment.
  - Data Conversion services will be invoiced at the end of the month in which the second mock run is completed (50%) and at the end of the month in which the go-live conversion is completed (50%).
  - Training will be invoiced at the end of the month in which the first training day is provided.
  - Go-live Support will be invoiced at the end of the month in which Go-live Support is provided.
- 7 Project management, software installation, and data conversion will be provided remotely. Software configuration will be provided through a combination of remote and on-site work. Training and go-live will be provided on-site.
- 8 Payment for Software License and Software Maintenance is due as follows:
  - License Fee will be invoiced and due upon quotation execution.
  - Support and Maintenance for CourtView Software will be invoiced upon go-live and will transition the current maintenance year for the GBS legacy application to CourtView at the current maintenance year fee.
- 9 For CourtView Software, Support and Maintenance begins upon go-live. For Crystal Report Software, Support and Maintenance begins upon quote execution and is for software updates only.
- 10 The license(s) are limited for use during the term of, and coterminate with, the Customer's active CourtView support agreement.
- 11 Payment term is net 30 days from invoice date.
- 12 Customer will make available all resources requested by equivalent for assistance.
- 13 Delays caused by client site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
- 14 equivalent will perform an initial configuration of the CourtView application in the Customer's environment. The baseline configuration will be the equivalent standard Ohio Mayor's court configuration. This will include the standard Ohio; statutes, forms, orders and reports. Customized configuration, other than the entry of the Customer's ordinances will require additional effort and will require a change order.
- 15 For the purposes of quotation equivalent has assumed that training will be provided on consecutive days. Should Customer request that training be provided on non consecutive days the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided.
- 16 A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
- 17 equivalent will provide training utilizing the CourtView Release installed in the Customer's training environment.
- 18 Training sessions are limited to a maximum of ten (10) students per training session.
- 19 On-site Training Services Include:
  - Case Initiation
  - Parties
  - Docketing
  - Forms and Notice Usage and Creation
  - Supreme Court/BMV Reporting
  - Case/Party Charge Disposition
  - Scheduling
  - Receipting
  - Calendars
  - Report Generation
  - Financial
  - Accounts Receivable with Collections
  - Journal Entry/Sentencing Order Setup and Processing

- 20 Travel costs are estimated and actual cost incurred by equivalent will be charged. Travel costs will include travel time and actual / direct expenses. For on-site work of less than four consecutive days, travel time is invoiced at \$75 per hour, not to exceed five (5) hours per round trip.
- 21 Customer will make available all resources requested by equivalent for assistance with and approval of all project milestones and deliverables.
- 22 Customer is responsible for the local host environment including all required licenses, SSL certificates, hardware and third party software components and configuration.
- 23 The local environment and any peripheral equipment must meet minimum requirements as specified by equivalent.
- 24 Customer will provide equivalent direct remote access to the host environment.
- 25 Customer is responsible for providing a suitable training environment that includes a personal computer for each student.
- 26 equivalent assumes that Customer will use Microsoft Internet Explorer 11 on the local work stations.
- 27 equivalent will provide standard conversion services including one mock conversion run and one production conversion run. Customer will be responsible for data cleanup in the legacy application.
- 28 The scope of work does not include any work related to the migration, integration of any Ticket import functionality.
- 29 The scope of work does not include any work related to the migration, integration of any imaging system, or conversion of any imaging related data.
- 30 The scope of work does not include any work related to the integration or related data extraction with labels.

## **Recommended Technical Environment**

CJS recommends the following hardware configuration and specifications for your CourtView3 production environment, based on assumptions of 200 or fewer concurrent users.

### **Database Server**

The requirements for a database server depend primarily on the size of the CourtView database and the maximum number of concurrent users. Memory on the database server is a major factor affecting CourtView performance; CJS recommends always allowing for future expandability. For a database server dedicated to CourtView, CJS recommends machines that meet or exceed the following specifications:

|              |                  |
|--------------|------------------|
| Processors:  | 4 cores or vCPUs |
| Hard Drives: | RAID 1/5/10      |
| Size:        | >100 GB          |
| RAM:         | 8 GB             |

CJS recommends the latest patch release of Oracle 12cR1 or Microsoft SQL Server 2014 or 2016 as the Relational Database Management System (RDBMS). Drive space requirements depend upon the caseload and modules used. Optionally, a replicated database can be configured for public access, reporting, and/or disaster recovery. This server should be sized similarly to the production database server.

### **Application Server**

The requirements for the application server(s) depend primarily on the maximum number of concurrent CourtView users in each office location. CJS recommends one or more machines that meet or exceed the following specifications:

|              |                  |
|--------------|------------------|
| Processors:  | 4 cores or vCPUs |
| Hard Drives: | RAID 1/5/10      |
| Size:        | >100 GB each     |
| RAM:         | 8 GB             |

CJS supports WildFly 9.0.2 or Oracle WebLogic 12c as the Application Server Software. Application Servers can be scaled horizontally to accommodate load and provide high availability with the use of a network load balancer, such as Barracuda Networks load balancer switch.

### **Reporting Server**

The requirements for a reporting server depend primarily on the maximum number of concurrent users. Disk space is not a major consideration. CJS recommends machines that meet or exceed the following specifications:

|              |                             |
|--------------|-----------------------------|
| Processors:  | 4 cores or vCPU's, 2.5+ GHz |
| Hard Drives: | RAID 1/5/10                 |
| Size:        | >100 GB each                |
| RAM:         | 8 GB                        |

CJS supports SAP Business Objects Enterprise and SAP Crystal Reports Server, OEM Edition.

**Web Server (for eServices)**

The requirements for a web server depend primarily on the maximum number of concurrent users utilizing eServices. CJS recommends machines that meet or exceed the following specifications:

Processors: 2 cores or vCPUs  
Hard Drives: RAID 1/5/10  
Size: >50 GB  
RAM: 4 GB

Disk space requirements are dependent upon customer's log retention policies.

**Web Application Server (for eServices)**

The requirements for a web application server depend primarily on the maximum number of concurrent users utilizing eServices. Disk space is not a major consideration unless JusticeFiling is being installed and the filings are stored on this server. Additional disk space may be necessary depending upon the volume of filings and the retention policies desired by the customer. CJS recommends machines that meet or exceed the following specifications:

Processors: 4 cores or vCPUs  
Hard Drives: RAID 1/5/10  
Size: >50 GB  
RAM: 8 GB

Depending upon factors such as your network security policy, the web server and the web application server can be the same machine. However, CJS recommends configuring two servers which allows the web application server to reside on the internal network. Communication with the database server (optionally replicated) then occurs entirely within the internal network, and it is not necessary to allow traffic to the database server from the web server located within the DMZ.

**Imaging Server**

This server supports the imaging application and stores the electronic images. The requirements for the imaging server depend primarily on the maximum number of concurrent CourtView users accessing images, as well as the desired quality of the images (color or higher resolution images require more disk space and more network bandwidth). CJS recommends machines that meet or exceed the following specifications:

Processors: 4 cores or vCPUs  
Hard Drives: RAID 1/5/10  
Size: >100 GB  
RAM: 8 GB

A number of options exist for configuring image storage depending on volume considerations and internal retention policies. Some customers may prefer a storage solution contained within the server itself; others may choose an externally connected disk array supporting larger data retention.

### **Integration Server**

The requirements for the integration server(s) depend primarily on the load created by the interfaces or exchanges. CJS recommends one or more machines that meet or exceed the following specifications.

Processors: 8 cores or vCPU's  
 Hard Drives: RAID 1/5/10  
 Size: >50 GB  
 RAM: 8-16 GB

Integration server requirements may change based on definitions during the Interface BPR. Server requirements are derived from the methods of delivery specified with the list of project interfaces.

### **Workstation Specifications**

For all configurations, client workstations should be at least running Windows 7 Professional, Windows 8.1 Professional or Windows 10 Professional. We recommend Internet Explorer 11 32 bit for the browser. We recommend at least 4 GB of RAM. CourtView requires a minimum display resolution of 1024 x 768 for proper viewing. CJS recommends machines that meet or exceed the following specifications:

4 GB RAM; 128GB HDD  
 Windows 10 Professional (32 or 64-bit)  
 Internet Explorer 11 32 bit  
 Mouse and Keyboard; 17" Monitor (19" or larger monitors recommended)  
 100/1000 Ethernet NIC

### **Additional Requirements For Any Configuration**

In addition to the above, CJS also recommends the following:

- An appropriate number of printers and other peripheral devices
- Standby power supply to protect the servers from power problems
- VPN and Remote Management software to support remote diagnostic communications
- Provision for disaster recovery

CJS will not be responsible for any site preparation or construction or communications or cabling infrastructure. CJS will not install any servers at any site. CJS will not provide any operating system or Relational Database Management System (RDBMS) software for the servers.

