



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

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, October 8, 2018

Council Chambers

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- a. City Council – Regular Meeting – September 24, 2018

4. APPROVAL OF AGENDA

5. COMMUNITY COMMENTS AND REQUESTS

6. COMMUNICATIONS

7. REPORTS

- a. Report to Council on the Status of the Reynoldsburg Community Center YMCA.
- Bill Sampson, Jeff Park, Gilbane

8. MOTIONS

- a. MOTION THAT THE MAYOR BE AUTHORIZED AND DIRECTED TO ADVERTISE FOR BIDS FOR THE MAINTENANCE OF THE LANDSCAPING BEDS AND PLANTS FOR PHASES 1 AND 2 OF THE MAIN STREET CORRIDOR REVITALIZATION FOR 2019 AND 2020. --- Clemens. Development, Parks and Recreation Committee.
- b. MOTION THAT THE MAYOR BE AUTHORIZED AND DIRECTED TO ADVERTISE FOR BIDS FOR THE IRRIGATION OF THE LANDSCAPING BEDS AND PLANTS FOR PHASES 1 AND 2 OF THE MAIN STREET CORRIDOR REVITALIZATION FOR 2019 AND 2020. --- Clemens. Development, Parks and Recreation Committee
- c. MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY ADOPT THE RESOLUTION TO DESIGNATE OCTOBER 7TH - OCTOBER 13TH AS STORMWATER AWARENESS WEEK.--- Luzader. City Council.

9. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FACEMYER LANDSCAPING TO PERFORM CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND MAIN STREET PARKING LOT IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.
- b. ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. (First Reading 9/24/2018). --- Cotner. Finance and Administration Committee.

10. LEGISLATION FOR FIRST READING

- a. ORDINANCE AUTHORIZING THE DEVELOPMENT DIRECTOR TO APPLY FOR AND ACCEPT THE FRANKLIN COUNTY ECONOMIC DEVELOPMENT LOAN; AND DECLARING AN EMERGENCY. --- Clemens. Finance and Administration Committee.
- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: ENACTING CHAPTER ____ Rental Property Registration and Maintenance . --- Bryant. Public Service and Transportation Committee.

11. LEGISLATION FOR SECOND READING

- a. ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT FOR THE SALE OF REAL PROPERTY; AND DECLARING AN EMERGENCY. (First Reading 9/24/2018). --- Clemens. Development, Parks and Recreation Committee.
- b. AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE 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. (First Reading 9/24/2018). --- Clemens. Development Department.
- c. AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR 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. (First Reading 9/24/2018). --- Clemens. Development Department.
- d. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO. (First Reading 9/24/2018). --- Luzader. Public Service and Transportation Committee.
- e. ORDINANCE AUTHORIZING OF THE CREATION OF THE COMMUNITY EVENTS DEPARTMENT WITH FUNDING CODES (First Reading 9/24/2018). --- Cotner. Finance and Administration Committee.

12. LEGISLATION FOR THIRD READING

- a. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT. (Second Reading 9/24/2018). --- Clemens. Development, Parks and Recreation Committee.
- b. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE POLICE DEPARTMENT (Second Reading 9/24/2018). --- Spalding. Public Safety, Law and Courts Committee.

- c. AN ORDINANCE TO VACATE EASEMENTS OVER PROPERTY LOCATED AT 7309 AND 7311 LIVINGSTON AVENUE (Second Reading 9/24/2018). --- Luzader. Public Service and Transportation Committee.
- d. ORDINANCE AUTHORIZING THE CITY AUDITOR TO PAY BOND INTEREST (Second Reading 9/24/2018). --- Cotner. Finance and Administration Committee.

ADJOURNMENT

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

President of Council Doug Joseph called the meeting to order at 8:49 PM

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

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – September 10, 2018

RESULT:	ACCEPTED
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Approval of Agenda

Agenda stands approved.

Community Comments and Requests

None

Communications

AUDITOR'S REPORTS, MAY, 2018

May, 2018 Budget by Classification and Departmental Budget have been read into the minutes

AUDITOR'S REPORT JULY, 2018

August, 2018 Budget by Classification and Departmental Budget have been read into the minutes

CLERK OF COURT REPORT

Clerk of Court Report for August, 2018 has been read into the minutes.

Reports

Presentation of the Mayors Cup

Norm Brusk presented Mayor McCloud with the Mayor's Cup for the 2nd consecutive year.

Motions

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY ADOPT THE RESOLUTION PROCLAIMING THE MONTH OF SEPTEMBER, 2018 AS CHILDHOOD CANCER AWARENESS MONTH --- Cotner. City Council.

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

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

LEGISLATION FOR EMERGENCY ADOPTION

87-18

ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

88-18

ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

89-18

ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Clemens. Development Department.

Motion to amend: Mr. Clemens, Second by Mr. Skinner.

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

The Clerk called the roll: Bryant "Aye", Skinner "Aye", Luzader "Aye", Spalding "Aye", Clemens "Aye", Cotner "Aye", Baker "Aye"

Motion to amend carried.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

90-18

ORDINANCE TO AMEND ORDINANCE 114-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Clemens. Development Department.

Motion to amend: Mr. Clemens, Second by Mr. Baker.

The Clerk called the roll: Bryant "Aye", Skinner "Aye", Luzader "Aye", Spalding "Aye", Clemens "Aye", Cotner "Aye", Baker "Aye"

Motion to amend carried.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

91-18

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO THE LEASE DATED AS OF DECEMBER 1, 2011 IN CONNECTION WITH THE \$9,000,000 HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2011 (WESLEY RIDGE RESIDENCE CORPORATION) PREVIOUSLY ISSUED BY THE CITY OF REYNOLDSBURG, OHIO; PROVIDING FOR AND AUTHORIZING CERTAIN OTHER MATTERS RELATED TO SUCH BONDS; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Motion to amend: Mr. Cotner, Second by Mr. Luzader.

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

The Clerk called the roll: Bryant "Aye", Skinner "Aye", Luzader "Aye", Spalding "Aye", Clemens "Aye", Cotner "Aye", Baker "Aye"

Motion to amend carried.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

92-18

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE FRANKLIN COUNTY AUDITOR. --- Cotner. Finance and Administration Committee.

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

93-18

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE LICKING COUNTY AUDITOR. --- Cotner. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR FIRST READING

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

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

RESULT: REFERRED TO COMMITTEE

Next: 10/8/2018 7:30 PM

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE 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. --- Clemens. Development Department.

RESULT: REFERRED TO COMMITTEE

Next: 10/8/2018 7:30 PM

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR 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. --- Clemens. Development Department.

RESULT: REFERRED TO COMMITTEE

Next: 10/8/2018 7:30 PM

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY --- Clemens. Development, Parks and Recreation Committee.

RESULT: REFERRED TO PUBLIC HEARING

Next: 11/13/2018 7:30 PM

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO. --- Luzader. Public Service and Transportation Committee.

RESULT: REFERRED TO COMMITTEE

Next: 10/8/2018 7:32 PM

ORDINANCE AUTHORIZING OF THE CREATION OF THE COMMUNITY EVENTS DEPARTMENT WITH FUNDING CODES --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

RESULT: **REFERRED TO COMMITTEE** **Next: 10/8/2018 7:33 PM**

ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 10/8/2018 7:33 PM**

LEGISLATION FOR SECOND READING

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

RESULT: **REFERRED TO COMMITTEE** **Next: 10/8/2018 7:30 PM**

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE POLICE DEPARTMENT --- Spalding. Public Safety, Law and Courts Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 10/8/2018 7:31 PM**

AN ORDINANCE TO VACATE EASEMENTS OVER PROPERTY LOCATED AT 7309 AND 7311 LIVINGSTON AVENUE --- Luzader. Public Service and Transportation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 10/8/2018 7:32 PM**

ORDINANCE AUTHORIZING THE CITY AUDITOR TO PAY BOND INTEREST --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

RESULT: REFERRED TO COMMITTEE

Next: 10/8/2018 7:33 PM

LEGISLATION FOR THIRD READING

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED: CHANGING THE ZONING DISTRICT OF A 24.3 ACRE PARCEL ON THE WEST SIDE OF TAYLOR ROAD KNOWN AS 9366 TAYLOR ROAD SW, 9370 TAYLOR ROAD SW, AND 9333 TAYLOR CHASE, REYNOLDSBURG, OHIO, FROM AR-2 MULTIPLE FAMILY RESIDENCE DISTRICT AND CC COMMUNITY COMMERCE DISTRICT TO PND PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT. --- Luzader. Public Service and Transportation Committee.

Mr. Clemens: Yeah, I'd like to make a comment. I thought maybe personally I wouldn't speak too much tonight because, but I have been in the city for a long time and my whole feelings have been for the community, for the people that live here and when we pass something, we ought to take them into consideration first. I think they come first before outsiders. I've seen the city, they talk about, you know, me being an old man and so forth and I appreciate that, because I probably am, because I can remember being on village council and we only had 600 people and it's rose to 36,000 and its been ups and downs and I've made mistakes like everybody else but every time that we've did this, I've always felt that I put the public first, the people that live here, not the outsiders, the people that live here. It's been brought to our attention weeks ago and its still there that if we don't pass this, we have other developments that won't build here that won't build apartments and thank God I want to appreciate that, they can take their money and go somewhere else. But I look forward to taking care of the people that live here, I don't see where approving this would be any help at all. There is all kinds of apartments and housing going up in Licking County, let Amazon fill them up there not here. I think like I said people come first, families come first, their housing comes first and property values come first. So I oppose it all the way and I have opposed it al the way and that's my feelings on it and I appreciate other's feelings for it or against it, that's what we're here for, we're not here to criticize each other. So I would thank the people for coming, voicing their opinions and I hope that we can turn it down.

Mr. Luzader: Basically, the same thing I've said before. To me, in my opinion the code in 1183.04 of a Planned Neighborhood District is specific when it says the maximum density of dwelling units for both the overall Planned Neighborhood Development District and for each of its areas, shall be as approved in the Development Plan except that the density of the dwellings in the district shall not exceed 5 units per acre and not exceed 10 units per acre in any part of the district. Thank you.

Ms. Bryant: First I want to thank everyone who is here tonight for this meeting, I thank you all for exercising your first amendment rights and participating in this process and being heard and I appreciate everyone who has reached out to me. We have spend a lot of time on this project, I have thought about this project endlessly. I have taken Mrs. Young's request for recusal

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

seriously, however, there is not a single member of this Council that is here for the money. That I can assure you. Everyone in this room that has run for office or currently holds office at some point has accepted a donation from a friend. That is common practice. Many people in this room have accepted donations from organizations, labor unions, businesses, that again, not unusual. I appreciate the concern, but I have to say that I'm offended on the attack of my integrity, that someone could assert that I would throw my obligation to the people of this town to the side for \$100 or any other amount. I take this obligation to vote on this matter very seriously. I've had endless conversations with Development, Mr. Thomas, other members of this Council, this is not something that I'm taking lightly by any stretch of the imagination. Mr. McCloud diligently appointed members to the Planning Commission to make recommendations to us so that we could make these decisions. The people that serve on the committee do not take their responsibility lightly. I know Mr. Zollars fairly well, I've known you for several years, I know that you would not take your obligation to this city to that position, any other way but seriously and I think that we have all watched Reynoldsburg change in the last 10-20 years. Some things for the good, some things not as good, but we now have an aggressive Development Department that is going out there trying to bring business to the city and the people that want to come and bring business to the city are watching what we are doing here tonight. They want to know is this City open for business or are we going to close the doors and for that reason, I'm going to vote tonight.

Mr. Baker: I thought I said all I was going to say during committee but she brought up a very very good point and the fact that is being insisted that I'm putting myself above the city is ridiculous and I am going to vote on this tonight because my best interest is for this city. We are growing, we are not going to regress, we are going to continue to grow. There was an article in the Dispatch about the population of Franklin County moving out to the east. We have to be prepared and Mr. Clemens, you said that we should take care of people that are here. Well, people are going to come here, so lets prepare to take care of them when they get here and show central Ohio as well as the State that we can do business than be a one dimensional city. Just having the same thing over and over again. It's time to be new and inventive but we have to prepare for growth. Growth is painful, ask the city of Columbus, growth is painful and we're actually feeling that because it's spilling over into the City of Reynoldsburg. So with that being said, I think this turned out to be a good plan. At first I was against it and I mentioned it and I'll say it again, I was not happy at first, I thought the density was too high, I thought it was going to add on to traffic and matter of fact I'm still mad because it's taken this long to get to this point and this should have been done months ago with information we received months later. So, with that being said, I do think that we're moving in the right direction if we approve this.

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

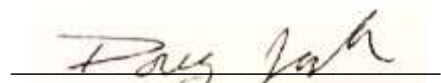
MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 24, 2018

RESULT:	DEFEATED [3 TO 4]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Baker, Bryant, Skinner
NAYS:	Clemens, Cotner, Luzader, Spalding

Adjournment



April L. Beggerow, Clerk of Council



Doug Joseph, President of Council

Minutes Acceptance: Minutes of Sep 24, 2018 7:34 PM (Approval of Minutes)

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

DATE: October 8, 2018**TO: Development, Parks and Recreation Committee****RE: MOTION THAT THE MAYOR BE AUTHORIZED TO ADVERTISE
FOR BIDS FOR THE MAINTENANCE OF THE LANDSCAPING
BEDS AND PLANTS FOR PHASES 1 AND 2 OF THE MAIN STREET
CORRIDOR REVITALIZATION FOR 2019 AND 2020.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****MOTION REQUEST**

DATE: October 8, 2018**TO: Development, Parks and Recreation Committee****RE:** MOTION That the Mayor be Authorized and Directed to Advertise for Bids for the Irrigation of the Landscaping Beds and Plants for Phases 1 and 2 of the Main Street Corridor Revitalization for 2019 and 2020.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

MOTION REQUEST

DATE: October 8, 2018

TO: City Council

**RE: Motion that the Council of the City of Reynoldsburg Does Hereby
Adopt the Resolution to Designate October 7th - October 13th as
Stormwater Awareness Week.**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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STORMWATER AWARENESS WEEK RESOLUTION

(October 7- October 13 th, 2018)

WHEREAS, urban stormwater runoff is the threat to water quality in the City of Reynoldsburg, and

WHEREAS, population growth, residential and commercial development, and the resulting changes to the landscape will only increase stormwater quality and quantity concerns throughout Franklin County, and

WHEREAS, these impacts cannot be entirely avoided or eliminated but can be minimized; and

WHEREAS, it is currently recognized that control of stormwater quantity and quality is most effectively implemented when people and organizations understand the related causes and consequences of polluted stormwater runoff and flooding, and the actions they can take to control these, and

WHEREAS, the need arises not only from the regulatory requirements of EPA General Construction and Municipal Stormwater rules, but also from the recognition that citizens and local decision makers will benefit from a greater awareness of how the cumulative impacts of

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

decisions at home, at work and through local policies impact our water quality, stream corridors and flooding, and

WHEREAS, the development and implementation of effective, outcomes-based stormwater education and outreach programs will meet the related federal stormwater pollution control requirements and those of the communities they serve so that Franklin County and the Greater Columbus region continues to be a great place to live, work and play

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

SECTION 1. That this Council does hereby fully support the recognition of the second calendar week in October as Stormwater Awareness Week.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: October 8, 2018****TO: City Council**

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FACEMYER LANDSCAPING TO PERFORM CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND MAIN STREET PARKING LOT IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

Approval:

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

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

Statement of necessity: So that construction can begin as soon as possible.

