



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 28, 2020**

Council President Leanora Jenkins called the meeting to order at 6:32 PM

This meeting is being held virtually and is live streamed on the City's Facebook page. The necessary equipment needed to be live streamed in person is being planned for our future meetings, the demand across the country has caused our cameras to be on backorder. AS soon as all the necessary equipment arrives, Council will resume in person. Residents are welcome to attend any virtual meeting in person as Council Chambers are open and available for participation in our meetings.

PRESENT: Cotner (Remote), Baker (Remote), Bryant (Remote), Jenkins (Remote), Strickland (Remote), Salvati (Remote), Pyakurel (Remote), Lawson-Rowe (Remote)
ABSENT: None

Approval of Agenda

There is an amendment to tonight's agenda. Item H under the Consent Agenda for First Reading will be moved to Item G on the Consent Agenda for Emergency Approval. If there are no other changes, the agenda stands as approved.

Approval of Minutes

a. City Council – Regular Meeting – September 14, 2020

The minutes are approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Brett Luzader, 1116 Gibson Road

I would like to talk to you about the way development is being handled in the City. I am sure all of you have heard about the house that burn down and is being rebuilt on Retton Road and how out of place this is. Could you imagine adding another story to this house? Put four of those homes together as one building and then multiplying that by 10. That is what was recently proposed on Lancaster Avenue in and around sections of Reynoldsburg for a project known as The Oliver. As a former Councilmember I was told that projects like the house on Retton would not be allowed under the new zoning code. New or rebuilt structures would have to match the existing or surrounding structures. Three story town homes and apartment



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buildings 30 feet from one story single family homes do not fit the area on Lancaster. And I do not believe it was the intent of the new zoning code. I know you are also going to have a work session tonight to discuss the new zoning code. One of the things I would like you to take a look at, maybe not tonight but in the future, is the prospect of 100 foot tall buildings on Brice Road and Main Street. I do not think these fit in Reynoldsburg and I do not believe this is what the Reynoldsburg residents' desire. Thank you.

Councilmember Baker

Next month is October, I wanted to briefly talk about the Mel Clemens Community Service Award. We will be taking nomination next month. I wanted to put it out there to residents if there is somebody that you deem that is worth being recognized for their community service, please fill out a nomination form. They will be available starting next month. We created this award to honor Councilmember Mel Clemens' memory and the dedication that he gave to this City and the community. I think this was a great way to honor a man who has done a lot for the City of Reynoldsburg. I asked Director Bauman here in case I forgot anything. I want to give her shout out and thank you for helping put this together.

Director Bauman

The nominations will open on October 1st and close on October 30th. The application can be found on the City's website. We will also put it out on social media as well with the link to take them back to the site for the application form.

Councilmember Baker

There are certain qualifications that the candidate must meet. We wanted to make sure that this process stay fair and true. When the person is announced they won't be chosen blindly. We won't know the name of the person until after the committee has selected the person to be recognized. Just for those who want to nominate somebody, it is going to be a fair and just process. I wanted to put that out there. Thank you.

Mayor Begeny

The Auditor Stephen Cicak and I had the pleasure to go out and distribute some of the first CARES Act Funding checks from our Small Business Grant program. We have not hit everybody. We will be going to everyone. Everyone is very happy with the process. Stephen Cicak, myself, Rick Waggoner from the Chamber of Commerce, Chris Shook and Andrew Bowsher were all a part of the committee. There were very strict rules that we had to follow based on legislation passed at the State House about how the amount were determined based on the loss of revenue as well as expenses. So far we are going to distributing \$92, 168.67 in



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this first round. We still have a number of businesses that were collecting little bits and pieces of information on from the first round. Considering were allocated the use of \$300,000.00 for this, we will be opening the process back up again to businesses that may be missed us the first time around or weren't able to gather the information in time. It is going to go back out and we are reaching out to a few of those locations now. Again, the City of Reynoldsburg, because of the CARES Fund and your legislation, we are now able to give out that \$92,000 plus dollars to the small businesses which you all know are the back bone of any community and we want to make sure we show them our support. Thank you very much.

Councilmember Strickland

Thank you everyone that was involved with this entire process. The work that you all did to make sure we got the communication out to our small business owners are commended. So thank you very much. I do have a question regarding those that received the \$10,000.00 or more, will businesses have the opportunity to reapply that already received grants.

Mayor Begeny

I can let the City Attorney answer that one but I don't believe that they would be eligible based on the criteria that was originally established in the legislation. Those that get the first round that would be it. I think the main qualifiers were the loss of revenue and expenses but City Attorney Shook may be able to clarify that.

Attorney Shook

The Senate bill that authorizes a city such as Reynoldsburg to establish a program like our Small Business Grant program limits these grants to a maximum of \$10,000.00. Most of the business, in fact I think all of the businesses that qualify for the maximum amount had substantially more than \$10,000.00 is loss revenue, substantially more than \$10,000.00 in expenses. We could only give them up to \$10,000.00. So those businesses would not be eligible to reapply because they have already reached that maximum amount. If there are any businesses that did not reach that maximum amount, that would be on a case by case basis.

Councilmember Strickland

Thank you. When are you going to be collecting applications for those that would like to apply for the grant?



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Mayor Begeny

We have not had a specific date in store just because we are trying to move as we go along here. That's going to be a lot of determination from the Auditors Office. We do know with a bill that was recently passed that actually provides more CARES Funding for the City of Reynoldsburg, a majority of the accounting work is not going to be due until November 15th, however to be fair to Auditing Office, we have to make sure that all of that information is in much earlier. It took us, I would say about a week and half to go through all the application and then go back and ask for maybe clarification for certain things. I would assume within the next two weeks, maybe two and a half at the most would be all that we'd be able to expect that this time.

Presentation - ADAMH Board

Delaney Smith - System Chief Clinical Officer of the Alcohol Drug and Mental Health Board of Franklin County

We are a levy funded organization here in Franklin County. We serve individuals who have mental health or substance use needs. We also do quite a bit of service for those who may have prevention needs or support needs. Our goal is to treat and prevent mental health and substance use disorders in Franklin County. We do that by funding 33 different provider agencies here in the County. We do quite a bit with the school districts as well focusing of prevention. We work in all 16 of the Franklin County school districts and we have our providers going out and helping those students. We strive to again treat those people who have mental health addiction issues, as well as prevent it. What we found is that in Franklin County, 85% of the people who are receiving our services are living the federal poverty line. So many of these individuals don't have other sorts of insurance or support. We are projecting if we are to continue with our current levy amount that we would actually have a 14 million dollar operating deficit. What we know in our county again is that there is going to be substantial growth. There is going to be about 8% growth in the county over the next 10 years. What have seen is an increase in demand for these services. Over the last 10 years we have seen a 45% increase in suicides. We have also been seeing an increase in needs with both mental health and substance use with the impacts of Covid. So we expect this is going to steadily continue to grow. We are very grateful at ADAMH that we have such a supportive community in Franklin County. 71% of the funds that we give back to the community come from the levy. We also have some state and federal funds that we use as well. Currently we have a 2.2 mil property tax levy and we asked the County Board of Commissions and they approved a 5 year, 2.2 mil renewal levy with a .65 mil increase to support us. This is going to be on the November 3, 2020 ballot. Issue 24, which is going to be our levy, will continue to be a vital part of the community with the services we can offer from ADAMH. If passed,



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homeowners can expect to pay an additional \$1.90 per month or \$22.75 more per \$100,000.00 in home property value. We want to continue serving the county, we are proud of the work we do serving the county at the ADAMH Board. If anyone would like to learn more about what we do or get involved in the levy in any way you can go to www.ADAMHlevy.com.

President Jenkins

Thank you. If you do have slides, can you forward those to Mollie, our Clerk, so everyone will have access to gather more information from those slides that would be great?

Delaney Smith

Yes, absolutely.

President Jenkins

I just have a comment to make regarding Covid and mental health and the facts. I don't know if you have the data currently but I would think that during Covid there would have been an increase in any of these issues, alcohol, drug and mental health and all of that. I feel like your program is probably very helpful for those that may be suffering during this time to a loss of job or loss of income and all different sorts of issues that come along with Covid. And people that have been ill and family members that they haven't been able to see that are at a nursing home facility or out of town. During Covid we have all been on lock down and have had issues with dealing with the stress and working from home and children and things of that nature. I could see where your services would be greatly needed especially during this time where things have been quite different for all of us.

Delaney Smith

Thank you. Yes, we have found and are noticing both increase demand for services and increasing sadly overdose responses in the emergency rooms due to substance use. We are seeing the impact and the toll that this is taking on the community.

President Jenkins

This is just in Franklin County correct?

Delaney Smith

That is correct. There are multiple ADAMH Boards across the state. Some serve more than one county but because we are a large county, we serve all of Franklin County. We contract with 33 different providers. Some of those providers do things like mental health crisis, some



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do substance use treatment. Like a NetCare does crisis a Maryhaven does substance use treatment. We have some providers that are working on prevention specifically and are really trying to get to the root of the issues if we can and prevent people of needing those services down the line.

Councilmember Pyakurel

You mentioned in your slide that 85% of the population is below the poverty line. Do you have the data for racial breakdown for things? In the Covid situation that I have been in apart of studies, there are very high disparities on the racial line, specifically African Americans have been more affected. On this particular thing, do you have a breakdown that we can look into this data?

Delaney Smith

I will get you what we have. Some of the services we have are large aggregate services because it may be a prevention program that is in a school. For those kinds of services we don't get individual information. For services for more individual treatment we do get that. We also have some services that are directly geared toward certain populations. We have a lot of work that we do with new American populations with Somali, Nepali. We have some work that is geared directly toward specifics and agencies that work directly with specifically with different populations, so I can get you some that information. I just don't know it off the top of my head but I am happy to share what we can.

Councilmember Baker

I want to say thank you to ADAMH for all the services they provide and work that they do. It is a very important agency that we have here in Franklin County because the need is so great and it's just going to continue to grow. Franklin County is growing. I just want to put that out there that the work that ADAMH is doing and has done is greatly appreciated.

Public Hearing - An Ordinance Creating the Waggoner Road Tax Increment Financing Incentive

President Jenkins

This is a public hearing for the proposed Waggoner Road TIF. This public hearing is being provided as an opportunity for residents to make comments regarding this TIF agreement. If anyone would like to speak on this ordinance you can do so at this time.



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Attorney Shook

I want to note that there is an addition to the ordinance since the first read back in July. There is a new section 5. Under Ohio Revised Code Section 5709.4 subsection F13, we are making an allocation for Truro Township to account for an increase in the effective rate of the renewal levy that they passed back in 2007. That's an addition to the ordinance.

Councilmember Pyakurel

Yes, I have a question. Can anyone explain? I know a little bit about, but the audience listening may not. Can anyone explain a little bit about what we are doing here?

Mayor Begeny

This is for the Waggoner Road project that will allow for street improvements and putting sidewalks, bike paths as well as lighting, guttering, street work and storm sewers and things of that nature throughout as well as park improvements too to Pine Quarry Park once the development is laid. The way that we went about this for this particular project is as the developments from the MI Home Developments are filled in, that will kick in when the TIF does start, so the money will start to accumulate. Once we have certain benchmarks for each area, would the project actually move forward. And that depends on how quickly the MI Homes project develops and then from that part we can begin the next phase which would be the pre engineering phase of the Waggoner Road project and beyond. The idea was to make sure that we had the money in hand so to speak prior to actually putting anything out, knowing that we have got it coming to make those much needed improvements.

President Jenkins

When we talk about the MI Homes, what is the total amount that we will receive, the TIF agreement with MI Homes?

Mayor Begeny

A lot of that will be varied on the final amount of the values of the homes themselves. A lot of what we did are the early estimates and I don't have those numbers right off the top of my head. I believe it was around \$310,000.00 per house was going to be the average which would put us around 21 million dollars overall for the entire project. That would more than pay for the improvements to Waggoner Road, Pine Quarry but also allow us to do other things with the school districts. Connect Waggoner Road and have the path from Waggoner Road Middle School and Waggoner Road Junior High. That in conjunction with the Reynoldsburg City School Board.



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President Jenkins

Ok and when will the MI Homes break ground?

Director Bowsher

They are going to start on the infrastructure still yet this year, phase 1. Those plans are being reviewed right now by EMH&T our City Engineer. They hope to get that infrastructure built out in a couple of months so they can start to sell. Their goal is to build about 90 homes per year which is on par with where we see them building in other central Ohio areas. When it's all said and done it will be 354 total homes. 310 is a very conservative estimate and at that it's just shy of \$110,000,000.00 over 4 to 5 years after the build out. You can take about 20% is what the City would generate. The Mayor is spot on with about \$21,000,000.00 at the end of those four or five years depending on how fast they get things built out. They are going to go in 4 increment phases throughout the development.

President Jenkins

As there are no other comments this hearing is now closed.

Communications

There were no additional Communications submitted for this evening.

Motions

A MOTION TO APPROVE A RESOLUTION IN SUPPORT OF THE FRANKLIN COUNTY ALCOHOL, DRUG, & MENTAL HEALTH BOARD (ADAMH) ISSUE 24

Councilmember Baker reads the motion into the minutes.

Councilmember Baker

The services the ADAMH provides for the community in Franklin County are vital. They do so much more than just provide basic services, it provides a life support to those who need it. I heavily endorse this levy because it's needed, especially with the property growth. I don't want to pay higher taxes but for something like this, I don't mind the extra cost for services for people who need it.



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

A MOTION TO APPROVE A RESOLUTION RECOGNIZING CHILDHOOD CANCER AWARENESS MONTH --- Cotner. .

Councilmember Cotner

Unfortunately a resolution we still need but wish could go away. We all know many lives touched by cancer and unfortunately have seen the tragedy of childhood cancer. As September is childhood cancer awareness month and we see people lighting up gold for childhood cancer awareness, it's very important to those children and those families that are battling this. I am very proud to read resolution this evening.

Councilmember Cotner reads the motion into the minutes.

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

A MOTION TO APPROVE A RESOLUTION ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS

Auditor Cicak

These are from meetings we had in July under Director Bowsher that were done with all 3 counties. Including County Auditor Stinziano and Fairfield and Licking County where we review our TIF agreements. Some of these agreements that we get with the TIFs came with refunds like Home Depot and Walgreen's on Brice Road. As we go forward and do talk about TIFs., we do have to be mindful that the conditions and economics do change in these situations. Especially if we are going to be borrowing money and doing big projects. It's something that we really have to keep a look on, look at and be mindful of. I would let Director Bowsher speak more on this.



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Director Bowsher

This is a check in the box that we do every year. We utilize three counties. We have a different TIF in each. We have the Brice and Main TIF, Taylor Square TIF, Taylor Road TIF 1 and 2, the Kroger TIF on Taylor and the Summit Road TIF. Basically, what we do is we come together, the school board is there, the City the County Auditors or a representative and other stake holders there within the general vicinity of the TIF. We come together, we review the type of monies being collected, if we would like to vote to continue those TIFs. Typically they are at a 30 year time clock, just like the one we are doing on Waggoner Road. So that will add to this compilation every single year we will review it and make sure that it is still doing what it's supposed to be. We vote on it and then we move forward and these minutes before you tonight are to accept the findings of those TIRC Boards which is that we agree to continue all of the TIFs currently within the City of Reynoldsburg.

President Jenkins

Is this something that is done yearly? Is this TIF money that we get every year and we account for it at a certain every year? Is this something we are talking about for 2020 and collecting for 2020 just for this year?

Director Bowsher

Correct. The Tax Increment Financing is something basically allocated off of the property taxes, the Kroger TIF is about ready to run, I believe it's in its last year. We have some other ones that have been in effect for 15 to 20 years and some that have just kind of started as well. As we add more, we will add more to these. As they fall off we will no longer review them. Yes we do collect the money, the auditor and his staff basically keep a compilation of everything that we are. The Mayor and our staff will review and we can allocate those monies to infrastructure or utility improvements within the general area and we can utilize those funds for that. This is basically just accepting our findings that they are all still in good standing and this is something that we do every year.

President Jenkins

The 2019 have already been collected and accounted for?

Director Bowsher

Correct.



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

A MOTION TO APPROVE A RESOLUTION TO AUTHORIZE THE MAYOR 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 2021 AND 2022

Director Bauman

This is for the irrigation that runs through all of streetscape. It's about a 3 mile stretch there on both sides of the road of Main Street in the City limits. It's a contract that we put out every two years to have that maintained by a vendor that we select.

Councilmember Strickland

Are we going with the same company that does a lot of the landscaping for Reynoldsburg?

Director Bauman

This is for irrigation. This will take care of all of the irrigation that runs through it, they will winterize it and start it up in the spring, replace any of the heads, fix any of the leaks that come along the way. Currently that contract is with EMI. We will put it out to bid and select the lowest and best bidder from the bids that come in.

President Jenkins

Once you get the bids in, when will this process begin?

Director Bauman

What we will do is finalize in the bid books, it usually runs for 2-3 weeks and once the bids come in we will open those bids and do our due diligence to research the companies and then this contract won't begin until 2021.

President Jenkins

Ok, in January or the spring?



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Director Bauman

In the spring, yes.

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

A MOTION TO APPROVE A RESOLUTION TO AUTHORIZE THE MAYOR 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 2021 AND 2022

Director Bauman

This will be for the maintenance of the flowers. The pruning, cut backs in spring and fall. Mulching, weeding, trash pick-up. Depending on how things come in if we bid it alternately. We have had a lot of plant material that has died off over the years. We are going through to see if we can get to do an alternate bid as well to try and place some of those plantings that have died off and this will also begin in 2021 and be for 21 and 22.

President Jenkins

Ok what is the difference between this one and the one we spoke about previously, is this just for the plants?

Director Bauman

Yes, the first one was for irrigation. The irrigation is a specialized service and in years passed they have been lumped together but in 2019 we decided we needed to try and break it out to get somebody who is specialized in that system. That is why we separated irrigation and landscaping.

President Jenkins

And this one is for the maintenance?

Director Bauman

Yes, of the flowers and the trees and the mulching.



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

A MOTION TO APPROVE A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY AT 1750 LANCASTER AVENUE

Director Bowsher

The Russell's property, just about 3/4 of an acre. Their septic system has basically failed. They are in what we consider the Old Reynoldsburg neighborhood area, they are not in the City currently. Their neighbor just annexed into the City back in November of last year, Mr. Barth. This is the first time Council has seen this. It will go off to the County for approval, it will come back to us and we will make the final recommendation. Director Dorman can answer more specifically but I think we are allowing them to tie into the existing infrastructure. All the infrastructure that's there is currently near the road on Lancaster Avenue and have the ability to tap in given that they pay for the tap fees.

Director Dorman

We would be fine running that, most of the time when you have a failed septic <INAUDIBLE> they would tap into the City water and it's readily available so we can run these. It's more of an emergency with the septic failing, we need to get the fixed as soon as possible.

Councilmember Strickland

How long does this usually take for an annexation?

Director Bowsher

The process can take anywhere from 4-6 weeks. This one is expedited annexation so it will go a little faster. It's a lot of paperwork and a lot of processing. It comes to us first to motion and what you're saying with this is that you do have the utility infrastructure in place and are able to give assistance to this individual. Then it goes off to the county and they do their check and balances. They make sure that the property is surveyed and other paperwork and then the county commissioners will vote and it will probably be sometime in November and it will come back to us and see it again in December to have a final



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vote on it. We can pass it in 3 reads, if we wanted it to be expedited obviously that will Councils choice.

Clerk Prasher

There is a 60 day waiting period once the Franklin Commissioners approve their process, there is a 60 day waiting period prior to it coming back to Council by state statute.

Auditor Cicak

A few weeks ago a company donated a truck load of water to the City of Reynoldsburg and one of the residents came out to talk to me about his water rates. He is in the Township and told me he was paying a higher rate than the City resident would pay. I said I would look into it. I discovered at 1966 ordinance that charged members of the township that are not in the City one and half times the water rate. I think this is a good way for people to annex into the City so that they do have the regular rate for water and other services. This is something I wanted to bring to your attention and to Council.

President Jenkins

Thank you. That is very important to know.

Councilmember Strickland

Do we know how many homes that may possibly be impacted by this, being charged 1.5 times the amount for water? I don't know who may have that information. How are we going to contact them or are they going to talk to us?

Director Dorman

That would be the township that they are in, they are doing the billing and they would be able to tell you how many people they are billing for water and who that water source is coming from. We are billing the township and then they are passing that a long. We would have to talk to each township. Our water department would not have that information. We just have how water enters the township line where they are being billed. Potentially would could have some people who are in a historic area of Reynoldsburg, Lancaster/Jackson area, little odd areas that are in a township that are getting public water but are still not incorporated. There may be a few residents like that but typically I know most jurisdictions sell their water to abutting jurisdictions who then have the ability to charge whatever rate they chose.



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Director Bowsher

To piggy back on that. I don't have any exact number, I'm sure Director Dorman or myself can find out but I would say there are roughly 30 to 40 homes that could be potentially impacted by this. We do have a lot to the south of Main, Jackson and Lancaster, a lot of them have water but they also have septic. I think you're going to see this happen more frequently as you see these homes in these areas age. The septic systems are not allowed to be put back in according to the EPA. It's not safe back in those yards and our services are readily available. I think you are going to see 2 per year probably moving forward as we continue to do that. And maybe there is something can be an initiative to get these to kind of come in all at once. The goal by state statute, were technically not allowed to leave whole or essentially donut shapes inside of the City and we do have some kind of Swiss cheese if you will, with in the City where they are not quite annexed in and this just happened as we have kind of grown and there have been home who have not wanted to annex in or pay the tap fees because they can be pricey at times. We have kind of just allowed them to come into the City when they felt like they wanted to City's services.

Director Dorman

Just to add to that. I had a conversation with the Board of Health, if someone has a failing system, they have 90 days to tie in. Typically they will give 90 days, sometimes less depending on what the discharge is and where it's going to. The other thing important to remember, there is a considerable cost to tie in. What you will see is on a real estate transaction ask for an inspection of the system. The Board of Health has 4000 aerators and unfortunately they are probably inspected as much as they should be other than a real estate inspection when they are asked to be inspected. Or like in the case when someone gets back up on their system and are going to ask to tie in.

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



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Reports

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for September 28, 2020.

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

An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

Director Bauman

We have a 2000 Dodge Dakota that has been pulled out of service at the recommendation of the fleet mechanic as it is unsafe and will be too costly to repair. We would like to have that removed from the fixed asset list and we will either sell it at auction on GovDeals or take it to the scrap yard.

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

An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio

Attorney Shook

We have been operating under the new zoning code for a little under 6 months and we are getting more familiar with it and some things that we like and some things that we probably don't like. We are putting Council on notice now that we are intending to make changes. Some of the changes are already specified in your packet. We are leaving it open for Council to make suggestions and recommendations for any changes that you want to see on the zoning code going forward. The timeline is going to be such that it will come back to Council for first read on October 12th. It would then be referred to planning commission for public hearing that would take place at their November meeting on November 5th. It would then have to come back to this Council for public hearing on November 9th. Third read would likely take place November 23rd, effective date December 23rd. I think what we are trying to make sure that we are doing right now is ensure that any potential issues that we have noticed with the zoning code get cleared up at this point. This isn't something that we want to bring back to the City on an annual basis but none the less there are some



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issues we have identified and are in your packet. Some of which I think that this Council has identified as well and we want to address going forward and get the zoning code completely cleaned up.

Councilmember Strickland

Attorney Shook I know you said there are some issues that we should be reviewing. Based off of what was published this evening, what are some on a higher level that we need to take a look at and consider making changes in that particular area?