### **Other Environments**

CJS recommends separate environments be used for Development, Test, Training, Data Warehouse, and/or failover (DR) purposes. These environments should be sized appropriately for the need.

| CourtView 3 Compatibility Matrix<br>August 12, 2019                                                                                                                                                                                                                                                      |  | WebLogic <sup>1,2,6</sup> |      | JBoss <sup>1,2,6</sup> |       | WildFly <sup>1,2</sup> |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|------|------------------------|-------|------------------------|--|
|                                                                                                                                                                                                                                                                                                          |  | 12c                       | 12.2 | 4.2.3                  | 9.0.2 | 14.0.1                 |  |
| The CourtView 3 release listed, or a later CourtView 3 release, is compatible with the listed software and operating system versions.                                                                                                                                                                    |  |                           |      |                        |       |                        |  |
| <b>Databases</b>                                                                                                                                                                                                                                                                                         |  |                           |      |                        |       |                        |  |
| Microsoft SQL Server 2012                                                                                                                                                                                                                                                                                |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Microsoft SQL Server 2014                                                                                                                                                                                                                                                                                |  | 3.13                      | 3.24 | 3.13                   | 3.15  | 3.23                   |  |
| Microsoft SQL Server 2016                                                                                                                                                                                                                                                                                |  | 3.16                      | 3.24 | 3.16                   | 3.16  | 3.23                   |  |
| Microsoft SQL Server 2017                                                                                                                                                                                                                                                                                |  | 3.24                      | 3.24 | 3.24                   | 3.24  | 3.24                   |  |
| Oracle 11g R2                                                                                                                                                                                                                                                                                            |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Oracle 12c R1                                                                                                                                                                                                                                                                                            |  | 3.13                      | 3.24 | 3.13                   | 3.15  | 3.23                   |  |
| Oracle 12c R2                                                                                                                                                                                                                                                                                            |  | 3.24                      | 3.24 | 3.24                   | 3.24  | 3.24                   |  |
| <b>Browser<sup>3</sup></b>                                                                                                                                                                                                                                                                               |  |                           |      |                        |       |                        |  |
| Internet Explorer 11                                                                                                                                                                                                                                                                                     |  | 3.9                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Edge <sup>5</sup>                                                                                                                                                                                                                                                                                        |  | 3.21                      | 3.24 | 3.21                   | 3.21  | 3.23                   |  |
| <b>Office Suites</b>                                                                                                                                                                                                                                                                                     |  |                           |      |                        |       |                        |  |
| Adobe                                                                                                                                                                                                                                                                                                    |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Aspose                                                                                                                                                                                                                                                                                                   |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Microsoft Word / Excel 2010                                                                                                                                                                                                                                                                              |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Microsoft Word / Excel 2013                                                                                                                                                                                                                                                                              |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Microsoft Word / Excel 2016                                                                                                                                                                                                                                                                              |  | 3.14                      | 3.24 | 3.14                   | 3.15  | 3.23                   |  |
| <b>Report Writers</b>                                                                                                                                                                                                                                                                                    |  |                           |      |                        |       |                        |  |
| Crystal Reports XI                                                                                                                                                                                                                                                                                       |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Crystal Reports 2008                                                                                                                                                                                                                                                                                     |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| BOE                                                                                                                                                                                                                                                                                                      |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| <b>Imaging Systems<sup>4</sup></b>                                                                                                                                                                                                                                                                       |  |                           |      |                        |       |                        |  |
| VistaSG netDMS                                                                                                                                                                                                                                                                                           |  | 3.8                       | 3.24 | 3.9                    | 3.15  | 3.23                   |  |
| Hyland OnBase (Version 15 or a later version)                                                                                                                                                                                                                                                            |  | 3.14                      | 3.24 | 3.14                   | 3.15  | 3.23                   |  |
| ShowCase iDMS <sup>7</sup>                                                                                                                                                                                                                                                                               |  | 3.11                      | 3.24 | 3.11                   | 3.11  | 3.23                   |  |
| <b>Notes</b>                                                                                                                                                                                                                                                                                             |  |                           |      |                        |       |                        |  |
| <sup>1</sup> Windows and Linux are currently the only supported platforms for our application servers.                                                                                                                                                                                                   |  |                           |      |                        |       |                        |  |
| <sup>2</sup> Java is required; the version required is the version compatible with the application server installed.                                                                                                                                                                                     |  |                           |      |                        |       |                        |  |
| <sup>3</sup> While the Mozilla Firefox and Google Chrome browsers will run the majority of our application, we do not officially support them.                                                                                                                                                           |  |                           |      |                        |       |                        |  |
| <sup>4</sup> Both imaging systems (netDMS and OnBase) require installation on a Windows server.                                                                                                                                                                                                          |  |                           |      |                        |       |                        |  |
| <sup>5</sup> The following features do not function in Edge: Legacy POS printers and document execution method Local Word Processor. In addition, neither OnBase nor NetDMS is currently supported under Edge. Customers using these features/products will need to continue using Internet Explorer 11. |  |                           |      |                        |       |                        |  |
| <sup>6</sup> With version 3.15, JBoss 4.2.3 has been updated to WildFly 9.0.2.                                                                                                                                                                                                                           |  |                           |      |                        |       |                        |  |
| <sup>7</sup> ShowCase iDMS requires Microsoft SQL Server 2008 or later.                                                                                                                                                                                                                                  |  |                           |      |                        |       |                        |  |

## **Development Department**

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

### **RESOLUTION REQUEST**

---

**DATE:**           **October 14, 2019**

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

**RE:**             **Renewal of Multiple City TIFs**

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

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

WHEREAS, the City of Reynoldsburg, Ohio has the statutory authority to create various zones that provide economic development incentives, which include Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City may consider entering into agreements with private sector entities engages in economic development, which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, ORC 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between the City and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, that each TIRC is mandated to review and make a formal recommendation as to the compliance of the terms of each agreement within its zone on an annual basis for the preceding year that concluded on December 31<sup>st</sup>; and

WHEREAS, the recommendation of each TIRC is required to be acted on by Council within 60-

## **Development Department**

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

days of receiving the recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO OF FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2019 have done so and have forwarded their recommendations to City Council.

SECTION 2. That Council hereby accepts, approves, and ratifies the TIRCs' recommendations from the following TIRCs listed below:

- a. Brice Road and Main Street TIF - accept report and continue agreement
- b. Taylor Square TIF - accept report with TIF ending at the end of 2019
- c. Taylor Road TIF #1 - accept report and continue agreement
- d. Taylor Road TIF #2 - accept report and continue agreement
- e. Kroger TIF - accept report (TIF ended in 2017)
- f. Summit Road TIF - accept report and continue agreement

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



## MINUTES

### 2019 LICKING COUNTY TIRC WEDNESDAY, JULY 17, 2019

**PLACE: 2<sup>nd</sup> FLOOR, MAIN CONFERENCE ROOM  
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

#### 1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 3:03 pm

Present: Michael Smith, Brad Mercer, Joni Crawford, James Hood, Tammira Miller, Stephen Cicak, Andrew Bowsher, and Melissa Butler

#### 2. Approval of 2018 Minutes

*James Hood made a motion to approve the Minutes, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; Minutes stand approved as submitted.*

#### 3. Kroger TIF

Ms. Crawford: I didn't print that one because we didn't get any money from that, it's done.

Mr. Hood: Do we need to do anything or by operation does it fall off? Since the time of the TIF has expired and we don't expect to get anymore, what do we need to do?

Ms. Crawford: 2018 is the last year for this TIF and it will be dissolved once the balance is zero. We have appropriated almost all the funds for the turn lane at Taylor.

Mr. Hood: Do we need to ask Council to zero the account out?

Ms. Crawford: I will double check but I think we are ok.

*No action required*

#### 4. Taylor Road TIF #1

Ms. Crawford: We made \*\*\*\* last year, but haven't spent any. Wasn't some apartments going on there?

Mr. Bowsher: The apartments in this area were denied. I would assume something will be proposed in that area in the next few years. As of right now it's just the \$189,396.

*James Hood made a motion to accept the report of Taylor Road TIF#1 and continue the TIF, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; the Motion carried.*

#### 5. Taylor Road TIF #2

Mr. Bowsher: This is the second portion of Taylor Rd. nothing has been built on this, that's why it's minimal. That's why you're only seeing 16,000. This will end in 2033.

*James Hood made a motion to accept the report of Taylor Road TIF #2, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; the Motion carried.*

#### 6. Summit Road TIF

Mr. Bowsher: The funds haven't increased a lot. This includes the Inn at Summit Trail and potential development south of the high school, but no movement yet.

*Andrew Bowsher made a motion to accept the report of the Summit Road TIF, seconded by James Hood; eight affirmative votes, no negative votes; the Motion carried.*

#### 7. Comments and Closing

Michael Smith adjourned the meeting at 3:11 pm

**Summit Rd #1**  
**Fund 973**

11.a.b

|                                  | 1st half<br>2018 | 2nd half<br>2018 |
|----------------------------------|------------------|------------------|
| <b>Total Net TIF Collections</b> |                  |                  |
| Summit Rd #1                     | 11,707.78        | 16,345.67        |
| Summit Rd #1 10% Rollback        | 0.00             |                  |
| Maple Woods Farms                | 0.00             |                  |
| Maple Woods Farms-10% Rollback   | 0.00             |                  |
| <b>Gross Collection</b>          | 11,707.78        | 16,345.67        |
| Less:                            |                  |                  |
| Aud/Treas Fees                   | 575.34           | 608.03           |
| Delinquent Tax Collection ( 5%)  |                  |                  |
| <b>Net Distribution</b>          | 11,132.44        | 15,737.64        |

| <b>Fund 973 Summit Rd #1 Tif</b> | 1st half<br>2018 | 2nd half<br>2018 |
|----------------------------------|------------------|------------------|
| Fund 973 Beginning Balance       | 5,237.01         | 16,369.45        |
| Total Collected                  | 11,132.44        | 15,737.64        |
| Debt Service                     |                  |                  |
| Fund 973 Ending Balance          | 16,369.45        | 32,107.09        |