This legislation will authorize the Mayor to enter into contract with Facemyer Landscaping (P.O. Box 304, Sunbury, Ohio 43074) for construction of the Lancaster Avenue and Main Street Parking Lot Improvement Project and makes the following appropriations:

\$432,687 (Base Bid, including \$25,000 for contingency) and \$60,000 (Alternate 1-Paving) From the unappropriated General Fund: (410) to 410.000.0162.5602 Total Contract: \$492,687

Please see the attached memo for additional information.

BID FORM

1.01 BID SUBMITTED BY: FACEMYER LANDSCAPING LLC dba FACEMYER COMPANY
(Contractor)

Date bid submitted: 9-26-18

1.02 DELIVER TO:

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068
Attention: Director of Public Service

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project entitled **Lancaster and Main Parking Lot – Phase 1**, including having also received, read, and taken into account the following Addenda:

Addendum No.

1

Dated

9-20-2018

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700, 2002) (as modified), Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to substantially complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

2.01 BID:

Include the cost of all labor and material for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deletion, the amount shall be a deduction). **If there is difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid package.**

BASE BID PACKAGE ALL LABOR AND MATERIALS for the sum of

\$ 432,687.⁰⁰

FOUR HUNDRED THIRTY TWO THOUSAND SIX HUNDRED EIGHTY SEVEN
(Bid amount stated in words) DOLLARS & XX/100

ALTERNATE #1 BID PACKAGE ALL LABOR AND MATERIALS for the sum of

\$ 60,000.⁰⁰

SIXTY THOUSAND DOLLARS & XX/100
(Bid amount stated in words)

ALTERNATE #2 BID PACKAGE ALL LABOR AND MATERIALS for the sum of

\$ NO BID

NO BID
(Bid amount stated in words)

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

CITY OF REYNOLDSBURG - BID FORM

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Attachment: 01 - BID FORM - Signed (94-18 : Lancaster Avenue and Main Street Parking Lot Construction)

1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
4. The Bidder represents, understands and agrees that a) the Claim procedures in the Modified General Conditions are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.

6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Additional Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Additional Bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Additional Bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Additional Bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: Facemyer

BIDDER IS (check one): ☐ sole proprietor ☐ partnership ☐ corporation ☒ LLC other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

<u>ADA FACEMYER</u> Name	<u>MEMBER</u> Title
DATE SIGNED: <u>9.26.18</u>	SIGNATURE: <u>[Signature]</u>
	ADDRESS: <u>P.O. BOX 304</u> <u>SUNBURY, OH. 43074</u>
	TELEPHONE: <u>740-965-4616</u>
	FAX: <u>740-965-4562</u>
	FEDERAL TAX I.D. # <u>31-1757841</u>

CITY OF REYNOLDSBURG - BID FORM

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Attachment: 01 - BID FORM - Signed (94-18 : Lancaster Avenue and Main Street Parking Lot Construction)

TELEPHONE: _____

FAX: _____

FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
Name	Address

END OF SECTION

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Facemyer Landscaping, LLC
dba Facemyer Company ("Contractor") as principal and West Bend Mutual Insurance
Company as surety are hereby held and firmly bound unto the City of Reynoldsburg,
as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on 26th
September, 2018 to undertake the construction of various pavement improvements throughout the City of
Reynoldsburg related to the **Lancaster and Main Parking Lot – Phase 1** ("Project"). The penal sum referred
to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or
deductive Alternates made by the principal on the date referred to above to the obligee, which are
accepted by the obligee. In no case shall the penal sum exceed the
amount of _____ Dollars (\$_____). (If the
foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add
Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of
the Base Bid including Additional Bids, in dollars and cents. A percentage is not acceptable.) For the
payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed this 26 day of September, 2018

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has
submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper
contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the
principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between
the amount specified in the bid and such larger amount for which the obligee may in good faith contract with
the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award
the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee
the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the
bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising,
and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null
and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the
principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance
with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this
bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal
to be done and performed according to the terms of said contract; and shall pay all lawful claims of
subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall
be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then
this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall

indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 26th day of September, 2018.

Facemyer Landscaping, LLC. dba Facemyer Company

By: Ada C. Facemyer
PRINCIPAL

Printed Name & Title: Ada C. Facemyer, Member



West Bend Mutual Insurance Company

By: Mark Arnold
SURETY

Printed Name & Title: Mark Arnold

Attorney-In-Fact

Surety's Address: 1900 S. 18th Avenue
West Bend, WI 53095

Surety's Telephone Number: 800-760-9250

Surety's Fax Number: 608-410-3412

Arnold Insurance Agency, Inc.

SURETY'S AGENT

Surety's Agent's Address: 1400 Haft Drive
Reynoldsburg, OH 43068

Surety's Agent's Telephone Number: 614-863-0455

Surety's Agent's Fax Number: 614-863-2474



THE SILVER LINING®

Bond No. 2395002

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Mark D Arnold

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 26th day of September, 2018.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor
Jillian Froment - Director



Certificate of Compliance

Issued 03/29/2018

Effective 04/02/2018

Expires 04/01/2019

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WEST BEND MUTUAL INSURANCE COMPANY

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	

WEST BEND MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2017 that it has admitted assets in the amount of \$2,695,916,904, liabilities in the amount of \$1,654,779,274, and surplus of at least \$1,041,137,630.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment, Director



West Bend Mutual Insurance Company
Statutory Statement of Operations
For the Years Ended December 31, 2017 and 2016

	2017	2016
Gross Written Premium	\$1,199,085	\$1,119,134
Net Written Premium	1,091,929	1,016,058
Change in Unearned Premium	(40,276)	(26,621)
Net Premium Earned	1,051,652	989,437
Losses	522,801	528,878
Loss Adjustment Expenses	105,879	118,416
Underwriting Expenses	347,632	315,004
Total Losses and Expenses Incurred	976,312	962,298
Underwriting Profit (Loss)	75,341	27,139
Less Policyholder Dividends	(23,146)	(21,381)
Net Underwriting Profit (Loss) after Dividends	52,195	5,758
Net Investment Income	48,222	39,837
Net Realized Capital Gains (Loss)	22,512	7,856
Other Income	5,661	4,502
Net Profit (Loss) on International Assumed	(182)	(219)
Net Income Before Taxes	128,408	57,734
Federal Income Taxes	(40,250)	(17,664)
Net Income After Federal Tax	88,158	40,071
Unrealized Gain (Loss)	27,701	21,283
Other Surplus Changes	(21,712)	7,407
Gain to Surplus	94,147	68,761
Loss Ratio	59.8%	65.5%
Expense Ratio (Trade)	31.8%	31.0%
Dividend Ratio	2.2%	2.2%
Combined Ratio	93.8%	98.6%
(Dollars in Thousands)		

West Bend Mutual Insurance Company
Comparative Balance Sheet

Assets	Dec 31, 2017	Dec 31, 2016
Investments		
Government Securities	\$291,114	\$254,926
Municipal Securities	553,028	473,757
Corporate Bonds	854,387	773,802
Preferred Stocks	22,761	24,131
Common Stocks	197,717	259,791
Real Estate	59,784	61,987
Cash and Short Term Investments	57,065	76,588
Total Investments	<u>2,035,856</u>	<u>1,924,982</u>
 Premium Balances Receivable	 364,599	 333,482
Reinsurance Recoverable	17,472	8,566
Accrued Investment Income	14,345	13,181
Deferred Tax Asset	25,106	42,885
Other Assets	238,539	197,838
Total Assets	<u>\$ 2,695,917</u>	<u>\$ 2,520,933</u>
Liabilities		
Unpaid Losses	\$737,250	\$705,650
Unpaid Loss Adjustment Expenses	217,993	214,463
Unearned Premium Reserve	543,073	503,066
Other Liabilities	156,463	150,763
Total Liabilities	<u>1,654,779</u>	<u>1,573,942</u>
 Policyholders' Surplus		
Guaranty Fund	1,000	1,000
Surplus Note	70,000	70,000
Unassigned	970,138	875,990
Total Policyholders' Surplus	<u>1,041,138</u>	<u>946,990</u>
Total Liabilities and Policyholders' Surplus	<u>\$ 2,695,917</u>	<u>\$ 2,520,933</u>
 (Dollars in Thousands)		

[illegible]

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: October 8, 2018****TO: Finance and Administration Committee**

RE: ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT
IN THE PARKS AND RECREATION DEPARTMENT AND
APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL
SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY.

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: FINANCIAL NEEDS OF THE CITY.

ORDINANCE UNAPPROPRIATING \$8,000 FROM ACCOUNT 110.340.5602 (PARKS & RECREATION - LAND IMPROVEMENTS) AND APPROPRIATE \$8,000.00 TO ACCOUNT 110.534.5301 (CIVIL SERVICE - MEDICAL SERVICES/PHYSICAL EXAMS) FROM THE UNAPPROPRIATED GENERAL FUND, AND DECLARING AN EMERGENCY.

Development Department

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

ORDINANCE REQUEST

DATE: **October 8, 2018**

TO: **Finance and Administration Committee**

RE: Ordinance Authorizing the Development Director to Apply for and Accept the Franklin County Economic Development Loan; and Declaring an Emergency.

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: The proposed traffic light on E. Main Street will be an economic driver to the area in front of, and across the street of the new Kroger. The addition of a trail network along Olde Reynoldsburg, and a connection to the Blacklick Trail.

The City will install one traffic signal along E. Main Street. Construct 44 Parking Spaces and parking lot on E. Main Street, to include park like amenities. The installation of signage, and wayfinding, along E. Main. Infrastructure upgrades in the way of repaving 1,020 linear feet of local business alleyway. Creating, and installing 2,300 linear feet of paved, and landscaped trails, which will enhance, and create a more connected, and vibrant small downtown. The infrastructure improvements will be funded from our newly created Main Street TIF. Funds will be allocated to pay for our 50% portion of the entire project from the General Fund.

The needs of this project range from the establishment of a light to help support the soon to be constructed Kroger Marketplace on East. Main Street. Infrastructure support for local businesses in our small business district, and create connectivity to increase our green infrastructure as it relates to businesses development and retention in the area.

Franklin County Infrastructure Bank

Application Checklist

Please use this checklist to ensure that each section/exhibit is included.

Sections

_____	Section 1 (page 1)	Borrower Information
_____	Section 2 (page 1)	Project Manager / Administrative Contact Information
_____	Section 3 (page 1)	Certification by Authorized Official
_____	Section 4 (page 2)	Project Information
_____	Section 5 (page 3)	Project Status
_____	Section 6 (page 4)	Sources
_____	Section 7 (page 5)	Uses

All applicants are required to submit detailed exhibits enclosed with the FCIB application.

Exhibits

_____	Exhibit 1	Authorizing Legislation to Apply
_____	Exhibit 2	Evidence of Bond Rating - <i>If not rated, projects will be underwritten on a case by case basis</i>
_____	Exhibit 3	Audited Financial Statements - <i>Current + Prior 2 Years</i>
_____	Exhibit 4	Full Project Description - <i>Include a description of the Economic Development Project (the component that will create/retain jobs and/or support/expand sales tax) and the impact it will have on the community.</i> - <i>Include a description of the Infrastructure Project (the component necessary for the success of the Economic Development Project), why it is necessary, and if any other benefits will be derived from the project (Community Development and/or Environmental Impacts).</i>
_____	Exhibit 5	Project Map / Site Plan
_____	Exhibit 6	Cost Estimates
_____	Exhibit 7	Evidence of other Financing - <i>Ex: Commitment Letters; Legislation Authorizing Local Funds</i>
_____	Exhibit 8	Projected Construction Disbursement Schedule
_____	Exhibit 9	Additional Supporting Documentation

Franklin County Infrastructure Bank

Application Checklist

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_____	Exhibit 9	Additional Supporting Documentation

Franklin County Infrastructure Bank

General Information

1. Borrower Information

City of Reynoldsburg

Legal Name of the Public Borrower / Applicant

7232 E. Main Street

Street Address

Reynoldsburg

Franklin

43123

City

County

Zip Code

Brad McCloud

Mayor

Chief Elected Official

Title

614-322-6800

Phone

Fax

Email

2. Project Manager / Administrative Contact

Andrew Bowsher

Development Director

Contact

Title

614-322-6831

abowsher@ci.reynoldsburg.oh.us

Phone

Fax

Email

3. Certification by Authorized Official

I, the undersigned representative of the Applicant, certify on behalf of the Applicant that the information contained in and provided with this Franklin County Infrastructure Bank Application is true and correct. The Applicant submits said information knowing the Franklin County Infrastructure Bank will rely upon the same in processing and approving this Application.

Applicant / Borrower Signature

Applicant / Borrower Printed Name

Title

Date

Franklin County Infrastructure Bank

Project Information

4. Project Information

Name of Project

Main Street Improvements

Project Location

East Main Street (Reynoldsburg)

Summarize the Project (including Economic Growth Outcomes: jobs; sales tax; private investment; etc.)

The proposed project will involve the construction of a 4-way traffic signal along E. Main St. In addition, the city is constructing a 44 space parking lot, with park like amenities. Adjacent to the parking lot, is a Main Street alleyway, which is being proposed for repaving. Lastly this multiple phased project will include the construction of a trail which will tie into the Blacklick Trail, and move East behind Olde Reynoldsburg businesses (Historic Downtown), and finish at Waggoner road. This would eventually allow for the future proposal of a Waggoner road reconstruction tie-in. Which is being pursued with OPWC grant funds.

Summarize the Infrastructure Needs and how they will be addressed by this project

The City will install one traffic signal along E. Main Street. Construct 44 Parking Spaces and parking lot on E. Main Street, to include park like amenities. The installation of signage, and wayfinding, along E. Main. Infrastructure upgrades in the way of repaving 1,020 linear feet of local business alleyway. Creating, and installing 2,300 linear feet of paved, and landscaped trails, which will enhance, and create a more connected, and vibrant small downtown. The infrastructure improvements will be funded from our newly created Main Street TIF. Funds will be allocated to pay for our 50% portion of the entire project from the General Fund.

What is the estimated Useful Life of the Infrastructure after completed (in years)?

30

Summarize any other Community Development and/or Environmental benefits derived from the Infrastructure

The needs of this project range from the establishment of a light to help support the soon to be constructed Kroger Marketplace on East. Main Street. Infrastructure support for local businesses in our small business district, and create connectivity to increase our green infrastructure as it relates to businesses development and retention in the area.