Attorney Shook

Yes, I can give you some examples. One thing I had detailed conversation with Director Bowsher and Mayor Begeny is how we want to approach that Livingston and Brice district which is currently zoned as an innovation district and what types of uses that we would find to be most ideal in that particular district. We have had some discussion about whether we want to make that instead community/commercial, which would broaden the number of permitted uses out there. That is a discussion that is ongoing, I don't think that we have made any commitment as to what we want to do right now with that district. I can tell you right now it's a topic of discussion with in City Administration. In addition we are looking at some of the height maximums within some of the districts. We are looking at process and procedure for example for how it is that we grant a similar use determination. One of the things that I want to see personally is to put a little bit more teeth into how it is we enforce this code when we have people who are violating it. We have had some issues that come up since the code was passed with respect to businesses operating in Reynoldsburg residential districts and how it is that we can motivate people who are violating the code in those districts to cease operation of those businesses. That's just a few things that we are looking but we are taking a close look at the whole code and what we can make work for the City moving forward.

Director Bowsher

By no means are we really exhausting the meat and potatoes we are really just taking a look at the districts that we have and re-calibrating them as we are getting to see it for 6 months. When you build out something from scratch at 260 odd pages, things are going to be overlooked and you need cases, you need development that challenges those and then you can kind of adjust and re-look at how that was actually supposed to be formulated in there. What you don't want is to overburden certain board with a bunch of variances and at the same time you want to hold developers more



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accountable and not so lose. It's a balancing act and what we are doing now is taking lessons learned on what we have had and we are just making it better at this point.

Councilmember Strickland

Thank you for that. As to what you said before, I believe the planning and zoning code is a living document right, so we can make those changes as needed. As Attorney Shook stated before, it's only been 6 months or so that we have really been using the zoning code. Again, we have to take our time and go through it and then maybe next year, something comes up and we need to go back and look because it is a living document and we need to adjust where it is required. I appreciate what you said before and the planning zoning was what 1963-1967 and it was patched and so just taking a step back and looking at the document and getting something passed and going back because it is a living document so we have to make some updated where its required, so thank you.

Councilmember Cotner

Were only 6 months into this code, Mr. Bowsher? You said there would be test cases. What has there been in 6 months of test cases that are a catalyst to some of these changes?

Director Bowsher

One of them for example for the CC district where our new Chick-Fil-A is going to be built here this March, we had to get a couple of variances off of its setbacks. The CC district is 256 that is basically what encompasses that, how it was written was pushing the buildings too close to 256. That is not what that is. The more urban, denser sort of development like on Main Street where were bring some of the buildings closer like the Wright Patt and some of the other buildings, that's where that belongs, not necessarily to CC. We are adjusting that set back to make sure that developments like that, were not making them jump through a whole bunch of hoops, spending additional time and money when that type of development fits perfect within in that zone. Same thing goes with the Caliber Automotive that was back in that area. We spent a long time trying to find somebody in that. It's been vacant since the entire area was built, since the Walmart was built, it's been vacant for that long. Finally got a user. Last thing that you want to do is make them spend a bunch of time and money which didn't make a lot of sense so we just have to re-calibrate and take a look at it. When you are looking at an entire book, sometimes it's perfect in your head and that doesn't always necessarily work out exactly on paper. As Mr. Shook pointed



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out, some of the height maxes we are going to adjust and lower some of those to bring that into a more realistic compliance and really taking a look at that innovation. Understanding that yea we want a lot of businesses in that area at the same time, we want to offer a variety of businesses and we don't want to pigeon hole ourselves into specific things. So those are the things that we are taking a look at. The Planning and Zoning Administrator Emily Wheeler and myself, we looked at some of those things, some of them grammatical and spelling errors and a lot of them is just fixing the smaller things such as that. I think collectively we are going to get back together and hone in on some of those other things and we are very happy to open that to everyone and share that and have future discussion on that first reading. We hope to have pretty much everything ready to go. As Councilmember Strickland said, it's a living document so I don't think is going to be the first but we don't want to make a habit of consistently bringing it back but certainly want to re-evaluate as new cases come along and making sure that we are doing everything we need to, to make the City needs to look in the certain districts and zones.

Councilmember Pyakurel

We are bringing this for another look because some businesses are not fitting as a whole and not for a particular business so they can come and do their thing with the changes or whatever it may be?

Director Bowsher

Correct.

Councilmember Cotner

One of the things we highlighted in our packets, now there seems to be a lot of changes on signs now too. What's been the thought on some of the sign issues? Have we been having challenges with some of those already or what's the issue with that?

Director Bowsher

No, it's not the challenges. Basically, we allow certain businesses to pick two different sign types in each district and we lay that out very detailed into the code. However, there needed to be some clarification. Like the window signs themselves, those need to be a supplemental and not a primary window type. We already have a sign code that dictates what signage can be utilized in the window that shouldn't count against a certain business that wants to have an actual sign on their building. Currently, it is now the way it's written which was a mistake. It's us rewording it and



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making sure we are getting rid of some of the redundancies that are in there and making sure the specifics are where they need to be. Additionally, we found specifically if you are looking where Best Buy and Big Sandy stores, those all three signs. They have one on the front part of their building, one that faces Taylor Road and another one on 70. Which makes a lot of sense, they are big box buildings and want to have visibility, that's the area those signs should be located. Currently, we actually only allow them to have one, so that was a mistake. What we have to do is make sure we are allowing those types of businesses to have 3 signs because it makes a lot of sense. But a place that is like Walgreen's on Main Street should not have very large signs. So it's just about making sure we are calibrating certain businesses and not trying to pigeon whole every business to be exactly the same. Those are some adjustments we are making. Also, the table in and amongst itself. That was a big sticking point for Emily and to change that so it's more user friendly for a lot of our sign design individuals who come in looking for the specifics of those codes.

Councilmember Cotner

So a window sign is not considered a sign now that falls under a different guide. When we have specials in the windows, posters things like that, that is something separate than our signs?

Director Bowsher

There is a primary sign and a secondary sign. Let's say for any business that's in old Reynoldsburg, what would make a lot of sense would be someone with sandwich board sign as a supplemental sign. Well a window sign with specials that should have also been a supplemental sign but it was utilized as a primary sign which means that is limiting that businesses ability to put up a legitimate sing on their building. It is just put into the wrong column and needed to be adjusted to allow them to have that and for those to have that on the primary side.

Councilmember Baker

I am glad we are going in at half time per say so we can look at the strategies that have been working for the team and haven't been working and what we can adjust to make sure everything is fluent moving forward and we won't have to worry about trying to patch things together in the future. Like Councilmember Strickland said, it is a living document and we want to make sure that it grows with the City and doesn't look like Franken stein.



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Councilmember Baker makes a motion for the ordinance to stay in committee and return for the October 12, 2020 meeting.

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

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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An Ordinance to Dissolve Reynoldsburg Economic Development, Inc. and the Former Reynoldsburg Community Improvement Corporation and Transfer Any Remaining Funds to the General Fund of the City to be Distributed for Charitable Purposes

Attorney Shook

As Council may be aware, last summer this Council passed an ordinance creating a Community Improvement Corporation for the City of Reynoldsburg. What we found is that the City actually had two other Community Improvement organizations that had been created. One back in 1966 and another back in 1995 for the portions of the City that were in Fairfield and Licking County. Both of those CIC's were ultimately cancelled but the Ohio Secretary of State. One back in 2005 and the other in 2018 because there had been no statement of continued existence for either of the Community Improvement Corporations. It just so happens that this CIC or the REDI CIC has about \$354.00 left in its account and so the State Auditor has asked us to pass an ordinance to formally dissolve both of those CIC's so that we can have that money sent back into our general fund and then revise code section 1724.07(a) requires us to distribute that money for charitable purposes upon dissolution of a Community Improvement Corporation. This ordinance closes up these two old CIC's and move on with this new one.

Councilmember Cotner

What charities will the \$354.00 go to?

Attorney Shook

We have not identified that and we are open to suggestions.



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Mayor Begeny

Maybe we can look at St. Jude's or local community charity for childhood cancer.

Councilmember Bryant

I would suggest the Sam Bish Foundation.

Councilmember Cotner

Or NC4K. There is no shortage of need, that's for sure.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for September 28, 2020.

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

An Ordinance Authorizing the City Auditor to Remove Equipment from the City's
Fixed Asset List

Chief Baker

This is a request to remove a ballistic shield that is damaged and the second is a body
wore that is no longer operational.

Councilmember Bryant

Can you explain what the body wire is?

Chief Baker

It's just outdated technology, we use a different technology. Some agencies may use,
and I would rather not get into the specifics but it could compromise the safety of
some individuals using it.

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



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Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for September 28, 2020.

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

An Ordinance to Amend Chapter 1711 Nuisance and Property Maintenance of the
Codified Ordinances of the City of Reynoldsburg - Second Reading 9/14/2020

City Attorney Shook

This is a third read this evening. The second Chapter 1711 attached to your agenda packet will include the changes to this ordinance. The significant changes we are looking at are the enforcement procedures and allowing us to pursue civil penalties for property maintenance violations in particular. Under Section 1711.98 gave the City the ability to develop daily penalties for continued violations and give the City the ability to file civil action and against property owners. Judgment for those daily fines. It does include an exemption that it does not apply to residential property that is owner occupied. That is not a provision that we ever want to enforce against our residents. It's mainly for our commercial property and non-owner occupied rental property. We wanted to be clearer on what our enforcement procedures would be in working with our code officers this year. We are continuing to try to find the best way to serve violations, pursue corrective action and then ultimately if we don't get corrective action, cite people into Mayor's court. The third significant change would be a section on how it is that we address emergency situation that we might have a premises or a building that presents an eminent risk to or danger to society and occupants and how it is that we are able to address those emergencies without having to go through the other procedures that are promulgated. This is scheduled for a third read, I would ask that this committee amend the ordinance to reflect these changes and send them to Council to vote tonight.

Councilmember Strickland moves that the committee accepts the amendments as proposed by City Attorney Shook as outlined in the Council materials. Second by Councilmember Lawson-Rowe. Motion carries.

Councilmember Strickland makes a motion to move the ordinance to Council for a third read as amended. Second by Councilmember Pyakurel. Motion carries.



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An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission for the East Main Street Roadway Improvements

Director Dorman

This is the project that we have been talking about for about a year and a half now. It's the area of Davison and Jackson Street. We applied for the funds through OPWC about a year ago and we went to City Council to apply for the funding and we were fortunate enough to be given the grant. Tonight you are just accepting the funds.

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

An Ordinance Assuming Maintenance Responsibility for the Full Width of Summit Road Between the Southern/Most Boundary of Parcel Number 010-018030-00.001 and the Northern/Most Boundary of Parcel Number 010-018030-00.000 Upon Annexation of Said Parcels into the City of Reynoldsburg, Agreeing to Cooperate in the Maintenance of Said Roadway, and Indemnifying the Township of Etna and Licking County

City Attorney Shook

We have a developer who is buying land off of Summit Road and Route 40 near the corner for the purpose of annexing into the City of Reynoldsburg. The parcels that abut Summit Road would be single family residential homes coming into what are now farmland. Then off of Route 40 the proposed use would be a mix use development. This ordinance is required because Summit Road has on one side Etna Township and then if the annexation goes through, on the other side the City of Reynoldsburg. To facilitate the annexation the City of Reynoldsburg is required to pass an ordinance agreeing to accept maintenance responsibility for Summit Road. I believe we already maintain that road so that doesn't put any additional burden on the City or our Street Department. Also, note that these parcels that would be annexed into the City are located in Southwest Licking School District so the additional single family homes would not put additional burden on our school district here in the City of Reynoldsburg.

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



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Finance & Administration Committee

This is the Finance & Administration Committee meeting for September 28, 2020.

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with the Ohio Bureau of Workers' Compensation to Implement Coverage for Individuals Sentenced by the Reynoldsburg Mayor's Court to Perform Community Service Supervised by the Criminal Justice Administrator

Attorney Shook

This is an ordinance that is required with the Bureau of Workers Compensation if we want to have offenders who come through our Mayor's Court serve community service that is supervised by the City that takes place in our Parks or Streets to clean up trash or certain areas of the Parks. This is something we have been looking at since the beginning of the year and have been in contact with our Worker's Compensation provider. We have been informed that it will be a minimum increase in our premium at best and it presents no significant risk to the City. But it does present a significant risk to the City if we allow offenders to do community service without passing this because then we don't have subdivision liability for any injuries that they may sustain while they are out there performing that service. This is a necessary ordinance for us to be able to move forward with that community service. This is something that many other municipalities throughout the state have done.

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

An Ordinance to Appropriate Monies from the Cares Act Funds for Covid-19 Pandemic Related Expenses of the City of Reynoldsburg, and Declaring an Emergency

Auditor Cicak

This legislation I believe was written by the City Attorney but this appropriates the money to the City to reimburse ourselves for the CARES Act being incurred since March.



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President Jenkins

Are there any changes to the way the money received can be spent?

Attorney Shook

Not at this time. We are in conversation with the State Auditor's Office to get clarification on how we can spend the money. We have looked a lot at what other communities have done with their CARES Act funding and we have questions about whether or not we are able to do some of the same things they have done with respect to, for example buying police cruisers that we don't have Officers sharing a car so it makes it easier for the Police Department to be able to clean those vehicles between shifts. Those are the things we are looking at right now for potential expenditures. There are some things that continue to be ongoing discussion in Washington D.C. about what municipalities will be able to do with this funding going forward. I understand that there is going to be an extension of time until the end of November for us to be able to continue future expenditures moving forward with the CARES Act funding.

Councilmember Cotner

To clarify, this is for money that has already been spent by the City and we are reimbursing ourselves? Can we get a list of what these funds were for?

Mayor Begeny

Yes, we have been keeping track of that and we can get that out to Council by the end of this week with as many updates as possible.

Auditor Cicak

I would like to thank City Attorney Shook and the Mayor, we have all come together to do this work and it has taken a lot of hours. Even to this morning coming in before we distributed these checks out, I found forms from the City Attorney protecting the City and making sure that we are compliant with the federal grant. This is new to us and none of us have handled this grant before and the hours he has taken from his family and the extra hours the Mayor has spent reaching out to the businesses, I would like to say thank you to all of them. It has really been a good team effort.



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Councilmember Salvati

This is currently on the agenda as a single read for adoption tonight, I wanted to make sure that there isn't any concern, especially from Councilmember Cotner with not having that table yet. How important is it that this is a single read emergency.

Councilmember Cotner

Or how important is for a single read emergency. That's the big question. I trust the money is spent appropriately, I have no doubt in Auditor Cicak or the administration. That is not a concern or implication to something, just wanting to know the allocation of those dollars. It doesn't bother me, I would just like to know it. As far as introducing something and reading on a single read, I am never a fan of that.

Auditor Cicak

I think this legislation was written before the extension was granted to the City. That may be the reason for the emergency language. We did have a deadline that was extended into November.

Attorney Shook

Originally, we had a deadline that was October 15th, that has now been extended until nearly the end of November. It really put cities in a bind to try and get this money appropriated and in continues to come in. My understanding is that we have even more money coming in from the State and yea we have strings attached and limitations on how we can spend it and we are trying to be very careful about that. That's why we did the Small Business Grant program and a grant coming up to the Heart Food Pantry. These are things that we continue to identify to benefit the community and we are learning more and more about it every day.

Councilmember Salvati

So it wouldn't put the City in a bind if we did this as an emergency to be approved at the next meeting.

Attorney Shook

Not on the current timeline we have but on the old timeline, yes.

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



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An Ordinance Authorizing a Donation in the Amount of \$23,003.56 to the HEART Food Pantry, Inc., Said Sum from the CARES Act - Franklin County Fund, and Declaring an Emergency

Mayor Begeny

As you know in times of Covid and before, Heart Food Pantry has been incredibly helpful with members of our community and serving well over 1200-1300 families a week at their facility and their need is just as great as anyone else and because of the CARES Act money and the ability of Council to distribute this, I ask that this money go to them so they can better serve those in need here. This is the first of the non-profits, we are continuing to investigate other opportunities for other CARES Act money as well but Heart is the first one that was able to get everything to us for this request.

Councilmember Salvati

Does the extension of the deadline affect the immediate passage of this tonight?

Attorney Shook

It would but we identified non-profits going forward, obviously we are dealing with high need here. If you look at the ordinance and the attachments, Heart Food Pantry has seen an increase in demand during this pandemic of over 400% from needy individuals and families in our community. They continue to incur expenses to be able to provide for those families and we have an opportunity to be able to provide some assistance to them as they help those families out. I think that the need for Heart Food Pantry and the need for the community is an emergency and I would ask that Council pass this as a one read.

Councilmember Salvati

Based on some of the comments of our last meeting of people desiring that we give some of this money to groups like the Heart Food Pantry. I am in favor of going ahead and leaving this on to approve tonight but I will open this up for any questions or concerns.

Councilmember Baker

I think we should go ahead and pass it as an emergency because it will help people immediately. I did want to mention, if you have gone past or to the Heart Food



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Pantry, there is a dire need. The line stretches all the way down Main Street to Brice Road. Money like this will go a long way to help people.

Councilmember Pyakurel

Along the same lines, I think with the need we should go with an emergency and pass is for the Heart Food Pantry. Whatever we can do, let's do.

Councilmember Cotner

I know I am the one that asks this often but as a Heart Food Pantry Board member, I cannot comment any further and will not be able to vote on this issue. That will be the reason when we come to that my status will not be problematic and want to avoid conflict and it's because I am a board member, thank you.

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

Consent Agenda for Emergency Adoption

Councilmember Cotner requested that the CARES Act donation to the Heart Food Pantry be removed from the Consent Agenda for voting as he will need to abstain as a Board member.

President Jenkins removed the legislation from the Consent Agenda.

61-2020

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

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



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62-2020

AN ORDINANCE TO TRANSFER FUNDS FROM THE UNENCUMBERED GENERAL FUND TO VARIOUS BUILDING DEPARTMENT ACCOUNTS, AND DECLARING AN EMERGENCY --- Strickland, Salvati. Public Service and Transportation Committee.

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

63-2020

A 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, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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

64-2020

A 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, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.



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

65-2020

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 3 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 1 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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

66-2020

AN ORDINANCE AUTHORIZING A DONATION IN THE AMOUNT OF \$23,003.56 TO THE HEART FOOD PANTRY, INC., SAID SUM FROM THE CARES ACT - FRANKLIN COUNTY FUND, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Councilmember Cotner abstains as he is board member of the Heart Food Pantry'

RESULT:	ADOPTED [6 TO 0]
MOVER:	Kristin Bryant, Louis Salvati
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSTAIN:	Cotner



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Consent Agenda for First Reading

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

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE TO DISSOLVE REYNOLDSBURG ECONOMIC DEVELOPMENT, INC. AND THE FORMER REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AND TRANSFER ANY REMAINING FUNDS TO THE GENERAL FUND OF THE CITY TO BE DISTRIBUTED FOR CHARITABLE PURPOSES --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS --- Strickland. Public Service and Transportation Committee.



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RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE ASSUMING MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF SUMMIT ROAD BETWEEN THE SOUTHERN/MOST BOUNDARY OF PARCEL NUMBER 010-018030-00.001 AND THE NORTHERN/MOST BOUNDARY OF PARCEL NUMBER 010-018030-00.000 UPON ANNEXATION OF SAID PARCELS INTO THE CITY OF REYNOLDSBURG, AGREEING TO COOPERATE IN THE MAINTENANCE OF SAID ROADWAY, AND INDEMNIFYING THE TOWNSHIP OF ETNA AND LICKING COUNTY --- Strickland. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO BUREAU OF WORKERS' COMPENSATION TO IMPLEMENT COVERAGE FOR INDIVIDUALS SENTENCED BY THE REYNOLDSBURG MAYOR'S COURT TO PERFORM COMMUNITY SERVICE SUPERVISED BY THE CRIMINAL JUSTICE ADMINISTRATOR --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE TO APPROPRIATE MONIES FROM THE CARES ACT FUNDS FOR COVID-19 PANDEMIC RELATED EXPENSES OF THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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Consent Agenda for Second Reading

RESULT:	REFERRED TO COUNCIL	Next: 10/12/2020 6:30 PM
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AN ORDINANCE CREATING THE WAGGONER ROAD TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT --- Baker. Development, Parks and Recreation Committee.

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

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

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

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

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



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

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

Consent Agenda for Third Reading

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

67-2020

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

68-2020

AN ORDINANCE TO AMEND CHAPTER 1711 NUISANCE AND PROPERTY MAINTENANCE OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

69-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE CITY HALL COPIERS --- Salvati. Finance and Administration Committee.



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70-2020

AN ORDINANCE TO ACCEPT THE EXTENSION AGREEMENT FROM THE OHIO AUDITOR OF STATE FOR AN INDEPENDENT PUBLIC ACCOUNTANT FOR 2020-2022 --- Salvati. Finance and Administration Committee.

Other Council Matters

President Jenkins

The deadline is on us for the census. I know the deadline is Wednesday, September 30th. So if you have not completed the census, please do so. As of right now I have not heard of any extensions as of yet. If you have not completed it, please do so.

Mayor Begeny

We are 76.1% which is over a 5% improvement from last time in 2010.

President Jenkins

So we still need some people in Reynoldsburg to be accounted for and complete the census. We encourage you to do so.

Councilmember Bryant

Monday is the deadline to register to vote. To change your address, if you have had a name change, if you are 17 but will be 18 on or before November 3rd, you do have the ability vote so get registered either online or mail in.

Councilmember Baker

Thanking all of the retail, logistic, Police and Fire Fighters working during this pandemic that we are still in. Every day they get up to work and lives continue to move still. And also, beat Pickerington.

Councilmember Pyakurel

I think the census is extended until October 31st. So we can continue that work.



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Upcoming Meetings

The next Council meeting is scheduled for October 12th beginning at 6:30pm. At this point, Council is unable to announce whether the meeting will be held in person or virtually. Please check the City's website for further information.

September 17, 2020 Planning Commission
September 28, 2020 Council
October 1, 2020 Planning Commission
October 12, 2020 Council
October 15, 2020 BZBA
October 26, 2020 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council



**MINUTES REGULAR MEETING
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Council President Leanora Jenkins called the meeting to order at 6:30 PM

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

Approval of Agenda

The agenda stands as approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – July 27, 2020

The July 27, 2020 regular meeting minutes were approved as submitted.