Licking

Attachment: Financial Documents (TIRC Renewals)

**Taylor Rd Tif #1**  
**Fund 974**

|                                  | 1st half<br>2018 | 2nd half<br>2018 |
|----------------------------------|------------------|------------------|
| <b>Total Net TIF Collections</b> |                  |                  |
| Taylor Chase                     | 10,440.13        | 6,603.48         |
|                                  | 0.00             | 0.00             |
| <b>Gross Collection</b>          | 10,440.13        | 6,603.48         |
| Less:                            |                  |                  |
| Aud/Treas Fees                   | 119.55           | 80.40            |
| Delinquent Tax Collection ( 5%)  |                  |                  |
| <b>Net Distribution</b>          | 10,320.58        | 6,523.08         |

| <b>Fund 974 Taylor Rd-1 Tif</b> | 1st half<br>2018 | 2nd half<br>2018 |
|---------------------------------|------------------|------------------|
| Fund 974 Beginning Balance      | 172,553.11       | 182,873.69       |
| Total Collected                 | 10,320.58        | 6,523.08         |
| Debt Service                    |                  |                  |
| Fund 974 Ending Balance         | 182,873.69       | 189,396.77       |

**Taylor Rd Tif #2**  
**Fund 975**

|                                  | 1st half<br>2018 | 2nd half<br>2018 |
|----------------------------------|------------------|------------------|
| <b>Total Net TIF Collections</b> |                  |                  |
| Park National Bank               | 0.00             | 0.00             |
| Glen O Bard                      | 617.47           | 617.47           |
|                                  | 0.00             | 0.00             |
| <b>Gross Collection</b>          | 617.47           | 617.47           |
| Less:                            |                  |                  |
| Aud/Treas Fees                   | 7.81             | 8.06             |
| Delinquent Tax Collection ( 5%)  |                  |                  |
| <b>Net Distribution</b>          | 609.66           | 609.41           |

| <b>Fund 975 Taylor Rd-2 Tif</b> | 1st half<br>2018 | 2nd half<br>2018 |
|---------------------------------|------------------|------------------|
| Fund 975 Beginning Balance      | 15,175.10        | 15,784.76        |
| Total Collected                 | 609.66           | 609.41           |
| Debt Service                    |                  |                  |
| Fund 975 Ending Balance         | 15,784.76        | 16,394.17        |



## MINUTES

### **2019 FRANKLIN COUNTY; BRICE ROAD TIRC WEDNESDAY, JULY 18, 2019**

**PLACE: 2<sup>nd</sup> FLOOR, MAIN CONFERENCE ROOM  
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

#### 1. Jo Ellen Cline, Franklin County Auditor's Office

Jo Ellen called the meeting to order at 4:02 pm.

Present: Jo Ellen Cline, Kelly Washington, Tammira Miller, Jason Nicodemus, Pat Mahaffey, Joni Crawford, Stephen Cicak, Jed Hood, Andrew Bowsher and Melissa Butler

#### 2. Approval of 2018 Minutes

*Stephen Cicak made a motion to approve the Minutes, seconded by Jed Hood; nine affirmative votes, one abstain, no negative votes; Minutes stand approved as submitted*

#### 3. Brice Road TIF

Mr. Bowsher: This was done as a debt service for infrastructure on Brice Rd. to include streetscapes as well as lighting. This is still in good standing and will continue to be paid until 12/01/2023. Home Depot and Walgreens are involved with this TIF.

Mr. Bowsher discussed the addition of two new TIF's along Main St., Brice Rd., and Broad St. that will be active as parcels become redeveloped.

*Stephen Cicak made a motion to accept the report of the Brice Road TIF, seconded by Andrew Bowsher; ten affirmative votes, no negative votes; the Motion carried.*

#### 4. Comments and Closing

Ms. Cline adjourned the meeting at 4:07 pm

11.a.d

Net TIF Collections

|                         | 1st Half<br>2018 | 2nd Half<br>2018 |
|-------------------------|------------------|------------------|
| Depot Settlement        | 0.00             | 134,715.69       |
| Home Depot 10% Rollback | 0.00             | 0.00             |
| Walgreens Settlement    | 74,671.18        | 75,621.19        |
| Walgreens 10% Rollback  | 0.00             | 0.00             |
| Gross Collection        | 74,671.18        | 210,336.88       |

|                                 |           |            |
|---------------------------------|-----------|------------|
| Less:                           |           |            |
| Aud/Treas Fees                  | 844.00    | 2,363.07   |
| Delinquent Tax Collection ( 5%) | 73,827.18 | 207,973.81 |

Net Distribution

|                                |        |        |
|--------------------------------|--------|--------|
| Effective Class II % to School | 60.24% | 60.24% |
|--------------------------------|--------|--------|

Subaccounts

|                            |           |            |
|----------------------------|-----------|------------|
| School Revenue Account     | 44,473.49 | 125,283.42 |
| Public Improvement Account | 29,353.69 | 82,690.39  |
|                            | 73,827.18 | 207,973.81 |

Distribution to Schools

|                                           | 1st Half<br>2018 | 2nd Half<br>2018 |
|-------------------------------------------|------------------|------------------|
| Beginning Balance Owed to Schools         | -0.01            | 0.00             |
| Funds Deposited in School Revenue Account | 44,473.49        | 125,283.42       |
| Paid To Schools                           | 44,473.49        | 125,283.42       |
| Ending Balance Owed to Schools            | 0.00             | 0.00             |

Fund 971 (Brice - Main TIF)

|                                  | 1st Half<br>2018 |            |
|----------------------------------|------------------|------------|
| Fund 971 Beginning Balance       | 17,845.62        | 42,936.76  |
| Total Collected                  | 73,827.18        | 207,973.81 |
| Debt Service paid for 2003 Bonds | 4,262.75         | 89,262.75  |
| Paid To Schools                  | 44,473.49        | 125,283.42 |
| Fund 971 Ending Balance          | 42,936.56        | 36,364.40  |

Franklin  
City

FRANKLIN CITY



## MINUTES

### **2019 FAIRFIELD COUNTY; TAYLOR SQ. TIRC WEDNESDAY, JULY 17, 2019**

**PLACE: 2<sup>nd</sup> FLOOR, MAIN CONFERENCE ROOM  
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

**1. Jon Slater, Fairfield County Deputy Auditor**

Mr. Slater called the meeting to order at 3:32pm

Present: Jon Slater, Ed Laramée, Holly Mattei, Tammira Miller, James Hood, Joni Crawford, Stephen Cicak, Loudan Klein, Rick Szabrak, Andrew Bowsher, and Melissa Butler

**2. Approval of 2018 Minutes**

*James Hood made a motion to approve the Minutes, seconded by Richard Szabrak; eleven affirmative votes, no negative votes; Minutes stand approved as submitted.*

**3. Taylor Square TIF**

Mr. Bowsher: This is the last year of this TIF. Some of the updates in the area are the Starbucks going in between Walgreens and Fifth Third Bank and two additional outparcels in front of the Wal-Mart are being negotiated. We did meet with Drury Inn and they seem to have found a potential tenant for their out parcel and will be looking for additional tax abatements in the future. This is the last year of the TIF.

*Andrew Bowsher made a motion to accept the report of the Taylor Square TIF, seconded by Loudan Klein; eleven affirmative votes, no negative votes; the Motion carried.*

**4. Comments and Closing**

Mr. Slater adjourned the meeting at 3:46 pm.

# TAYLOR SQUARE TAX INCREMENT FINANCING

11.a.f

| Phase I and II           | 1st Half<br>2018  | 2nd Half<br>2018  |
|--------------------------|-------------------|-------------------|
| Total Phase I Collected  | 424,971.40        | 543,107.47        |
| Total Phase II Collected | 296,404.94        | 286,748.26        |
| <b>TOTAL COLLECTED</b>   | <b>721,376.34</b> | <b>829,855.73</b> |

|                                |        |        |
|--------------------------------|--------|--------|
| Effective Class II % to School | 66.40% | 66.40% |
|--------------------------------|--------|--------|

| Subaccounts             | 1st Half<br>2018  | 2nd Half<br>2018  |
|-------------------------|-------------------|-------------------|
| Phase I Reserve         |                   |                   |
| Phase I Debt Service    | 424,971.40        | 543,107.47        |
| Phase II School Revenue | 196,812.88        | 190,400.84        |
| Phase II Debt Service   | 99,592.06         | 96,347.42         |
|                         | <b>721,376.34</b> | <b>829,855.73</b> |

| Fund 970 (TIF)                       | 1st Half<br>2018 | 2nd Half<br>2018 |
|--------------------------------------|------------------|------------------|
| Fund 970 Beginning Balance           | 1,145,003.27     | 151,267.88       |
| Total Collected                      | 721,376.34       | 829,855.73       |
| Paid To Schools                      | -1,146,436.47    | -190,400.84      |
| Transferred to Debt Service          | -568,675.26      |                  |
| Debt Payments paid from Tax Revenues | 0.00             | 0.00             |
| Fund 970 Ending Balance              | 151,267.88       | 790,722.77       |
| Fund 970 reserve                     |                  |                  |

| Payments to School District                     | 1st Half<br>2018 | 2nd Half<br>2018  |
|-------------------------------------------------|------------------|-------------------|
| Phase II School Revenue (30 days after receipt) | 196,812.88       | 190,400.84        |
| Annual Balance (30 days after calendar year)    |                  | <b>595,343.08</b> |

Attachment: Financial Documents (TIRC Renewals)

Fairfield

## **Development Department**

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

### **RESOLUTION REQUEST**

---

**DATE:**           **October 14, 2019**

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

**RE:**             **Special Exemption for Alcohol in Huber Park for Chamber Event**

---

Approval:

|                           |                       |               |
|---------------------------|-----------------------|---------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Stephen Cicak |
|---------------------------|-----------------------|---------------|

Requesting authorization to waive the provision for Section 971.16 of the ORC for the Annual Chamber of Commerce Silent Auction to be held at the Reynoldsburg Senior Center. The Reynoldsburg Area Chamber of Commerce will apply for the permit from the Ohio Department of Commerce. The Reynoldsburg Area Chamber of Commerce will also have a Reynoldsburg Police Officer on the premises for the duration of the event. The date is scheduled for November 21, 2019.