Franklin County Infrastructure Bank

Project Status

5. Project Status

Summarize the Current Status of the Economic Development Project (not the Infrastructure Project)

The city is wrapping up a 120k Comprehensive Plan, which has outlined improvements along E. Main. These were the adding of green infrastructure, and the additional parking. The addition of the E. Main Kroger Marketplace, (which will open by the end of 2019), is the driving factor for the addition of the traffic signal. In expansion from that, the city has developers in talk to develop sites across from Kroger, if and when said traffic light is constructed.

Summarize the Current Status of the Infrastructure Project (not the Economic Development Project)

Currently OHM, and our city Engineer have developed the site plan, and engineering documents from the proposed parking lot. The parking lot has been sent out for bidding, and the parking structure will be complete by the end of this year. Surrounding areas will be completed in 2019. EMH&T have given the city a preliminary estimate on the trail, and traffic signal.

If applicable, note the date each preliminary activity was or will be completed

	Yes / No	Date
<i>Technical Feasibility Study</i>	Yes	2/1/2018
<i>Preliminary Design / Engineering</i>	Yes	3/1/2018
<i>Major Investment Study</i>	No	
<i>Traffic Study</i>	Yes	9/1/2017
<i>Final Design</i>	No	
<i>Environmental Clearance</i>	No	
<i>Right of Way Acquisition</i>	N/A	
<i>Anticipated ED Project Start Date</i>		<i>Anticipated ED Project Completion Date</i>
10/1/2018		8/1/2019
<i>Anticipated Infrastructure Start Date</i>		<i>Anticipated Infrastructure Completion Date</i>
3/1/2019		8/1/2019

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Project Budget

7. Uses

		Anticipated Start Date ⁽²⁾	Total	FCIB	Reynoldsbur g				
Soft Costs	Preliminary Design/Eng.		\$ -						
	Environmental		\$ -						
	Professional Fees		\$ -						
	Other ⁽³⁾		\$ -						
	Sub-Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Acquisition	Land		\$ -						
	Building		\$ -						
	Right of Way		\$ -						
	Other ⁽³⁾		\$ -						
	Sub-Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hard Costs	Site Work <i>(demo, remed.)</i>		\$ -						
	Parking		\$ -						
	Transportation <i>(road, rail)</i>		\$ -						
	Pedestrian		\$ -						
	Water		\$ -						
	Waste Water		\$ -						
	Storm Water		\$ -						
	Energy <i>(utilities, renewable)</i>		\$ -						
	Telecom & Fiber		\$ -						
	Other ⁽³⁾		\$ -						
	Other ⁽³⁾		\$ -						
	Sub-Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

- (1) Sources are the same as specified in Section 6
 (2) Provide the date when each event will first occur
 (3) "Other" uses are editable fields, if necessary

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST****DATE: October 8, 2018****TO: Public Service and Transportation Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: ENACTING CHAPTER ____
Rental Property Registration and Maintenance**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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See Attached Documentation

Chapter _____ Rental Property Registration and Maintenance.

§ _____ Purpose.

It is the purpose of this chapter to protect the public health, safety and welfare of the residents of Reynoldsburg by establishing minimum standards governing the maintenance, appearance, and condition of all rental housing properties, to impose certain responsibilities and duties upon owners and operators; to authorize and establish procedures for the inspection of rental housing properties; to provide for the issuance of rental certification; to establish a fee schedule for inspection; to authorize the vacation or condemnation of dwelling structures that are unsafe or unfit for human habitation; and to fix penalties for violations of this chapter. Rental housing with code violations are a risk to new development, housing stock, property values, public health, safety, and welfare in the City of Reynoldsburg. This chapter is hereby declared to be remedial and essential for the public interest, and it is intended that this chapter be liberally construed to effectuate the purposes as stated herein.

§ _____ Definitions.

As used in this chapter, the words and terms below shall have the following meanings respectively prescribed to them in this chapter:

- A. “Appeal” means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.
- B. “City” means the City of Reynoldsburg.
- C. “Designated City Official” means the Director of Development and/or designee.
- D. “Designated agent” means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.
- E. “Dwelling” means any building or portion of a building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for living purposes.
- F. “Dwelling unit” means a space within a dwelling, comprised of a living, cooking and dining area, a sleeping room or rooms, storage closets and bathing and toilet facilities, all used by only one family.
- G. “Lease” means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.
- H. “Notice of Violation” means a notice issued by the Designated City Official, or the Code Enforcement Officer to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the

Reynoldsburg City Code, ordinance, rule or regulation concerning the occupancy or condition of a premises that is leased or for lease, vacant or occupied.

- I. "Premises" means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.
- J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.
- K. "Person" means an individual, corporation, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.
- L. "Property manager" means a person other than the owner that has managing control of a rental unit.
- M. "Rent" means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.
- N. "Rental Dwelling Unit" means any structure or part thereof rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.
- O. "Tenant" means any person who rents or leases a rental housing property for living or dwelling purposes with the consent of the landlord, whether or not rent is paid to the owner.
- P. "Rental Inspector" means a person hired by the Designated City Official, qualified to conduct exterior and interior inspections of rental properties within the City.

§ _____ Registration required.

No person shall lease, rent, or cause to be occupied a rental dwelling unit until first registering with the Designated City Official for that specific dwelling unit.

§ _____ Designated agent; Notice and Service of process.

Every owner of a rental unit shall designate an agent who resides in the state who shall be responsible for operation of the unit and who may accept service of process and official notices on behalf of the owner. An official notice or service of process issued to a designated agent shall be deemed as served or delivered upon the owner of record. Each owner or designated agent shall maintain a list of the name and number of tenants in each rental unit and advise the tenants of all known applicable City regulations regarding occupancy and premise conditions. Failure to maintain a property or to maintain any requirements regarding registration shall be grounds for revocation of an existing certificate or denial of issuance of a renewal certificate of registration.

§ _____ Exempt rental dwelling units.

The following dwellings are exempt from the requirements of this Chapter:

- A. Single-family, owner-occupied dwellings and dwelling units;
- B. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;
- C. Bed and breakfast inns.

§ _____ Registration application form.

A. Application for registration of rental dwelling units shall be on forms provided by the Designated City Official and shall include at a minimum the following:

- (1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and
- (2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent who must located in the State of Ohio; and
- (3) Parcel identification number and date of building construction; and
- (4) Address of each rental dwelling unit; and
- (5) Number of detached structures on the lot or parcel and number of units per structure; and
- (6) Number of parking spaces on the lot or parcel used for dwelling purposes.

B. No post office boxes shall be accepted as a legal address for purposes of this chapter.

C. Registrations shall be retained by the City as a public record and made available to any other City department or public entity upon request.

D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.

E. Upon sale or transfer of the premises, the previous owner shall provide the Designated City Official with the name and contact information of the new owner so that they may complete a new application for certificate of registration. If a new owner is not made aware of this requirement upon sale and transfer of the property, it shall be the responsibility of a new owner

once notified to complete and submit a new rental registration form within thirty (30) days of notice.

F. Upon construction of new rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each building or portion thereof used for rental purposes.

§ _____ Registration term and renewal.

Registration shall be made within ninety (90) days of the enactment of this chapter. The term of the registration shall be valid so long as all of the original information and all fees established by separate ordinance are current. Sale or transfer of property shall cause the registration to expire and be no longer valid. Any new owner shall make new application for registration for each dwelling unit prior to closing so as to maintain a continuous record of ownership in case of damage, vandalism, premise condition or other requirement necessitating public notification to the owner, but in no case more than thirty (30) days after sale or transfer.

§ _____ Fees.

A. The following application and registration fees shall be remitted to the City:

- (1) Single-family rental dwelling unit – one hundred dollars (\$100.00)
- (2) Two-family rental dwelling unit – seventy-five dollars (\$75.00) for each dwelling unit.
- (3) Multi-family rental dwelling unit – seventy-five dollars (\$75.00) for each of the first four dwelling units and (\$50.00) for each additional dwelling unit calculated separately for each building structure.

B. The fees shall be submitted to the Designated City Official by the date established by the City for each rental dwelling unit and renewed each year the property is rented. Any rental registration renewed after such date shall be assessed a late fee of an additional twenty-five dollars (\$25.00) per unit.

C. A re-inspection fee of twenty-five dollars (\$25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.

§ _____ Inspections.

A. The Designated City Official shall hire at least one designated Rental Inspector to conduct inspections of rental unit and premises registered under this chapter in order to enforce existing or future codes and ordinances related to clean, safe and sanitary premise conditions. The salary of the Rental Inspector(s) shall be paid through the fees collected through the registrations outlined in § ____.

B. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this chapter shall be construed to require an occupant, operator or owner to consent to a warrantless inspection of a rental unit, dwelling, rooming house or premises except as provided by law.

§ _____ Maintenance Standards.

Every owner, agent or person in charge of a rental unit or structure shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this chapter and the requirements established by the City administratively. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises. In addition to any requirements specified within this section of the codified ordinances, all applicable regulations provided for within the Codified Ordinances of the City of Reynoldsburg, shall apply and shall be subject to enforcement.

§ _____ Scope of Inspections.

All rental units or structures shall be inspected for the following, including but not limited to:

A. Exterior.

- (1) Visible street numbers from the street or alley
- (2) Acceptable exterior condition
- (3) Acceptable condition of accessory structures (garage, shed, etc.)
- (4) Roof does not leak
- (5) Acceptable condition of steps, decks and landings
- (6) Guardrails installed on steps, decks and landings 30 inches or more above grade
- (7) Fences in good repair
- (8) Sidewalks and driveways in safe and sound condition
- (9) Gutters and downspouts in good repair, facing rainwater away from structure
- (10) Foundation in good repair
- (11) Yard free of trash and debris with no items stored outside that should be inside
- (12) Premises free of inoperable, junk or unlicensed vehicles
- (13) Swimming pools maintained in sanitary condition

B. Fire safety.

- (1) Detectors located inside each bedroom and on every floor of the structure
- (2) Combustible materials stored at least 3 feet from sources of ignition
- (3) Exit signs property illuminated

C. Doors.

- (1) Exterior doors with deadbolt locks in proper working order
- (2) Exterior doors are weather tight and in proper working order
- (3) Storm and screen doors in good condition

D. Windows.

- (1) No broken or badly cracked windows
- (2) Windows are weather tight and in good working condition (capable of remaining open without a means of support)
- (3) Windows have operable locks
- (4) Window screens without rips, tears or holes
- (5) Every sleeping area has an operable window

E. Walls, ceilings and floors.

- (1) Proper sealed, free of peeling paint and capable of being maintained in sanitary condition
- (2) Carpets not ripped or torn, free from tripping hazards
- (3) Floors are structurally sound
- (4) All habitable rooms with ceilings at least 7 feet high

F. Electrical system.

- (1) Every habitable room has at least 2 separate and remote electrical outlets
- (2) Cover plates for outlets, switches and junction boxes in place
- (3) Switches, outlets and electrical fixtures in working order
- (4) No extension cords running through doorways or under carpets
- (5) Adequate circuitry

G. Mechanical.

- (1) Each room has sufficient heat (at least 65 degrees)
- (2) Combustion gases vented to the outside
- (3) Clothes dryers properly vented

H. Plumbing.

- (1) Fixtures have proper water pressure and operating properly
- (2) Supply and drain lines do not leak
- (3) All fixtures have proper traps to prevent the infiltration of sewer gases

I. Basement.

- (1) Steps and handrails are in good condition
- (2) If used as sleeping area, must meet requirements for finished walls and ceilings, ventilation, ceiling height, heating and egress
- (3) Clean out openings and floor drains are properly covered

J. Bathroom.

- (1) Ground fault electrical outlets are in use
- (2) Fixtures in proper working order
- (3) Floor is able to be maintained in clean, dry condition
- (4) Operable window or adequate mechanical ventilation

K. Miscellaneous.

- (1) Passageways and stairways in buildings are adequately lit
- (2) Appropriate number of people occupy the dwelling

§ _____ Responsibility of designated agent.

Designation of an agent by an owner shall cause the agent to be an additional responsible party for purposes of this chapter and other chapters that may apply regarding the operation of the premises. All official notices of the City may be issued to the designated agent as well as the owner and in such case as a notice is served upon a designated agent such notice issued shall be deemed as having been served upon the owner of record.

§ _____ Transfer of ownership.

In the event that there is a change in the ownership of record, the rental unit registration issued under the provisions of this chapter to the former owner shall become null and void. A new rental unit registration shall be applied for not more than thirty (30) days after such change in ownership has occurred. Such new rental unit registration shall expire on the same date as the one which it replaced, and no fee shall be charged for said change nor shall an additional inspection of the premises be required.

§ _____ Refused access to the property.

A. Where the Designated City Official or his or her agent is refused access or is otherwise impeded or prevented by the owner, operator, occupier or agent from conducting an inspection of a rental dwelling property, such person shall be in violation of this chapter and subject to the penalties hereunder.

B. In addition to the provisions of division A of this section, the Designated City Official may, upon affidavit, apply to the County Municipal Court in which the premises are located for a search warrant, setting forth factually the actual conditions and circumstances that provide a reasonable basis for believing that a nuisance or violation of this chapter exists on the premises. If the Court is satisfied as to the matter permitting access to and inspection of that part of the premises on which the nuisance or violation exists. A warrant for access may be issued by the Court upon an affidavit of the Designated City Official establishing grounds therefor. Nothing in this chapter shall be construed to require an occupant, operator or owner to consent to a warrantless inspection of a rental unit, dwelling, rooming house or premises except as provided by law.

§ _____ Appeals.

The Board of Zoning and Building Appeals (the Board) shall have jurisdiction to hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Designated City Official in the enforcement or administration of this chapter.

Any person affected by any Notice of Violation which has been issued in connection with the enforcement of any of the provisions of this chapter may request and shall be granted a hearing on the matter by filing an appeal.

The person shall file, in the office of City Council, an appeal with a written request for the hearing and shall set forth the name, address, and phone number of the appellant and a brief statement of the grounds for the hearing and appeal from any Notice of Violation of this chapter. Requests shall be filed within 14 days of the date of the Notice of Violation. On receipt of the appeal, the Clerk of Council shall set a time and place for a hearing before the Board. The hearing shall be held within a reasonable time after a request has been filed. At the hearing, the appellant shall be given an opportunity to be heard and to show cause why the notice and order should be modified or dismissed, or why a variance should be granted. The failure of the appellant or his representative to appear and present his position at the hearing shall be grounds for dismissal of the request.

Any party entitled to appeal a decision of the Board may appeal to the Court of Common Pleas in which the premises are located as permitted by Ohio Revised Code Chapters 2505 and 2506.

§_____ Disclaimer of liability.

A certificate of registration is not a warranty or guarantee that there are no defects in a rental dwelling unit and the City shall not be held liable to any person for the condition of the property.

§_____ Saving clause.