RESULT:	ACCEPTED
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b. City Council – Special Meeting – August 26, 2020

The August 26, 2020 special meeting minutes were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Jen Sheaks

I would like to take a minute to talk about crosswalk safety as I thought that schools were going to start next week but that is up in the air again. We have a crosswalk specifically at Broadwyn and Graham. That is the cross walk that the kids use, there is one a little further up that has better markings and visibility but that is not the one that the kids use. There are two cross walks, one across Broadwyn and one across Graham. It is a minor intersection on a busy road that will only get busier with new housing development on Waggoner and Taylor. Graham is now a major artery whether we like it or not, we don't like it, that's a different conversation. It's important to note that it's a minor intersection because cars are not inclined to stop or slow down at minor intersections. Even though the speed limit is 25, most drivers take that as a suggestion anyway. There isn't anything physical to stop them or deter them and slow them down. Even more important, there is nothing that gives any indication that

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there is a crosswalk there in the first place. The paint is faded. The crosswalk that goes Broadwyn, half of it is completely gone. In addition to its being faded, there is zero signage. On the pedestrian side, we have the obligation to look and make sure that there aren't any cars coming, there is not clear visibility or line of sight for pedestrians or cars to see that there is somebody waiting to cross. I run this neighborhood frequently, I walk it frequently, I see this every single day. I took video to show cars speeding through here, they stop in the middle of the crosswalk so it's obstructed for pedestrians. To be fair to the drivers I just don't know that even know there is a cross walk there. I did already contact the service director, I will do follow up number 4 with them tomorrow. He did promise me that they would follow up and get some signage down there, at least that they had in storage. That has not happened nor has anyone followed up with me. I am telling you, someone is going to get hit and it's going to take a kid getting hurt or killed before we do something. I want it on record that I am asking you to put a relatively inexpensive, easy solution in place. We can do right away, the paint and the signage. The final thing that I am going to ass to that in the deterrent for speeders because the Police Department is not effective at deterring speeders, they do spend quite a bit of time on Graham Road by the church but once they are gone I think you all know how that story goes. Long term, something to consider, some type of speed hump or the orange pole, like what's in the middle of the road at Prost, those are very effective. Even, those of you that are interested in turning Reynoldsburg into something that we have never seen before. German Village has cobblestone. When you have cobblestone not only is it quaint, which is appropriate for Old Reynoldsburg but it's very hard to speed unless you want to destroy your struts. That's something to consider for those of you who are forward thinking and want to take us a little bit further into the future. But that is my piece and I want a solution before my kid, who will eventually go back to Hannah Ashton, gets run over.

Director Dorman

We spoke last week about this on the phone last week. <INAUDIBLE> next week. The superintendent is getting signs put there and remark the crosswalk. We are going to look at it and see what else we can do without striping program to enhance it a little bit better. The sign will definitely be put up probably within the next week if not sooner and do the enhancing. Now the striping we can't, it's part of our street program and it will be added into that, it's only a little bit of striping to do, we will add that with our program. It might happen in like a week or two. I agree with you that will at least help give some alert to the traveling motorist. Sight lines are a concern as we talked about too and to find other ways that we can maybe enhance that but I want you to know that we are on that.

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Jen Sheaks

Ok, no one followed up with me after our conversation so I had no idea where we stood with it. I appreciate it.

Director Dorman

Yea, we didn't get into talking about the other options that you are talking about but definitely the signage and enhancing the crosswalk and refreshing the markings.

Jen Sheaks

I know that adding something like cobblestone is definitely a long term and bigger project. I am sure that it is polarizing and expensive to even talk about. German Village does it and it's really hard to go faster than 25 through German Village and that's just one option. But what I am saying is that if we can be innovative forward thinking people, there are solutions that will not only protect people but maybe enhance the City. Or we can close down Graham Road through Livingston but I don't think that is going to happen.

Councilmember Bryant

Jen, I wanted to thank you for coming on and giving your comment tonight. One of the things that I have wanted for a while but haven't had the budget and other issues for a while, are speed tables as opposed to speed bumps. I have never met anybody that thought a speed bump was great because they are so jarring. A speed table does cost more but I think Graham Road is a good candidate as well as Priestly and Kingsley, Haft, Rosehill. We have a number of places where we have a lot of children living in the area and speeding is a concern through these residential areas. I just wanted to take a moment to thank you for joining us in the meeting tonight.

Jen Sheaks

I would close by saying too, Joseph and Chris, I think you guys came out to my house once and we talked about this in person, taking us to the next level in terms of being a walk-able city. I could walk with my kids down to where Carnival used to be, I could walk up to Prost and Tempe and Barth I go right by Vick's Pizza and all of those things in Old Reynoldsburg, but if we don't feel safe and I am going to be honest with you, I am terrified at the thought of my kids going up to Vick's by themselves for pizza. I appreciate the time and I hope to see something come of it.

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Councilmember Baker

I understand her concern, the other day when I was driving down Main Street past Vick's and Tempe Taco, there were people that were standing on the corner trying to cross the street to get to Tempe and none of the cars were stopping. I know we have one of those walk-able lights, where you push the button and walk across with the flag but to be honest, I would like to see that light to something bigger that cars will pay attention to, something that we have on Livingston. Nobody was stopping for that crosswalk, either they didn't pay attention to that sign or they just didn't care. I do sympathize with what Ms. Jen said and something does need to be done.

President Jenkins

Yes, I also agree. There are many areas where it's dangerous for children to cross and recently thought about the McNaughten situation where there was a child that was struck. I reached out to someone on City of Columbus Council to see if they have anything they are putting in place to rectify the situation on McNaughten. It was on the news today in the area I believe of Eastmoor where they put up additional signs for children crossing in that neighborhood where they feel it's dangerous and speeders are going down the street. In Cincinnati they had on the news that there are crosswalks where they put flags on the poles so when you are crossing you can cross and waive the flag and then put the flag back on the opposite side so that someone is able to let the cars know that they are about to cross the street. I had never seen anything like that until I saw that on the news. I agree that we can make things safer for our pedestrians that are trying to cross or even ride a bike to get across some of our streets and neighborhoods. Especially when the buses are put back in place for school, we need to make sure it is safe for them. That is an important topic and we need to look into it further.

Herman Wright

I reside on Glacier Avenue. I am a Reynoldsburg resident for 19 years. I would like to thank Council for its transparency regarding the formulation of a Civilian Police Review Board. Once again Council seems to be proposing a solution in search of a problem. This Week newspaper articles that stated the City feels it is important to maintain public safety, public confidence in law enforcement. That allegations of misconduct toward the public are being investigated by the independent board. The article went on to say that the proposed legislation is not a reaction to any specific incident or complaint. So I ask you, why do we need a board made up of civilians the review the Police Department that historically operates with the highest integrity. So why do we need this board. Council says that you are engaging with the community while standing in partnership, shoulder to shoulder with the Police

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Department, Police Force because they are important partners within this community and we respect them. The proposed legislation and board says the opposite. The board is to be made up of 9 members. One from each of the City's wards, 5 nominated by the Mayor and there is a particular emphasis on two of the members must be nominated by the Mayor are minorities. There is mention of a time to have to have the tough conversation regarding racial equality and discrimination. The proposed legislation is supposed to address discriminatory conduct, bias directed toward any person on the basis of race, color, sex, sexual orientation, gender identity or expression and so on. Here were go again. It appears to me that the Council spends a lot of time concentrating on supposed issues that are not in fact issues in Reynoldsburg. I have been a resident of Reynoldsburg for over 19 years and in that time I have never heard of any incident where race or discrimination has been raised in regard to the Police Department or any City official. Reynoldsburg is not Ferguson, Missouri. It is not Rochester, New York or any other City where there is alleged systemic racism by the City officials or the Police Department. If Council truly wants to stand in partnership with the Police Department, then I say cease with the constant insinuations that there are problems with racial equality where there is none. Allow the Chief and the rank in file to do their jobs without the constant looking for them to make mistakes or minor errors in judgment. Once again Council would be better served by concentrating their efforts on economic development and building a more sustainable tax base to support our residents and just to be clear, I am not a police officer, I never have been one. I do support them. I have been here for 19 years and I am so sick and tired of every time I look around and I see something from Council dwelling on this race thing. It is too much and we do not need it. Allow the Police Department to do their job. Stop insinuating Reynoldsburg is a racist City, it is not. I urge you, I know you are going to do whatever the heck you want to do anyway. I know you are going to form this board but I think you need to concentrate on other things. The City Officials and Police Department would be better served by that. Thank you.

President Jenkins

Thank you for coming in this evening and giving your comments.

Mayor Begeny

Later on this evening in Council I will be giving a couple proclamations for various causes. I do have a few that I would like to share, as well as an update from a busy weeks since we were on Vacation in August.

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Childhood Cancer Proclamation

WHEREAS, childhood cancer is the leading cause of death by disease in children. 1 in 285 children in the United States will be diagnosed by their 20th birthday, and;

WHEREAS, 46 children per day or 16,790 children are diagnosed with cancer annually in the United States; and;

WHEREAS, there are approximately 40,000 children on active treatment at any given time; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, and;

WHEREAS, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, and ;

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and;

WHEREAS, hundreds of non-profit organizations at the local and national level including the Friends of Faith Pruden Foundation are helping children with cancer and their families cope through educational, emotional and financial support, and;

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio proclaim September 2020, as:

CHILDHOOD CANCER AWARENESS MONTH

In the City of Reynoldsburg and I call this observance to the attention of all our citizens.

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Constitution Week Proclamation

WHEREAS, *The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and*

WHEREAS, *September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and*

WHEREAS, *It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and*

WHEREAS, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,*

NOW, THEREFORE, *I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, do hereby proclaim September 17 - 23, 2020 as*

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

I have some updates for everyone. As you know we did put a position posting for the Deputy Chief. We have found our Deputy Chief, we are now just working through the paperwork process and background check. We hope to have an official announcement within the next few weeks. We also have a very timely topic, the Community Commission that is being formed to address certain issues, such as traffic and speeding in the community. That meeting is scheduled for this Wednesday at 7 PM. We plan on forming a structure for future meetings, as well as establishing goals for all of them. I also have information for Halloween. As of right now, Halloween is still a go on Thursday, October 29th from 6 -8 PM. We are waiting some additional information from the Franklin County Department of Health for some specific requirements for those participating in Trick or Treat. We are also waiting to hear back from the Community Association in the Franklin County Department of Health or a potential Trunk or Treat Night at Civic Park. Very similar to what we did for our Fair Food

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Drive Thru earlier this summer. Wanted to specifically mention and addition to the Waggoner Road redevelopment plan once that kicked off. Due to public comment as well as information there is potential for adding and additional traffic light at Priestly and Waggoner Road in addition to the sidewalks and bike paths that will help. We will be having a code enforcement town hall meeting, again, assuming that we are able to have this live at City Hall, we plan on doing so. This will bring in one of our Code Enforcement Officers to talk a little about what they are looking for with residential communities. As well as options for some do it yourself things to take care of your property to get ready and geared up for the coming winter. Later this evening we will be talking about the 2021 street program. We are identifying the roads. We are a little bit fluid on this right now as we are waiting to find out as much as we can on our finances just to see what kind of roads budget we will have next year. The Auditors Office, Mayor's Office and Service Director are working hard to try and find that as well. I have seen some social media travel about request for a 5 way round about. So we will gather some information and see what has already been brought to us in the past and disseminate that to Council and take a look at it to see what direction Council would like to go is. We are also being asked by the Ohio Department of Transportation to participate in exploratory ideas 70/Brice corridor as well as the 256 interchange in the year 2025 and beyond, please remember that. More information coming. Now finally we get to talk about all the fun stuff that I like to talk about. As you know last Friday was the last days for CARES Act Small Business Brand Application process. We did get 24 application in. So we will be reviewing those applications and making our recommendations and hopefully cutting the check in the next week to 10 days. For your information planning ahead for the 2021 budget. I know in the past it has been asked that some of our Directors come and speak about the budget sometime in the November. If that is something you would like to continue please let me know and I will be available. My hope is to have a budget to you for my first read on November 9. You can ask questions at that point in time. Now, we got two checks today, recently actually for reimbursement for the City for AEP for some of our charging stations, totaling about \$200,000.00. This is reimbursing us for some of the expenses there. They are now back whole in the regard. And I mentioned that the YMCA also looking to get additional funds back from the earlier economic <INAUDIBLE> we are still looking for every final detail but it looks like we will have in excess of over \$200,000.00 returned to the CIP based on what happened with the YMCA project. A little less than half of what was requested earlier in the year but we worked very hard with CT Consultants as well as the YMCA and Gilbane to make sure that everything was identified specifically and accounted for perfectly so we are around that \$200,000.00 mark we are just keeping it open on the off chance that something else comes in. Again, those are some of the good things. Not always an opportunity that I get to inform Council that we actually have money coming into the City

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through something like this. Usually it's the other way around. I appreciate that and if you have questions about any of those items please feel free to always contact me and I look forward to hearing your feedback about Directors participation in the budgets in November.

Presentation

Les Somogyi, Director of the Reynoldsburg Visitors Bureau

Mr. Somogyi's presentation is postponed to another meeting.

Communications

There were no additional communications.

Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING NATIONAL SUICIDE PREVENTION MONTH

Councilmember Salvati read the motion into the minutes

Councilmember Strickland

Thank you for bringing this resolution tonight. Just 4 weeks ago I lost my second cousin. Committed suicide. He was only 22. It's one of those things where you don't believe it's going to happen to your family member or someone you love and someone you care about because you don't recognize some of the symptoms. This is something that we are dealing with as a family. I was people to know it is real. There is hope, there are people out there that are trained to help individuals. That would be my plea to our community. Where you see something say something and encourage someone to get the help that they need. It is impacting every household. Thank you for bringing that resolution forward because it just hit me 4 weeks ago.

Councilmember Cotner

If we continue to learn things throughout 2020 it's that reminder of how much we need community and people. Suicide is one of those desperate calling out for helps acts. Hoping and finding ways to strengthen as many relationships as we can. It ties also to what Mr. Stanley was talking about, don't be afraid to reach out, to speak up and ask for

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help. There are so many willing and wanting to help those in desperate situation. Please don't feel helpless. There are a lot of friends wanting to help those nearby.

Councilmember Pyakurel

Thank you. I am from the Bhutanese community and I had a challenging life back in the refugee camp and a lot of people in the community. The suicide rate in the Bhutanese community, unfortunately is strikingly very high. I don't have recent data but in 2011 the study done by the CDC, the number of suicide in mainstream community was 10.8 for every 1000 people and the Bhutanese community was 24.8 for every 1000 people. The number could be the same but every now and then we keep on losing. But the good news is the last 6 or 7 months, in the pandemic, I haven't heard any news but I hope this will continue. There should be awareness and people need to talk. More and more conversation needs to happen and more people need to open up. I think once that happens the reason for suicide will be reduced. Suicide is preventable I do believe and there is science to back that. The problem is no one wants to talk and once they are gone we cannot talk to them. We need to bring more awareness and start talking about suicide, it's not a question of shame but it's a question of discussing and bringing this topic to the conversation. Thank you for bringing this forward.

Councilmember Baker

Thank you for bringing this up. It is something that needs to be talked about. There are kids that are committing suicide. Its ok to talk about it, the community needs to talk about it. I was brought up in the old school is shrug it off and keep moving but there are some things you can't shrug off and you need to open up about. I do want to commend Councilmember Salvati for bringing this up, thank you.

President Jenkins

I would like to add a couple of phone number. One is a local number for the Suicide Prevention Hot line; 614-221-5445. There is also an 800 number for National Suicide Prevention line and that is 1-800-273-8255. I would like to offer my condolences to Councilmember Strickland for the loss of her cousin.

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

A MOTION TO APPROVE A RESOLUTION RECOGNIZING PROSTATE CANCER AWARENESS MONTH

Councilmember Cotner introduced Dimitrious Stanley, former OSU wide receiver and professional in the American Arena Football League and Canadian Football League, who will speak on his battle with prostate cancer.

Dimitrious Stanley

Thank you for having me today. You have heard this is prostate cancer awareness month. I was diagnosed last September, ironically. It was quite a shocking thing and if you do know anything about me, you will know that I am 45, which is said to be very young for a lot of people through the knowledge we have gained over the years. I am here to tell you, men in their 30's are now getting prostate cancer. It's something that a lot of people are not aware of and I believe that's the fault of us men. We don't talk about health enough. I started Brave Men Inc., "Real Men Talk About Health," is our motto. My goal is to let people know that it's out there. If you think about it, 33,000 women in a year will die from breast cancer. 30,000 men will die from prostate cancer. Women do a great job of talking about breast cancer, raising money and doing events and bringing awareness to the public. We men do a terrible job and we men are suffering in silence with this disease and they don't need to be. My big push is to, right now the detection phase is at 50, and my push is to start getting men checked at 40. I got checked at 40 and was in good health, my doctor said he couldn't believe how healthy my prostate was. By the time I was at 45 I was at stage 4. It can come on pretty quick and you have to be aware of what's happening with your body. Through Brave Men Inc. I want to bring awareness. Research, I have urologist on my board. Also, with raising money to help people with bills they may not be able to pay. Or help people that cannot afford the co-pay to get checked. That is what Brave Men Inc. is for. Also, my wife is very much involved and we want to create a community that people can call when they get diagnosed and are going through it. One thing we didn't have, we didn't have anybody to talk to. That is something that made me want to start Brave Men Inc., that's why we are here. We are doing a fundraiser on 610 WTVN, every day this week. That has been going very well so far. To get more knowledge about it, it effects everybody in your family, especially your wife. That is one

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thing a lot of people don't talk about is the partner. There are a lot of issues that come with it, I had the surgery in October. Erectile Dysfunction, there is the psychological effects that can affect your manner but for a time period, it's effecting everything about your relationship because the intimacy part goes away. I know that is too much information but that is the real deal of having prostate cancer. Me being able to talk about it to the public is like therapy for me. It's an honor when someone texts me, emails me or sees me and says hey I went and got tested because of what you said. That makes me feel better about what I am going through, that I can help men not have to go through what I went through. A lot of men die from this and they don't need to. They die from it because of stubbornness and not wanting to go to the doctor to get checked because they don't want to get bad news or they think it's going to go away, well it's not. It's only going to get worse. And you want to catch it before it spreads. Unfortunately, it got into my lymph nodes. That's something I am still dealing with but I am dealing with it pretty well. It's about awareness and it's not an old man's disease it's a young man's disease now. 45 for me, that's very young. Men are being diagnosed in their 30's. So it's time for us to put some recognition to this and bring awareness and let men know you can't just walk around. For me, a real man is a man that is healthy and taking care of themselves so they can take care and provide for their family, that's what it's about for me. I want to thank you for letting me talk to you and its prostate cancer awareness month. I really appreciate it and letting me get this information out there.

Councilman Baker

Thank you, we really appreciate you coming. Bravemeninc.com is the website. We can pass a motion and resolution and talk about but your biggest action items that you would want to see from us as whole and individually, how can we continue to be a part of this mission for you?

Dimitrious Stanley

Talk about prostate cancer. Just talk about. Tell people it's out there. Let people know that my father went through it, I am going through it. The biggest problem is because we don't talk about the disease and how it effects our lives. We don't talk about what happens when you have to get the surgery or what you can do to prevent yourself from having to get the surgery. That is the goal right now. You have to talk about it and know it's there. Everybody that I talk to, they don't understand how sever this is and how many men are suffering from this disease. It blows my mind because we are not that far off from breast cancer. The amount of deaths that happen per year. There is much knowledge and awareness. This is the same type of thing, it's a hormone disease. You know when a

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woman gets breast cancer, they put her on drugs that suppress estrogen. When you get prostate cancer they put you on a drug that suppresses testosterone. It's the same thing and severity and people are struggling who don't need to be. It's our fault as adult men because we're not talking about it because I think a lot of men are ashamed. At the end of the day your family wants you to be around, they don't care about all of the other issues. There are other options that you can use. That's what you can do just get the information out there and make men aware. Make wives aware. One thing I do know, most of the time a man is not going to go to the doctor unless his wife forces him not. That's why my wife and I made this a couple's thing, it takes both. Once this happens it puts your relationship in a whirl. If you're not strong enough and you're not talking enough about it and staying together and doing the best you can to get through it, it can ruin your relationship. I just say talk about it. Let people know how it happens, what it is, it's not an old man's disease anymore, that's a myth. Just keep moving from there and if we start talking about it I think the rest will take its place.

President Jenkins

Yes, I would like to thank you for coming and bringing this topic forward and letting us know about how to support this cause. I have some questions. As a man, is there an age in which you're supposed to ask for the test and does the doctor always test you at that age or do you have to ask for that specifically?

Dimitrious Stanley

You will have to ask for it. They say the age is 50, when they recommend when you get tested. But there is a lot of us that have it in our family history. Knowing your family history is important, especially as an African American male, who more African American men are dying from prostate cancer than white men. I don't know specifically why that is. I don't know if that has to do with us going to the doctor less or equity and health care or whatever the case may be but especially as an African American man, you have to know your family history. I am getting push back of getting men to get tested before 50, for whatever reason I don't know. At least by the time you hit 40, because that's when the body really starts to change, that's when you should start getting tested for things like this. So you have to ask for it but hopefully with my push doctors will start getting ahead of the game.

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Councilmember Lawson-Rowe

Thank you so much for using your platform and helping to educate us. As we are learning with all of these detrimental health issues out there, being our own advocate is key. So that's what I am hearing from you in terms of we must encourage our husbands and brothers to go, we must be their advocate. They must advocate for themselves. I am also hearing early detection. We hear that with breast cancer, early detection is key. I appreciate your candor, your courage in talking about this is such a public forum. I will do my part with my friends and family.

Dimitrious Stanley

Yes, the best thing you can do. With women, the time you hit teen year you have to go to the doctor, its engrained in you guys. Men don't have to do that. Women can be a very important part of helping us men not suffer in what I am going through because you are used to that, that's what you do from the time you turn a teenager, you have to go to the doctor. You can help me, your husband, boyfriend, and the men in your life, that's whose going to push this forward. That is why I talk to women a lot more than I talk to men because I know women are more apt to go to the doctor. They stay ahead of their health more than men. Thank you, I really appreciate that.

Councilmember Strickland

Thank you so much for coming this evening and sharing your story. My father was actually diagnosed with prostate cancer about 4 years and was in I believe his third or fourth stage. He is right now doing fine. It's so important that we encourage our loved ones to make sure they are getting checked out and really advocating. Having someone there to advocate that the test. That's for anything. We do have these standards that we want to wait until we are 50 or 40 or don't believe it will even happen to us. My father was in his 60's, so he found out later in life. However, I just commend you for sharing your story and also having your wife there helping you get through that because I understand from a distance the things my father went through and what he had to go through with his wife. I commend you being healthy and also getting the word out regarding this.

Councilmember Baker

Thank you for coming and sharing your story and the cause you are pushing. It is very important that men, like myself get checked out. Your right, it's not an old man's disease and it could pop up anytime. We want to be ahead of the game. I commend you for what you are trying to do. Like breast cancer, it is very detrimental. My mother passed away

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from breast cancer. My grandmother had cancer to the lesser extent. I am very aware the dangers and what it does to the body. When my mother had it, I saw the physical change and the mental change in her from when she was diagnosed to the day she passed. This is something I do take very seriously and my wife's mother passed away to cancer. It is something we take seriously in our household. I do try to tell younger men to make sure they go to the doctor. You can walk it off but there are something you can't. You played football so you understand. When you played in the Rose Bowl I was in 8th grade. I remember that touchdown catch you had.

Dimitrious Stanley

Thank you for making me feel old. But yes thank you and especially for African American men it is very important. Like I said, this health equity issue that we have, I haven't quite figured out what it is and why we suffer more. It is highly important that all men get checked and checked early so you at least have a baseline. African American men are dying more than any other race from this disease.

Councilmember Pyakurel

Thank you for coming out. It becomes very personal to me when talking about cancer. A month and a half ago, we lost my immediate neighbor, she was 28. She had two young kids and she died of breast cancer. It's very personal, her kids were at my house to talk about it. It's very hard to see them asking for their mother when they would reach out to us. <INAUDIBLE> How will it work to get checked at a younger age, will insurance cover that cost?