**WHEREAS**, the 2019 annual Chamber of Commerce Silent Auction will be held on Thursday, November 21, 2019; and

**WHEREAS**, the Reynoldsburg Chamber of Commerce wishes to apply for an F-2 Liquor Permit from the Ohio Department of Commerce, which would allow non-profit organizations to sell beer, wine and spirituous liquor by the drink for an event; and

**WHEREAS**, Section 971.16 of the Reynoldsburg Codified Ordinances states: “No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage” and “No person in a

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

park shall consume, possess or display the presence of any alcoholic beverage in a park.”

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances that no person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess or display the presence of any alcoholic beverage in a park is hereby waived for this event on November 21, 2019.

SECTION 2. That upon adoption by Council this Resolution shall be in effect immediately following the signature of the Mayor.

## **Development Department**

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

### **ORDINANCE REQUEST**

---

**DATE:**           **October 14, 2019**

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

**RE:**             **RENEWAL OF TAYLOR ROAD TIF**

---

Approval:

|                           |                     |                            |
|---------------------------|---------------------|----------------------------|
| Completed<br>Brad McCloud | Skipped<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|---------------------|----------------------------|

WHEREAS, Ohio Revised Code (ORC) Sections 5709.40, 5709.42, and 5709.43 (collectively, the TIF Act) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1 pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Reynoldsburg City School District and the Eastland Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the Parcels, with each individual parcel a Parcel/).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the Public Infrastructure Improvements) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of 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 hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 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 exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC Sections 3735.65 et. seq. or 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes 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 collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, Service Payments). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended

## **Development Department**

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**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

from time to time, or any successor provisions thereto as the same may be amended from time to time (Property Tax Rollback Payments), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC Section 5709.43, the 30 year extension of the Taylor Square TIF Municipal Public Improvement Tax Increment Equivalent Fund (TIF Fund), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC Section 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

- a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.
- b. To the City, all remaining amounts for further deposit 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.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

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

ORDINANCE NO. \_\_-19

PASSED: \_\_\_\_\_

DECLARING THE EXTENSION AND IMPROVEMENT TO CERTAIN PARCELS ALONG THE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Reynoldsburg City School District and the Eastland Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “*Parcels*”, with each individual parcel a “*Parcel*”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the “*Public Infrastructure Improvements*”) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of 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 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 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 exemption provided by this

ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. or ORC 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes 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 collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 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.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the 30 year extension of the Taylor Square TIF Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit 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.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

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 121.22.

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

\_\_\_\_\_  
Doug Joseph, President of Council

ATTEST: \_\_\_\_\_  
April L. Beggerow, Clerk of Council

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
Bradley L. McCloud, Mayor

#### CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. \_\_\_\_ as passed by Council of said City on the \_\_\_\_ day of \_\_\_\_\_ and as recorded in the Record of Proceedings of said Council.

\_\_\_\_\_  
April L. Beggerow, Clerk of Council

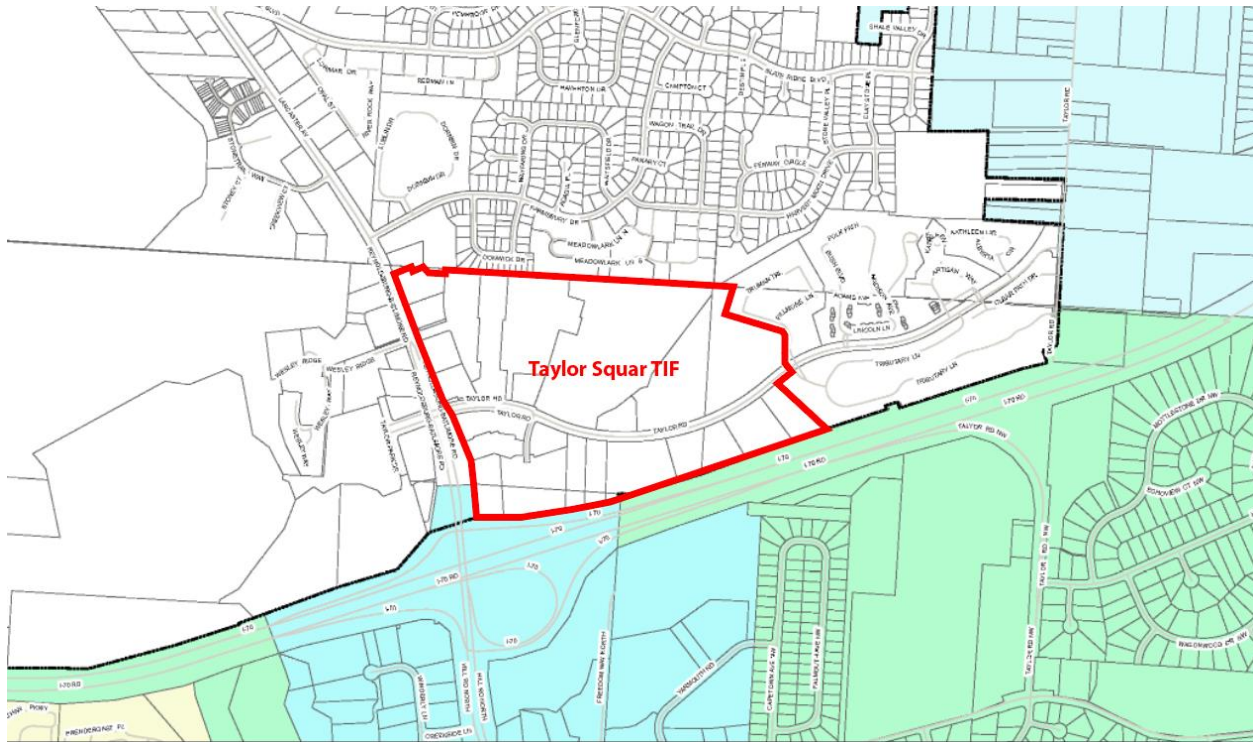
Filed with Mayor: \_\_\_\_\_

Published: \_\_\_\_\_

# **EXHIBIT A** **IDENTIFICATION AND MAP OF THE PARCELS**

The following map specifically identifies and depicts the Parcels (outlined in red) and constitutes part of this Exhibit A.

[attached]



Attachment: TIF Ordinance (Taylor Square) (Taylor Square TIF Renewal)



## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, without limitation, construction of traffic control signals at serving the Taylor Square Shopping Center.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including,

but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

## **Development Department**

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

### **ORDINANCE REQUEST**

---

**DATE:**           **October 14, 2019**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Agreement with ODOT for USR 40 (Licking County) Road  
Improvements in 2020**

---

Approval:

|                           |                     |                            |
|---------------------------|---------------------|----------------------------|
| Completed<br>Brad McCloud | Skipped<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|---------------------|----------------------------|

ODOT will provide survey, engineering design and construction for U. S. Route 40 improvements in Licking County. The proposed improvements include reclamation of the existing pavement section, roadside grading to establish positive drainage, and asphalt repaving. The City's portion of the work will total \$125k. This amount will be allocated in 2020.

WHEREAS, the City of Reynoldsburg, Licking County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project; and

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

WHEREAS, the LPA agrees to bear one hundred percent (100%) of the cost of those features requested by the LPA, which are determined by the state and Federal Highway Administration to be unnecessary for the Project; and

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

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

WHEREAS, the City's portion of the project is estimated to be \$125,000.00 to be allocated in 2020.

WHEREAS, the City of Reynoldsburg agrees, upon completion of the Project, to maintain the roadway and public rights-of-way.

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

WHEREAS, the City of Reynoldsburg, Licking County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project; and

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

WHEREAS, the LPA agrees to bear one hundred percent (100%) of the cost of those features requested by the LPA, which are determined by the state and Federal Highway Administration to be unnecessary for the Project; and

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

WHEREAS, the City's portion of the project is estimated to be \$125,000.00 to be allocated in 2020.

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

WHEREAS, the City of Reynoldsburg agrees, upon completion of the Project, to maintain the roadway and public rights-of-way.

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

Section 1. The Reynoldsburg City Council is hereby in support of the Ohio Department of Transportation (ODOT) for the resurfacing project and other related improvements for US Route 40 in 2020.

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

Section 3. The LPA agrees to pay one hundred percent (100%) of the cost of those features requested by the LPA, which are determined by the state and Federal Highway Administration to be unnecessary for the Project.

Section 4. The City of Reynoldsburg agrees that all rights-of-way required for the described Project will be acquired and/or made available in accordance with current state and federal regulations. The LPA also understands that rights-of-way costs include eligible utility costs. The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

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

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

Section 6. That upon adoption by Council, this Ordinance shall be in effect following the signature of

the Mayor.



## OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

## District 5

9600 Jacksontown Rd., Jacksontown, OH 43030

740-323-4400

transportation.ohio.gov

May 20, 2019

Mr. Keith Kundtz,  
Street Superintendent  
7232 East Main Street  
Reynoldsburg, Ohio 43068

Re: Preliminary Legislation for Lic-US 40-00.00, PID 93109

Dear Mr. Kundtz:

The Ohio Department of Transportation has determined that Preliminary Legislation is required for the following proposed actions:

**Resurfacing and related work on US 40 within Reynoldsburg. median barrier, lighting, drainage system, guardrail and overhead signs. Improving vertical clearance issues on overhead bridges and bridge deck replacement and any local requirements the City decides to fund and requests to be included This work will be performed as part of PID 93109, Lic-US 40-00.00.**

Since the proposed action will be associated with the Reynoldsburg City Council, attached is one (1) set of Preliminary Legislation documents. Please review these documents, and if they meet your approval, please submit to the Reynoldsburg City Council for execution as soon as possible.

After the Preliminary Legislation has been executed, please return two original signed sets of the documents to this office by **July 22, 2019** for completion. If further information is required, please contact Sue Thomas at (740) 323-5183 or by email at [Sue.Thomas@dot.state.oh.us](mailto:Sue.Thomas@dot.state.oh.us).

Respectfully,

Sue Thomas  
Ohio Department of Transportation  
District 5 Capital Programs

Attachment (1)

Cc: File

Attachment: PID 93109 LIC-US 40-00.00 Preliminary Legislation (003) (Route 40 - Licking County Improvements)

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

PID 93109

**PRELIMINARY LEGISLATION**

Rev. 6/26/00

**Ordinance/Resolution#** \_\_\_\_\_  
**Lic-US 40-00.00**

The following is \_\_\_\_\_ enacted by the Reynoldsburg City Council  
 (Ordinance/Resolution) (Local Public Agency)  
 of Licking County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter  
 of the stated described project.

**SECTION I - Project Description**

WHEREAS, the LPA/STATE has identified the need for the described project:

Resurfacing and related work on US 40 within Reynoldsburg.

NOW THEREFORE, be it ordained by the Reynoldsburg City Council of Licking County, Ohio  
 (LPA)

**SECTION II - Consent Statement**

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

**SECTION III - Cooperation Statement**

The LPA agrees to pay One Hundred Percent (100%) of the cost of those features requested by  
 the LPA which are determined by the State and Federal Highway Administration to be  
 unnecessary for the Project.

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or  
 made available in accordance with current State and Federal regulations. The LPA also  
 understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with  
 the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Attachment: PID 93109 LIC-US 40-00.00 Preliminary Legislation (003) (Route 40 - Licking County Improvements)

PID 93109

**SECTION V - Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The \_\_\_\_\_ of said Reynoldsburg City Council is hereby empowered on

(Contractual Agent)

(LPA)

behalf of the Reynoldsburg City Council to enter into contracts with the Director of  
(LPA)

Transportation necessary to complete the above described project.

Passed: \_\_\_\_\_, 2 \_\_\_\_\_.  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Officer of LPA - title)

Attested: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(President of Council)

This \_\_\_\_\_ is hereby declared to be an emergency measure to expedite the  
(Ordinance/Resolution)

highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID 93109

CERTIFICATE OF COPY  
STATE OF OHIO

Reynoldsburg City Council of Licking County, Ohio  
(LPA)

I, \_\_\_\_\_, as Clerk of the Reynoldsburg City Council  
(LPA)  
of Licking County, Ohio, do hereby certify that the foregoing is a true and correct copy of  
\_\_\_\_\_ adopted by the legislative Authority of the said  
(Ordinance/Resolution)  
Reynoldsburg City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_,  
(LPA)  
that the publication of such \_\_\_\_\_ has been made and certified of  
(Ordinance/Resolution)  
record according to law; that no proceedings looking to a referendum upon such  
\_\_\_\_\_ have been taken; and that such \_\_\_\_\_  
(Ordinance/Resolution)

(Ordinance/Res  
olution)

and certificate of publication thereof are of record in \_\_\_\_\_, Page \_\_\_\_\_ .  
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if  
applicable, this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.

\_\_\_\_\_  
Clerk

(SEAL) Reynoldsburg City Council of Licking County, Ohio.  
(If Applicable) (LPA)

The foregoing is accepted as a basis for proceeding with the project herein described.  
For the Reynoldsburg City Council of Licking County, Ohio  
(LPA)

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation

Attachment: PID 93109 LIC-US 40-00.00 Preliminary Legislation (003) (Route 40 - Licking County Improvements)

## **Development Department**

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

### **ORDINANCE REQUEST**

---

**DATE:**           **October 14, 2019**

**TO:**             **Public Service and Transportation Committee**

**RE:**             Contract Authorization for 2020 Street Improvement Program

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

EMH&T will provide survey, engineering design and assistance with bidding for the 2020 street maintenance program. The proposal and estimated probable construction cost is attached. Streets designated for improvement are:

Taylor Mills

Andrea Place

Deerfield Court

Stouder Drive

Wayfaring Drive

Featherleaf Court

Wayfaring Court

Priestley Drive (Taylor Road to Franklin County line)

Lininck Drive

Bergenia Drive

Fallriver (near Lindbrook Court)

## **Development Department**

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

Crofton Place

Acadia Place

Requesting \$52,804.00 from unappropriated Capital Improvements Fund (410) and appropriated to

is 410.000.0174.5651 2020 Street Program Street Resurfacing.

WHEREAS, the Street Department is requesting authorization to request EMH&T to complete surveying, engineering design and bid documents in preparation of the 2020 street improvement projects; and

WHEREAS, Council has appropriated funds in the 2019 budget to replace authorized this expenditure; and

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

SECTION 1. That EMH&T is hereby authorized and directed to conduct surveying, design engineering and bidding services for the 2020 Street Program.

SECTION 2. That an amount of \$52,804.00 in unappropriated Capital Improvements (CIP) Fund (410) be and is hereby appropriated to account number 410.000.0174.5651 Street Resurfacing.

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

July 9, 2019

Mr. Keith Kundtz  
Street Superintendent  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, OH 43068

**Subject: 2020 Reynoldsburg Street Maintenance Program  
Proposal for Engineering and Bidding Services**

Dear Mr. Kundtz:

EMH&T is pleased to submit our proposal for engineering and bidding services for the City's 2020 Street Maintenance Program. This scope of services includes detailed evaluation, cost estimates, program exhibits, specifications, and bidding services for the street segments that have been identified by the City.

Based on our previous discussions with the Service Department Staff, we prepared a street list and budget for the 2020 roadway projects, which is attached to this proposal. Fieldwork, construction documents, and bidding services for the items that fall under the 2020 Street Program heading are included in this fee proposal. Please note that the Davidson Drive Improvement will be a separate set of plans, which is being prepared under a separate proposal.

The preliminary estimated costs presented in the attached table are based on recent street program bids.

**SCOPE OF SERVICES**

The Scope of Services for this improvement will be broken up into the following two parts:

**1. Street Resurfacing Program**

- a. Conduct kick-off and progress meetings with the City throughout the design phase.
- b. Gather necessary field data and measurements to create an estimate of quantities and cost estimate for each street.
- c. Assess the curb ramps on candidate streets for ADA compliance and evaluate the costs associated with curb ramp replacement.
- d. Perform pavement cores on candidate streets to assess their current thickness and condition (subconsultant service, DHDC, Inc.).
- e. Prepare engineering quantity and cost estimates for the City's review and approval.
- f. Develop street program exhibits for bidding purposes.
- g. Prepare detailed construction specifications.

**2. Bidding Services**

- a. Prepare 15 sets of bidding documents and publish the notice to contractors
- b. Respond to any requests for information from bidders during the bidding process
- c. Attend bid opening
- d. Prepare bid tab, award recommendation and conformed copies of the contract documents

**EXCLUSIONS:**

1. Topographic survey. The street program will be characterized and bid using GIS exhibits with an aerial photo background.
2. Subsurface evaluations besides the pavement thickness cores.
3. Construction phase services. A follow-on proposal for construction administration and on-site representation will be prepared and submitted to the City following bidding.

**SCHEDULE**

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. Assuming authorization is granted in September of 2019, we anticipate that the project can be bid in January 2020.