All proceedings pending and all rights and liabilities existing and acquired or incurred at the effective date of this chapter are saved and may be consummated according to the law in force when they were commenced.

§_____ Validity.

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

§_____ Penalties.

A. Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the fourth degree. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.

B. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

Development Department

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

ORDINANCE REQUEST

DATE: **October 8, 2018**

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

RE: **Ordinance Authorizing and Directing the Mayor to Enter into
Contract for the Sale of Real Property; and Declaring an Emergency.**

Approval:

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

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

EMERGENCY: Due to construction timeline, and federal/state permit application of purchaser.

Contract will be finished prior to final reading.

Ordinance to Enter into a Contract for the Sale of 1421 Davidson Dr. Reynoldsburg, Ohio / Pacel
 # 060-009291-00 with Brewing Properties LLC

Real Estate Purchase and Sale Agreement

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 20___, by and among the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation (the "Seller") and Rich Hennosy (or any corporation or limited liability company to which he may assign his interest in the Lease provided that he owns at least fifty-one percent (51%) of any said corporation or limited liability company) (the "Buyer"). For simplicity, Seller and Buyer are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

BACKGROUND INFORMATION

A. Seller owns certain real estate, including all improvements, fixtures, appurtenant rights, privileges and appurtenant easements located at 1421 Davidson Drive, Reynoldsburg, Ohio, 43068, also identified and described as Parcel ID: 060-009291-00, Map Rt: 060-0106E-001-02, and the approximately 5,000 square foot building located thereon (the "Building"), as shown on the plat attached hereto as Exhibit A. The Real Property described in this Agreement is hereafter referred to as the "Property".

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the Background Information, and in consideration of the mutual covenants and agreement contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. SALE AND PURCHASE PRICE. Seller hereby agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property subject to the terms and conditions of this Agreement. The purchase price shall be One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), all of which, as adjusted pursuant to the terms of this Agreement, shall be paid by Buyer executing a Promissory Note and Mortgage to Seller, payable in one hundred and eighty (180) equal monthly installments, with no interest, beginning in the thirteenth (13th) month after the Closing.

2. EARNEST MONEY DEPOSIT. No Earnest Money deposit shall be required from Buyer for this Purchase.

3. CONTINGENCY PERIOD. Buyer shall have a period of sixty (60) days following the Effective Date hereof (the "Contingency Period") to conduct the following:

(a) Environmental and Property Inspection. Buyer shall have the right to conduct such environmental review of the Property as well as inspections, surveys, and investigations of the then physical condition of the Property. During the Contingency Period, Buyer may enter the Property during reasonable business hours to conduct tests and inspections, provided Buyer has given Seller reasonable notice thereof. Buyer shall promptly repair any damage to the Property and any other property owned by Seller resulting from its inspections, and Buyer shall hold Seller harmless and indemnify Seller from any personal injury or property damage arising out of Buyer's activities or the activities of its members, agents, employees, or authorized representatives. Buyer's obligations to repair and/or indemnify Seller contained herein shall survive the termination of this Agreement.

(b) Financial Review. Buyer shall have the right to review the contracts, and operating costs of the Property.

Buyer's obligation to purchase the Property is subject to Buyer being satisfied with items (a)&(b) above (which for simplicity are hereafter called "Buyer's Conditions to Closing") before the expiration of

the Contingency Period. If Buyer, in good faith, determines that the results of any inspection are unsatisfactory, or if any other contingencies described above are not determined to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Contingency Period, and, in such event, each Party shall be released from any further obligations under this Agreement subject to the terms of this Agreement. If Buyer fails to terminate this Agreement prior to the expiration of the Contingency Period, Buyer's rights under this Section 3 shall be deemed waived, and Seller and Buyer shall proceed with the transaction. The date of closing shall be no later than thirty (30) days after the satisfaction or waiver of Buyer's Conditions to Closing; provided (the "Closing Date").

4. SELLER'S DELIVERY TO BUYER OF SELLER'S MATERIALS. Seller agrees, to the extent in the possession or control of Seller, to deliver to Buyer within ten (10) days of the Effective Date, a full set of architectural plans and specification for the Building, any inspections, reports, title evidence, contracts, operating expense reports, and other such information as reasonably requested by Buyer. Except as provided in Section 14(g), Seller does not warrant or represent in any way that the materials provided to Buyer are accurate, only that such materials are true and complete copies of the information in the possession of Seller.

5. POSSESSION. Possession of the Property shall be delivered to Buyer at closing.

6. FIXTURES AND EQUIPMENT. The consideration paid to Seller shall include the transfer of fixtures located upon the Property (except any beer brewing equipment or restaurant equipment installed by Buyer on the Property which are currently the property of Buyer).

7. CONDITION OF IMPROVEMENTS. Seller agrees that at closing the Property specifically including the improvements constituting part of the real estate shall be in the same condition as they are on the Effective Date, reasonable wear and tear excepted.

8. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of physical loss to the Property and improvements shall be borne by Seller until closing, provided that if any property covered by this Agreement shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies of insurance covering the Property, or (b) rescind the Agreement and thereby release all parties from liability hereunder by giving written notice to Seller within five (5) business days after Buyer has received written notice of such damage or destruction. Failure by Buyer to so notify Seller of its election to rescind the Agreement shall constitute an election by Buyer to proceed with the transaction.

9. CONDEMNATION OF PROPERTY. If, prior to the Closing Date, all or any material part of the Real Property shall be condemned by any governmental authority or other lawful authority, Buyer shall have the option of either (1) completing this transaction, in which event (a) there shall be no reduction of the Purchase Price, (b) Seller shall have no duty to repair or restore, (c) subject to Seller's mortgagee consenting to the same, Seller shall pay to Buyer all condemnation proceeds theretofore or thereafter received by Seller with respect to such condemnation, and (d) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds; or (2) canceling this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further obligation to the other hereunder subject to the terms of this Agreement.

10. TITLE INSURANCE.

(a) Commitment and Title Policy. Seller shall, within ten (10) days hereafter, obtain and deliver to Buyer (1) a title insurance commitment (the "Commitment") issued by First American Title Insurance Company, through the Title Company, pursuant to which the Title Company shall agree to issue to Buyer, at Seller's sole expense, a standard ALTA owner's policy of title insurance (the "Title Policy"), in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer upon recording of the deed, subject to the exceptions therein, if any; and (2) copies of all exception instruments listed in the Commitment excepting mortgage lien and so-call standard or preprinted exceptions. The

Title Policy may include coverage for Buyer's lender, and/or such endorsements as Buyer shall specify to the Title Company, provided, however, the cost thereof and the cost to eliminate any standard exceptions (collectively, the "Special Title Coverage") shall be borne by Buyer and the obtaining of such Special Title Coverage shall not be a condition precedent to closing.

(b) Title Defects. Buyer shall have ten (10) days following receipt of the Commitment to notify Seller in writing of any objection to any matters shown in the Commitment (collectively a "Title Objection"). Any matters shown therein and not objected to by Buyer within the above described period shall be deemed approved by Buyer and shall be collectively called the "Permitted Exceptions". Buyer shall have the right to object to any new exception matters first appearing on any updated Commitment. If Buyer notifies Seller in writing of a Title Objection as set forth above, Seller shall (except as set forth in the next following sentence) have the option, but shall not be required, to remedy the Title Objection within the next following thirty (30) days; provided, however, in the event Seller has promptly commences and is diligently pursuing the remedy of such Title Objection, but cannot reasonably accomplish the same within such time period, then Buyer will not unreasonably withhold its consent to extending the time period for curing such Title Objection including extending the Closing Date for such reasonable additional period (not to exceed thirty (30) days) as may be necessary to remedy the same. The preceding notwithstanding, Seller shall be required to cure (not have the option to cure) any Title Objection that constitutes a monetary lien against the Property, but may defer payment of the same until closing. A title matter shall be considered remedied if Seller secures the agreement of the Title Company to issue the Title Policy to Buyer without making exception for the matter in question, and Title Company in fact issues the Title Policy without making exception for the matter in question, or to provide affirmative insurance with respect to such matter, provided such affirmative coverage is in form and substance reasonably acceptable to Buyer.

If Seller does not so remedy any Title Objection or notifies Buyer that Seller will not remedy any such matter, then Buyer shall have the option of either (1) completing this transaction and accepting such title as Seller is able to convey, without reduction of the Purchase Price and in full waiver of any claims related to the same, or (2) terminating this Agreement by delivery of written notice to Seller on or before the earlier of (a) the Closing Date or (b) five (5) days after Seller notifies Buyer of its inability to cure the Title Objection or its intent not to cure the Title Objection, in which event neither Party shall have any further obligation to the other hereunder subject to the terms of this Agreement. If Buyer fails to terminate the Agreement within the applicable above described period, any Title Objection shall be deemed Permitted Exceptions and Buyer shall have no further right to object to the same.

(c) Title Evidence at Closing. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the Closing Date, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning ordinances; (d) legal highways and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use as an office building (or Buyer's intended use). At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

11. CONVEYANCE AND CLOSING. At closing, Seller shall convey to Buyer fee simple and marketable title to the Real Property by General Warranty Deed.

12. TAXES AND ASSESSMENTS. At closing, Seller shall pay or credit on to the Purchase Price all delinquent taxes, including penalty and interest, all assessments which are a lien prior to the Closing Date and if any, all agricultural use tax recoupments for years prior to the year of the closing. At closing, general real estate taxes and assessments, which are a lien but not then due and payable, shall be prorated and adjusted between Seller and Buyer as of the Closing Date based on the most current tax information available with the Office of the Franklin County Treasurer, Franklin County, Ohio, with Seller charged for the Closing Date and the days prior thereto, on the basis of the last officially certified and available tax duplicate for the Property which Seller shall pay or credit on to the Purchase Price. The proration at closing shall be final.

13. OTHER PRORATIONS, ADJUSTMENTS, AND CLOSING COSTS.

(a) Prorations.

(1) Rents. At closing, rents shall be prorated and security deposits, if any, shall be transferred to Buyer, as of the Closing Date.

(2) Existing Contracts. Seller shall pay all amounts payable ("Contract Payments") under existing contracts for service, equipment leases and maintenance contract applicable to the periods prior to the Closing Date, and Buyer shall pay all Contract Payments payable for periods following and including the Closing Date. If the Contract Payments for any billing period within which the Closing Date occurs cannot be ascertained as of the Closing Date, the Parties shall estimate the amounts thereof, based on the Contract Payments for the immediately preceding billing period, and within thirty (30) days after the date on which all Contract Payments for such billing periods are known, the Parties shall re-compute such proration and adjust the difference. In the event the tenant shall fail to pay any amount due by tenants for an obligation arising prior to closing, Seller shall pay the same and in the event the tenants shall fail to pay any amount due by tenant for an obligation arising after to closing, Buyer shall pay the same.

(b) Seller's Costs. At closing, Seller shall pay (1) the cost of the Commitment and standard Title Policy (except for the Special Title Coverage) but including any endorsements provided to remedy a Title Objection; (2) the cost of recording all documents necessary to release the Property from the lien and effect of all existing mortgages and other financing documents; (3) the Title Company's fee for acting as escrow agent in connection with this transaction ("Escrow Fee"), if any; (4) the transfer or conveyance fee tax; (5) the cost of all other certificates, instruments, documents and opinions which Seller is required to deliver or cause to be delivered; and (6) without limitation, the cost of all other performance by Seller of its obligations hereunder.

(c) Buyer's Costs. At closing, Buyer shall pay (1) the cost of recording of the deed and other conveyance documents; (2) the cost of any survey, if requested by Buyer's lender; (3) the cost of all other certificates, instruments, documents and opinions which Buyer is required to deliver or cause to be delivered; and (4) without limitation, the cost of all other performance by Buyer of its obligations hereunder, including the cost of the Special Title Coverage.

14. REPRESENTATIONS AND WARRANTIES OF SELLER.

In addition to any other representations, warranties or covenants contained elsewhere in this Agreement, Seller hereby represents and warrants to Buyer as follows:

(a) Seller is the sole owner of the Property and has good and marketable fee simple title to the Property.

(b) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Ohio.

(c) Seller is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Buyer such further assurances with respect to this representation and warranty as Buyer shall reasonably request.

(d) Seller has the authority to enter into this Agreement, to perform its obligations under this Agreement, and to complete the transaction as contemplated by this Agreement, and the individual executing this Agreement on behalf of Seller has full and complete authority to execute this Agreement on behalf of Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid, binding and enforceable obligation of Seller, subject to bankruptcy and other debtor relief laws and principles of equity. The entry into this Agreement by Seller, and the performance of Seller's obligations hereunder does not violate the organizational documents of Seller or violate any agreement to which

Seller is a party or any governmental or court order or ruling applicable to Seller.

(e) Seller has not received any notice of any pending, or knowledge of any threatened condemnation or similar proceeding or pending public improvements in or adjoining the Property which will in any manner affect the Property.

(f) Seller is not aware of any pending improvement that may, at some future date, be assessed against the Property.

(g) All materials provided by Seller to Buyer are true and complete copies of the materials in the possession of Seller.

(h) To the best of Seller's knowledge (i) no Hazardous Materials (as such term is hereafter defined) of any kind or nature have been stored at, released, disposed of or located in, on or about the Property except in minimal quantities and in compliance with Environmental Laws; (ii) no Hazardous Materials of any kind have been buried or accumulated in, on or about the Property except in minimal quantities and in compliance with Environmental Laws; (iii) neither the Property nor any part thereof is contaminated by or contains any Hazardous Materials except in minimal quantities and in compliance with Environmental Laws; and (iv) no permit is required from the Ohio Environmental Protection Agency or United States Environmental Protection Agency for the use or maintenance of any improvement or facility on or about the Property. As used herein, "Hazardous Materials" refers to any material hazardous to human health which is listed in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, Hazardous Waste Control Law, Safe Drinking Water and Toxic Enforcement Act of 1986, or in the regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local environmental law, ordinance, rule or regulation (collectively, the "Environmental Laws").

(i) Except as disclosed on Exhibit B attached hereto or otherwise in this Agreement, to Seller's knowledge, there are no management contracts or Service Contracts affecting or related to the operation of the Property that are not terminable on 30 days (or less) written notice.

(j) Except as disclosed on Exhibit C attached hereto, Seller has not been served notice of any action, suit, proceeding, or investigation or, to Seller's knowledge, threatened by or before any court or governmental authority, (a) against the Seller or the Property, and (b) that would either (i) materially and adversely affect the Seller or the Property, or (ii) prevent or hinder the performance by Seller of its obligations under this Agreement or the completion of the transaction as contemplated by this Agreement.

The phrase "to Seller's knowledge" or phrases of similar import shall mean the current actual (not constructive) knowledge of the principal of Seller engaged in the ownership and management of the Property without any duty to conduct separate investigation.

15. COVENANTS OF SELLER.

(a) Without Buyer's prior written consent, Seller shall not prior to closing enter into any easement, restriction, covenant or reservation.