Dimitrious Stanley

Insurance is saying to get checked until 50. I am not sure if there is a thing with insurance that they will not cover it until your 50, I am do not understand that scenario. I am trying to get the push for at least 45 and maybe even 40. With Brace Men Inc., I am trying to raise money also because there are some people who are afraid of the co-pay they may have or if someone doesn't have insurance. Just to be able to help them with those finances. 50 is the age that they say to get it. They don't make you get, you have to ask for the test to get done. There is a PSA blood test or the old school finger test. You should get both together. Just because your PSA is high doesn't mean you have cancer and just because its low doesn't mean you do have cancer. Getting the two together I think is the best way of getting the surest answer of where you are with your prostate health. 50 is where they are pushing but I am pushing sooner because I figure the sooner the better. PSA is prostate specific antigen and that is a blood test. And the physical exam

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checks for hardening or lumps on the prostate. The PSA is the preferred way now to get the check.

President Jenkins

Thank you for coming and sharing. We will go to Brave Men Inc. And your right, we have to often times drag the men in our family to the doctor and make the appointment for them. I have 3 sons and sometimes I have to make their appointment and get them to go. It is important that we push those that we love to get checked and even more so if it's in your family to get checked sooner. So thank you and take care.

The resolution was read into the minutes by Councilmember Cotner

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

Reports

Clerk of Court

CLERK OF COURT REPORT - JULY, 2020

Clerk Prasher read the report into the minutes.

RESULT:	READ INTO THE MINUTES
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CLERK OF COURT REPORT - AUGUST, 2020

Clerk Prasher read the report into the minutes.

RESULT:	READ INTO THE MINUTES
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Auditor's Report

Clerk Prasher

The Auditor submitted the budget by classification and department for the month of June 2020. That is included in the Council packet and online.

AUDITOR'S REPORTS JUNE, 2020

West Licking Fire District Report

Councilmember Baker

We had the West Licking County Fire Board meeting last month and in the packet you will see the stat's for August. The services that Reynoldsburg is getting is still par above none. The time and response from when a call comes in to arriving at the individual that needs help is still pretty good. I do want to announce that there is a tentative agreement for building a new firehouse in the eastern portion of Reynoldsburg, the Licking County portion. I do have Assistant Chief Krouse to speak. I think this would be great for our area of Reynoldsburg, the whole western part in Licking County is growing and developing, within and around Reynoldsburg. Amazon is building another fulfillment center in Licking County and there is a big development happening in Etna Township. To be able to build a new fire house will let us be able to extend these services and also grow with the development and with our population.

Laurie Mayle

I am the Administrator of the West Licking Joint Fire District. Which is in Pataskala. We serve 107 square miles in the Licking County area. One of those locations that we serve is the City of Reynoldsburg. We have currently been housing our station 4 in a temporary facility off Taylor Road that is a storage facility. Through exploration with Mr. Baker, we have been able to look at obtaining some property to have a permanent station for 404 and our guys to continue to provide services to your community on a more permanent basis of a home. I think AC Krouse can address a little bit better what this means to us. We are very thankful for this opportunity and grateful for this opportunity. We look forward to working with the City in obtaining this new station. AC Krouse can give you some more background on where we are coming from.

Assistant Chief Krouse

Just give a quick background, pre 2016 the average response time to Reynoldsburg was anywhere from 7.5 to 8.5 minutes. Once we moved into that temporary facility off of

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Taylor Road that dropped the response times to about 4.5 to 5.5 minutes. Well below the national average. We continue to try and better that every year and every opportunity we get. The permanent structure is only going to be an assets to the district and the community surrounding it. We are exciting the possibility of being a permanent fixture within the community. It's also to give us the ability to growth with the growth of the community and the run volume that we are seeing. The larger the permanent facility, we can actually put the resources that we need in that structure to be able to service the community where as right now we buy equipment to fit into the building that we have. There are several opportunities with this. It's not only going to have a huge impact with the district itself, it's going to have an impact to the surrounding communities and other fire departments and districts that also serves the City of Reynoldsburg. I'll be happy to answer any questions. I know Mr. Baker has been a strong influence and has helped us along with the Mayor and other members of the City of Reynoldsburg and we greatly appreciate that opportunities we have been given so far.

Councilmember Strickland

Thank you Mr. Krouse and Ms. Mayle for everything you are doing. Do we have an idea for when the building for Station 404 will being?

Laurie Mayle

We are currently in the process of putting together a list of qualifications as well as our request for proposal for architects. We would anticipate the process to physically begin early next spring to Summer time. About a year or so from now to begin breaking ground for a permanent structure.

President Jenkins

When you are talking about a new station, how big of a facility are you talking about?

Assistant Chief Krouse

Our ultimate goal is to be able to house up to 8 people. That's not necessarily what's going to be in that station immediately, when we need to build it for the growth. It will probably be a 3 base station as well. Currently there are two apparatus that run out of Station 404 now. We want to have the ability to continue to adjust to the growth and run volume that the area has now.

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President Jenkins

Have you been able to identify any location in Reynoldsburg for the project or is that under negotiations?

Councilmember Baker

We have found a potential spot. Negotiations are tentative.

Mayor Begeny

I can't even remember how long it ago it was but Councilmember Baker reached out to be about the need for a fire house in that particular area <INAUDIBLE>. I went to my Economic Development Director to try and find something that fits the needs of what they were looking for as well as fits the area. It's going to be a little sliver of land not too far from where they are located now but it will bring the facility into the City of Reynoldsburg as well as those 8 firefighters eventually. Right now basically City Attorney Shook is going to be working the frame work for the proposal from our end as well as working with the fire department and the representatives from the legal side of everything. I am sure that we would have something by I believe October.

Attorney Shook

Yes, we will need to work on a land sale agreement with the West Licking Fire District. We are going to need to prepare a proposed deed and get an ordinance on for the first meeting of October it think.

Councilmember Baker

The goal is to keep the ball rolling on this. I would say we met back in February for potentially building a permanent structure to house 8 firefighters and for the growth of Reynoldsburg but because of Covid it kind of delayed the process about a month. Last month we were able to physically go out and look at the sites and have productive talks about what's needed and all the details. I did put something in the Reynoldsburg News Connect, so look out for that. I am very happy that the City of Reynoldsburg and the West Joint Licking Fire District was able to work together to build a permanent structure for the City of Reynoldsburg. Our services will increase as well as we are increasing in West Licking County.

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Mayor Begeny

Anytime we can do something for our fire or Etna or Truro Township, any time we can work with our fire fighters that benefits everyone <INAUDIBLE> I am happy with the cooperation and excited to see what the facility will look like.

Councilmember Baker

Please keep an eye out for this. I believe this is something that will benefit Reynoldsburg and West Licking Fire as a whole. And I am excited to see the opening of a new fire house. I also wanted to announce the creation of the Mel Clemens Community Service Award. I reached out to Director Bauman about this and something to honor Mr. Clemens because of his long term service to the City of Reynoldsburg. There was mention of naming the new plaza after him but I think this will service more. We are creating a Community Service Award in honor of Mel Clemens. To be very brief here. It's going to be October to submit recommendation to those who deserve this award and it's to be an annual award before Mel's Birthday which is in December and towards the last Council meeting of the year. More details will be rolled out but I wanted to mention it.

President Jenkins

Thank you for all the information we appreciate that.

WEST LICKING FIRE DISTRICT REPORT

There is no Development, Parks & Recreation Committee meeting.

There is no business to be discussed in this committee meeting.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for September 14, 2020.

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

An Ordinance to Establish Chapter 163 Civilian Review Board for the Codified
Ordinances of the City of Reynoldsburg

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Attorney Shook

It is essentially the same ordinance that was presented to Council for a work session in July. We continued to be in contact with the Fraternal Order of Police Capital City Lodge of Central Ohio, who represent our Police Officers. We made some minor changes. For example we wanted to give a clearer definition as to what law enforcement background meant for one of the board members. That is going to be defined as an individual who has at least 5 years serving in a civilian capacity in a law enforcement agency. We also want to clarify for our officers who might have to testify before the Civilian Review Board would have their Garrity Rights advised to them. If anybody has a question about what a Garrity Right is, I could probably give a more detailed explanation. The one thing I wanted to make clear because I know we had a community comment about it earlier, again this ordinance is not in response to any concerns that we have about our Police Department. I can tell you that based upon our productive meetings with our Fraternal Order of Police that they are 100% supportive behind what we are doing here. In fact, I was talking with the Vice President of the Fraternal Order of Police and he indicated that he will probably be here for the Council meeting that you vote on for this particular ordinance to express his support for the Civilian Review Board. In addition I would note that former Mayor of Columbus Greg Lashutka, gave a press conference recently where he praised the process that we have had the creation this board and the cooperation we have had with the Fraternal Order of Police. I would ask Council to move this on for a first reading.

Councilmember Bryant

Fortunately, we haven't had any incidents in Reynoldsburg that required press coverage. We do have a legacy of having a Police Department historically, if you look back to the 1990's, Murphy vs. Reynoldsburg. This brought up the presence of the group that they referred to as SNAT. Which was Special N word Arrest Team, that's a legacy that we need to put behind us. I think the more transparency that we can offer to our public, constituents, residents, visitors, is we need to be proactive in this area. Just because something hasn't happened that required administrative leave and that sort of thing does not mean that there are not issues. I have had reports of driving while black, jogging while black, walking while black. Not to mention that we see far more black and brown people present on Mayor's court days in City Hall. That may or may not representative of a problem but it doesn't look good. Given our past, I think we need to move forward with this Review Board.

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Councilmember Cotner

I am glad it's a first reading and we have some time to make sure that some of this is going to be executed the right way. We are all civilians elected to represent our community and oversee and make sure things are being done the right way. I think we want to be very aware of what we are doing and make sure that there is support and the right action going in. I am glad that it's a discussion and discussing it not out of desperation. I am thankful for the Officers that we have and I am thankful for Chief Plesich and the efforts that he was making to intentionally create a more diverse police force in our community. I think that was an effort that he was trying to recruit the best and trying to have our police force represent a more diverse look in our community. I think that passing onto to Chief Baker we have the same concept. We have someone who very much respects the law, our officers and wants to work with our community. I think that everything is always good to discuss and that we are proactive in moving the correct way. Mistakes from the past can never be excused and some of the things that did happen but where we are currently and where I see our police force going, I am very thankful for them. I am thankful for the service that they are providing to our community. I am thankful for Chief Baker's views as we move forward with this as a community. Thank you.

Councilmember Pyakurel

I went through this and I believe that we do need this thing and in the meantime, I have been working with the Reynoldsburg Police for the last several years. I still miss Officer Hines and he was coming into the community and <INAUDIBLE> he is no longer working with the Reynoldsburg Police but a lot of kids in the community do remember that. I do believe that some of the Police Officers that reflect the community are still there in the City. At the same time the Civilian Review Board will help enhance the policing in the community. Definitely read through it and hopefully in the next few meetings we can discuss more. This is a good ordinance to help the police and the community.

Mayor Begeny

After speaking many times over the last few months with people about this. We understand that there are always issues with perception and one of the things that we plan on <INAUDIBLE> with another of our community members that are outside of the scope of the Civilian Review Board but that is a part of it. Again, perceptions can play a significant role in there but to be blunt Chief Baker's door has always been open and his phone is always ready to ring. He will talk not only with Council

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members but with myself and members of the community about anything. He is not afraid of the tough questions. He is exactly the right person to lead us into the future with anything that <INAUDIBLE> challenges that may face the City of Reynoldsburg. With him those RPD officers are lock step with it. I appreciate the support with this as we move forward with the Civilian Review Board.

Councilmember Salvati

I had a real brief conversation with Attorney Shook. One of the things I love with this committee is with what the citizen addressed earlier said is true, then this committee will do nothing. This committee is not seeking, it will be reacting to issues. If there are no issues then the committee will do nothing. If there are issues, I like the fact that they are there if an issue comes up. I like the idea that the committee is there but this committee will not be hunting for anything. They will simply be called upon if something should come up that needs to be addressed. I hope that the committee goes through and they do nothing.

Councilmember Lawson-Rowe

It would be good problem if it does come to prove that they do not have to review any type of discriminatory challenges. Also like the point you made of being transparent. When I was sitting on the other side of Council in the audience and knocking doors and meeting neighbors, one of my big platforms is relationships. That is not something I say or make up. As a matter of fact our community relations officers and fantastic. I have a relationship with them, Officer King and Officer Marshall are here in the community and they respond to calls and texts. They are wonderful and I appreciate their support and relationship. They want to know us in the community so whenever we call them we are not strangers to them and they are not strangers to us. Keep it up Reynoldsburg, keep being transparent and let's keep having this conversation. I am here for it all, thank you.

Councilmember Baker

Thank you for bringing this to Council, I think it will do wonderful things. I agree, the best course of action for this committee is to do nothing. I hope it doesn't have to do anything because that means that we are doing something right on the other end. Chief Baker if you are listening, thank you for getting on board. I have seen you out in the community and we have had discussions and thank you for taking that step in the right direction with us to let everyone know that yea there are some problems out

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there but not everyone is part of that problem. I look forward to this board and I think it is the right thing to do.

Councilmember Bryant

I would like to thank City Attorney Shook and his intern for spending such valuable time on this and putting it together very conscientiously and taking the time to put it together that way but also to take the time to consult with the FOP so that we can make sure that this is something that we get right. Just going back a little bit to a few short years ago Chief O'Neill, he had made a comment that within the last year of his tenure and there are a lot of similarities to Ferguson and Reynoldsburg. The demographics, the population, not just the demographics of residents and visitors but the demographics of the Police Department. I was very pleased to find out we have 9 women Police Officers and I know we are working on having more minorities. I would love to see a member of the Bhutanese community step up and decide that they would like to work with RPD as an officer. I think that they would be extremely valuable.

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

An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies

Chief Baker

The first thing will be a \$500 dollar donation that was made from James Reid from State Farm. It's in the General Fund. We would like it allocated to the Law Enforcement Supplies.

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

An Ordinance Authorizing the Mayor to Purchase Radios for the Police Department and Waive Competitive Bidding

Chief Baker

This is just a replacement issue. We have 20 Motorola radios that are no longer supported or repaired by Motorola. They are no longer fit for issuance to patrol

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officers and are not reliable. We are in the process of replacing those to make sure our radios are sufficient for officers.

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

An Ordinance Authorizing the Mayor to Purchase Body Cameras for the Police Department, Waive Competitive Bidding, and Declaring an Emergency

Chief Baker

We are requesting money to be allocated for more body worn cameras. As you know last year, we came before Council and obtained funded for 52 body worn cameras to be purchased from a company called Custom. Custom was our vendor for our cruiser cameras. We have had good luck with them as far as the functioning of those cameras so that is why we went with this vendor for body worn cameras. Shortly after getting those body worn cameras, we have seen many issues with them. They have not been reliable for us. Many of the issues have revolved around the internal battery and software that Custom has not been able to fix or address for us. We have documented many of the issues and given them to the City Attorney but we do not feel that those cameras are reliable. Many of you have seen the body worn camera footage, when it's working its very good. We like the cameras, our officers have come to like the cameras, we feel it's very important to maintain that <INAUDIBLE> We just need a more reliable vendor that we can go to and have confidence that they are going to work when we deploy them. We are asking for funds to be appropriated for 19 body worn cameras and 6 cruiser cameras. With those 6 cruiser cameras also includes a body worn camera. We will get 6 cruiser cameras and 25 total body worn cameras.

Councilmember Bryant

So the reliability issues with that camera and then we came back and ordered more, was the replacement, how many did we replace at that point.

Chief Baker

This program was in place just prior to my arrival, I am aware of a purchase of 52 total body worn cameras from Custom. Pretty much within that first month we started having problems. Problems mostly concerning the internal battery. If you look at different vendors that was a common problem with these body worn cameras but even more so with Custom. The new cameras that we are going to get from Watch Guard actually have a removable battery. One of those common problems we had

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with our Custom cameras was that battery would expand and pretty much pop casing of the body worn camera. Also the body camera battery would go low and wouldn't allow the video to upload into our system and there was no indication of when that battery was at that point. We have had many problems with these cameras, I am not aware of a second purchase with these cameras. I know when I came here we had 52 and have had problems throughout this purchase. We would expect a body worn camera with the research that we did and in talking with Watch Guard to have a shelf life of about 5 years. We are about a year and half in with these cameras and have had issues with them since the first month. We have sent some cameras back and have received some in return and the ones that we have received immediately would not function. It's really been upsetting to us that we haven't had a reliable product.

Councilmember Bryant

Yes, that is upsetting. Has anybody contacted the company to see if there are recalls and they will make the repairs, anything like that, that we are aware of and can push them on.

Chief Baker

I'm not aware of any recalls. We have been in constant communication with the company. They actually sent a service person out to our agency for two days and he wasn't able to get the issues fully resolved. We have documented many issues and provided those issues to Attorney Shook.

Councilmember Bryant

Thank you Chief. I assume that you have received good reviews on the replacement in terms of durability?

Chief Baker

Yea we have Columbus PD uses Watch Guard and Whitehall PD uses Watch Guard, Dublin PD uses Watch Guard. We reached out to both of these agencies at the command level and the user level. They have had good reviews. One of the main things that we were looking for was the removable battery. As you know batteries go bad but like with our portable radios, the battery goes bad you switch your battery and its functioning again. Body worn cameras with internal batteries, you have to dock that and recharge that battery. With Customs that has been taking several hours to get a full recharge. With body cameras we received from Custom, often they do not last an 8 hour shift.

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Councilmember Bryant

That's not good and I am sorry your officers have been having to work with that. That is not a good way to be out there.

Councilmember Strickland

Thank you again for everything you do and RPD, I do appreciate you all. I know that last year or a year and a half ago we purchased 52. Now we are only purchasing 19 and 6 will be included with the cruiser. Do we feel like that is enough so suffice, I am just trying to understand that total 25 number of the new body cameras verses the 52 before.

Chief Baker

Great question. One of the other advantages that I failed to tell you about with these Watch Guard cameras is they are interchangeable with Officers. A Custom system works, they are issued and assigned to each officer and they have information that is to that specific unit. We issue each officer their separate body cam and if someone else used that it will have the assigned officer's name on that video and programmed into that. So if you are doing a search with someone else's body cam it's not going to show your identifiers in the software. Watch Guard allows any user to pick up a body worn camera, they enter the device in the computer and assign that device to that officer. They are more universal in use. I would expect us to eventually try to get to around 50 body worn cameras. A maintenance type schedule would be 10 every year. To maintain a 5 year shelf life for the cameras. 25 will be sufficient because we probably will be able to use the old Custom ones that work for another year and then I would expect to come back to Council next year and hopefully get that number up to the 50 that we need.

Councilmember Strickland

Attorney Shook it sounds as though for some reason all of the previous body cameras were not operating or the battery life did not last that long. Are we going to do some legal contacting to the prior vendor if there is any reimbursement or anything like that?

Attorney Shook

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I don't want to go into too much detail but I can tell you that we are looking into every legal option and we have full intention of enforcing our contract with that company.

Councilmember Bryant

Is the reason for the emergency just to get them in faster I presume?

Chief Baker

Yes. We have found that the body worn cameras are essential to our operation. We want to get all activities documented and have them for transparency. When those are not available it really worries me. I want the cameras and the transparency and the reliability. Any technology that we subject our officers to makes them a little nervous, they have really come to accept the cameras and rely on them for documentation.

Councilmember Bryant

Just generally speaking on the record, Attorney Shook, we had this item and the previous item listed as competitive bidding waived, for the record can you explain why that is and the reasons for waiving the competitive bid.

Attorney Shook

Yes, under Codified Ordinance 175.01 Subsection F, competitive bidding can be waived if a product is purchased for a price that is equal than or less than a state bid price. The state bid price in Ohio will have certain contracts that they already bid out and have identified the lowest and best bidder for the products that we are purchasing on the last two ordinances. Both are listed on the state bid list and our purchase price under state ordinance is less than the state bid price.

President Jenkins

Do we have any other plans for hiring future officers where we need to buy extra body cameras?

Chief Baker

The body cameras that we are requesting will have enough to serve our immediate needs and we will have enough Customs to get us through to next year. These Custom body cameras we are losing them faster than we are getting them back so they are not reliable. So these 25 will be sufficient for these years because the interchangeability of the units.

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

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for September 14, 2020.

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

An Ordinance to Amend Chapter 1711 Nuisance and Property Maintenance of the Codified Ordinances of the City of Reynoldsburg - First Reading 7/27/2020

Attorney Shook

There is no need for an amendment for this legislation this evening. This is the same ordinance that was presented to Council back in July. We are planning to broaden our definition of who it is that can be sited under our property maintenance code and to increase the financial penalties associated with those violations. I can tell you that between second and third read, I anticipate putting in additional language that would give the City more power to pursue civil action for property maintenance violations, place liens on properties and give the City more power to be able to foreclose when those financial penalties are not paid. We are still looking to make some changes between second and third read but at this time I would ask Council to move on for a second read this evening.

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

An Ordinance Authorizing the Clerk of Council to Certify Nuisance Costs (2019) for Collection by the Franklin County Auditor

Director Dorman

That is for the assessments that we charge when we have to go out and do property maintenance of properties and mowing grass and code enforcement. When the residents do not pay that, we send it down to the auditor and certify funds and have that as an assessment put on their tax bill. That is typical business that we do throughout the year.

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

An Ordinance Authorizing the Clerk of Council to Certify Nuisance Costs (2019) for Collection by the Licking County Auditor

Director Dorman

This is the same thing as the previous one we did for Franklin County. Each one has to be sent to the appropriate county.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with ODOT for Guardrail Repairs on SR-256 Within the City of Reynoldsburg

Director Dorman

This is kind of an odd request that ODOT requires, we usually do these for a normal written agreement but ODOT asked us to do an ordinance. It just allows them to do the repairs. It's a small section of 256 past the corners there that has a section of guardrail that ODOT is responsible for. They are responsible for that bridge and the guardrail and they would like to do the fix on the guardrail. There is no cost to the City they just need permission to go ahead and do the work.

Councilmember Strickland

Do you know when they plan to start the work?

Director Dorman

Soon, I think. They asked this to past as emergency but we need to because we had it passed prior to the date hey asked. This is the kind of work they can do in the winter as long as there isn't a lot of snow on the ground and it's not too frozen. I'm guessing this will be done later winter, early spring.

Councilmember Lawson-Rowe

I remember there was some sort of discussion from a neighbor that I think is in a wheelchair that spoke about the need for sidewalk to continuing. Is this the same area?

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Councilmember Bryant

You mean Graham and the 5 way intersection.

Councilmember Lawson-Rowe

So is this the same area we are talking about?

Director Dorman

It is not. Very close, same creek but a different road.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the Engineering, Plans, and Preparation of Bid Documents for the 2021 Street Improvement Program and Appropriating Funds Therefor

Director Dorman

EMH&T has been the City engineer for many years. The past two year, definitely last year, the City was fortunate enough to go out of its street program. To get everything designed and ready so come the first of the year we can go out and bid so we are ahead of the curve. It's fairly competitive, there are only so many contractors in town and it's really advantageous to get your bid out there first to get contractor security and best pricing. Every project we bid out last year was well under the engineering estimate and that saved us quite a bit of money. The good thing about that too is you get it done before the end of the year. You drive around and see projects that linger like Davidson Road, we are going to be finishing up the residential streets and the work we are doing on Main Street here in the next couple weeks and that's one good thing about that. This is basically authorizing EMH&T to be given design work on that. We will be ready to get bids and get a head start and hopefully get some good prices. I think what's in there too, we talked about this and had some correspondents with Councilmember Pyakurel. I believe Meredith and a few others regarding sidewalks. As we increase code enforcement, people are aware we are out there and actually seeing that we are doing things. We are getting a lot of calls saying hey this has been an issue, can you come out and look at this and see what we can do about this. The City would like to start a sidewalk program. I sent a blurb out to several Councilmembers about some basic ideas that we have. I think the biggest thing that Councilmember Bryant just mentioned earlier was there were some missing gaps

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within the City. There are obviously considerably more dollars then just replacing a sidewalk panel because it involves more area. Typically if you have gaps in the City it's because those are the challenging areas. It's a little more costly in the end to do. We want to look at some of those areas throughout the City but we also want to look at when we do a residential street, we want to look at the sidewalks on that street too and do an inspection and see what needs to be fixed. It's really advantageous to be out there doing that kind of work at the same time that we have contractors doing concrete work. We are going to get a very competitive price.