**FEE**

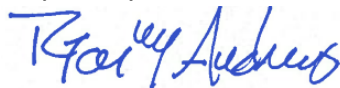
These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the Fee Summary table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

**EMH&T SERVICES FEE SUMMARY**

| <b>Description of Service/Task</b> | <b>Fee</b>                |
|------------------------------------|---------------------------|
| 1. Resurfacing Program             | \$48,284.00               |
| 2. Bidding Services                | \$4,400.00                |
| <b><u>PROJECT TOTAL FEE</u></b>    | <b><u>\$52,804.00</u></b> |

If this description and estimated fee meet with your approval, please authorize with your signature below. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

cc: Andrew Bowsher, Director of Development

Attachment: 2020 Street Project List/Budget

2020 Street Maintenance Program – Program Development and Bidding  
Services  
City of Reynoldsburg

Page 3 of 3

**Acceptance and Authorization to Proceed:**

\_\_\_\_\_  
Authorized Signature/Date

\_\_\_\_\_  
PO Number/Date

\_\_\_\_\_  
Print Name

Attachment: Proposal-2020 Street Maintenance Program 7.9.19 (2020 Street Program)

**CITY OF REYNOLDSBURG**  
**Proposed 2020 Roadway Projects**

| Street Name                                                   | Limits                              | Area (S.Y.)         | Estimated Total<br>Project Cost | Funding Sources              |              |            |
|---------------------------------------------------------------|-------------------------------------|---------------------|---------------------------------|------------------------------|--------------|------------|
|                                                               |                                     |                     |                                 | General Fund /<br>Storm Fund | TIF          | Permissive |
| Street Maintenance Program                                    |                                     |                     |                                 |                              |              |            |
| Taylor Mills Drive                                            | All                                 | 4045                | \$ 101,125                      | \$ 101,125                   |              |            |
| Taylor Mills Place                                            | All                                 | 9100                | \$ 227,500                      | \$ 227,500                   |              |            |
| Andrea Place                                                  | All                                 | 1475                | \$ 36,875                       | \$ 36,875                    |              |            |
| Deerfield Court                                               | All                                 | 785                 | \$ 19,625                       | \$ 19,625                    |              |            |
| Stouder Drive                                                 | E. Livingston Ave. to Penick Drive  | 8060                | \$ 201,500                      | \$ 201,500                   |              |            |
| Wayfaring Drive                                               | Donwick Dr. to Farmsbury Dr.        | 3250                | \$ 81,250                       | \$ 81,250                    |              |            |
| Featherleaf Court                                             | All                                 | 1180                | \$ 29,500                       | \$ 29,500                    |              |            |
| Wayfaring Court                                               | All                                 | 1070                | \$ 26,750                       | \$ 26,750                    |              |            |
| Taylor Road S/W                                               | Rey.-Baltimore Rd. to Taylor Road   | 25725               | \$ 643,125                      |                              | \$ 643,125   |            |
| Priestly Drive                                                | Taylor Road to Franklin County Line | 26' Section - 4800  | \$ 451,000                      | \$ 451,000                   |              |            |
|                                                               |                                     | 36' Section - 13240 |                                 | \$ -                         |              |            |
| Linick Drive                                                  | All                                 | 3150                | \$ 78,750                       | \$ 78,750                    |              |            |
| Bergenia Drive                                                | All                                 | 6345                | \$ 158,625                      | \$ 158,625                   |              |            |
| Fallriver Drive                                               | All                                 | 7590                | \$ 189,750                      | \$ 189,750                   |              |            |
| Crofton Place                                                 | All                                 | 3305                | \$ 82,625                       | \$ 82,625                    |              |            |
| Acadia Place                                                  | All                                 | 1585                | \$ 39,625                       | \$ 39,625                    |              |            |
| Taylor Road                                                   | All                                 | 58000               | \$ 1,600,000                    | \$ 193,125                   | \$ 1,156,875 | \$ 250,000 |
| 2020 Street Program Subtotal =                                |                                     |                     | \$ 3,967,625                    | \$ 1,917,625                 | \$ 1,800,000 | \$ 250,000 |
| Davidson Drive Reconstruction                                 |                                     |                     |                                 |                              |              |            |
| Davidson Drive                                                | All                                 | 6900                | \$ 2,050,000                    | \$ 2,050,000                 |              |            |
|                                                               |                                     |                     | \$ 6,017,625                    | \$ 3,967,625                 | \$ 1,800,000 | \$ 250,000 |
| Licking Co. Permissive Tax Available Balance is \$415,000+/-  |                                     |                     |                                 |                              |              |            |
| Franklin Co. Permissive Tax Available Balance is \$370,000+/- |                                     |                     |                                 |                              |              |            |
| Taylor Road TIF Balance is \$1,800,000+/-                     |                                     |                     |                                 |                              |              |            |

Attachment: Proposal-2020 Street Maintenance Program 7.9.19 (2020 Street Program)

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **October 14, 2019**

**TO:**             **Finance and Administration Committee**

**RE:**             **Novatime Technology, Inc. 36-Month Contract**

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

This legislation will allow for more efficient payroll processing, time keeping, and compliance of the Fair Labor Standards Act by allowing our supervisors to track overtime, meals and rest periods. This will provide for One Clock at the Street Barn and Two Clocks for Water Department and Park and Recreation respectively. All Departments will have access to an online time keeping program. The approval of this contract will allow for the installation, set up and testing. The Goal is to be ready for the first pay period of 2020. A 36-month agreement ensures the lowest Per Employee Per Month (PEPM) rate.

Appropriate \$5500.00 to Acct 110.545.5339 (Misc Contract Services) from the Unappropriated General Fund

WHEREAS, the City Auditor of Reynoldsburg has determined the need for a more efficient payroll processing and time keeping software system; and

WHEREAS, the Auditor has determined that the Novatime Technology software system is the optimum system; and

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

WHEREAS, the Novatime system will bring the City into compliance with the Fair Labor Standards Act by allowing supervisors to track overtime, meals and rest periods more effectively; and

WHEREAS, this system will provide for one time clock at the street department and two clocks at the water department/Parks and Recreation departments respectively; and

WHEREAS, this software will allow for online access to the time keeping program; and

WHEREAS, the cost of this new Novatime software is \$5,500.00 with an estimated annual fee of \$12,000.00.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a 36 -month contract with Novatime Technology, Inc. for payroll and timekeeping software.

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

SECTION 2. That \$5,500.00 be unappropriated from the General Fund to account 110.545.5339 Miscellaneous Contract Services.

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



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

[sales@andrewstechnology.net](mailto:sales@andrewstechnology.net)

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



11.f.a

## RENTAL ORDER FORM

|                                                                                                                                    |                                                           |                   |                                                                                        |  |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------|----------------------------------------------------------------------------------------|--|
| <b>Invoice To:</b>                                                                                                                 | City of Reynoldsburg                                      | <b>Hosted By:</b> | Vendor                                                                                 |  |
| <b>Ship To:</b>                                                                                                                    | TBD                                                       | <b>Terms:</b>     | 60 Mo. Term; Deposit = One Time Implementation Fee, Plus First and Last Months Payment |  |
| <b>Account Executive:</b>                                                                                                          | Lauren Self                                               |                   |                                                                                        |  |
| <b>Qty</b>                                                                                                                         | <b>Description</b>                                        | <b>Item</b>       | <b>Monthly</b>                                                                         |  |
|                                                                                                                                    | <b>Novatime Web-Based Time &amp; Attendance System</b>    |                   |                                                                                        |  |
| 3                                                                                                                                  | NT7000 Biometric Finger Terminal                          | \$110             | \$330                                                                                  |  |
| 3                                                                                                                                  | Power over Ethernet or WiFi Module                        | Included          | Included                                                                               |  |
| 120                                                                                                                                | Novatime Web-Based Time & Attendance Software             | 3.20              | 384                                                                                    |  |
| 120                                                                                                                                | Employee Web Services (PC Entry & Mobile Application)     | Included          | Included                                                                               |  |
| 30                                                                                                                                 | Supervisor Module: Approval/Reporting/Review/Modification | 5                 | 150                                                                                    |  |
| 1                                                                                                                                  | <b>New World Payroll Interface (Guaranteed Interface)</b> | Included          | Included                                                                               |  |
| 1                                                                                                                                  | Electronic In-Out Board                                   | Included          | Included                                                                               |  |
| 1                                                                                                                                  | Labor Tracking (Activity Based Reporting - 8 Levels)      | Included          | Included                                                                               |  |
| 1                                                                                                                                  | Standard Supply & Demand Scheduling Module                | Included          | Included                                                                               |  |
| 1                                                                                                                                  | Accrual Module (Vacation, Sick, Personal, etc.)           | Included          | Included                                                                               |  |
| 1                                                                                                                                  | <b>Notification Module</b>                                | Included          | Included                                                                               |  |
| 120                                                                                                                                | Optional Module: Archive (for beyond 3 years reporting)   | 0.50/ee/mo        | TBD                                                                                    |  |
|                                                                                                                                    | Implementation                                            |                   | See Below                                                                              |  |
|                                                                                                                                    | Software Annual Maintenance                               | \$1,800/yr        | 1st Yr Free                                                                            |  |
|                                                                                                                                    | Hardware Annual Maintenance                               |                   | Included                                                                               |  |
|                                                                                                                                    | Vendor Hosting Fee                                        | Included          | Included                                                                               |  |
|                                                                                                                                    | Sales Tax                                                 |                   | TBD                                                                                    |  |
|                                                                                                                                    | <b>Monthly Total</b>                                      |                   | <b>\$864</b>                                                                           |  |
| <b>One Time Implementation Fees</b>                                                                                                |                                                           |                   |                                                                                        |  |
|                                                                                                                                    | Initial Planning Session                                  | Included          |                                                                                        |  |
|                                                                                                                                    | Rules Questionnaire Assistance                            | Included          |                                                                                        |  |
|                                                                                                                                    | Install Novatime Web-Based Software                       | Included          |                                                                                        |  |
|                                                                                                                                    | Install Employee Files & Payroll Rules                    | Included          |                                                                                        |  |
|                                                                                                                                    | <b>Unlimited Administrative/Supervisor Training</b>       | Included          |                                                                                        |  |
|                                                                                                                                    | Program Hardware (Customer to Install)                    | Included          |                                                                                        |  |
|                                                                                                                                    | System Test/Go Live                                       | Included          |                                                                                        |  |
|                                                                                                                                    | <b>Total One-Time Fees</b>                                | <b>\$3,585</b>    |                                                                                        |  |
| <b>Note:</b> All monthly customers must be current on Annual Maintenance, otherwise they will be subject to suspension of service. |                                                           |                   |                                                                                        |  |

Attachment: City of Reynoldsburg - Novatime 5000 SaaS (Novatime Technology, Inc. Contract)

Agreement will automatically renew unless customer provides 90 days written notice prior to 60 mo. anniversary of date executed below.