(b) Seller shall maintain the Property.

(c) Seller shall maintain property damage and liability insurance coverage covering the Property.

(d) Seller shall not permit a non-consensual lien to be filed against the Property, nor shall Seller permit the aggregate of all consensual liens secured by the Property to exceed the Purchase Price.

16. REPRESENTATIONS AND WARRANTIES OF BUYER. In addition to any other representations, warranties or covenants contained elsewhere in this Agreement, Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has obtained or will have obtained all consents and permissions related to the transactions contemplated by this Agreement.

(b) Buyer is an individual.

(c) Buyer is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Buyer will furnish to Seller such further assurances with respect to this representation and warranty as Seller shall reasonably request.

(d) Buyer has the authority to enter into this Agreement, to perform his obligations under this Agreement, and to complete the transaction as contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a valid, binding and enforceable obligation of Buyer, subject to bankruptcy and other debtor relief laws and principles of equity. The entry into this Agreement by Buyer, and the performance of Buyer's obligations hereunder does not violate the organizational documents of Buyer or violate any agreement to which Buyer is a party or any governmental or court order or ruling applicable to Buyer.

(e) Except as otherwise set forth elsewhere in this Agreement, Buyer is relying solely upon Buyer's own examination of the Property and inspections herein required, if any, for its physical condition, character, and suitability for Buyer's intended use.

17. **NOTICE.** All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, or facsimile or emailed addressed as follows:

If to Buyer: Rich Hennosy
4383 Jacksontown Road
Newark, Ohio 43056
Phone: () -
Fax: () -
Email: _____

With a copy to: Reese Pyle Meyer PLL
P.O. Box 919
Newark, Ohio 43058-0919
Attn: J. Andrew Crawford
Phone: (740) 345-3431
Fax: (740) 345-7302
Email: acrawford@reeseypyle.com

If to Seller: City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: _____
Phone: _____
Email: _____

With a copy to: _____

Attn: _____
Phone: _____
Fax: _____
Email: _____

Any notices or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the respective Parties at the addresses set forth above, or at such other addresses as shall be furnished in writing by any Party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

18. **PERMITTED ASSIGNMENT.** Anything herein to the contrary notwithstanding, Buyer may at Buyer's option and upon notice to Seller assign all of its rights and obligations under this Agreement to an entity formed and controlled by Buyer provided any such assignment and the assumption of such obligations by such entity shall not release Buyer from any obligations under this Agreement.

19. **BROKER'S FEE.** Buyer and Seller each represent and warrant to the other that it has not dealt with any agent, broker or finder in connection with this transaction, and agrees to indemnify and save harmless the other Party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by such other Party as a result of a breach of this representation.

20. **AS-IS / WHERE IS NATURE OF TRANSACTION.** Buyer agrees that except as to the express warranties and representations set forth in this Agreement, the transfer of the Property to Buyer from Seller is to be undertaken by Seller and accepted by Buyer on an "As-Is / Where-is" basis.

21. **MISCELLANEOUS.** This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be in writing, signed by Buyer and Seller and copies provided to them. This Agreement shall be binding upon Buyer and Seller, their heirs, administrators, executors, successors and assigns. Buyer and Seller do not intend to confer any benefits hereunder on any person, firm, corporation, or association other than the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that any provision(s) contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. Facsimile or .pdf e-mailed signatures of this Agreement and/or any notices required under this Agreement shall be deemed original and effective signatures for the purposes hereof. The headings in this Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict and/or be used to construe any provision hereof. Time is of the essence with respect to all provisions of this Agreement. All provisions of this Agreement shall survive the closing.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature to this Agreement as evidenced below (the "Effective Date").

BUYER:

Rich Hennosy
4383 Jacksontown Road
Newark, Ohio 43056
Date: _____

SELLER:

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

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

EXHIBIT A

Attachment: BL Brewery Purchase and Sale Agreement (Buckeye Lake Brewery Contract)

Development Department

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

ORDINANCE REQUEST

DATE: **October 8, 2018**

TO: **Development Department**

RE: AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN
PARCELS ALONG THE MAIN STREET AND BRICE 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.

Approval:

Completed Brad McCloud	Skipped Jed Hood	Completed Stephen Cicak
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DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN
STREET AND BRICE 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

ORDINANCE NO. -18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE 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 Main Street 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]

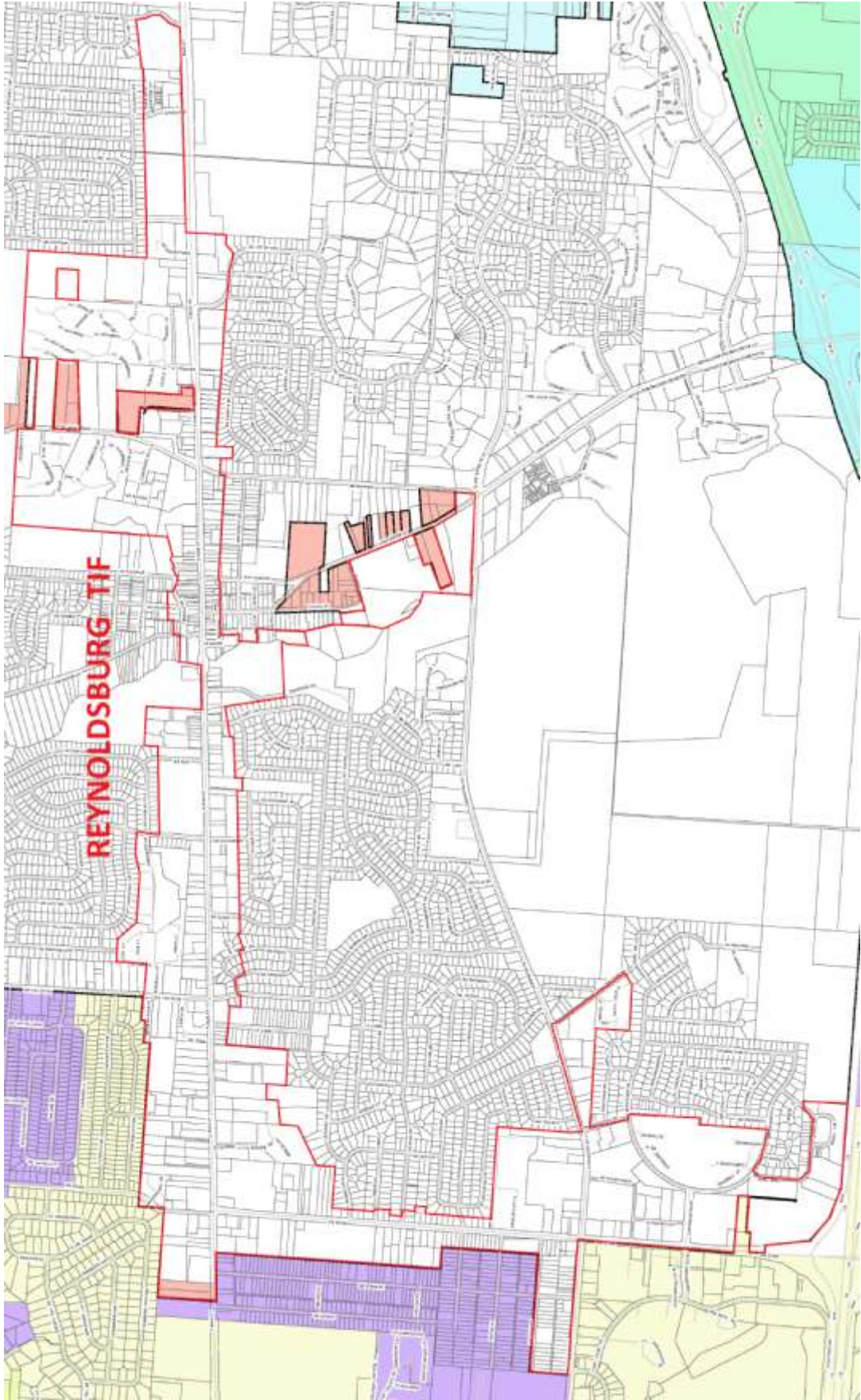


EXHIBIT B

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 new Kroger grocery store under construction on Main Street.
- **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.

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR 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 Licking Heights Local School District and the Licking County 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 Broad Street 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 Licking Heights Local School District and the Licking County 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 green) and constitutes part of this Exhibit A.



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, improvements to Waggoner Road and Broad Street intersection.
- **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, including, without limitation, multi-use trails along Waggoner Road to facilitate access to the Parcels.
- **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 8, 2018****TO: Development Department**

RE: AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR 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.

Approval:

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

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR 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

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE MAIN STREET AND BRICE 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 Main Street 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]

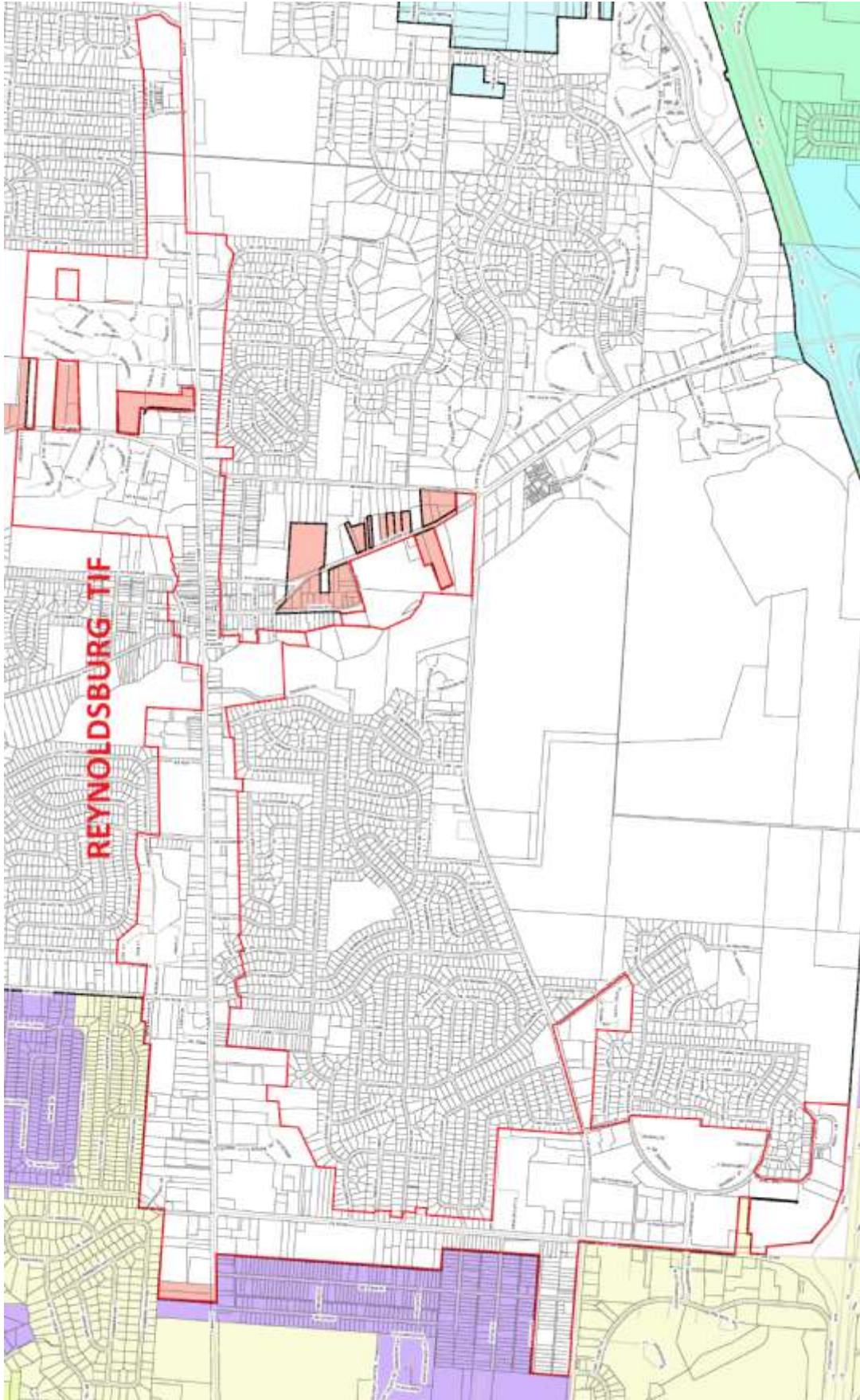


EXHIBIT B

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 new Kroger grocery store under construction on Main Street.
- **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.

ORDINANCE NO. __-18

PASSED: _____

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE BROAD STREET CORRIDOR 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 Licking Heights Local School District and the Licking County 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.

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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).

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SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Broad Street 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 Licking Heights Local School District and the Licking County 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 green) and constitutes part of this Exhibit A.



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, improvements to Waggoner Road and Broad Street intersection.
- **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, including, without limitation, multi-use trails along Waggoner Road to facilitate access to the Parcels.
- **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.

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **October 8, 2018**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE
SOLE PROVIDER OF SOLID WASTE, RECYCLABLE
MATERIALS AND YARD WASTE COLLECTION SERVICES
FOR WASTE GENERATED BY RESIDENTIAL UNITS,
MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN
THE CITY OF REYNOLDSBURG, OHIO.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The attached contract provides status-quo services for three (3) years at the following prices:

- a. \$16.71 per household per month for 2019 (same as the current contract)
- b. \$17.88 per household per month for 2020
- c. \$19.13 per household per month for 2021

NOTICE OF AWARD

**To: Rumpke of Ohio, Inc.
10795 Hughes Road
Cincinnati, Ohio 45251**

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City-Designated Facilities ("Collection Services").

The term of the Collection Services Agreement shall commence 12:01 a.m., the 1st day of January 2019, and expire at midnight, the 31st day of December, 2021.

The City of Reynoldsburg, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid.

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Collection Services Agreement within ten (10) days from the date of this Notice of Award, the City will be entitled to consider all of your rights arising out of the acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the City within ten (10) calendar days.

Dated this _____ day of _____, 2018.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2018.