Councilmember Lawson-Rowe

I would like to acknowledge Director Dorman and Director Bowsher. I would like to thank you both for responding to my emails and questions and helping to get me smart in this area. I have not really leaned into this conversation because every time we hear about sidewalks, I think it's always the other side of town. Well I have been out doing my ward walk about and I plan to walk the entire part of my ward. I had a neighbor reach out to me and she is very concerned about her street, Retton just off of Brice all the way up to Rygate where there are no sidewalks. Her kids and other neighborhood kids have to walk to the bus stop. Just as we heard earlier, this is a concern and we will have to continue to lift up these concerns that we are hearing from our neighbor's. My Granddaughter and I actually walked up Retton Road, we've have visited neighbors on that part of Retton Road and its different because the other side has sidewalks. I just wanted to bring up this concern that we have a neighbor that has concerns about sidewalks and I appreciate you actually sharing the details and how we are looking to reintroduce this street program. And Mr. Mayor we have to stay on this.

Director Dorman

Thank you I appreciate that. One other thing I want to mention to is that as development comes in, if there is a development opportunity that happens on a parcel or piece of property that does not have sidewalks, part of the regulations will be that they have to install sidewalks and connect them, that way the burden is not put on the City. As we see some of these developments come in, we talked about it with these Taylor Road condos that were kind of under construction right now. We need to maybe widen or do things and were still looking at that. That is one thing that is very important so we are not taking all the burden on so if a developer comes in, it's their responsibility to fill in those gaps as well.

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Councilmember Pyakurel

Thank you. What happened was a few residents call me and I bike around in my ward figuring out what is the situation there, their concern they called me for was that trees are planted, I don't know if it's by resident or by City. When the trees grows the sidewalks are lifted and it's difficult for walking or biking situations and multiple people brought the concern. They claim the trees were planted by the City and after talking with some of the Councilmember that some were not planted by the City but by the developer. I would like to know, if they have to fix them by themselves or if the City will jump in fix it. I would like to pass that along to them because they have called multiple times. I told them hey we will be fixing sidewalks and streets during my election and now they are like hey what are you doing. I would like to give them the right answer whether it's your responsibility or the citizens.

Director Dorman

If there is an HOA present within a subdivision they do have some rules and regulations. One thing about Reynoldsburg we are not responsible for any of the City trees unless they are in front of our property. For example, City hall, a parkway, anything that would be front of City owned property. Anything you see outside of that along the subdivision or anything else, those are the resident's responsibility or if there is an active HOA sometimes it falls under the HOA. That money that they put in there could be used for replacements. But unfortunately, so if there is an issue where the roots have heaved the sidewalk or caused it to unsettle that is the responsibility of the home owner to do. We can provide them some guidance, you don't always have to replace the sidewalk panel. In the Cities that I worked for in the past we did that a lot and it became very expensive and it really wasn't the solution because the tree roots will continue to grow and the sidewalk panel years later will be doing the same thing. If you drill a couple holes in the sidewalk panel and inject it with concrete and lifts the panel and it fixes the sidewalk very fast and cheap and it works. You can shave the sidewalk. They have a saw that sits on the sidewalk and shave off that edge or lip that is there and accepted practices that people can use. We do ask them if they are doing that kind of work to let us know so we can go out and inspect it. We want to make sure it's done well and they are getting a good product when it's done as well.

Director Bowsher

Mr. Dorman did a really good briefing of the existing problems that we currently with the sidewalks and the trees and something that we have proud ourselves on moving forward is when we take a look at new development we need to make sure we are

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taking a look at landscaping from those companies and what it's going to look like and utilizing. When MI goes into build their new housing complex, we will be taking a look very closely at the spacing of these trees, how close they are to the sidewalk, the type of species that they are using. Many times in the past in our detriment they have used builder grade trees or trees that have really terrible root systems. Moving forward we are only going to select native species and species that have deep growing roots that won't affect sidewalk systems as they have in the past. It's something that we are just trying to put our best foot forward and be more progressive and forward thinking when we do allow some of these developments.

Councilmember Baker

Thank you to Director Dorman for dealing with this. Since my first year on Council, I said it then and I will say it now, there should be no reason why there are not sidewalks in the City of Reynoldsburg anywhere. I am glad that we are taking a harsh stance to address this.

Councilmember Strickland

My only ask would be that as we move forward in the planning that we would notify our neighborhoods, neighbors regarding which streets and sidewalks that we will be working on. I would like to get into the habit of being able to post which streets are going to be next so that we can try to plan according and let our neighbors know that this is where you are in the pipeline. I know I talked to our Mayor about that. That is one thing that I would love to have on our website.

Director Dorman

Yes, point taken, I agree.

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

An Ordinance to Transfer Funds from the Unencumbered General Fund to Various Building Department Account, and Declaring an Emergency

Director Dorman

This is a good and bad problem to have it times. It's a good problem because we are building a lot and doing a lot more code enforcement. The bad is we unfortunately didn't budget enough money at the beginning of the year to cover this. This is just basic cost. This is what he have to pay or Chief building official to do building plans

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as well as our consultants and also the additional monies are a direct result of code enforcement and building department. So many permits are going out that we are needing more copies, running copies, sending certified letters for code violations and doing citations and bringing them into Mayor's Court. A lot more cost than we have ever done in the past. This is going to get us through the end of the year and when we do the budget for 2021 we will look at these numbers. It's a good problem because we are getting lots of people doing renovations because of Covid. They are doing remodeling and deck work and also just pure development. The condominiums at Taylor, that's 96 units and those each require several dozen inspections a piece. We know we are going to be short. We're coming to you in advance because we are seeing that short fall so we are coming to you now knowing what we are going to need.

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

Finance & Administration Committee

This is the Finance & Administration Committee meeting for September 14, 2020.

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

A 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, and Declaring an Emergency

Auditor Cicak

June 22nd you passed the resolution and we had our public hearing regarding these budgets for Franklin County and for Licking County and Fairfield County. This is annual an annual part of the budget process and I would like to bring your attention. I don't know if you went deep into that page but you look you will see what the property taxes are that we received for the City from Franklin County and it's just under \$500,000.00. The Board of Elections, they charge more than what we bring in from Franklin County so I wanted to bring that to your attention. Either way, the resolution was passed by the County and there are signatures on it and it's here for you to consider tonight.

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

A 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, and Declaring an Emergency

Auditor Cicak

I would like you to bring your attention to this page in your packet it will show you what we produced as far as property tax revenue, its \$145,210.00. These are just figures that I wanted to bring your attention and if there are any questions please feel free to call me during the week.

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

An Ordinance to Approve and Authorize the Execution and Delivery of Amendment No. 3 of the Joint Economic Development District Contract No. 1 Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

Attorney Shook

Yes this is very similar to what we did with JEDD II back in July so this would be the third amendment to JEDD I. I have a note that this does not add or subtract any territory to JEDD I so it does not require a public hearing. There is a development on 113 plus acres at the southeast corner of Refugee and Mink. In order to facilitate that development Etna Township negotiated with the Southwest Licking School district to obtain a tax abatement for this development in order to convince the school district to sign off at that abatement, the school district as requested and change to the distribution percentages in this particular JEDD. This is presented to you as an emergency because we just found out about this in August and the development is ready to go as soon the Mayor is ready to sign a development compensation agreement.

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

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LEGISLATION FOR FIRST READING

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

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES --- Bryant. Public Safety, Law and Courts Committee.

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE RADIOS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING --- Bryant. Public Safety, Law and Courts Committee.

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE BODY CAMERAS FOR THE POLICE DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2019) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

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No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2019) FOR COLLECTION BY THE LICKING COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ODOT FOR GUARDRAIL REPAIRS ON SR-256 WITHIN THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2021 STREET IMPROVEMENT PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Strickland. Public Service and Transportation Committee.

No discussion.

RESULT:	REFERRED TO COUNCIL	Next: 9/28/2020 6:30 PM
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AN ORDINANCE TO TRANSFER FUNDS FROM THE UNENCUMBERED GENERAL FUND TO VARIOUS BUILDING DEPARTMENT ACCOUNTS, AND DECLARING AN EMERGENCY --- Strickland, Salvati. Public Service and Transportation Committee.

No discussion.

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RESULT: **REFERRED TO COUNCIL**

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A 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, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

No discussion.

RESULT: **REFERRED TO COUNCIL**

Next: 9/28/2020 6:30 PM

A 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, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

No discussion.

RESULT: **REFERRED TO COUNCIL**

Next: 9/28/2020 6:30 PM

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 3 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 1 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

No discussion.

RESULT: **REFERRED TO COUNCIL**

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Consent Agenda for Second Reading

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

No discussion.

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AN ORDINANCE TO AMEND CHAPTER 1711 NUISANCE AND PROPERTY MAINTENANCE OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

No discussion.

AN ORDINANCE TO ACCEPT THE EXTENSION AGREEMENT FROM THE OHIO AUDITOR OF STATE FOR AN INDEPENDENT PUBLIC ACCOUNTANT FOR 2020-2022 --- Salvati. Finance and Administration Committee.

No discussion.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE CITY HALL COPIERS --- Salvati. Finance and Administration Committee.

No discussion.

Consent Agenda for Third Reading

59-2020

AN ORDINANCE CREATING CHAPTER 973 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO PERMIT THE CITY SERVICE DEPARTMENT TO ESTABLISH RATES AND CHARGES FOR ELECTRIC VEHICLE CHARGING STATIONS --- Strickland. Public Service and Transportation Committee.

No discussion.

60-2020

AN ORDINANCE ESTABLISHING SECTION 351.19 PARKING AT ELECTRICAL VEHICLE CHARGING STATIONS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

No discussion.

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Other Council Matters

\Councilmember Strickland

One of our neighbors just contacted me regarding installing solar panels on their house. Can you talk a little bit more about that process?

Director Bowsher

Yes, for them to install it on their roof one, they would need to get a zoning permit that would be through my side of the house and need to come into the building department to obtain that. In addition if they are going to be bolting it to their roof they need a building permit for that so we can have our residential building inspector basically go out and make sure that it's bolted on their safe so we don't have any panels fly off during a storm or another weather type event. They are absolutely encouraged to offset and we would walk whoever the resident through the process whoever the resident is. If they are willing to come in to my office during regular business hours and I will walk them through it.

Councilmember Lawson-Rowe

My first one I wanted to just share the pride I had in Reynoldsburg of August 29 whenever we had the back to school supply drive right there in front of City Hall and it was so magnificent to be able serve right there along with others from Council, our Mayor, Members from the Lions Club and from the School Board. We were able to give away over 300 bags of miscellaneous school supplies and backpacks were also donated. I would like to publicly thank April Darling for all of her work she did with this and it was just great to be able to give back to our littlest neighbors. And two, I would like to publicly congratulate Clerk Prasher that she will be inducted into the International Institute of Municipal Clerks Athenian Leadership Society and she would have earned this recognition in April but thanks Covid it's not going to be a few months. I would just like to let Clerk Prasher know and the audience members know and our neighbors how much she does behind the scenes for us. She helps to prepare things behind the scenes and makes sure that we run like a well-oiled machine and she goes above and beyond to make sure that we receive communications that come into the City in a timely manner and then she helps search things out for us. I would just like to say thank you and congratulations.

Clerk Prasher

Thank you. It's my honor to serve not only Council but the City of Reynoldsburg, thank you.

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President Jenkins

I too would like to thank Mollie. She is clerk of the year and she is our very own special Clerk. She makes me look good every meeting that we have and she keeps me in communication with residents and I wanted to give her shout outs as well. Congratulations on being inducted into the International Institute of Municipal Clerks as an Athenian Fellow. You are one of the best and we truly, truly appreciate all that you do. We already knew that you were going to be the clerk of the year because you are our very own clerk and we appreciate everything you do regardless of any award that anyone gives you. We know how hard you work and how hard you represent us behind the scene. So yes, I truly appreciate all work you have done for us in just the short time we have been here. Congratulations on your award.

Clerk Prasher

Thank you, hey it's fun, I have a really good time!

Councilmember Pyakurel

Congratulations Clerk Prasher. I would also like to recognize Reynoldsburg City School teachers for working so hard. At home I have a seventh grader and a sixth grader, this is good you are having fun. My son was saying no I am not having fun. I told him instead of getting into the mess of Covid and having all kind of issues, which one do you chose and he said ok I'll have fun. So they are sitting at home and having fun but when I see the other side, the teachers doing double and triple the work because all class has to be controlled one way and syllabus need to be covered and the same time again that will be some kind of accountability towards the district. All of those difficulties, in spite of those I think we are doing very good I want to thank everyone involved in the school system.

Councilmember Bryant

First I want to remind everybody to fill out the census forms if they haven't done it already, that's wrapping up very quickly and we need to make sure that Reynoldsburg residents are accounted for so we get the proper funding we need. I want to thank Councilmember Baker, Mayor Begeny and Director Dorman for working with me. Power a Clean Future Ohio, we have just been named one of their City's that were showing support for creating a more sustainable community built on clean energy and conservation. We are looking to working with Clean Fuel Ohio to continue those efforts. Thank you.

Minutes Acceptance: Minutes of Sep 14, 2020 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 14, 2020

Councilmember Strickland

I just want to say thank you to Chief Baker and Chief Sharps for the 9/11 ceremony that happened this past Friday and thank you to everyone who showed up and participated. That will forever be with us and I want to thank everyone who took a moment to remember those who we lost.

Upcoming Meetings

September 17, 2020 BZBA
September 28, 2020 Council
October 1, 2020 Planning Commission
October 12, 2020 Council
October 15, 2020 BZBA
October 26, 2020 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Sep 14, 2020 6:30 PM (Approval of Minutes)

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

MOTION REQUEST

DATE: **September 28, 2020**

TO:

RE: **Endorsement of Issue 24 for the ADAMH Board**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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The ADAMH Board is making a presentation to explain the need for the renewal and increase in the ADAMH Board levy. They are seeking Council's and the City of Reynoldsburg's endorsement for Issue 24.

A MOTION TO APPROVE A RESOLUTION IN SUPPORT OF THE FRANKLIN COUNTY ALCOHOL, DRUG, & MENTAL HEALTH BOARD (ADAMH) ISSUE 24

WHEREAS, the Franklin County Alcohol, Drug, and Mental Health Board (ADAMH) helps residents find the right places for affordable and quality support with alcohol, substance use disorder and mental health services in Franklin County; and

WHEREAS, ADAMH, as a good community partner, helps fund 33 provider agencies in the county that provide mental health and addiction services to a growing, vulnerable population; and

WHEREAS, ADAMH provides alcohol, drug addiction and mental health crisis services to anyone in Franklin County, regardless of insurance or Medicaid coverage, as 85% of the people served live below the federal poverty level; and

WHEREAS, ADAMH is committed to cooperatively addressing inequities and behavioral

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

health disparities that result from systemic issues of poverty and racism; and

WHEREAS, more than 71% of ADAMH resources come from the current 2.2 mill property tax levy that expires in December 2021; and

WHEREAS, the levy millage for ADAMH has not increased in nearly 30 years while the number of people seeking help has grown dramatically---rising 72% since 2014; and

WHEREAS, ADAMH needs additional funding to address the increasing opiate crisis and devastating suicide rate affecting Franklin County; and

WHEREAS, the Human Services Levy Review Committee recommends and the Franklin County Board of Commissioners has approved placing a 5-year, 2.2 mill renewal levy with a .65 mill increase to support ADAMH on the November 3, 2020 ballot, with collection beginning in 2022; and

WHEREAS, the City of Reynoldsburg is pleased to support and endorse Issue 24, the ADAMH levy. If passed, homeowners would pay an additional \$1.90 per month, per \$100,000 in home property value for the continued vital services of ADAMH.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF REYNOLDSBURG, OHIO, that: the City of Reynoldsburg hereby supports and endorses Issue 24 in support of the ADAMH Board.

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

MOTION REQUEST

DATE: **September 28, 2020**

TO:

RE: **Childhood Cancer Awareness Month**

Approval:

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

A RESOLUTION RECOGNIZING CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, childhood should be a time of joy, laughter, innocence, and wonder. Sadly, more than 15,000 American children and adolescents endure the pain, heartache, and uncertainty of a cancer diagnosis each year.

WHEREAS, today, cancer is the leading cause of death from disease beyond infancy for our nation's youth, and in 2020 alone, it is expected to take the lives of approximately 1,200 children under 15 years of age. D

WHEREAS, during National Childhood Cancer Awareness Month, we recognize the courage and strength of the brave children battling a cancer diagnosis, and we reaffirm our commitment to combating pediatric cancers and supporting these children and their families and friends in their fight; and

WHEREAS, over the last half century, substantial progress has been made in the diagnosis and treatment of several types of childhood cancer. Yet our resolve to ensure that every child can grow up cancer-free has never been stronger. We remain dedicated to the goal of ending childhood cancer and continuing to improve the care for all of these children; and

WHEREAS, during National Childhood Cancer Awareness Month, we honor the memory of the precious children and adolescents lost to cancer and pray for their families and friends as they remember their loved ones; and

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

WHEREAS, the Reynoldsburg City Council reaffirms our admiration and respect for the healthcare professionals, who have continued to work tirelessly for these children during the coronavirus pandemic, so that every child can enjoy a future filled with promise, good health, and hope; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG: do hereby proclaim September 2020 as National Childhood Cancer Awareness Month and call upon all citizens of Reynoldsburg to recognize the effect childhood cancer has on those around them and to make themselves more aware of the efforts to fight childhood cancer.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

MOTION REQUEST

DATE: **September 28, 2020**

TO:

RE: **Renewal of Multiple City TIFs**

Approval:

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

AN RESOLUTION ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS

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

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

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

WHEREAS, each TIRC is mandated to review and make a formal recommendation as to the compliance of the terms of each agreement in its zone on an annual basis for the preceding year concluding on December 31st; and

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

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

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

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

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

SECTION 3. This resolution is effective on the earliest date permitted by law.

Reynoldsburg

MINUTES

**2020 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
WEDNESDAY, JULY 15, 2020**

PLACE: Virtual Zoom Meeting

1. Jon Slater, Fairfield County Auditor

Mr. Slater called the meeting to order at 3:00pm

Present: Jon Slater, Ed Laramée, Carri Brown, James Mako, Rick Szabrak, Christine Boucher, Robin Duffee, Ed Drobina, Judy Eck, Stephen Cicak, Chris Shook, and Andrew Bowsher

2. Approval of 2019 Minutes

Mr. Bowsher: We had some miss-information about this TIF last year where we thought it was over and it's not up until 2029.

Chris Shook made a motion to approve the Minutes, seconded by Stephen Cicak; eleven affirmative votes, no negative votes. Mr. Mako Abstained; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Laramée: I understand the debt service runs through 2025, can we address the debt service?

Mr. Bowsher: I can't speak to the debt service but I can see that we are definitely paying the school for that. I would leave that to the city auditing team. I will discuss the numbers. For the first half we collected \$863,953.73 and the second half was \$829,568.46 for a grand total of \$1,693,522.19.

Mr. Slater: How's the activity out there?

Mr. Bowsher: The Starbucks is completed. We have two other parcels that Casto and I are trying to work out. We had a lot of talks prior to Covid, but I don't expect any of that

to come up anytime soon. However, we did approve Caliber Collision to go in next to the vacant Babies R Us. Their payroll will be 3 million and its a 15 million dollar build out.

Mr. Cicak: The city's debt will be paid by the year 2023.

Mr. Laramie: I saw payments going out to 2025 so I wanted to check on that.

Ms. Crawford: I'm not seeing that but I would be happy to get with you to review what each of us are seeing.

Mr. Bowsher: I did want to mention that the previous pharmacy at the corner of Taylor and 256 will be a Mount Carmel medical emergency/ primary care facility.

Chris Shook made a motion to accept the report of the Taylor Square TIF, seconded by Jon Slater; twelve affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Slater adjourned the meeting at 3:19 pm.

Reynoldsburg

MINUTES

2020 FRANKLIN COUNTY; BRICE ROAD TIRC WEDNESDAY, JULY 15, 2020

PLACE: Virtual Zoom Meeting

1. Michael Stinziano, Franklin County Auditor

Michael Stinziano called the meeting to order at 3:34 pm.

Present: Michael Stinziano, Kelan Craig, Michael Kinninger, Christine Boucher, Jack Butler, Gena Shelton, Judy Eck, Jason Nicodemus, Chris Shook, Stephen Cicak, and Andrew Bowsher

2. Approval of 2019 Minutes

Andrew Bowsher made a motion to approve the Minutes, seconded by Kelan Craig; ten affirmative votes, Judy Eck abstained, no negative votes; Minutes stand approved as submitted

3. Brice Road TIF

Mr. Bowsher: The gross collection for the first half was \$196,154.57 and \$75,217.84 for the second half. Reynoldsburg has upheld its commitment to plow some streets including the Glen Meadows Neighborhood. This continues to be a well-functioning TIF. The city voted on a few new TIF's that we will discuss at next year's meeting.

Chris Shook made a motion to accept the report of the Brice Road TIF, seconded by Kelan Craig; eleven affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Stinziano adjourned the meeting at 3:40 pm

Reynoldsburg

MINUTES

**2020 LICKING COUNTY TIRC
WEDNESDAY, JULY 15, 2020**

PLACE: Virtual Zoom Meeting

1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 2:32 pm

Present: Michael Smith, Brad Mercer, Rick Black, Chris Harkness, Christine Boucher, Judy Eck, Stephen Cicak, Andrew Bowsher, and Chris Shook

2. Approval of 2019 Minutes

Andrew Bowsher made a motion to approve the Minutes, seconded by Stephen Cicak; nine affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Road TIF #1

Mr. Bowsher: For 2019 \$13,627 was collected the first half and for the second half \$7,436.12 was collected. This was for the Taylor Chase Condominiums. Good news is the developer has submitted plans and they were approved to build out eight more buildings to finish out this development. They were also approved for some apartments that will be in TIF 2 that we will see dollars from in about two years.

Chris Shook made a motion to accept the report of Taylor Road TIF#1 and continue the TIF, seconded by Rick Black; nine affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #2

Mr. Bowsher: This is the second portion of Taylor Road. This is where apartments have been proposed and approved. This year's amounts are \$628.67 the first half and \$628.44 the second half. Obviously in a couple of years we will have an increase.

Chris Shook made a motion to accept the report of Taylor Road TIF #2, seconded by Rick Black; nine affirmative votes, no negative votes; the Motion carried.

5. Summit Road TIF

Mr. Bowsher: No new changes on this TIF. The first half collections are \$14,569.85 and the second half is \$14,565.19.

Chris Shook made a motion to accept the report of the Summit Road TIF, seconded by Stephen Cicak; nine affirmative votes, no negative votes; the Motion carried.