All components of this Agreement/Order Form may be assigned by Andrews Technology.

Customer Authorization \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Andrews Technology HMS, Inc. \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



# Workforce Management Time & Attendance Solution

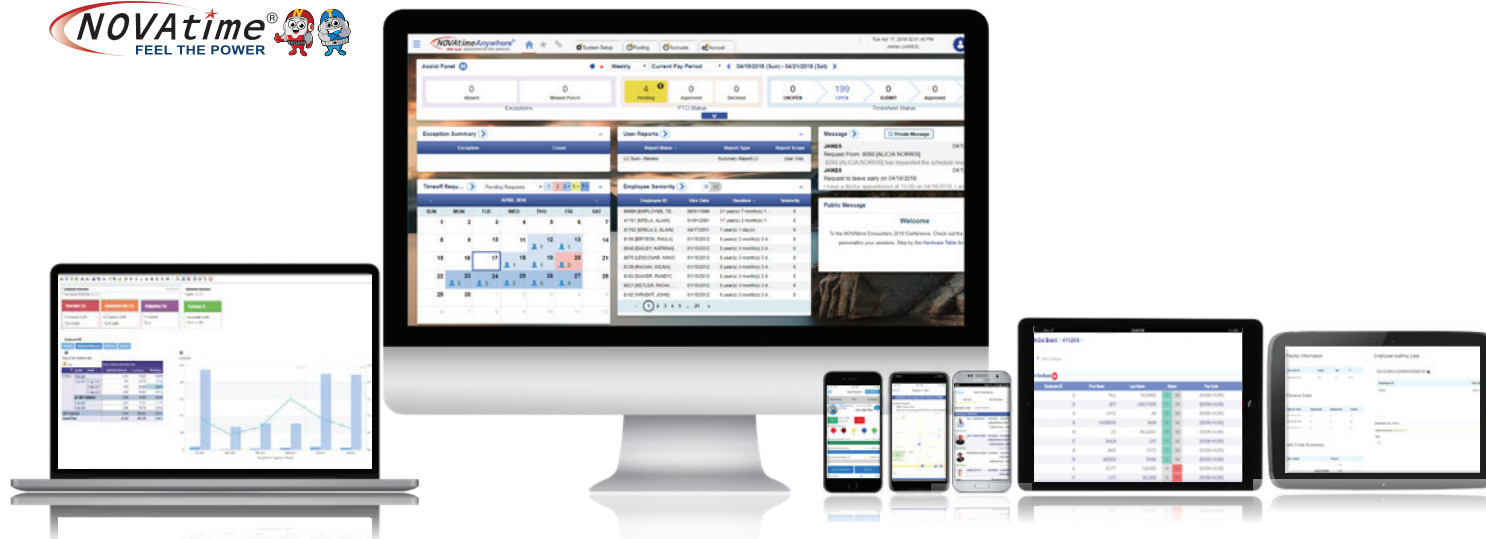
**Desired Outcomes, Delivered**



Attachment: LIT-NOVASAAS (Novatime Technology, Inc. Contract)



- Operational excellence through Business Intelligence (BI) analytics
- 100% User adoption
- Highly configurable
- Recurring ROI
- Increased employee engagement



## About NOVAtime

For NOVAtime Technology, Inc., 2019 marks 20 years dedicated to delivering innovative solutions in the Workforce Management / Time & Attendance industry. Today, our Software as a Service (SaaS) solution continues our rich tradition by combining a breadth of pay/work rules to support even the most complex organizations, while delivering ease of use that is unmatched in the industry.

Over 20,000 clients benefit from our cost-effective solution. We are proud to provide solutions for all vertical markets and clients with over 100,000 employees. With compliance at the core of our offering, along with user-defined dashboards and reporting that allows for operational excellence, NOVAtime delivers your desired outcomes!

- Time & Attendance
- Scheduling
- BI Reporting
- Attendance Tracking
- Accrual Management
- Leave Management
- Expense Reporting
- In/Out Board
- Pay-Per-Performance





## Minimize Compliance Risk

With labor laws constantly changing, it is imperative that your Workforce Management solution remains current. Thanks to NOVAtime's flexible, easily configured rules engine, adjustments can quickly be launched to help ensure compliance with complex local, state, and federal laws, as well as internal documented policies, now and in the future.

### Avoid Fair Labor Standards Act (FLSA) and Wage & Hour Lawsuits

Standard features within NOVAtime allow you to track overtime, meal/rest periods, and expenses so your organization can avoid common FLSA and Wage & Hour lawsuits. We support:

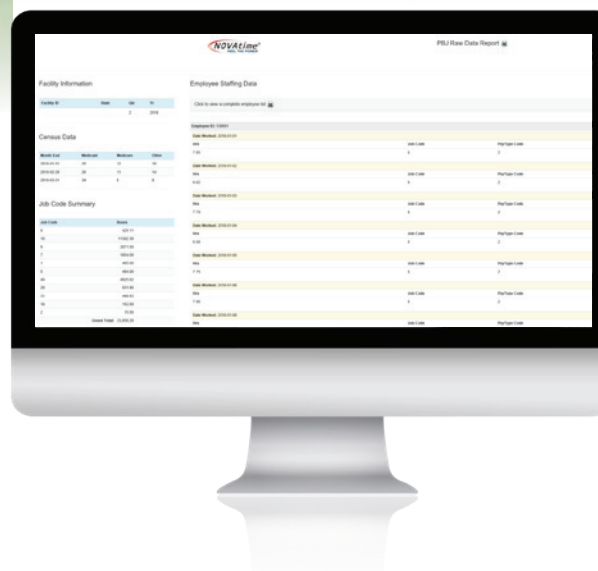
- Management of all employee categories
- Complex overtime and pay-per-performance calculations
- Fully configurable meals and breaks by shift, with penalties for user-defined policy violations



# Affordable Care Act

## Comply with the Payroll-Based Journal (PBJ) Electronic Reporting for Long-Term Care Facilities

NOVAtime supports Section 6106 of the Affordable Care Act that requires long-term care facilities to electronically submit direct care staffing statistics based on payroll and other auditable data.



## Comply with the Affordable Care Act

NOVAtime's PPACA module allows organizations to effectively monitor employee work statuses, fully supporting:

- Accurate determination of full-time equivalency (FTE)
- Definition of Startup, Initial Measurement, Administration, and Stability periods for all employees (safe harbor methods included)
- Full on-screen and offline reporting





## Accruals and Leave Management

### Stay in Compliance with Perpetually Changing Local and State Sick Leave Laws

The system supports:

- Configurable accrual calculations based on bargaining units, standard grants, minimum worked requirements, and seniority
- Real-time leave validation
- User-defined limits and qualifying conditions
- Carryover limits and cascading leave

### Fully Automated Leave Request Management

NOVAtime's Leave Management module allows organizations to achieve streamlined, workflow-enabled management of leave events and fully automated, closed-loop compliance:

- Self-service or on employee behalf leave request
- Online, editable FMLA forms
- Annual and rolling balance reset
- Real-time eligibility display
- Concurrent PTO deductions
- Continuous, intermittent, and reduced hours leave
- User-defined compliant workflows
- Workflow email notifications and reminders
- Dashboard open case status gadget
- Document storage and history



Desired Outcomes, Delivered





## A Wide Variety of Time Clock Options

### Pay-Per-Performance

Our embedded calculations engine allows your organization to use performance compensation as a strategic tool to achieve higher levels of business performance. Our solution offers:

- Team production rate
- Individual production rate
- Overtime rate
- Minimum wage rate
- Issue resolution rate for call center teams

### Attendance Management

Streamline your process, monitor/manage your policies, and encourage exceptional attendance:

- Advisory documents
- Actionable review forms
- Dashboard highlights
- E-mail notifications

### Mobile Solutions

Full Supervisor and Employee functionality on the go:

- GPS location tracking
- Geo-fencing
- Expense management
- Absence management
- Submit and approve
- Crew labor costing

#### Wide Selection of Data Collection Devices





## Cost Control and Trusted Security

Labor is one the largest expenses an employer incurs, but it is controllable if the right automated Workforce Management tools are in place. Do not let the complexities that exist within your organization prevent you from achieving the proven ROI that you can expect from a cost-effective and highly adaptive solution.

NOVAtime manages the ongoing performance tuning, system updates, security, and the stability of the solution. We continually offer the highest level of quality and service built on leading-edge software and hardware infrastructure—this combined with the most flexible time entry options in the industry ensures a complete Workforce Management solution for your entire organization!