By: _____

Title: _____

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR
DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE
MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY
OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the City of Reynoldsburg, Ohio (the “Collection Agreement”) entered into this ____ day of _____, 2018, is by and between the City of Reynoldsburg, Ohio (the “City”), with its offices located at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and Rumpke of Ohio, Inc. (“Contractor”), an Ohio corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during Special Events located within the City from a single Collection Contractor on an exclusive basis (“Collection Services”); and

WHEREAS, on May 21, 2018, and on May 29, 2018, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2018 Solid Waste Consortium”), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the City and its Residents; and

WHEREAS, following the official opening of the bids by the 2018 Solid Waste Consortium and consideration of bids for Collection Services, the City determined that the Collection Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the City; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the City and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

WHEREAS, the City and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 **Agreement and Independent Collection Contractor Status.** The City hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during certain Special Events within the City to the Designated Facilities. Except in the event a City implements a Food Waste, Textile, and other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for three (3) years, beginning on January 1, 2019, and terminating on December 31, 2021.
- 2.3 **Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor's employees have completed training and driven the City-approved collection routes. The City may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour; (c) that City-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant

of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; (e) that the Collection Contractor will deliver the Recyclable Materials to the City's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the City proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

- 3.1 Delivery to City-Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, City Facilities and during Special Events located within the City. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the City Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO. The Collection Contractor shall pay to the owner or operator of the City-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the City-Designated Facilities. The charge by the City-Designated Facilities shall be limited to the rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner. The City shall pay the Recyclable Materials processing fees or collect the rebates pursuant to the Alternative Revenue-Sharing Proposal.
- 3.2 Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City, are not clean,

sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

- 3.3 Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. Provided that the City approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the City, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Materials Collection Containers.** The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Collection Contractor shall provide each Residential Unit with one (1) eighteen (18) gallon lidded Recyclable Materials collection container at no additional charge, and a second eighteen (18) gallon lidded Recyclable Materials collection container at the request of any Resident. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Collection Contractor may offer to rent an additional 32, 64, or 96 gallon wheeled Recyclable Materials collection container to Residents at the price stated on Exhibit G. In the event the City supplies its Residents with a collection container for Recyclable Materials, the City and the Contractor will coordinate such activity and the Collection Contractor shall continue collection of the materials.
- 3.7 Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. In the event that the City does not supply collection containers to its Residents, the Collection Contractor may offer to rent Solid Waste collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse

to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of City or Collection Contractor provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags approved by the City and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 Collection of Bulk Items Included.** The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner at the bid price stated in Exhibit G(II). Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the City/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City, the Collection Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G.
- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Residents City.
- 3.11 Services at City Facilities.** The Collection Contractor shall provide collection containers to the City at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the City at no additional charge, provided that City requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City upon written notice to the Collection Contractor. The Contractor shall provide

Recyclable Material Collection Containers at any location identified on Exhibit E at no additional charge.

- 3.12 Collection at Special Events and Minor Remodeling Projects of City Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the City for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the City, and collect and dispose the Solid Waste in such additional containers without additional charge. The Collection Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity for the minor remodeling of any City Facility, up to five (5) pulls per year without additional charge.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the City for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. There shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise agreed in writing, no additional fee shall be charged to the City for these services notwithstanding the frequency of collections that may be required at City Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the City, unless the City has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G(II) hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities, Residential Units, or Residential Unit Equivalents.
- 3.14 Multi-Family Collection.** The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G(II), or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

ARTICLE IV — COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before December 1, 2018, the Collection Contractor shall furnish the City, for approval by the City: (a) collection routes consisting of a

route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City.) The Collection Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final City-approved Collection Routes.

- 4.2 Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week. In the event the volume of Solid Waste is limited to the Collection Container on the scheduled collection day immediately following the Fourth of July and Christmas Day, the volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.
- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City may, at the City's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by _____. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.

The Collection Contractor shall prepare an educational mailer twice a year identifying the Recyclable Materials and Yard Waste acceptable for processing. Such mailer shall be approved by the City and SWACO and following such approval, the Collection Contractor shall deliver the approved mailer to each Residential Unit. The bid price shall include all costs associated with development and distribution of the educational mailer.

- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the City shall not be responsible for the cost of Optional Carry-out Collection Service.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such cleanup services using City employees or other Collection Contractors and withhold release of payment in accordance with Section 6.2.
- 4.8 Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken City/Collection Contractor-provided collection containers provided by the Collection Contractor shall be maintained, repaired and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.9 Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag

advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

- 4.10 Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.

- 4.11 Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the City. This report shall be provided to the City at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the City may agree to utilize a different procedure, provided such agreement is in writing.

- 4.12 Collection Contractor's Response to Complaints.** The City shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the City to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the City at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

- 4.13 Annual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in October of each contract year and provide the survey results to the City and the Solid Waste Authority of Central Ohio no later than November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a recycling container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all residential households in the City during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of the City households. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be

conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 Performance Assurance.** The Collection Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the City its written response to any such demand. In the event that the City does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the City deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of One Million, Nine Hundred Ninety Five Thousand, One Hundred Seventy Four Dollars (\$1,995,174.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized

to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

5.5 Workers' Compensation Coverage. Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

5.6 Indemnification. The Collection Contractor shall save, indemnify and hold the City, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

5.7 Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the City, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse

effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 Indemnity Not Limited.** In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.
- 5.10 Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 Collection Contractor Billings to City and City Payment.** The Collection Contractor shall bill the City for the Collection Services within ten (10) days following the end of the month, and the City shall pay the Collection Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit G, increased for additional services requested and approved by the City or reduced by the City as provided in this Collection Agreement. In the event the City reduces payment to the Collection Contractor, in good faith and at its sole discretion, the City will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Collection Contractor disputes the basis for the reduction in payment, the City shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the City is under no obligation to accept the validity of any such dispute.

The Collection Contractor shall be paid for the number of Residential Units within the City based on the records maintained by the Franklin County Auditor as those parcels are listed on the real property tax duplicate for Franklin County, subject to Section 6.3. As the number of Residential Units being serviced in the City increases or decreases, the Collection Contractor and the City may adjust the number of Residential Units accordingly. Any Optional Services Service Charges must be billed to the Resident or Owner directly, unless the City has otherwise agreed to be responsible for such charges in writing.

6.2 Deductions from Collection Contractor's Invoice for Non-performance.

If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

6.3 Unoccupied or Vacant Residential Units. Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City that Collection Services is not required at the unoccupied or vacant Residential Unit. The City shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the City or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4 Annual Review of Generation. Annually, the Collection Contractor and the City shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City and its Residents and delivered to the City-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase of more than ten percent (10%) in the per household generation of separated Recyclable Materials, the Collection Contractor shall implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City. In the event the City elects Rumpke's Alternative Revenue Sharing Proposal for Recycling Processing, the Collection Contractor may be required to rebate the City, or reduce the per household per month price (if billing the Residential Units directly), an appropriate amount to be addressed in an addendum.

- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Collection Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Collection Contractor's invoice received by the City or Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on June 18, 2018 (\$3.173), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$0.25) per gallon from the base price. Each twenty-five cent incremental (\$0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City, (including miles traveled on the collection route, and average number of round trips to: the Franklin County Sanitary Landfill, City-Designated Recyclable Materials Facility, and City-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill and Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

- 6.7 Data Collection and Monthly Reporting.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City collected by the Collection Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City pursuant to this Collection Agreement that the Collection Contractor delivers to the City-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the City-Designated Facilities; and (c) a record of each Residential Unit tagged or refused service pursuant to paragraph 4.9 and identification of the unacceptable waste or placement of waste. Upon request of the City, the Collection Contractor shall provide copies of weight receipts and invoices that the Collection Contractor obtains from the City-Designated Facilities. The Collection Contractor shall prepare such records and provide them to the City on a monthly basis.

The Collection Contractor shall also utilize the Re-TRAC™ data management system and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the City for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the City and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8 Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the City or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the

Collection Agreement in the following manner: the City shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

- 7.2 Surety or City Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.
- 7.3 Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

- 7.5 **Termination of City-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain City-Designated Facilities. In the event of termination of an agreement with a City-Designated Facility, and until notification by the City of an alternative facility selected by the City, the Collection Contractor shall be excused from delivering materials to the City-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the City's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate City-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City-Designated Facility agreement shall be documented and provided to the City. Any additional reasonable costs as determined by the City incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the City obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the City is able to issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the City, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the City or the Collection Contractor shall be effective unless in writing signed by the City and the Collection Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection

Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.

- 8.7 Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the Collection Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

City of Reynoldsburg, Ohio

(Signature)

(Printed Name)

(Title)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

Defined Terms

2018 Consortium or 2018 Community Consortium or Gahanna/Reynoldsburg Consortium: collectively, the Cities of Gahanna and Reynoldsburg, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Collection Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.

Carry-out Collection Services: the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside.

City or Township-approved Collection Route(s): the route showing the starting and ending points of collection within the City or Township as approved by each City or Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

City or Township-Designated Facilities: the facilities where all City or Township-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, _____, or any other facility designated by a City or Township; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a City or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City or Township.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during Special Events within the City or Township.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the City or Township.

Designated Facility: the location or facility to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Collection Services.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Invitation to Bid: the request of the Participating Communities to secure the Collection Services.

Joint Bid Process: the bidding process for the Collection Services and other optional services of the Participating Communities.

Judicial Set-Out Order/Eviction: When a court or landlord authorizes an eviction, the Residential Unit Owner is responsible for the clean-up of any remaining debris from the street following the eviction or court-ordered twenty-four (24) hour period. The Residential Unit Owner may contract with a private hauler or if collected by the Collection Contractor, the Collection Contractor may directly bill the Residential Unit Owner at the bid price on Exhibit G(II).

Multi-Family: A residential dwelling consisting of four (4) or more units.

Municipal Facilities: City or Township-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

Notice of Award: written notification that a Bid has been accepted by a Participating Community for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the City/Township is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbons (CFC) removal; and rental or purchase of additional 64 or 96 gallon collection containers.

Owner: the legal titleholder of record of any Residential Unit within the City or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Community or Communities: the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the Cities of Gahanna and Reynoldsburg.

Performance Bond: the bond insuring performance of the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted. Recyclable Materials may include the existing collection containers currently being used by an unknown number of Reynoldsburg Residents.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the City or Township-Designated Facility.

Resident: an adult occupant, Owner or tenant of a Residential Unit.

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City or Township.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a City/Township for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during City or Township-identified events listed on Exhibit E, attached to each Participating Community’s Collection Agreement and included in the Bid Documents, including but not limited to City or Township-wide designated clean-up weeks.

Successful Bidder: the Bidder or Bidders each Participating Community concludes has submitted the lowest price and best bid for the Collection Services, receiving a final Notice of Award.

Textile or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566

Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a City or Township-Designated Facility.

EXHIBIT B**Workers' Compensation Coverage**

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to City/Township on a going-forward basis as Certificates expire.



Bureau of Workers'
Compensation

30 W. Spring St.
Columbus OH 43215-2256

Governor John R. Kasich
Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20005522	Period Specified Below
RUMPKE CONSOLIDATED COMPANIES, INC. 10772 HUGHES RD CINCINNATI, OH 45251-4524	July 01, 2018 to July 01, 2019

Sub(s):

20005522-006 WILLIAM THOMAS GROUP, INC.
20005522-005 RUMPKE WASTE, INC
20005522-004 RUMPKE OF OHIO INC
20005522-003 RUMPKE TRANSPORTATION COMPANY LLC
20005522-001 RUMPKE OF NORTHERN OHIO, INC.
20005522-002 RUMPKE SANITARY LANDFILL, INC.



Waste & Recycling Services

Dorothea Martin - Workers Compensation Administrator

10772 Hughes Road, Cincinnati, Oh 45251
Office: 513.741.2627 • Cell: 513.623.4149
Fax: 513.741.5205
Email: dorothea.martin@rumpke.com
www.rumpke.com



Waste & Recycling Services

Ashlee Essex — Workers Compensation Administrator

10772 Hughes Rd, Cincinnati, Ohio 45251
Office: 1.513.741.2649 • Fax: 513.741.5205
Cell: 513.426.5281
Email: ashlee.essex@rumpke.com
www.rumpke.com

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison
Administrator/CEO

BWC-7201
SI-1

EXHIBIT C**Implementation Plan Forms**

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.



Exhibit C Implementation Plan

Collection services will be provided by Rumpke's Columbus, Ohio operation, about which further information may be found in the provided attachments.

Rumpke plans to utilize existing trucks and equipment and obtain additional equipment as necessary to service the community(ies) per the specifications and services identified in the community's selected service option.

If Contractor-Provided and Contractor-Rented Carts of the selected size and specifications are already distributed in the community, they will not be collected and replaced. Continued maintenance and replacements will be offered as needed in accordance with the specifications.

Should additional cart distribution be necessary per the selected service option, it will be coordinated by Rumpke with each community. Rumpke plans to have any additional necessary cart roll-outs performed by the start date of the new contract (Jan. 1, 2019) unless the community prefers and communicates differently, or it is otherwise mutually agreed. Cart rentals will continue to be offered and delivered by Rumpke.

Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.

Materials will be disposed or processed at the facilities referenced in the bid specs and anticipates no significant changes from the routes and destinations currently utilized. Recyclables Materials will be processed at Rumpke's Columbus MRF located at 1191 Fields Avenue, Columbus, OH 43201.

Following the effective date, Rumpke will certify compliance with the following:

- (a) sufficient vehicles, collection containers and equipment to perform
- (b) that Collection Contractor's employees have completed training and driven the City/Township-approved collection routes. The City/Township may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour;
- (c) that City/Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers;
- (d) that the delivery of any Collection Contractor-provided collection containers is complete;
- (e) that the Collection Contractor will deliver the Recyclable Materials to the City/Township's Designated Facility for processing (\$0.00 per ton tipping fee in 2019) and implement the implementation plan in year(s) 2020 through 2023, if applicable; and
- (f) that the Collection Contractor has delivered to the City/Township proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied

Rumpke acknowledges all additional requests, deliverables and other items referenced in the Implementation Plan (Section 2.3) and will coordinate specific deadlines or provide additional details related to the plan with each community following the Notice of Award, or before if requested.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 9th day of November, A.D. 2016.*

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

Validation Number: 201631401598

EXHIBIT D**PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2018, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City/Township-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2018, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate

Seal)

City of Reynoldsburg, Ohio

Approximate annual volume (by ton) of:

Solid Waste	= 10,098
Recyclable Materials	= 1,872
Yard Waste	= 1,911

Entity that performs billing services: City of Reynoldsburg

The Contractor shall provide a four (4) cubic yard container with service to the City twice a week at the following locations at no charge:

- a) City Municipal Building / Police Station Complex
- b) Senior Citizen Center
- c) Street Department Complex
- d) Water / Wastewater Complex
- e) Livingston House

The Contractor shall provide four (4) cubic yard containers for Recyclable Materials at each of the above mentioned facilities with collection twice per week at the City Municipal Building / Police Station Complex, and once per week at all other facilities. In addition, the Contractor shall provide collection service on the same day as the Residential Collection within the City for the City-owned collection containers located on Main Street between the Western corporation limits of the City to Waggoner Road at no charge.

The Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity at no charge upon request of the Safety / Service Director for the following Special Events: 1) Tomato Festival; 2) Spring Clean-up Week (six (6) open top roll-off containers provided for one week); 3) Farmers Market; 4) Taste of Reynoldsburg; 5) 4th of July. The Contractor shall provide Collection Services up to 5 pulls per Special Event. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

The Contractor shall provide open top roll-off containers and Collection Services for the minor remodeling of any Municipal Facility, up to five (5) pulls per year. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

No additional fee shall be charged to the City for these services notwithstanding the size, number and location of Collection Containers, the frequency of collections that may be required or the volume or nature of the waste collected.