6. Comments and Closing

Michael Smith adjourned the meeting at 2:41 pm

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

DATE: September 28, 2020**TO:****RE: Irrigation for the Main Street Corridor Revitalization for 2021 and
2022**

Approval:

Joe Begeny	Skipped Chris Shook	Skipped 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: September 28, 2020**TO:****RE: Maintenance for the Main Street Corridor Revitalization for 2021 and
2022**

Approval:

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

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

MOTION REQUEST

DATE: **September 28, 2020**

TO:

RE: **Annexation Services Agreement**

Approval:

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

Ann Russell, 1750 Lancaster Avenue, has requested filed a Type-2 Annexation petition with the Franklin County Commissioners. Council received this request on Tuesday, September 15, 2020. ORC statute states that the City is bound to provide a statement of municipal service provided within 20 days of filing. The approval of this services provided agreement does not bind Council to approve the requested annexation. The annexation is being requested in order to tie into sanitary utilities.

A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY AT 1750 LANCASTER AVENUE

WHEREAS, Ann Russell is the owner of approximately 0.72+/- acres of land located at 1750 Lancaster Avenue, Parcel #263-000721 and is requesting annexation into the City of Reynoldsburg; and

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

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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

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

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

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

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

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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

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

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

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

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

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

- A. A 16" water main extension serves this property. The water main runs parallel with Lancaster Avenue.
- B. A 8" sanitary sewer line serves this property. The sanitary sewer line runs parallel with Lancaster Avenue.

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

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

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

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



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

RECEIVED

SEP 15 2020

Franklin County Planning Department
Franklin County, OH

Property Information

Site Address: 1750 LANCASTER AVE. REYNOLDSBURG

Parcel ID(s): 263-000721 Total Acreage: 0.72

From Township: TRURO To Municipality: REYNOLDSBURG

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: ANN RUSSELL
Address: 1750 LANCASTER AVE. REYNOLDSBURG OH 43068

Phone # 614-604-4548 Fax #
Email: CHRIS AND KORENA 67@GMAIL.COM

Attorney/Authorized Agent Information

Name: CHRIS RUSSELL
Address: 1750 LANCASTER AVE REYNOLDSBURG OH 43068

Phone # 614-604-4548 Fax #
Email: CHRIS AND KORENA 67@GMAIL.COM

Petitioners Signature

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

Ann Russell 9-1-2020
Property Owner Date
Ch. T. Russell Sept. 1 2020
Attorney or Authorized Agent Date Attorney or Authorized Agent Date

Staff Use Only

Case # ANX- 23-20

Hearing Date: 10/20/20

Date Filed: 9/15/20

Fee Paid: \$250.00

Receipt #: 20-03092

Received By: Matt Brown

Notification Deadline (5 days):

9/21/20

Svc Statement Deadline (20 days):

10/5/20

Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☒ Legal description of the property
- ☒ Fee Payment (checks only)
- ☒ Map/plat of property
- ☒ List of adjacent properties

PROPOSED ANNEXATION OF 0.72± ACRES FROM: TRURO TOWNSHIP TO: CITY OF REYNOLDSBURG

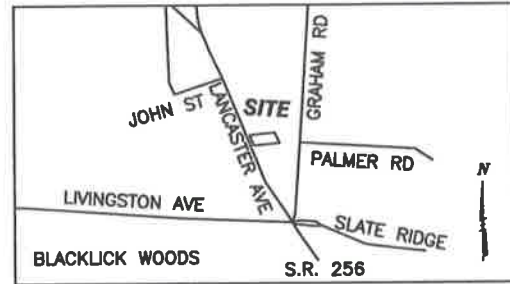
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF TRURO, HALF SECTION 29,
SECTION 18, TOWNSHIP 16, RANGE 20, REFUGEE LANDS.

LEGEND

EXISTING CITY OF REYNOLDSBURG CORP. LINE

PROPOSED CITY OF REYNOLDSBURG CORP. LINE

AREA TO
BE ANNEXED



LOCATION MAP
NO SCALE

RECEIVED

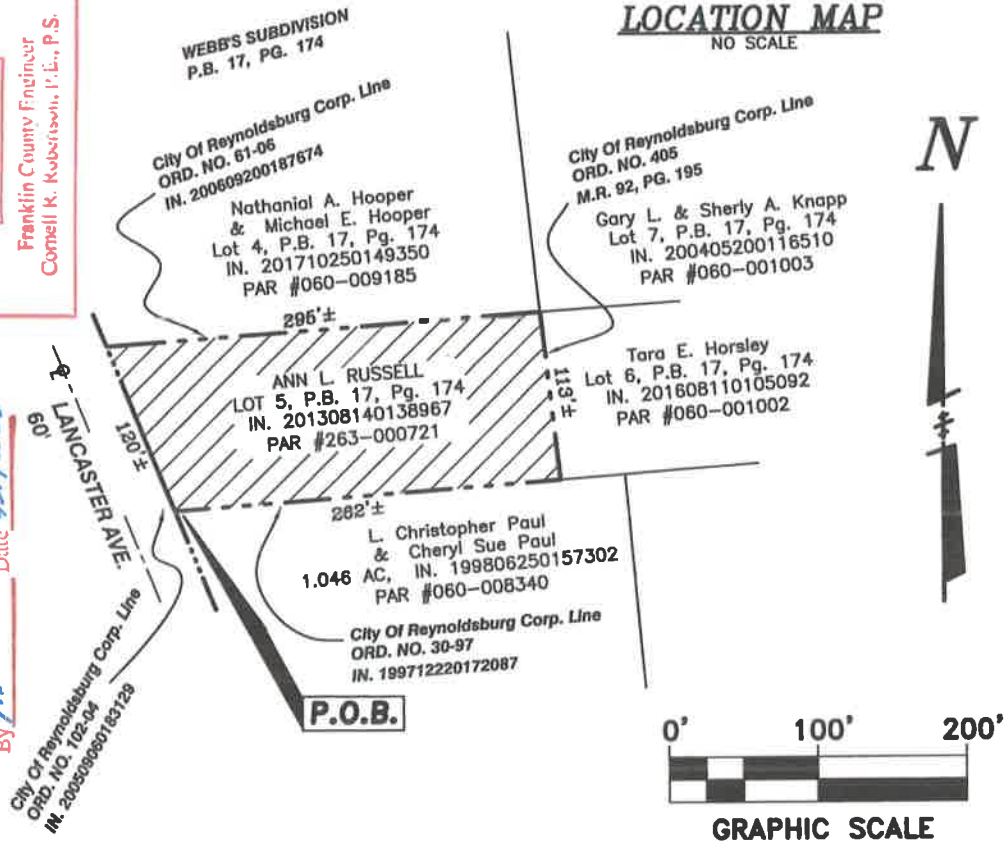
AUG 31 2020

Franklin County Engineer
Cornell K. Robertson, P.E., P.S.

ANNEXATION

PLAT & DESCRIPTION
ACCEPTABLE
CORNELL K. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By *[Signature]* Date *8/19/2020*



THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE FRANKLIN COUNTY ENGINEER,
RECORDER AND AUDITOR, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

THE TOTAL PERIMETER OF THE ANNEXATION AREA IS 790 FEET, OF WHICH 790 FEET IS
CONTIGUOUS WITH THE CITY OF REYNOLDSBURG, GIVING 100% CONTIGUITY.

PREPARED BY:

SITE ENGINEERING, INC.
7453 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
PHONE: (614) 759-9900

Mark A. Hazel 8-19-2020
Mark A. Hazel
P.S. #7039



RECEIVED

SEP 15 2020

AUX-23-20

Franklin County Planning Department
Franklin County, OH

FILE #4128



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By FAA Date 8/2/2020

**PROPOSED ANNEXATION OF 0.72+/- ACRES
FROM: TRURO TOWNSHIP
TO: CITY OF REYNOLDSBURG**

Situated in the State of Ohio, County of Franklin, Township of Truro, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being 0.72 acres of land, more or less, and being all of that Lot 5 as designated and delineated on the recorded plat of WEBB'S SUBDIVISION of record in Plat Book 17, Page 174 (Auditor's Tax Parcel Number 263-000721) (all references are to the records in the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING, at the intersection of the easterly right-of-way line of Lancaster Road with the southerly line of said Lot 5, the northerly line of that 1.046 acre tract described in a deed to L. Christopher Paul & Cheryl Sue Paul of record in Instrument 199806250157302, being in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 102-04, and recorded in Instrument 200509060183129 and an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 30-97, and recorded in Instrument 199712220172087;

Thence in an northerly direction, a distance of approximately 120 feet, along the easterly right-of-way line of said Lancaster Avenue, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 102-04) and the westerly line of said Lot 5 to the southwesterly corner of Lot 4 of said subdivision and at an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 61-06, and recorded in Instrument 200609200187674;

Thence in a easterly direction, a distance of approximately 295 feet, along the common line between said Lots 4 & 5 and along said existing City of Reynoldsburg Corporation Line (Ord. 61-06) to the northeast corner of said Lot 5, common corner to Lots 4, 7 & 6 of said subdivision, and an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance No. 405, and recorded in Misc. Record 92, Page 195;

Thence in a southerly direction, a distance of approximately 113 feet, along the common line between said Lots 5 & 6 and along the existing City of Reynoldsburg Corporation Line (Ord. 405) to the southeasterly corner of said Lot 5, on the northerly line of said 1.046 acre tract, at an angle point in the existing City of Reynoldsburg Corporation Line (Ord. 30-97);

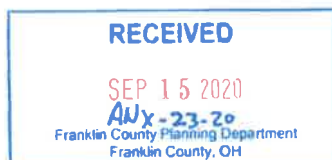
Thence in a westerly direction, a distance of approximately 262 feet, along the southerly line of said Lot 5, the northerly line of said 1.046 acre tract and being along said existing City of Reynoldsburg Corporation Line, (Ord. 30-97) to the Point of Beginning, containing 0.72 acres of land, more or less.

The total perimeter of the annexation area is 790 feet, of which 790 feet is contiguous with the City of Reynoldsburg, giving 100% contiguity.

The above description was prepared in the office of Site Engineering, Inc. 7453 East Main Street Reynoldsburg, Ohio 43068, by Mark A. Hazel, P.S. #7039 in August 2020, from the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

SITE ENGINEERING, INC.

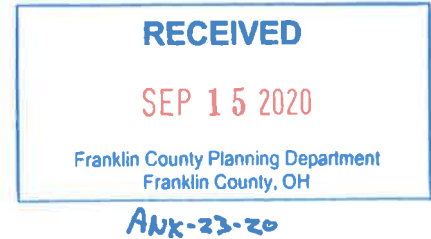
By Mark A Hazel, ps 8-19-2020
Mark A. Hazel Date
Professional Surveyor No. 7039



**ADJACENT PROPERTIES
OF
PROPOSED ANNEXATION OF PROPERTY OF:
ANN L RUSSELL
PARCEL ID 263-000721**

**NATHANIAL A. HOOPER &
MICHAEL E. HOOPER
PARCEL ID 060-009185
1734 S LANCASTER AVE
REYNOLDSBURG OHIO 43068**

NORTH SIDE



**TARA E. HORSLEY
PARCEL ID 060-001003
1753 GRAHAM RD
REYNOLDSBURG, OHIO 43068**

EAST SIDE

**GARY L. & SHERLY A. KNAPP
PARCEL ID 060-001003
1741 GRAHAM RD
REYNOLDSBURG, OHIO 43068**

EAST SIDE

**L. CHRISTOPHER PAUL &
CHERYL SUE PAUL
PARCEL ID 060-008340
1770 S LANCASTER AVE
REYNOLDSBURG, OH 43068**

SOUTH SIDE

**GMN CONGLOMERATE
PARCEL ID 060-008765
1755 S LANCASTER AVE
REYNOLDSBURG, OH 43068**

WEST SIDE

**REDWOOD
PARCEL ID 060-008539
1713 BLACKLICK CREEK DR.
REYNOLDSBURG, OH 43068**

WEST SIDE

Attachment: 2020-06 Annexation Services for 1750 Lancaster Avenue Exhibit (Annexation Services Agreement)

Development Department

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

ORDINANCE REQUEST

DATE: September 28, 2020
TO: Development, Parks and Recreation Committee
RE: Zoning Code Amendment

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
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Minor amendments to the Reynoldsburg Zoning Code. This include text changes and calibration to workflow items.

AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the City of Reynoldsburg determined that the entire zoning code needed to be revised following the update of the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the new code (attached as Exhibit A) replaced an outdated code from 1969 to be more inclusive, allow for creative uses, and encourage development to thrive.

WHEREAS, these amendments (attached as Exhibit A) are to align, and re-calibrate the text to better conform to the usefulness of the code.

WHEREAS, the new Reynoldsburg code, should continually adopt and be revised to better suite new policies, and practices within the administration, and city planning.

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

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

SECTION 1. That Chapter 11-Planning and Zoning Code will be amended with this updated code -

See Exhibit “A” attached hereto and incorporated herein.

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

Proposed Zoning Code Amendments Overview September 2020

Section 1103.15 Brice & East Main Street and East Main Street Insight Districts

- Section 1103.15(III) - Remove maximum side yard setback and maximum rear yard setback in BMD; Amend minimum side and rear yard setbacks in BMD (p 45)
- Section 1103.15(III) - Amend minimum height in BMD (p 46)
- Section 1103.15(III) - Remove maximum side yard setback and maximum side yard setback aggregate in EMD (p 47)
- Section 1103.15(III) - Amend minimum height in EMD (p 48)

Section 1103.17 Suburban Residential Zone (SR)

- Section 1103.17(III) - Amend accessory building location in Suburban Residential Zone (SR) to align with Section 1105.05 (p 54)

Section 1103.21 Community Commercial Zone (CC)

- Section 1103.21(II) - Add 'Food Service- Quick Serve/Fast Food With Drive Thru' as a permitted use in CC Zone (p 60)
- Section 1103.21(II) - Add all 'Vehicular' uses as either permitted or conditional uses in CC Zone (p 61)
- Section 1103.21(III) - Remove maximum front yard setback, maximum side yard setback, and maximum side yard setback aggregate in CC Zone (p 62)
- Section 1103.21(III) - Amend parking location in CC Zone to allow front yard parking (p 63)

Section 1105.03 Signs

- Section 1105.03(C)(ix) - Add sign area formula for wall signs in commercial/mixed-use zones (p 139)
- Section 1105.03(C)(x) - Add sign area formula for wall signs in Innovation Zone (p 140)
- Section 1105.03(D) - Add language stating supplemental signs are exempt from zoning sign permits (p 140)
- Section 1105.03(D) - Add 'Window Sign' as supplemental sign type exempt from permitting and remove from all 'Window Sign' subsections from Section 1105.03(C) (p 140)
- Section 1105.03(C)(x) - Add 'Monument Sign' as permitted principal sign type in commercial/mixed-use zones (p 139)

Section 1105.07 Landscaping and Buffering

- Section 1105.07(B) - Submittal of landscape plan and/or tree survey at the discretion of PZA (p 144)
- Section 1105.07(C) - Zoning certificate not required for addition of previous surface (p 144)

Section 1105.13 Supplementary Use Conditions

- Section 1105.13(K) - Submittal of traffic study for drive thru establishments at the discretion of PZA or BZBA (p 169)

Section 1109.11 Zoning Certificate

- Section 1109.11(B) - Zoning certificate does not have to be issued if there are open building or property maintenance code violations (p 189)

Section 1109.19 Site Plan and Design Review

- Section 1109.19(K) - Change appeal timeline to 30 days for consistency with Section 1109.21(G) (p 199)

Section 1109.21 Certificate of Appropriateness

- Section 1109.21(B) - Change COA deadline to 14 days prior to Planning Commission meeting (p 200)

DISTRICTS AND ZONES

SECTION 1103.17 SUBURBAN RESIDENTIAL ZONE (SR)

I. Purpose and Intent

A. The Suburban Residential (SR) Zone is intended to regulate all land in the city platted for medium-scale suburban single-unit residential development. The existing development pattern in the SR Zone is traditional single-family residential subdivisions with single-unit residential structures. The desired development pattern in the SR Zone is to accommodate multiple forms of single-family development, including attached single-family dwellings. New development in the SR Zone should also promote pedestrian connectivity and the retention of open space as an amenity. Where possible, new residential development should be connected to trail systems and within a half-mile walk from parks or significant open space.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	- Community Facility - Park - Community Facility - Trail - Dwelling - Detached Single-family - Library - Residential Model Home
CONDITIONAL USES:	- Child Day Care - Center (See 1105.13(G)) - Child Day Care - In Home* - Community Facility - Activity Center - Community Facility - Outdoor Recreation - Community Facility - Public Health Safety - Dwelling - Assisted - Dwelling - Attached Single-Family - Dwelling - Developmental Disability - Dwelling - Group - Dwelling - Two Family - Golf Course - Private Club - Religious Assembly - School - Primary - School - Secondary - Studio - Art - Studio - Gymnastics/martial arts - Visual Arts Center

**Subject to Home Occupation Regulations
(see 1103.13(H))*

REYNOLDSBURG ZONING CODE

III. Development Standards

The Suburban Residential Zone includes the traditional suburban single-family detached and attached typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Rear yard, 35 feet from side any lot line, <u>6 feet from rear lot line</u> ; 10 feet from the house
	ADU HEIGHT (MAX. FT.)	24; provided height of ADU does not exceed height of principal structure
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	15
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; no front yard parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only
DESIGN	DESIGN STANDARDS	Single-family building types; Porch permitted to encroach up to 6" beyond front building facade. Garage doors must be located at least three feet behind front building line.
	SITE PLAN STANDARDS	For subdivision requirements, see Chapter 1111

DISTRICTS AND ZONES

SECTION 11039.21 COMMUNITY COMMERCIAL ZONE (CC)

I. Purpose and Intent

A. The Community Commercial (CC) Zone is intended to promote development patterns and businesses that are consistent with larger retail and office-users, including companies with a workforce residing throughout the region that is seeking the convenience of access from heavily-traveled corridors. Existing development in the CC Zone is comprised of traditional large lot retail development with surface parking. Future development patterns in the CC Zone should accommodate changes in retail and transportation, including smaller lots and smaller format retail uses.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

	DISTRICT USES
PERMITTED USES:	• Adult Day Care • Antique Shop (See definition) • Bakery - Retail • Boarding/Kennel • Child Day Care - In Home (See 1105.13(H)) • Clothing Services - Dry Cleaning with drive thru • Clothing Services - Dry Cleaning without drive thru • Clothing Services - Tailor • Community Facility - Park • Community Facility - Trail • Dwelling - Group • Dwelling - Multi-Unit Building • Dwelling - Two-family • Dwelling - Developmental Disability • Financial Services and Banking - with drive thru (See 1105.13(K)) • Financial Services and Banking - without drive thru • Food Sales - Farm Market • Food Sales - Small Format Grocery • Food Service - Deli • Food Service - Fast Casual Restaurant • Food Service - Full Service Restaurant • Food Service - Quick Serve/Fast Food Without Drive Thru • <u>Food Service - Quick Serve/Fast Food With Drive Thru</u> • Gallery - Art • Health and Wellness - Clinic • Health and Wellness - Fitness Facility/Gym • Health and Wellness - Massage • Health and Wellness - Physical Therapy • Library • Manufacturing - Artisan • Medical - Clinic • Medical - Office • Office - Professional Services • Overnight Lodging - Bed and Breakfast (See definition) • Overnight Lodging - Boutique Hotel • Personal Care and Beauty Services • Private Club

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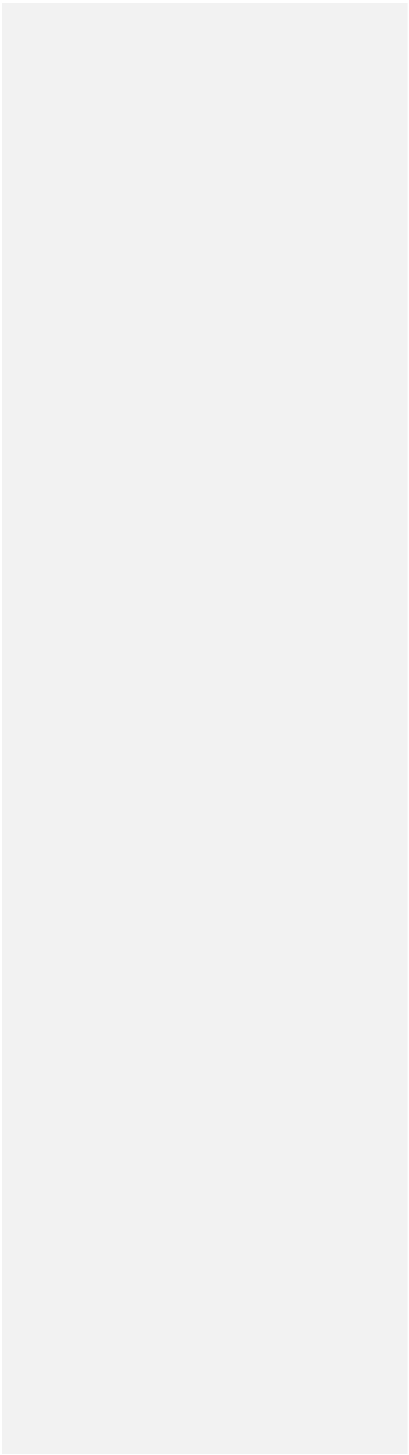
DISTRICT USES (CONT.)	
PERMITTED USES:	• Retail - Medium Format • Retail - Pharmacy • Retail - Shopping Center - Outdoor • Retail - Small Format • School - Secondary • School - Primary • Shelter • Studio - Art • Studio - Gymnastics/martial arts • <u>Vehicle Care Services – Washes</u> • <u>Vehicular Care Services – Minor</u> • <u>Vehicular Repair - Light</u> • Veterinary
CONDITIONAL USES:	• Auction Facility • Beverage Sales - Liquor and Beer Sit Down/Bar Establishment • Beverage Sales - Liquor Store • Child Day Care - Center (See 1105.13(G)) • Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Public Health Safety • Dwelling - Assisted • Dwelling - Multi-Unit Building Complex • Dwelling – Nursing • Event Center - Private Events and Conferences • Event Center - Public Meetings and Conventions • Live Theater • Mortuary • Movie Theater • Museum • Religious Assembly • Retail - Convenience with gasoline • <u>Retail - Convenience without gasoline</u> • <u>Vehicular Care Services - Major</u> • <u>Vehicular Repair - Heavy</u> • <u>Vehicular Sales - Automobiles</u> • <u>Vehicular Sales - Motorcycles</u> • <u>Vehicular Sales - Boats</u> • <u>Vehicular Sales - Recreational Vehicles</u> • Visual Arts Center

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DISTRICTS AND ZONES

III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	80
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	10
	FRONT YARD SETBACK (MAX. FT.)	20 NA
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	10
	SIDE YARD SETBACK (MAX. FT.)	20 NA
	SIDE YARD SETBACK (MIN. AGGREGATE, FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	40 NA
	REAR YARD SETBACK (MIN. FT.)	20
	REAR YARD SETBACK (MAX IN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	45
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	70%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

REYNOLDSBURG ZONING CODE

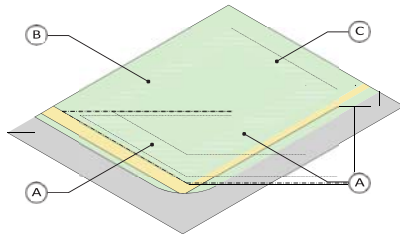
ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Front, side, or rear yard Rear or side yard , well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Hanging, Wall, Projecting
DESIGN	DESIGN STANDARDS	Small to Medium Commercial Building Types; Natural Materials or Hardie Panel on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

REYNOLDSBURG ZONING CODE

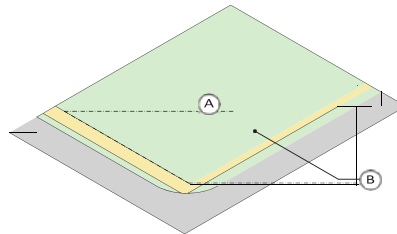
III. Insight District Development Standards

The Brice and Main District includes the more urban attached typologies with off-street parking in a garage, driveway, or parking lot, in addition to instances of on-street, parallel parking.