### Less IT Management

- Unmatched reliability and performance
- Efficient deployment
- No additional hardware
- SSAE18 Type II certified data center with redundancy

### Budget Friendly

- Fixed-price implementation
- Locked-in per employee per month (PEPM) billing
- Low-cost clock rental

### Current & Secure

- Automatic updates/upgrades
- Application security certified
- SSAE18 Type II certified Tier III data centers; SOC 2 compliant Q3 2018

- Better user experience: responsive web page that scales on any device
- Better decision making: business intelligence dashboards and a robust notification engine



Desired Outcomes, Delivered

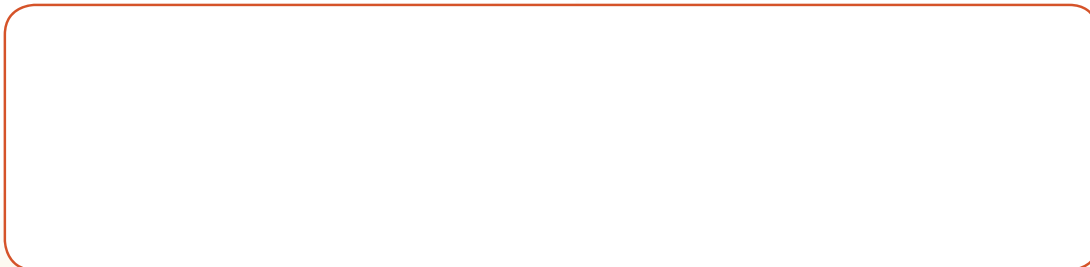




# The Elite Cloud-based Workforce Management Solution

## Feel the Power

Ask NOVAtime how our solutions  
are green and earth friendly



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**Packet Pg. 123**

**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: October 14, 2019****TO:****RE: Renewal of Employee Life, ADD and Disability Insurance**

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

WHEREAS, the City of Reynoldsburg has a contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability; and

WHEREAS, the previous contact with Mutual of Omaha Life Insurance Company expires on December 31, 2019; and

WHEREAS, the Mayor has requested that Council authorize him to execute a renewal of that contract, which is attached hereto as Exhibit A and incorporated herein by reference on behalf of the City of Reynoldsburg.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability beginning January 1, 2020 through January 1, 2022.

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

SECTION 2. That the contract is attached hereto as Exhibit A and incorporated herein on behalf of the City of Reynoldsburg.

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



## **Renewal Information and Exhibits**

Prepared For:

**City of Reynoldsburg**

Group ID: G000B9KT

Renewal Effective Date: January 1, 2020

Attachment: Mutual of Omaha renewal 2020 - 2021 (Life Insurance Renewal Mutual of Omaha)



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as City of Reynoldsburg's benefits provider. It has been our pleasure to provide City of Reynoldsburg with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for City of Reynoldsburg's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

**Renewal Contact Information**

Elizabeth Torok  
Renewal Executive  
Cincinnati Group Office  
513/448-3773  
Elizabeth.Torok@mutualofomaha.com



## CITY OF REYNOLDSBURG

### LIFE AND AD&D

Rate Guarantee Period - January 1, 2020 to January 1, 2022

Additional Value Added Services Included - Travel Assistance/Identity Theft Assistance

#### Life

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,431.56              | \$1,431.56              | \$0.00                         |

#### Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee Rate Basis - per \$1,000

| Lives | Volume       | Current Rate | Renewal Rate |
|-------|--------------|--------------|--------------|
| 149   | \$11,012,000 | \$0.130      | \$0.130      |

#### AD&D

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$220.24                | \$220.24                | \$0.00                         |

Employee Rate Basis - per \$1,000

| Lives | Volume       | Current Rate | Renewal Rate |
|-------|--------------|--------------|--------------|
| 149   | \$11,012,000 | \$0.020      | \$0.020      |



## CITY OF REYNOLDSBURG

### VOLUNTARY LIFE AND AD&D

Rate Guarantee Period - January 1, 2020 to January 1, 2022

#### Voluntary Life

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,615.87              | \$1,615.87              | \$0.00                         |

#### Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

#### Employee & Spouse Rate Basis - per \$1,000

| Age of Employee | Current Rate | Renewal Rate |
|-----------------|--------------|--------------|
| Less than 24    | \$0.06       | \$0.06       |
| 25-29           | \$0.08       | \$0.08       |
| 30-34           | \$0.09       | \$0.09       |
| 35-39           | \$0.11       | \$0.11       |
| 40-44           | \$0.18       | \$0.18       |
| 45-49           | \$0.30       | \$0.30       |
| 50-54           | \$0.50       | \$0.50       |
| 55-59           | \$0.78       | \$0.78       |
| 60-64           | \$1.21       | \$1.21       |
| 65-69           | \$2.18       | \$2.18       |
| 70-74           | \$3.90       | \$3.90       |
| 75-79           | \$6.43       | \$6.43       |
| 80-84           | \$13.04      | \$13.04      |
| 85-89           | \$13.04      | \$13.04      |
| 90-100          | \$13.04      | \$13.04      |

#### Child(ren) Rate Basis - per \$1,000

| Current Rate | Renewal Rate |
|--------------|--------------|
| \$0.16       | \$0.16       |

**Voluntary AD&D**

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$173.50                | \$173.50                | \$0.00                         |

**Employee & Spouse Rate Basis - per \$1,000**

| Current Rate | Renewal Rate |
|--------------|--------------|
| \$0.03       | \$0.03       |

**Child(ren) Rate Basis - per \$1,000**

| Current Rate | Renewal Rate |
|--------------|--------------|
| \$0.04       | \$0.04       |



## CITY OF REYNOLDSBURG

### SHORT-TERM DISABILITY

Rate Guarantee Period - January 1, 2020 to January 1, 2022

### STD

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,083.60              | \$1,083.60              | \$0.00                         |

### Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

| Lives | Volume   | Current Rate | Renewal Rate |
|-------|----------|--------------|--------------|
| 83    | \$49,255 | \$0.22       | \$0.22       |



## CITY OF REYNOLDSBURG

### LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2020 to January 1, 2022

### LTD

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,129.98              | \$1,129.98              | \$0.00                         |

### Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

| Lives | Volume    | Current Rate | Renewal Rate |
|-------|-----------|--------------|--------------|
| 83    | \$364,510 | \$0.31       | \$0.31       |

**Enrollment Rules for City of Reynoldsburg G000B9KT****Voluntary Life-**

The group does not have an annual open enrollment on the Voluntary Life coverage but they do have an annual increase option if the employee currently has Voluntary Life insurance with Mutual of Omaha. This means if the employee currently has Voluntary Life with Mutual of Omaha, they can increase their current coverage by \$10,000 or \$20,000 up to the guaranteed issue amount of \$100,000. If they want to add coverage for the first time, increase their current coverage greater than \$20,000, or elect an amount over \$100,000, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting.

The annual increase option is not available to dependents their spouse. If they want to add coverage for the first time or increase coverage for their spouse, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting. If they want to add coverage for the child, they can do so without going through EOI.

If they want to take advantage of the \$10,000 or \$20,000 increase, they will need to fill out an Enrollment form with the new amount between 10/1 and 12/31 of each year and send the enrollment form by email to the Mutual of Omaha Service Team ([Ohio-IndyService@mutualofomaha.com](mailto:Ohio-IndyService@mutualofomaha.com)). The new amount will go into effect on 1/1 of each year. If they want to add or increase their coverage greater than the \$10,000, they will need to submit the Evidence of Insurability with their application when they send it in to the Mutual of Omaha Service Team.

If approved, the election will go into effect on the first of the month after they have been approved. HR Department and the employee will notified by mail of approval or denial when they must submit Evidence of Insurability and when new deductions should begin if approved.

Please see the HR department for an enrollment form and/or Evidence of Insurability Form. The HR department can also let the employee know what the current Voluntary Life insurance amounts are.

# Willis Towers Watson

City of Reynoldsburg

## 2020 ANCILLARY MARKETING SUMMARY

Rates Effective: January 1, 2020

### Marketing Summary

Thank you for the opportunity to market your employee benefits program. Below is a high level summary of the markets we approached on your behalf. We have indicated which proposals are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any proposal received, please let us know and we will provide it to you.

| Carrier Name    | Line(s) of Business | Response | Compensation                                                                                                   | Additional Compensation | Comments |
|-----------------|---------------------|----------|----------------------------------------------------------------------------------------------------------------|-------------------------|----------|
| Mutual of Omaha | Life/AD&D + STD     | Quoted   | First \$30,000=10%; next \$20,000=9%; next \$50,000=5%; next \$100,000=4%; on amounts in excess of \$200K=1.5% |                         |          |
| Mutual of Omaha | Voluntary Life/AD&D |          | First \$30,000=15%; next \$20,000=9%; next \$50,000=8%; next \$100,000=4%; on amounts in excess of \$200K=1.5% |                         |          |
| Mutual of Omaha | LTD                 | Quoted   | First \$15,000=15%; next \$10,000=10%; next \$25,000=5%; on amounts in excess of \$50K=1%                      |                         |          |

### Selection of Coverage

Above is a high level summary of the markets we approached on your behalf. We have indicated which quotes are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any quote received, please let us know and we will provide it to you.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier in their entirety and compare them to your current policy. Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier.

This proposal is presented in conjunction with the Standard Terms and Conditions for Human Capital Accounts which is enclosed.

The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

## Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

### 1. General Terms and Conditions

- 1.1. **Fees Exclusive of Taxes.** Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.
- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "**Work Product**") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.
- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "**Recipient**") will protect all confidential information which the other party (the "**Discloser**") provides to it (whether orally, in writing or in any other form) ("**Confidential Information**") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential



Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and

understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

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To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.

1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**

- 1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.
- 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the



Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

## 2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

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- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.
- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

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- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

### 3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.



- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
  - 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
  - 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
  - 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)**
- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: [http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates).
  - 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.
  - 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms

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are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.

- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:

4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;

4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;

4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;

4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

### 5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

### 6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.