EXHIBIT F

Insurance Coverage Requirements
 (please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Township/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

EXHIBIT G – BID FORMS – PART II**ADDITIONAL MANDATORY COLLECTION SERVICES**

(Contractors are advised that they shall provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>2.55</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.50</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ¹	\$ <u>20.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>65.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>36.00</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>42.00</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>48.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>435.00</u>

¹ The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

EXHIBIT G – BID FORMS – PART II**ADDITIONAL MANDATORY COLLECTION SERVICES**

Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>480.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>569.00</u>
Per Residential Unit per month surcharge for the Rental of 48, 64 or 96 gallon Solid Waste or Recyclable Materials Collection Container ²	\$ <u>3.25</u> (96)
	\$ <u>3.25</u> (64)
	\$ <u>3.25</u> (48)
Purchase of 48, 64 or 96 gallon unbranded Solid Waste or Recyclable Materials Collection Containers, and billed to individual Residential Units ³ .	\$ <u>9.00</u> (96)
	\$ <u>9.00</u> (64)
	\$ <u>9.00</u> (48)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>235.00</u>
Per Residential Unit surcharge for delivery of a smaller or larger Collection Container at Resident request after implementation plan expires	\$ <u>25.00</u>
Per Residential Unit per month surcharge fee for maintenance of containers if the carts are supplied by the community.	\$ <u>2.00</u>

² Such bid price is for the **rental** of collection containers that an individual Resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

³ Such bid price is for the **purchase** and collection of collection containers that an individual resident may request in addition to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

EXHIBIT G – BID FORMS – PART II**ADDITIONAL MANDATORY COLLECTION SERVICES**

<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 22.50	\$ 45.00	\$ 67.50	\$ 90.00	\$ 112.50	\$ 135.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.31
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$ 1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$ 1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$ 11,412.00	\$ 13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$ 11,592.00	\$ 13,838.40

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and processing. There shall be no rental fee or any charge for provision of the container or compactor.

Attachment: Reynoldsburg Collection Agreement with Exhibits (Collection, Transportation, and Delivery for Disposal of Waste and

EXHIBIT G – BID FORMS – PART II
ADDITIONAL OPTIONAL COLLECTION SERVICES

<u>Recyclable Materials</u> <u>Collection for</u> <u>Multi-Family*</u>	Pulls/Collections Per Week*					
Container Size	1	2	3	4	5	6
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.60	\$ 189.00
2 to 3 cubic yards	\$ 40.50	\$ 81.00	\$ 121.50	\$ 162.00	\$ 202.50	\$ 243.00
4 cubic yards	\$ 44.93	\$ 89.86	\$ 134.78	\$ 179.71	\$ 224.64	\$ 269.57
6 cubic yards	\$ 67.38	\$ 134.77	\$ 202.15	\$ 269.53	\$ 336.92	\$ 404.30
8 cubic yards	\$ 89.85	\$ 179.69	\$ 269.54	\$ 359.39	\$ 449.24	\$ 539.08
10 cubic yards	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.56	\$ 673.87
6-cubic yd. compactors	\$ 202.16	\$ 404.32	\$ 606.47	\$ 808.63	\$1,010.79	\$ 1,212.95
8-cubic yd. compactors	\$ 269.55	\$ 539.10	\$ 808.65	\$ 1,078.20	\$1,347.75	\$ 1,617.30
30-cubic yd compactors	\$ 2,570.40	\$ 4,780.80	\$ 6,991.20	\$ 9,201.60	\$11,412.00	\$13,622.40
35-cubic yd compactors	\$ 2,606.40	\$ 4,852.80	\$ 7,099.20	\$ 9,345.60	\$11,592.00	\$13,838.40

*While not as an exclusive hauler, such pricing shall be made available to Multi-Family, as defined in Exhibit A.

Bid Clarifications

The following applies to all submissions from Rumpke, including base bids and alternate bids:

Rumpke's submission takes exception to Section 5.10 Covenant Not to Sue, which states "During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/Township."

The prices, terms and other items submitted are specific to the costs, resources and requirements of providing the given services to one or more of the communities, as specified in the Bid Documents or Rumpke's alternate bid(s), and are therefore extended only to the specified community or communities by way of our submission. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities, townships and villages located within or adjacent to SWACO's district if they should wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48.

Any alternate bid submitted by Rumpke contains pricing and terms applicable to the specified community only. Rumpke reserves the right to accept or deny the participation of any unspecified community or entity under the same prices, terms and services in accordance with Ohio Revised Code Section 9.48.

Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the allocation percentage of Residuals hinders or prohibits the processing of delivered materials, as reported by Rumpke's MRF, the Collection Contractor reserves the right to pass through any charges imposed by the Recycling Services Contractor in accordance with the Recycling Services bid for transportation, disposal, material handling and other costs incurred to properly manage the materials obtained.

For communities that, per Addendum 2, intend to continue handling billing and going forward in 2020, paying for any Recycling Processing costs, the bid price provided does not include any consideration of Recycling Processing fees.

For communities that, per Addendum 2, intend to have the Collection Contractor bill the Residential Units in the community and in years 2-5 of the contract, pay for the Recycling Processing fees and pass through the cost of Recycling Processing and collect as a line item on the bills the Residential Units, the following is assumed:

- 1) The bid price provided does not include any consideration of Recycling Processing fees. The additional charge for recycling will depend on the tonnage generated, the number of households and the recycling processing option chosen (\$35.00 per ton, or the Rumpke Alternative Recyclable Materials Revenue Sharing Proposal).
- 2) Billing arrangements and pass-through protocols will be discussed and mutually agreed upon by the community and the Collection Contractor in alignment with the Collection Contractor's existing billing capabilities and accounting policies and in consideration of bid prices.

Alternate Bid #2: Reynoldsburg

Status Quo Service

Includes Current Services, Carts & Rental Options

3-Year Term

Monthly Service Rates & Inclusions				
3-Year Term	2019	2020	2021	2022-23
Base Rate	\$ 16.71	\$ 17.88	\$ 19.13	*
Weekly trash, recycling and yard waste service with the currently distributed Contractor-Provided Cart(s), if any. Prior to contract expiration, optional extension(s) for year(s) 2022 and 2023 may be mutually agreed upon by the community and Contractor at an adjusted rate.				
Contractor-Rented Cart (Optional)	See Exhibit G Bid Form - Part II			95-Gallon Trash Carts and 65 or 95-Gallon Recycling Carts offered by the Contractor for rent at the option of a Residential Unit.

Service Descriptions
Overview: Trash, recycling and yard waste materials will be collected separately.
Bulk Item Service: Bulk items will be collected weekly on the trash service day. Support is asked to improve advanced scheduling for bulk items.
Service Days: Current service day(s) will remain the same unless changes are discussed and mutually agreed upon by the Contractor and community.
Containers: Approved personal or Contractor-Rented containers and/or personal bags may be used for material that does not fit inside the Contractor-Provided cart. Contractor-Rented, Contractor-Provided and Contractor-Distributed Trash Carts and Recycling Carts will be brown and dark green respectively, branded and collected at the end of the contract term should the community change Contractors.

See Bid Clarifications for applicable clarifications.

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: October 8, 2018****TO: Finance and Administration Committee****RE: REQUEST AUTHORIZATION TO CREATE THE COMMUNITY
EVENTS DEPARTMENT UNDER ADMINISTRATION AND THE
FUNDING ACCOUNTS (110.344) FOR BUDGET PURPOSES**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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**REQUEST AUTHORIZATION TO CREATE THE COMMUNITY EVENTS
DEPARTMENT UNDER ADMINISTRATION AND THE FUNDING ACCOUNTS
(110.344) FOR BUDGET PURPOSES**

OFFICE OF THE MAYOR

Brad McCloud
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-6809 phone
(614) 322-6866 fax

**MEMORANDUM**

DATE: September 15, 2018
TO: City Council
RE: Request to Create a Community Events Department

At the suggestion of the City Auditor, the Administration is requesting the creation of a new department, entitled Community Events. This is solely so that the funds associated with the community events can be more easily tracked and monitored from a financial stand point.

There is no additional staff needed and this move is completely budget-neutral. If you have any questions please do not hesitate to contact me, Sandra Boller, or Stephen Cicak.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: October 8, 2018****TO: Development, Parks and Recreation Committee****RE: ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND TO AN ACCOUNT IN THE PARKS &
RECREATION DEPARTMENT.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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A total of \$6,046 has been raised in sponsorship monies for the Parks and Recreation Department.

Requesting Council make the following appropriations from the unappropriated General Fund:

Appropriate \$2,500 into Account 110.340.5213 Maintenance Supplies

Appropriate \$ 546 into Account 110.340.5215 Recreational Supplies

Appropriate \$3,000 into Account 110.340.5303 Special Events

Four Seasons Garden Club \$ 500

Gold Fish Swim 200

Cotner Funeral Home 2,500

TS Tech 2,000

Heartland Bank 500

Kona Ice 346

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

Total \$ 6,046

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: October 8, 2018****TO: Public Safety, Law and Courts Committee****RE: Ordinance Requesting to Appropriate Money from the General Fund
Marked as Heroes' for Helpers to Account 110.111.5207 in the
Amount of \$500.00**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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A donation of \$500.00 was made by ***Cops for Kids*** to benefit the ***Heroes' for Helpers*** event that will take place in December. Please re-appropriate \$500.00 from the general fund to account 110.111.5207.

Reynoldsburg Police Department
Chief David Plesich
 7240 East Main Street
 Reynoldsburg, Ohio 43068

INTER-OFFICE COMMUNICATION

Date: July 30, 2018
 To: Joni Crawford
 From: Cheryl Kristy
 Regarding: Heroes' for Helpers Donation

Please credit the general fund \$500.00 for the above donation. I will do a legislative request asking the money to be re-appropriated to the 110.111.5207 account.

Enclosed:

Cops for Kids Inc CK1018 \$500.00

COPS FOR KIDS INC 03-18 1018
 2018 RENKO RD
 ASHTABULA, OH 44004-9429

Date 7/22/18

Pay to the Order of: REYNOLDSBURG Police Dept \$ 500.00
Five Hundred 00/100 Dollars

PNC BANK
 PNC Bank, N.A. 070

For: Xmas Youth Program Cheryl Kristy

⑆041000124⑆ 4124010508⑈ 1018

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

Date: 07/30/2018
 Receipt: 2018-0003116
 Received From: Cops For Kids Inc

AUD 004	500.00
Heroes's for Helpers donation	
Receipt Total	500.00
Check: 1018	500.00
Total Remitted	500.00
Total Received	500.00

Attachment: Heroes for Helpers (97-18 : Request to Appropriation Funds for Heroes for Helpers)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **October 8, 2018**

TO: **Public Service and Transportation Committee**

RE: An Ordinance to Vacate Easements Over Property Located at 7309 and
7311 Livingston Avenue

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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To vacate current permanent easement for Columbus Metropolitan Parks District at 7309 and 7311 Livingston Ave Reynoldsburg, Ohio 43068, from Franklin County Records office Volume 3250 Page 201.

Water and sewer main line easement and make it a Private Master Meter service system to the Golf Course and Parks District.

At there cost they, will construct and build a Master Meter Vault on the current 6" Water line at the right of way along Livingston Ave, and make the 8" Sewer Main at the right of way at Livingston Ave all private.

The City's water and sewer responsibility will stop at the right of way

Vacating Water and Sewer easement for the Columbus Metropolitan Park District at 7309 & 7311 Livingston Ave. Purpose is to place a water meter vault at the Water Main at the right of way and add a Master Meter and make the current water line and sewer line from the Right of Way a private water main and sewer main system.

Benefits to vacating permanent easement, age of infrastructure, cost to repairing or replacing said infrastructure, revenue from capacity fee's would not cover cost to repair and restorations, long term overall savings, and city would benefit from additonal revenue with a master meter.

RECORD OF ORDINANCES

National Graphics Corp., Cels., O.

Form No. 2808-A

Ordinance No. 84-72 Passed July 24 1972

ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ACCEPT RECORDED DEEDS OF EASEMENT

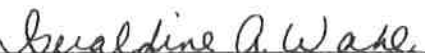
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

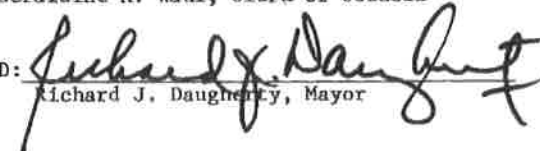
SECTION 1. That the Director of Public Service be and he is hereby authorized and directed to accept on behalf of the City of Reynoldsburg, the following recorded deed of easement granted to lay, maintain, operate, repair and remove underground pipe for the transmission of water including such meter chambers and valves as are necessary for this purpose, under and through said tract:

Deed of Easement - Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District of Columbus, Franklin County, recorded in Deed Volume 3250, Page 201, Franklin County Recorder's Office.

SECTION 2. That this ordinance shall take effect and be in force at the earliest period allowed by law.