A. Lot Dimensions and Setbacks



B. Lot Coverage

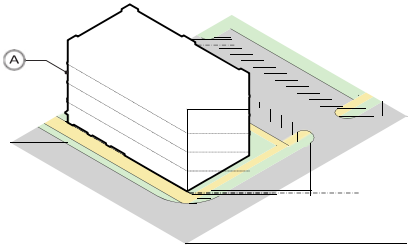


LOT DIMENSIONS	LOT SIZE (MIN./MAX SQ. FT.)	NA
	LOT WIDTH (MIN./MAX.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	NA
SETBACKS	A FRONT YARD SETBACK (MIN. FT.)	5 from ROW
	A FRONT YARD SETBACK (MAX. FT.)	20 ft from ROW
	B SIDE YARD SETBACK (MIN. FT.)	10 from lot line; 30-10 feet between buildings
	B SIDE YARD SETBACK (MAX. FT.)	20 feet from lot line; 40 feet between buildings NA
	B SIDE YARD SETBACK (MIN./MAX. AGGREGATE. FT.)	NA
	C REAR YARD SETBACK (MIN. FT.)	10 feet from lot line; 30-10 feet between buildings
	C REAR YARD SETBACK (MAX. FT.)	20 feet from lot line; 40 feet between buildings NA
		A

LOT COVERAGE/ OPEN SPACE	A LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	100%
	OPEN SPACE (MIN.)	30%
	OPEN SPACE (MAX.)	50%
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	12
	DENSITY (MAX. UNITS PER ACRE)	NA

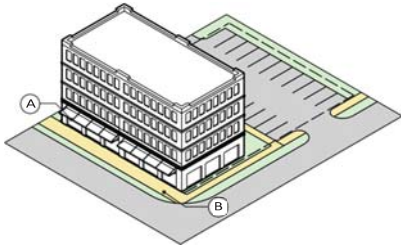
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT	A	BUILDING HEIGHT (MIN. FT.)	3522
		BUILDING HEIGHT (MAX. FT.)	1400
ACCESSORY STRUCTURE DIMENSIONS		ACCESSORY BUILDING LOCATION	NP
		ADU HEIGHT (MAX. FT.)	NP
		ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION		LOCATION	Interior of the development or structured parking
SIGN REGULATIONS		PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN		DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency
		SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

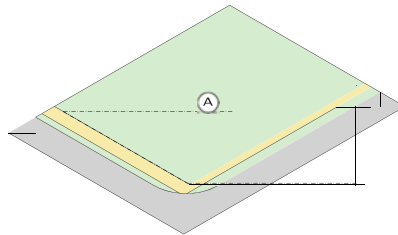
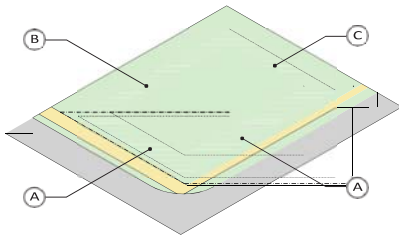
REYNOLDSBURG ZONING CODE

III. Insight Zone Development Standards

The East Main Street District includes urban and some suburban typologies (Section IV Building Typologies) with off-street parking, driveway, or parking lot, in addition to instances of on-street, parallel parking.

A. Lot Dimensions and Setbacks

B. Lot Coverage



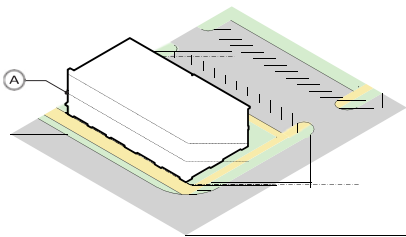
LOT DIMENSIONS	LOT SIZE (MIN./MAX SQ. FT.)	NA
	LOT WIDTH (MIN./MAX.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	NA
SETBACKS	A FRONT YARD SETBACK (MIN. FT.)	5 ft from ROW
	A FRONT YARD SETBACK (MAX. FT.)	20 ft from ROW
	B SIDE YARD SETBACK (MIN. FT.)	5 from lot line; 10 feet between buildings
	B SIDE YARD SETBACK (MAX. FT.)	10 feet from lot line; 20 feet between buildings
	B SIDE YARD SETBACK (MIN. FT.)	20 ft
	C REAR YARD SETBACK (MIN. FT.)	30
	C REAR YARD SETBACK (MAX. FT.)	NA

LOT COVERAGE/ OPEN SPACE	A LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	30%
	OPEN SPACE (MAX.)	50%
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	YES
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	8
	DENSITY (MAX. UNITS PER ACRE)	NA

DISTRICTS AND ZONES

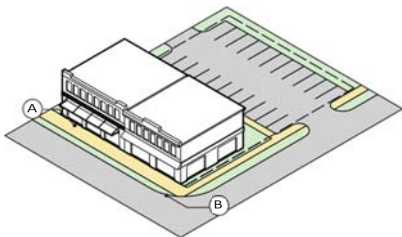
INSIGHT ZONE SUPPLEMENTAL REGULATIONS

C. Height and Parking



HEIGHT	A	BUILDING HEIGHT (MIN. FT.)	3522
		BUILDING HEIGHT (MAX. FT.)	75
ACCESSORY STRUCTURE DIMENSIONS		ACCESSORY BUILDING LOCATION	NP
		ADU HEIGHT (MAX. FT.)	NP
		ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION		LOCATION	Rear or side yard, well-screened; private garages; structured parking
SIGN REGULATIONS		PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN		DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency
		SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

REYNOLDSBURG ZONING CODE

SECTION 1105.03 SIGNS

TABLE 1105.03A PERMITTED PRINCIPAL SIGNS BY ZONE AND DISTRICT

DISTRICT/ZONE	MONUMENT SIGN	PROJECTING SIGN	WALL SIGN	AWNING SIGN	WINDOW SIGN	ROOF SIGN
Olde Reynoldsburg Neighborhood District (ORD-N)	MU or NR					
Olde Reynoldsburg Commercial District (ORD-C)	X	X	X	X	✗	X
Brice and Main Street District (BMD)	X	X	X	X		
East Main Street District (EMD)	X	X	X	X		
Community Commercial (CC)	✗	X	X	X	✗	
Residential Zones (SR and RM)	NE or NR	NR				
Innovation Zone (I)	X	X	X	X	✗	
Sign Key: MU - Multi-Unit Development NR - Non-Residential Development, excluding home occupation NE - Neighborhood Entry Sign						

- A. Purpose and Applicability.** This section regulates the type, number, design, size, time of display, location, maintenance, and other characteristics of signs in order to: protect the public health, safety, and welfare in all zones and districts; promote clarity in sign communications; promote harmony between and among the physical characteristics of signs and the physical characteristics of surrounding land, structures, and other development features; and to promote attractive and orderly appearance in all districts. The provisions of this section shall apply to all existing signs, to all signs erected or installed after the effective date of this Zoning Code, and to any sign which replaces an existing sign or component thereof.
- B. Zoning Sign Permits Required.** Every sign, except those specifically exempted by the provisions of this section, shall only be erected or installed subsequent to and in conformance with the provisions of a zoning sign permit issued by the Planning and Zoning Administrator. The Planning and Zoning Administrator shall not be required to issue a zoning sign permit to any use or business that does not have a valid zoning certificate or that is otherwise not in compliance with the Zoning Code, Building Code or Property Maintenance Code. For the purposes of approving a sign in conformance with the Zoning Code, a zoning sign permit shall have the same effect as a zoning certificate.

COMMON REGULATIONS

C. Signs Requiring Permits

- i. **Signs in Zones and Districts.** Signs shall be permitted in the respective districts as established in Table 1105.03A: Permitted Signs and as further provided in this section.
- ii. **Signs in Olde Reynoldsburg Districts.** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the certificate of appropriateness process required under Section 1109.21, signs shall be permitted in Olde Reynoldsburg Districts as established in Table 1105.03A and in conformity with the following specific provisions:
 1. **Residential Signs – Olde Reynoldsburg Commercial District (ORD-C) and Olde Reynoldsburg Neighborhood District (ORD-N).** One (1) monument sign per entrance may be located on a lot or lots within a multi-dwelling unit development within the ORD-C or ORD-N. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
 2. **Non-Residential Use or Mixed-Use Signs – ORD-C.** The following sign types shall be permitted to be displayed on structures or buildings utilized for non-residential or mixed-use purposes in conformity with the following specific provisions:
- iii. **Sign Lighting.** The following types of lighting shall be permitted in the ORD-C: exterior illuminated, gooseneck lighting, shadow lit, bulb surround – non-flashing or blinking, and bulb surround – flashing or blinking.
- iv. **Changeable Copy Types.** The following changeable copy types shall be permitted in the ORD-C: channel letters.
- v. **Principal Signs.** A maximum of two (2) of any combination of the following sign types shall be permitted per lot in the ORD-C in accordance with the following provisions:
 1. **Wall Sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twelve inches (12"). Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
 2. **Projecting Sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which

REYNOLDSBURG ZONING CODE

extends over a public right-of-way shall provide for a hold-harmless agreement with the City.

3. **Roof Sign.** One (1) roof sign constructed of metal with a maximum surface area of eighty (80) square feet may be located on the roof of a principal structure located in the ORD-C. Such roof sign shall be setback a minimum of five feet (5') from the edge of the roof of the principal structure and may be illuminated with a direct light.

~~4. **Window Sign.** Up to two (2) window signs no larger than fifteen percent (15%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.~~

5.4. **Awning Signs.** A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").

6.5. **Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the EMD or BMD. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.

- vi. **Signs in East Main Street District (EMD) and Brice and Main Street District (BMD).** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section 1109.19, signs shall be permitted in the EMD and BMD as established in Table 1105.03A and in conformity with the following specific provisions:
 1. **Sign Lighting (EMD).** The following types of lighting shall be permitted in the EMD: exterior illuminated, gooseneck lighting, shadow lit, internally lit, and bulb surround – non- flashing or blinking.
 2. **Sign Lighting (BMD).** The following types of lighting shall be permitted in the BMD: exterior illuminated, gooseneck lighting, shadow lit, and bulb surround – non- flashing or blinking.
 3. **Changeable Copy Types.** The following changeable copy types shall be permitted in the EMD and BMD: channel letters and scrolling. ~~Changeable copy types are not permitted in the BMD.~~
- vii. **Principal Sign Types.** A maximum of two (2) of any combination of the following sign types shall be permitted in the EMD and BMD in accordance with the following provisions:
 1. **Awning Signs.** A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered

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a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").

2. **Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the EMD or BMD. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.
3. **Wall Sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two and one-half (2.5) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twenty-four inches (24"). Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. ~~Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.~~ Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
4. **Projecting Sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.

viii. **Signs in Residential Zones (SR and RM Zoning Districts).** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section 1109.19, signs shall be permitted in the SR and RM zones as established in Table 1105.03A and in conformity with the following specific provisions:

1. **Sign Lighting.** The following types of lighting shall be permitted in RM zones: exterior illuminated and gooseneck lighting. Sign lighting is not permitted in SR zones.
2. **Changeable Copy Types.** Changeable copy types are not permitted in SR and RM zones.
3. **Principal Sign Types.** The following sign types shall be permitted in the SR and RM zones in accordance with the following provisions:
4. **Neighborhood entry sign.** One (1) or more permanent ground signs may be located on a lot or lots within a subdivision or multi-family dwelling development. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
5. **Flags.** Flags are permitted as a supplemental sign type in SR and RM zones.

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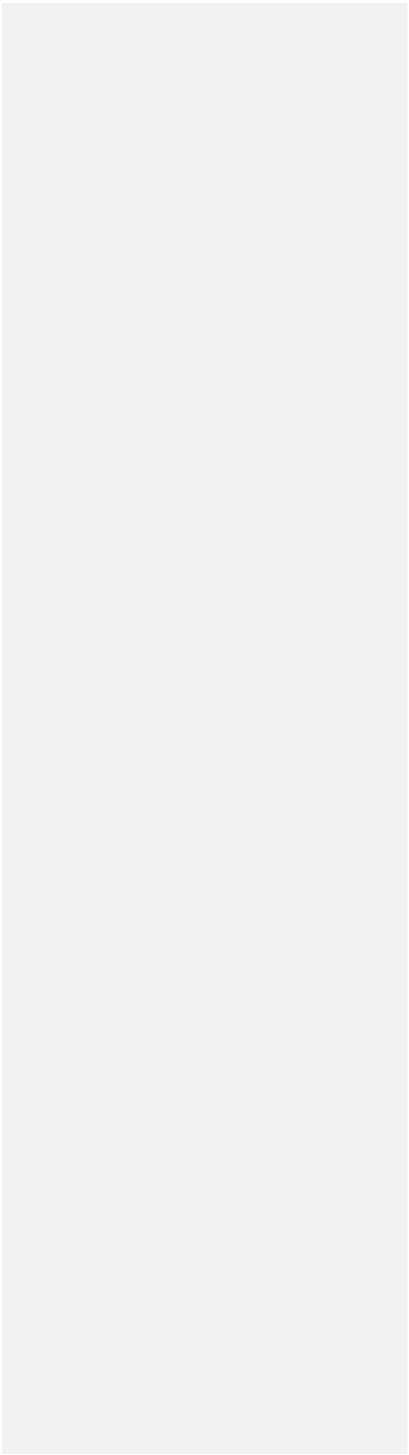
6. **Real Estate Signs.** One (1) freestanding real estate sign per lot frontage is permitted on premises for individual lots or building until such lots are sold or rented in accordance with the following provisions:
- Maximum Sign Face. Six (6) square feet.
 - Maximum Height. Five (5) feet.
 - Location Requirements. At least one foot from street right of way and at least five feet from side or rear lot lines.
 - Time Restrictions. Sold signs shall be removed within five (5) calendar days from closing on the sale of the subject property.
7. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.
- ix. **Signs in Commercial and Mixed-Use Zones (CC Zoning District).**
- Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two and one-half (2.5) square feet per lineal foot of building facade or tenant space, as applicable. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
 - Projecting Sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
 - Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. All new awnings, or changes to awning colors in the design review districts shall be subject to a certificate of appropriateness. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12") in height.
 - Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the CC Zone. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.
 - Ground signage.** See provisions in Table 1105.03A.
- x. **Signs in Innovation Zone (I).**
- Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly

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Attachment: Zoning Amendment Text (Reynoldsburg Zoning Code Update 2020)

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parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. ~~The total permitted area for any wall sign is two and one-half (2.5) square feet per lineal foot of building façade or tenant space, as applicable.~~ A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.

2. **Projecting Sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
3. **Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12").

~~4. **Window Sign.** Up to two (2) window signs no larger than thirty percent (30%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.~~

~~5.4.~~ **Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the ~~EMD or BMDI Zone~~. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.

- xi. **Signs in Open Space/Schools Zone.** Signs in the OS zone shall be subject to review and approval by the Planning and Zoning Administrator or the Planning Commission, as applicable.

D. Supplemental Signs Non-Residential Districts. In addition to the above-listed principal sign types, the following supplemental sign types ~~are exempt from zoning sign permits and~~ may be permitted in non-residential districts, as specified below, in accordance with the following provisions:

- i. **Banner Signs.** In all non-residential districts a maximum of one (1) banner sign may be permitted in accordance with the provisions set forth under this subsection. Banner signs shall be a maximum of two feet (2') wide and shall be located a maximum of eight feet (8') above grade.
The display of banners shall be allowed for no more than one hundred and eighty (180) days per year, which may include any combination of consecutive ten (10) day periods, twenty (20) periods, or forty (40) days periods.
- ii. **Flags.** Flags are permitted as a supplemental sign type in all non-residential districts.

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- iii. **Sandwich Board Signs.** A maximum of one (1) sandwich board sign may be permitted in accordance with the provisions set forth under this subsection. Sandwich board signs shall have a maximum sign face area of six (6) square feet with a maximum board width of twenty-four inches (24") and a maximum board height of thirty-six inches (36"). Any sandwich board located in accordance with this subsection shall be constructed of wood and shall be displayed for a maximum of twelve (12) hours per day.
- iv. **Real Estate Signs.** Any combination of free-standing, wall or window real estate signs may be located upon any non-residential property for a total of three (3) signs, provided that such signs do not exceed the permitted dimensions for the corresponding sign-type in the zoning district that is applicable to the subject property. Notwithstanding anything to the contrary contained herein, if freestanding signs are not permitted in the zoning district applicable to the subject property, then one free-standing sign not exceeding seven (7) feet in height with a maximum sign face of twenty (20) square feet may be located upon the subject property. All real estate signs located in accordance with this subsection shall be removed within five (5) calendar days from closing on the sale of the subject property.
- v. **Window Sign.** Up to two (2) window signs no larger than thirty percent (30%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.
- vi. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.

E. Generally Applicable Regulations for all Signs.

- i. **Sign height.** The height of a sign shall be measured from the finished grade which shall be defined as that point where the grade line intersects the front wall of the building. The height of a sign may not be artificially increased beyond the permitted height by placement of the sign on an earth mound.
- ii. **Sign setbacks.** Signs shall be located in conformity with the side and rear yard requirements of the applicable zone or district.
- iii. **Sign colors.** No sign requiring a permit under the provisions of this chapter shall contain more than four (4) colors, including black and white. Where a corporate logo is used, the logo shall count as one of the four (4) colors. Where a multi-tenant sign is present, no individual sign face panel may contain more than four (4) colors.
- iv. **Construction.** All signs shall be properly constructed and maintained to ensure that no safety hazard is created. All signs shall be built in conformity with the requirements of the Building Code and the procedures of the Building Division.
- v. **Location.** Except as otherwise provided in this Zoning Code, no sign or any part of any sign shall be placed in, over or extend into any public right-of-way.
- vi. **Lighting.** The level of illumination emitted or reflected from a sign shall not be so intense as to constitute a safety hazard to vehicular movement on any street from which the sign may be viewed, as determined by an average person. Illuminated signs shall be constructed and maintained so that the source of illumination is shielded or otherwise prevented from beaming directly onto adjacent lots or streets.
- vii. **Concealment of Wires and Components.** Irrespective of the sign type permitted under this section, all wiring and components of such sign shall be concealed from public view.

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- viii. **Contractor Identification.** All signs shall be plainly marked with the name of the person or company that installed the sign.
- ix. **Maintenance and Repair Required:**
 - 1. The owner of a sign shall repair, support, clean, repaint, or perform any maintenance service necessary to maintain the reasonable and proper appearance and condition of the sign. Whenever the Planning and Zoning Administrator determines a sign to be in need of repair, support, cleaning, repainting or other maintenance, he/she may issue a notice to the sign owner to complete the needed repairs or maintenance.
 - 2. All sign face panels shall be intact and free from cracks. No sign shall be permitted to exist without an intact face panel. Whenever the Planning and Zoning Administrator determines that a sign face is cracked or not intact, he/she may issue a notice to the sign owner to replace the sign face.
 - 3. If the Planning and Zoning Administrator determines that the existing condition of the sign creates an immediate hazard to the public health, safety or welfare, he/she shall issue a notice to the owner requiring the sign to be removed immediately.

F. Nonconforming Signs.

- i. An existing sign that does not meet the requirements of this chapter shall be deemed a nonconforming sign.
- ii. A nonconforming sign shall exist and be maintained in accordance with the following:
 - 1. The size and shape of the sign structure shall not be altered, except that sign face panels may be replaced.
 - 2. If damage occurs to a sign to the extent of sixty percent (60%) or more of either the structure or its replacement cost at the time of destruction, the sign shall be brought into compliance with the provisions of this Zoning Code.
- iii. A nonconforming sign shall not be structurally relocated or replaced, unless the new sign is in compliance with this chapter.

G. Abandoned Signs and Sign Faces.

- i. A sign or sign face shall be considered abandoned when:
 - 1. The sign or sign face remains after the discontinuance of a use. A use is considered to be discontinued if it is closed to the public for at least ninety (90) consecutive days.
 - 2. The sign or sign face is not maintained in accordance with the provisions of this chapter and the owner of the sign has not complied with notices to maintain the reasonable and proper appearance and condition of the sign.
- ii. Whenever the Planning and Zoning Administrator determines that a sign has been abandoned as defined in this chapter, the right to maintain and use such a sign shall terminate immediately. Physical removal of a sign may be accomplished pursuant to the nuisance abatement procedures and ordinances of the City.
- iii. Whenever the Planning and Zoning Administrator determines that a sign face is abandoned as defined in this chapter but the existing sign conforms to the Zoning Code, he/she may issue a

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notice to the sign owner to remove the abandoned panel and replace it with a blank. This shall not apply to signs maintained on lots that do not have any existing structure.

- iv. Whenever the Planning and Zoning Administrator determines that a sign face in a multi-tenant sign is abandoned but other panels on the sign are not abandoned, he or she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank.

H. Special Sign Regulations for Gasoline Stations. Gasoline stations present several unique challenges for signage purposes due to industry-wide advertisement of the price of fuels for sale. In order to address these unique challenges, ground signs on lots with gasoline stations shall be permitted to incorporate electronic signage. Exempted ground signs of this type shall be subject to the following special regulations:

- i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.
- ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.
- iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

SECTION 1105.05 ACCESSORY STRUCTURES

A. Generally Applicable Regulations for Accessory Uses and Accessory Structures. An accessory use or accessory structure shall be permitted in any district provided that:

- i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;
- ii. It is subordinate to and serves the main use or building;
- iii. It is subordinate to the main use or building in ground area, floor area, extent, and purpose;
- iv. It is located on the same lot as the main building or main use which it serves; and
- v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the main use or main building served.
- vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.
- vii. Except as otherwise provided in this Zoning Code, an accessory structure:
 1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
 2. Shall not be located closer than six feet (6FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
 3. Shall not be located closer than ten feet (10FT) to a main building;
 4. Shall not occupy more than twenty percent (20%) of the required rear yard;

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5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
 6. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
 7. Shall not exceed fifteen feet (15FT) in height.
- viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one (1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

SECTION 1105.07 LANDSCAPING AND BUFFERING

A. Purpose and Intent. These standards are intended to establish landscaping regulations that:

- i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of-way and off-street vehicular parking areas;
- ii. Encourage the preservation of existing trees and natural features;
- iii. Promote compatibility among different land uses;
- iv. Promote the use of generally accepted landscape design principles; and
- v. Protect public health, safety and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening unsightly areas, preserving the integrity of neighborhoods and enhancing pedestrian and vehicular traffic and safety.

B. Application. ~~The Planning and Zoning Administrator may require a~~ landscape plan and/or tree survey ~~shall be required to be submitted~~ in conjunction with any application for a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review approval. Such landscape plan and/or tree survey shall include the following:

- i. The present location, size, and description of all existing major trees, with a designation of existing major trees sought to be removed.
- ii. ~~The~~ location, size and description of landscaping materials proposed to be placed on the lot in order to comply with this section.
- iii. The location and size of any structures presently on the lot, and those proposed to be placed on the lot.
- iv. The proposed location and description of screening to be placed on the lot in order to comply with this section.