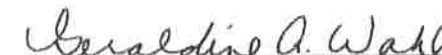

Melvin Clemens, President of Council

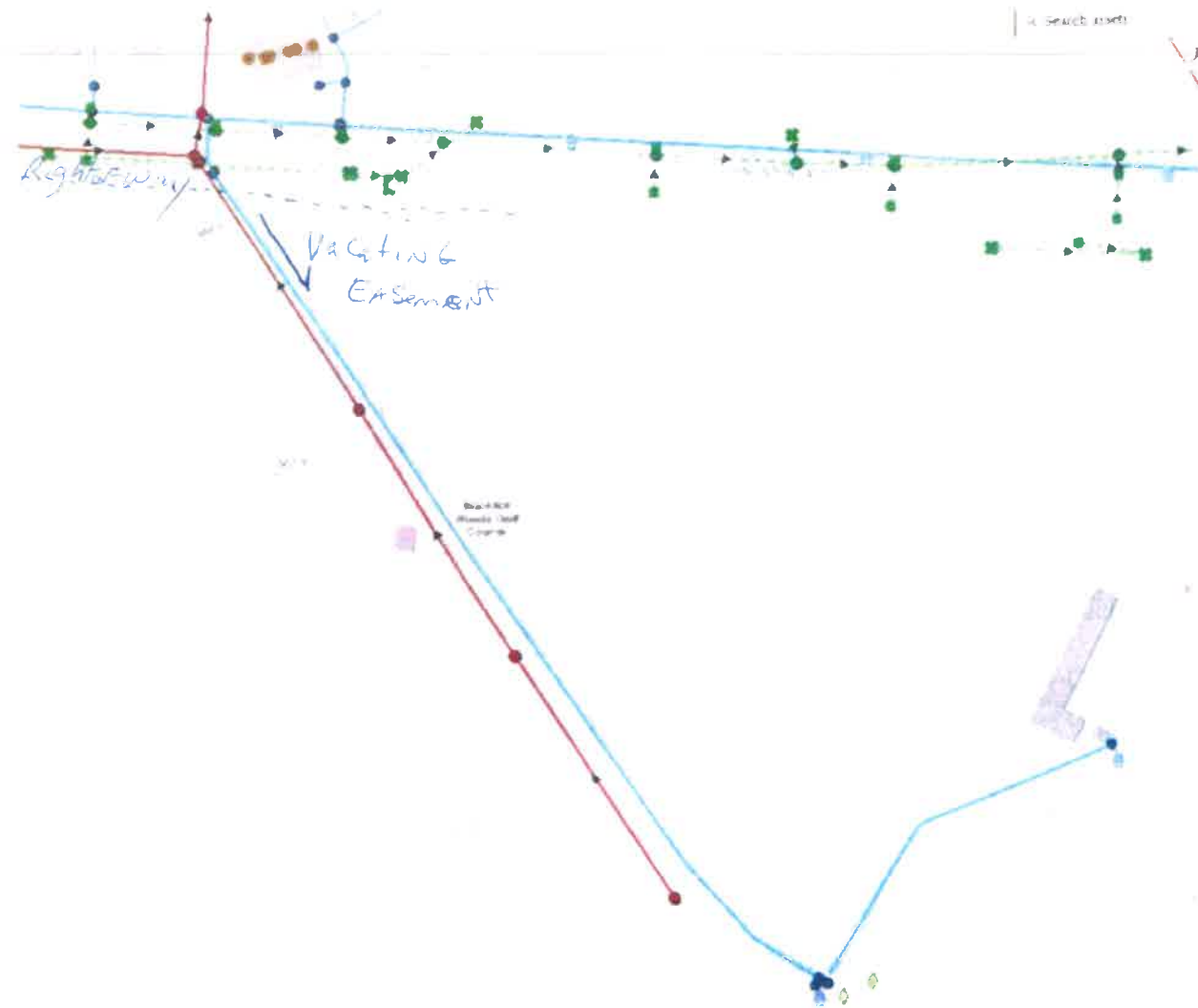
ATTEST: 
Geraldine A. Wahl, Clerk of Council

APPROVED: 
Richard J. Daugherty, Mayor

C E R T I F I C A T E

I, Geraldine A. Wahl, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. 84-72 as passed by the Council of said City on the 24th day of July, 1972 and as recorded in the Record of Proceedings of said Council.


Geraldine A. Wahl, Clerk of Council





532500095

VOL 3250 PAGE 201

EASEMENT

17232

In consideration of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, the Columbus and Franklin County Metropolitan Park District, pursuant to a resolution adopted by the Board of Park Commissioners, does hereby grant to the City of Reynoldsburg, Ohio, its successors and assigns, the right and easement to lay, maintain, operate, repair and remove underground pipe for the transmission of water including such meter chambers and valves as are necessary for this purpose, under and through the following described real property, to-wit:

Situate in the County of Franklin, State of Ohio, City of Reynoldsburg, Ohio, being located in Section 18, Township 16, Range 20, Refugee Lands, and being strips of land ten (10) feet in width across the tracts conveyed to "BOARD OF PARK COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT," said strips to be the areas designated "10' Easement" on the attached plan (made a part hereof) entitled "PRIVATE WATER IMPROVEMENT NO. 201, STONEYCREEK GOLF COURSE," which plan is also on file in the office of the Director of Public Service of the City of Reynoldsburg, Ohio.

IN WITNESS WHEREOF, the said Edward F. Hutchins, Director-Secretary of the Columbus and Franklin County Metropolitan Park District, had hereunto set his hand this 28th day of June, 1972 A.D.

Signed and acknowledged in the presence of:

Columbus and Franklin County
Metropolitan Park District

Robert W. Lee

James C. Dwyer

STATE OF OHIO) SS
COUNTY OF FRANKLIN)

By: Edward F. Hutchins
Edward F. Hutchins, Director-Secretary

TRANSFER
NOT NECESSARY
JUL 3 1972

ARCH J. WARREN
AUDITOR
FRANKLIN COUNTY, OHIO



BE IT REMEMBERED, That on this 28th day of June, 1972, before me the subscriber, a Notary Public in and for the said County, personally came the above named Edward F. Hutchins, Director Secretary of the "BOARD OF PARK COMMISSIONERS OF THE COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT," the Grantor in the foregoing Easement, acknowledged that he did sign the same as an officer of said Board pursuant to a Resolution adopted by said Board, and that the execution was his own act and deed and the free act and deed of said Board.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year first aforesaid.



John A. Metzger
Notary Public

Columbus, Ohio

7/12/72

Received JUL 3 - 1972

Recorded JUL 6 - 1972

JAMES A. SCHAEFER, Recorder

Recorder's Fee \$...2.00

CITY OF REYNOLDSBURG, OHIO
PRIVATE SEWER IMPROVEMENT NO. 192
STONEY CREEK GOLF COURSE
COLUMBUS METROPOLITAN PARK DISTRICT

GENERAL NOTES

All workmanship and materials shall conform to the current specifications of the City of Reynoldsburg, Ohio.

The Contractor shall investigate and locate all existing utilities prior to construction.

The Contractor shall obtain all necessary permits. All necessary permits and licenses shall be obtained from the office of the Director of Public Service, City of Reynoldsburg, Ohio, prior to construction.

The Contractor's specific attention is directed to the requirements of the exfiltration test as specified by the City of Reynoldsburg, Ohio.

All sewer pipe shall be laid with stone or gravel backing as shown on Standard Construction Drawing R-1.

Pipe for all 6" services shall be Vitrified Clay Pipe with Compression Type Joints. Services are subject to the exfiltration test.

The minimum requirements for sewer pipe with 12-feet or less of cover shall be standard strength clay pipe C13-65T or asbestos cement sewer pipe C428-65T, Class 1500 or non reinforced concrete pipe C14-65.

The minimum requirements for sewer pipe with more than 12-feet of cover shall be extra strength clay pipe C200-65T or asbestos cement sewer pipe C428-65T, Class 2400 or extra strength non-reinforced concrete pipe C14-65.

Approved Y-Poles made of 2"x2" lumber shall be furnished and placed at all Y-branches and at the end of extended services. The cost of this work shall be included in the price bid for the sewer items.

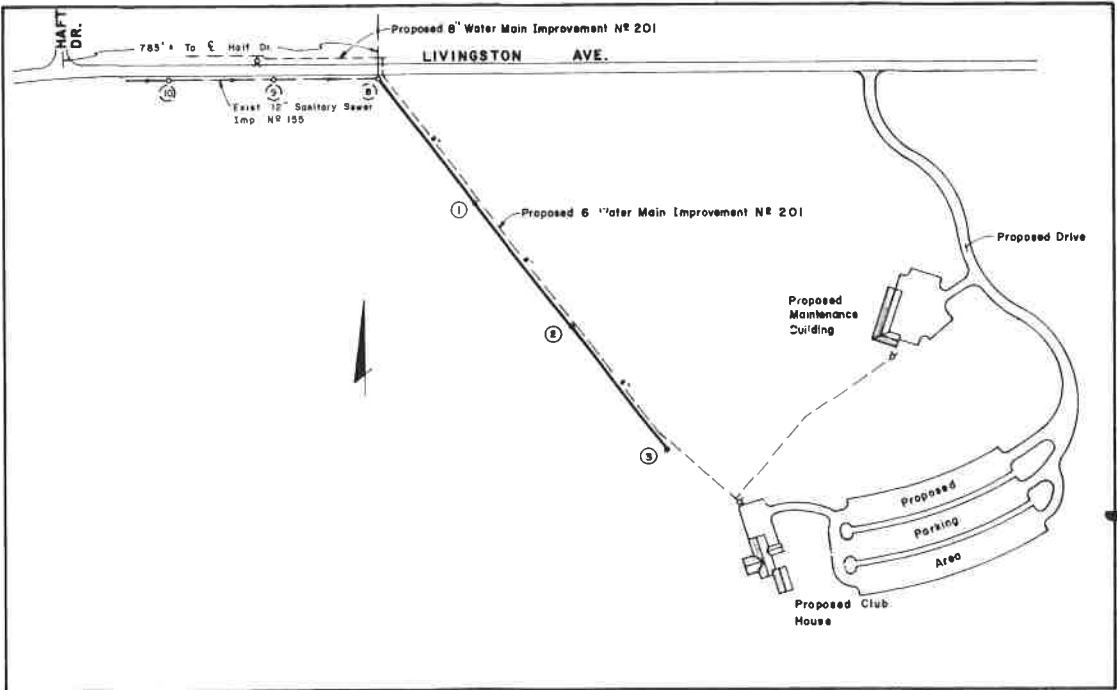
Risers shall be placed on wyes as directed by the Engineer.

Where the sewers are within or cross proposed pavement areas, the trench shall be backfilled with an approved granular material. The cost of this work to be included in the price bid for sewer pipe.

Manhole tops shall be built or subsequently adjusted to meet surface grades established for the development. Cost of this work to be included in the price bid for the various sewer items.

Roof Drains, Foundation Drains and other clean Water Connections to the Sanitary Sewer System are prohibited on this project.

The Contractor and Subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.



LOCATION MAP
SCALE - 1" = 200'

CITY OF REYNOLDSBURG STANDARD CONSTRUCTION DRAWINGS

Dimensions for Pipe Sewer R-1
Cast Iron Top for Standard Manhole R-8
Precast Concrete Pipe Manhole R-38

ESTIMATE OF QUANTITIES		
DESCRIPTION	QUANTITY	UNIT
8" Sanitary Sewer (Extra Strength)	1155	Lin. Ft.
Precast Concrete Pipe Manholes	3	Each

ASBESTOS CEMENT PIPE USED

B.M. - Spike south side of utility pole N° 211A217 north side Livingston Ave. opposite existing manhole N° 8.
Elev. 865.50

PREPARED BY
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS

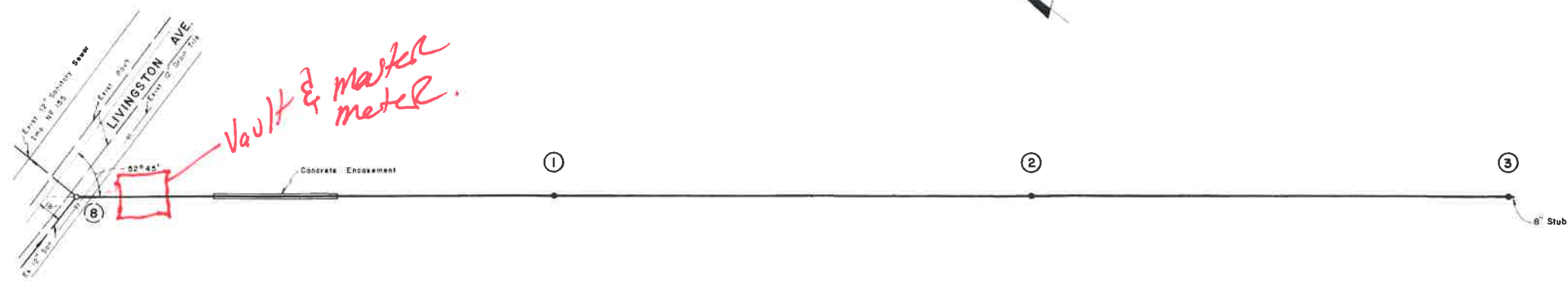
By *Harold L. Jett* 12-27-71
Registered Engineer Date

Approved this 28th day of December, 1971

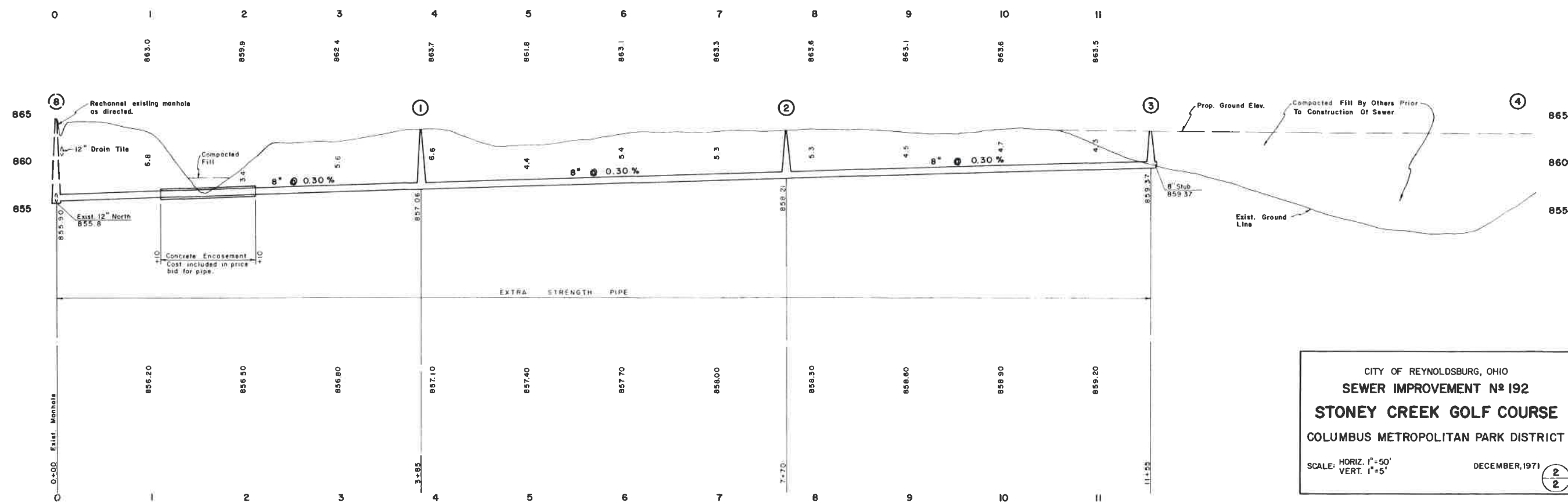
[Signature]
EVANS, MECHWART, HAMBLETON & TILTON, INC.
City Engineer

Approved this 28th day of December, 1971

[Signature]
DIRECTOR OF PUBLIC SERVICE
City of Reynoldsburg, Ohio



NOTE Re: EMBANKMENT
The proposed embankment shall be constructed to an elevation of least 2 feet above the top of the proposed pipe PRIOR to trenching for the sanitary sewer. All such embankment shall meet the requirements of Item 203 of the Ohio Department of Highways Specifications.



CITY OF REYNOLDSBURG, OHIO
SEWER IMPROVEMENT N^o 192
STONEY CREEK GOLF COURSE
COLUMBUS METROPOLITAN PARK DISTRICT

SCALE: HORIZ. 1"=50'
VERT. 1"=5'

DECEMBER, 1971

2/2

Revised as Constructed August, 1972

681

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

DATE: October 8, 2018**TO: Finance and Administration Committee****RE: Authority to pay Bond Payment of \$365,092.50 due December 2018**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Ordinance Making Appropriation for Debt Service Payments on Community Center Bonds from
Account 310.991.5424