C. General Landscape Provisions.

- i. ~~When required by the Planning and Zoning Administrator, No zoning certificate, variance, conditional use permit, similar use determination, subdivision plat or site plan and design approval shall be granted until~~ a landscape plan ~~shall be~~ approved in

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accordance with this chapter prior to granting a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review. A zoning certificate is not required for the addition of pervious surface including grass, mulched groundcover, other planted areas, and/or permeable or pervious pavers or paving that facilitates the infiltration of water into the soil.

- ii. No landscaped area shall be used for display and/or storage purposes.
 - iii. The species, location and spacing of trees and shrubs planted in all public rights-of-way and on all sites shall be subject to approval by the Planning and Zoning Administrator.
 - iv. No Certificate of Occupancy shall be granted until all conditions herein have been met; however, in the event landscaping cannot be completed due to weather conditions, or peculiar conditions related to the development of the subject property such as conditions related to phased development, the applicant shall provide financial security, in a form acceptable to the City, in the amount of one hundred twenty-five percent (125%) of the cost of materials and installation of all remaining landscaping to be completed and an estimate of such costs in order to be eligible for a Certificate of Occupancy.
 - v. When phasing development upon a property, a proportionate share of landscaping acceptable to the City shall be installed and maintained with each phase based on the size of the proposed phase and shall be considered completed for the purposes of these regulations when such proportionate share of landscaping has been installed, unless special circumstances warrant the installation of a greater amount of landscaping with any phase.
 - vi. The developer and/or property owner shall be responsible for the installation and maintenance of all landscaping, buffering, perimeter treatment and screening improvements in a healthy condition. This provision shall also apply to single-family and two-family dwellings.
 - vii. Bare earth shall not be considered landscaping or a landscaped area for the purposes of meeting the landscape requirements herein. Land area shall be considered "covered" if it is used for growing grass, shrubs, trees, plants or flowers, or if covered by decorative rock, stone or wood chips, or otherwise landscaped as provided herein. This provision shall also apply to single-family and two-family dwellings.
 - viii. These landscaping provisions are not intended to require multiple or overlapping setbacks, buffers and perimeter treatments. When more than one (1) such standard applies, that standard which results in the higher landscaping or buffering requirement shall apply. Buffering and perimeter treatments may be located within the required setbacks and may be counted toward required open space except not as usable open space.
 - ix. Utility easements which conflict with required buffer yards, perimeter treatment, parkway or median standards may require an alternative design approach to address such conflicts.
- D. **Tree Preservation.** Unless exempted in accordance with this subsection, all existing major trees shall be preserved. The Building Inspector may approve the cutting down, removal or destruction of a major tree/trees when the tree or trees interferes with the proper development of the lot, provided that the lot is the subject of an application for approval of a zoning certificate, development plan approval or variance, such application is approved and one of the following applies:
- i. The tree or trees will be located within the public right of way.
 - ii. The subject property cannot be arranged in a manner to avoid removal of the tree or trees at the same time permitting the desirable and logical development of the lot.
 - iii. The tree/trees are located within the proposed driveway to service a single-family home, and such driveway cannot otherwise be relocated.

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- D. If a decision on the application is to be made by someone other than the Planning and Zoning Administrator, then the complete application shall be forwarded to the appropriate body for review in accordance with this Code.
- E. Unless otherwise prescribed by this Code or requested by the applicant, the applicable decision-making body or administrator shall render a decision on all applications within sixty (60) days from the original hearing.
- F. The Planning and Zoning Administrator, in consultation with the Director of Development, BZBA, or any additional City staff shall publish application procedures and additional requirements in a document to be known as the Development Handbook, which shall be incorporated here by reference.
The Planning and Zoning Administrator shall make the most current version of this document available to the public in a manner that is easily accessible.
- G. In the interest of timely and efficient administration of the provisions of this Code, applicants may submit, and the Board may take action upon, concurrent applications for conditional uses, similar use determinations, variances, and other matters on which the Board is granted authority by this Code. All such concurrent applications shall be submitted in conformance with the applicable provisions of this Code. The Board shall not take such concurrent action if it determines that such concurrent action is not in the best interest of the city.
- H. Unless otherwise prescribed by this code or requested by the applicant, the Board shall render a decision on all applications within sixty (60) days from the original hearing.

SECTION 1109.11 ZONING CERTIFICATE

- A. The submission and review of zoning certificates shall be conducted in accordance with the provisions set forth hereunder.
- B. No use of land, building or structure and no construction or alteration of an existing use, building, or structure shall commence until a zoning certificate is issued by the Planning and Zoning Administrator certifying that the intended use of the premises has been documented, reviewed, and approved in conformance with the provisions of this Zoning Code. A zoning certificate shall only be issued by the Planning and Zoning Administrator subsequent to completion of all procedures and approvals required by this Code. The Planning and Zoning Administrator shall not be required to issue a zoning certificate where the subject property is not in compliance with the Zoning Code, Building Code, or Property Maintenance Code.
- C. Except as otherwise provided in this Code, a zoning certificate shall be required before:
- D. An application for a zoning certificate shall be submitted to the Planning and Zoning Administrator and shall include, a plan or plans drawn to scale showing:
 - i. The dimensions and the shape of the lot to be used or built upon;
 - ii. the sizes and locations of existing structures and uses on the lot;
 - iii. the dimensions and locations of proposed structures and uses;

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- iv. the heights of existing and proposed structures;
 - v. a statement detailing the proposed use, which shall be signed by the applicant; and
 - vi. such other documentation as may be necessary to determine conformance with the provisions of this Code.
- E. When the Planning and Zoning Administrator determines that an application for a zoning certificate does not comply with the provisions or intent of this Code, or that an application does not provide sufficient information to determine compliance with this Code, then the Planning and Zoning Administrator shall deny the application and shall not issue a zoning certificate.
- F. The Planning and Zoning Administrator may refer zoning certificates to the BZBA for review.
- G. Within fourteen (14) days of the Planning and Zoning Administrator's denial of a zoning certificate, the applicant may file a written appeal with the BZBA. ~~Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the Planning and Zoning~~

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SECTION 1109.13 VARIANCES

- A. The provisions set forth hereunder shall apply to the review and grant of variances under this Code.
- B. An applicant seeking a variance shall submit a written request for variance on forms provided by the Planning Zoning Administrator together with the applicable fee. In addition to information relating to the subject property and the applicant, the request for a variance shall include the following information:
- i. A description of the nature of the variance requested and a statement demonstrating the extent to which the requested variance conforms to the standards for variance in this Code;
 - ii. a statement of hardship; and
 - iii. such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.
- C. Before approving or denying a request, the BZBA shall hold at least one public hearing on the matter. The BZBA shall cause notice of the hearing to be made to the public by seven (7) days advance publication, in a newspaper of general circulation in the City, of the place, time, date and the nature of the variance applied for. The BZBA shall also cause the subject property to be posted with a notice of hearing at least seven (7) days prior to the day of the hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. No variance from the strict application of the provisions of this Code shall be granted unless the BZBA makes specific findings of fact, based on the evidence presented to it, which support conclusions that the variance conforms to the following standards:
- i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.

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per street.

- K. Drive-Thru Service.** The following regulations shall apply to the approval and operation of drive-thru establishments:
- i. Loudspeakers shall be located and designed, with volume and hours of operation controlled, in a manner to minimize noise impacts on nearby residential uses.
 - ii. Lanes required for vehicle access to and waiting for use of a drive thru facility shall be designed to have sufficient length to accommodate the peak number of vehicles projected to use the facility at any one (1) time, to provide escape/abort lanes for vehicles desiring to leave the stacking lanes or to avoid disabled vehicles, and to minimize impacts on the use of other required parking or drives or on the use of abutting streets and hazards to pedestrians. ~~The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may require The applicant shall provide~~ a traffic study which documents ~~to the satisfaction of the Board~~ the projected vehicular use of the proposed facilities and evidence of compliance with the provisions of this Zoning Code.
 - iii. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may impose restrictions on the hours of operation in order to reduce inappropriate impacts on abutting uses and on street traffic and to ensure compatibility with normal vehicular activity in the district.
 - iv. The applicant shall so design the site plan or otherwise provide assurances as to reduce the impacts of lighting, litter, noise, and exhaust resulting from the facility, especially impacts on nearby residential uses.
- L. Solar Panels and Solar Panel Arrays.** The following regulations shall apply to the installation of solar panels and solar panel arrays:
- i. **Accessory Use.** A solar panel or a solar panel array, in each case, whether freestanding or roof mounted, shall be classified as a permitted accessory use in all zoning districts in the city, subject to the regulations set forth herein. Any solar panel or solar panel array shall be installed in accordance with all applicable building and electrical codes. Except as otherwise, provided herein, solar panels and solar panel arrays shall be installed and located in accordance with the zoning regulations for the base zoning district in which such panels or arrays are to be installed. Applications for solar panels or solar panel arrays shall be submitted to the Planning and Zoning Administrator on the forms provided from time to time.
 - ii. **Roof mounted solar panels and solar panel arrays.** Roof-mounted solar panels or solar arrays shall be located in accordance with the following regulations.
 - 1. **Roof Line.** A roof-mounted solar panel or solar panel array shall not be located so that it extends beyond the roof line in any direction including above and beyond the roof peak.
 - 2. **Roof Height Projection.** When located on a flat roof, solar panels or solar panel arrays shall not be project vertically more than ten feet from the surface of the flat roof. For purpose of this subsection, "flat roof" shall mean any roof that is less than seventeen (17) degrees or 2/12 pitch.
 - 3. **Glare.** Roof mounted solar panels or solar panel arrays shall not be positioned so as to create glare on to adjacent roads, buildings, lots, or rights-of-way.
 - iii. **Freestanding solar panels and solar panel arrays.** Free-standing solar panels or solar arrays shall

REYNOLDSBURG ZONING CODE

- iv. Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.
- G. **Site Plan and Design Review—Conditions.** In accordance with the site plan and design review procedures contained in this chapter, the Planning and Zoning Administrator or the Planning Commission, as applicable, may place such reasonable conditions on the approval of a site plan that may be required to address the standards for review set forth herein or are otherwise consistent with the purpose and intent of this Zoning Code.
- H. **Approved Site Plan—Modifications.** The Director of Development or his or her designee, may approve such adjustments to an approved site plan as are required for engineering purposes such as proper function of utilities or to accommodate soil conditions. Such adjustments shall meet the following conditions:
 - i. The adjustment is required in order to ensure the life-safety, proper function of the site utilities or building, or to comply with the regulations of a State or Federal agency;
 - ii. The adjustment is as de minimis as possible to correct the engineering issue;
 - iii. The adjustment does not increase the impervious surface on the subject property by more than one hundred square feet (100SF) as compared to the impervious surfaces contemplated on the approved site plan;
 - iv. The adjustment shall not be used to add any additional uses or tenants;
 - v. The adjustment does not increase the number of curb cuts on a public street; and
 - vi. The adjustment does not violate any specific condition of the approved site plan.
- I. **Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- J. **Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- K. **Site Plan—Appeals.** The BZBA shall hear all appeals of individuals who are directly affected by a decision of the Planning Commission or Planning and Zoning Administrator when such appeal is properly and timely filed as required by this chapter. An applicant refused such certificate shall appeal in writing to the BZBA within ~~fifteen-thirty~~ **(+530)** days of the date of refusal by the applicable decision-making body. BZBA shall set a date for a hearing on the appeal and render a decision on the appeal within

ADMINISTRATION AND PROCEDURES

thirty (30) days of the receipt of such written request.

SECTION 1109.21 CERTIFICATE OF APPROPRIATENESS—OLDE REYNOLDSBURG DISTRICTS.

- A. **Certificate of Appropriateness (COA).** A certificate of appropriateness must be obtained prior to commencing new construction or any exterior remodeling, reconstruction or other exterior building modifications of non-residential structures located within the Olde Reynoldsburg Districts. The Planning and Zoning Administrator shall not issue a zoning certificate prior to the Planning Commission's review and approval of a certificate of appropriateness in accordance with the provisions of this chapter. The Planning and Zoning Administrator shall review all zoning certificate applications for projects within the design review districts exempted from a COA by this section or any other section of this Zoning Code, for compliance with the standards of Section design guidelines adopted by the Planning Commission or City Council. If in the professional opinion of the Planning and Zoning Administrator, the proposed project does not meet those standards or design guidelines, a certificate of appropriateness from the Planning Commission shall be required.
- B. **Application for COA.** All applications and attachments for a COA shall be made to the Planning and Zoning Administrator at least ~~thirty-fourteen (30) 14~~ days prior to a regularly scheduled meeting of the Planning Commission.
- C. **Exception to COA.** A certificate of appropriateness shall not be required in the case of customary building maintenance activities that do not alter the building material types or exterior colors.
- D. **COA Review.** The Planning Commission shall review an application for a COA to determine if proposed new construction or alteration to an existing non-residential structure promotes, preserves and enhances the overall architectural character and integrity of the Olde Reynoldsburg Neighborhood District or Olde Reynoldsburg Commercial District, as applicable, and to endeavor to assure that the proposed structure or alteration would not be at variance with existing non-residential structures within such district. In considering the new construction or alteration, the Planning Commission shall evaluate the application based whether the proposal:
 - i. Enhances the attractiveness and desirability of the district;
 - ii. Encourages the orderly and harmonious development in a manner in keeping with the overall character of the district.
 - iii. Improves residential amenities in any adjoining residential neighborhood.
 - iv. Enhances and protects the public and private investment in the value of all land and improvements within the district.
 - v. Satisfies the applicable guidelines set forth under Chapter 1103; and
 - vi. Overall effects of the project or development on the appearance and environment of the district.
- E. **Time for Decision on COA.** The Planning Commission shall render a decision on all applications within sixty (60) days from the original hearing of the Planning Commission unless additional time is requested by the applicant. Upon approval by the Board, the Planning and Zoning Administrator shall

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

DATE: September 28, 2020

TO: Public Safety, Law and Courts Committee

RE: Purchase of Body Cameras For the Police Department

Approval:

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

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

The Reynoldsburg Police Department is requesting permission to purchase Body Cameras from WatchGuard (415 E Exchange Parkway, Allen-TX 75002). The overall project will cost \$85,908.82. The city approved \$60,000.00 in the 2020 budget for replacement of Body Worn Cameras. We are requesting to use the \$60,000.00 approved money from account 110.111.5633. In addition, we are asking for an appropriation of \$25,908.82 from the Special Law Enforcement Fund (seized money), account 290.111.5529 to cover the additional expense (See attached quotes). Finally, we are asking council to waive competitive bidding due to the following:

These body cameras and accessory equipment are equal to or less than the state bid pricing available under Contract No. 573007-01. We are choosing WatchGuard because of their known reliability in Central Ohio law enforcement. Columbus PD, Whitehall PD, and Powell PD are among some of their clients in the area, and we were able to see their product in use. The current Body Camera system has proven to be unreliable, causing a constant flow of broken cameras and data failing to be captured. We are not specifically looking for the lowest bid, as this would equate to an unacceptable product similar to what we have currently. WatchGuard was recommend by other PD's and our IT consultant as a reliable replacement and therefore, requesting the bidding process to be waived.

Police Department

Curtis Baker

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6907 Phone

Statement of necessity for Emergency passage:

Due to the need for reliable equipment it is necessary for the citizens to process this legislative request as an emergency.

WHEREAS, the existing body camera system has proven to be unreliable with the constant flow of broken cameras and data failing to be captured, it is necessary for the police department to purchase a new body camera system; and

WHEREAS, the Motorola cameras and accessories request are equal to or less than the state bid price, and competitive bidding process is hereby waived.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with WatchGuard to purchase WatchGuard body cameras at a cost of eighty-five thousand, nine hundred eight dollars and eighty-two cents (\$85,908.82).

SECTION 2. That pursuant to RCO Section 175.01(f) competitive bidding is hereby suspended.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.



4RE/VISTA Price Quote

CUSTOMER: Reynoldsburg Police Department

ISSUED: 1/27/2020 11:06 AM

EXPIRATION: 4/27/2020 3:00 AM

TOTAL PROJECT ESTIMATED AT:
\$65,930.00

ATTENTION: Lt. Binder

SALES CONTACT: Peter Klaus

PHONE:

DIRECT:

E-MAIL:

E-MAIL: peter.klaus@motorolasolutions.com

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	19.00	\$995.00	\$0.00	\$18,905.00
VIS-300-VTS-KIT	V300, Transfer Station Kit, D350, 8-Slot Upload Station, 10GB, Incl. Cables and Power	3.00	\$1,495.00	\$0.00	\$4,485.00
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	1.00	\$95.00	\$0.00	\$95.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	6.00	\$5,500.00	\$500.00	\$30,000.00
SFW-BWC-DEV-FEE	Evidence Library 5, VISTA/V300 Annual Device License & Support Fee	25.00	\$195.00	\$0.00	\$4,875.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL5-SRV-001	Evidence Library 5 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
					\$60,530.00

4RE and VISTA Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	6.00	\$200.00	\$0.00	\$1,200.00

Wireless Video Transfer and Networking Options

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

Attachment: ID2675 BWC Purchase (61-2020 : Purchase Body Cameras)



4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	6.00	\$200.00	\$0.00	\$1,200.00
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	2.00	\$250.00	\$0.00	\$500.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$5,400.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$3,000.00
Additional Quote Discount	\$0.00
Total Amount	\$65,930.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Attachment: ID2675 BWC Purchase (61-2020 : Purchase Body Cameras)



4RE/VISTA Price Quote

CUSTOMER: Reynoldsburg Police Department

ISSUED: 1/27/2020 11:16 AM

EXPIRATION: 4/30/2020 3:00 AM

**TOTAL PROJECT ESTIMATED AT:
\$16,364.00**

ATTENTION: Sgt. Jackson

SALES CONTACT: Peter Klaus

PHONE:

DIRECT:

E-MAIL:

E-MAIL: peter.klaus@motorolasolutions.com

4RE and VISTA Proposal Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-RBT-RIM	Rimage Catalyst 6000N Disc Publishing system, DVD & Blu-ray Duplicator Robot	1.00	\$9,500.00	\$0.00	\$9,500.00
WAR-RBT-RIM-005	Warranty, Rimage, Catalyst 6000N Rapid Exchange Plus, 5 Years.	1.00	\$6,170.00	\$0.00	\$6,170.00
DVD-RIM-PRO-002	DVD, Rimage Everest, Professional Media Kit, Color, Ribbon and Media, Qty 1,000	1.00	\$694.00	\$0.00	\$694.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$16,364.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$16,364.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

Attachment: ID2675 BWC Purchase (61-2020 : Purchase Body Cameras)



4RE/VISTA Price Quote

Attachment: ID2675 BWC Purchase (61-2020 : Purchase Body Cameras)

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

1335 Dublin Rd. Ste. 214-D
Columbus, OH 43215
PH: 614-602-4202
FX: 614-448-4576

Project Quote for City of Reynoldsburg
Valid 15 days from 3/17/2020
Prepared by: John Stickel

Quote #: 032013

[illegible]

Shipping charges are estimated in quotes.
Any related travel charges are not included in the total.

If paying by Credit Card, an additional 3.75% fee is added.

Do NOT submit payment
to KGT from this Quote.

Customer Acceptance:

I authorize the work outlined above to be done by Kirch Group Technology.
I also understand all sales are final. No returns or refunds are allowed.

Signature _____ Date _____

50% of Software and/or Hardware **Total** is due prior to delivery. Final 50% is due at time of delivery. (Unless other written arrangements have been made.)



Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: 2020 Additional Appropriations (Building Department)

Approval:

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

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

Explanation of legislation and need: Ordinance transferring \$54K from the unencumbered General Fund to various funds within the City's Building Department to cover costs associated with increased Code Enforcement and Building Department operating costs.

Request Council appropriate an additional \$54K from the unencumbered General Fund to cover basic operating expenses for the City's Building Department.

Whereas, these funds will be applied as follows to cover additional cost attributed to increased Code Enforcement, and residential/commercial construction taking place throughout the City:

Whereas, said funds will be distributed accordingly:

Ordinance transferring \$54K from the unencumbered General Fund to various funds within the City's Building Department to cover costs associated with increased Code Enforcement and Building Department operating costs.

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

110.479.5339: Contract Services, additional \$20,000.00 to cover various inspections and Chief Building Official (CBO) services.

110.479.5362: Equipment Maintenance, additional \$2,00.00 to cover anticipated copier (letters, Violations/Citations, permits, etc.) expenses.

110.479.5376: Board of Health, additional \$30,000.00 to cover plumbing inspection services.

110.479.5395: Printing, additional \$1,500.00 to cover printing (Violations/Citations, envelopes, letterhead, business cards, etc.) cost associated with the City's Code Enforcement staff.

110.479.5391: Postage, additional \$500.00 to cover certified mailing by the City's Code Enforcement staff.

AN ORDINANCE TO TRANSFER FUNDS FROM THE UNENCUMBERED GENERAL FUND TO VARIOUS BUILDING DEPARTMENT ACCOUNTS, AND DECLARING AN EMERGENCY

WHEREAS, this Ordinance requests an additional appropriation from the unencumbered General Fund to cover basic operating expenses for the Building Department; and

WHEREAS, these funds are being requested to cover the costs associated with increased code enforcement and department operating costs; and

WHEREAS, the total amount being requested is \$54,000.00.

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

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

SECTION 1. That Council unappropriate a total of \$54,000.00 from the General Fund (110) to various building department accounts.

SECTION 2. That an amount of \$20,000.00 be unappropriated from the General Fund (110) to account number 110.479.5339 Contract Services for inspections and Chief Building Official (CBO) services.

SECTION 3. That an amount of \$2,000.00 be unappropriated from the General Fund (110) to account number 110.479.5362 Equipment Maintenance for anticipated copier expenses (letters, violations/citations, permits, etc).

SECTION 4. That an amount of \$30,000.00 be unappropriated from the General Fund (110) to account number 110.479.5376 Board of Health for plumbing inspection services.

SECTION 5. That an amount of \$1,500.00 be unappropriated from the General Fund (110) to account number 110.479.5395 Printing for printing costs (violations/citation, envelopes, letterhead, business cards, etc.) associated with code enforcement staff.

SECTION 6. That an amount of \$500.00 be unappropriated from the General Fund (110) to account number 110.479.5391 Postage for costs associated with certified mailings by the code enforcement staff.

SECTION 7. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city to cover departmental operating costs through the end of the year; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: Franklin County Tax Rates Certification

Approval:

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

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

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor due October 1 2020

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2021; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to the Council for the City of Reynoldsburg together with an estimate by the Franklin County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; and

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted;

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

AND BE IT FURTHER RESOLVED that:

Section 1: The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file
“Schedule A” with the Franklin County Auditor.

Section 2: It is hereby levied on the tax duplicate of the City of Reynoldsburg the rate of each
tax
necessary to be levied within and without the ten mill limitation.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the
immediate preservation of the public peace, health, safety and financial needs of the City of
Reynoldsburg, wherefore this Resolution shall take effect immediately upon its passage and the
Mayor’s signature.



TO: POLITICAL SUBDIVISIONS & LIBRARIES WITH A LEVY
 FROM: KERRI L. RITCHIE, CLERK *KLR*
 RE: OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
 DATE: AUGUST 31, 2020

RECEIVED

By SCicak at 9:00 am, Sep 08, 2020

Enclosed are the following documents:

1. 2021 Official Certificate of Estimated Resources
2. Resolution Accepting the Amounts and Rates Authorizing the Necessary Tax Levies

The Resolution Accepting the Amounts and Rates must be voted on and adopted by your respective governing body and returned to this office on or before the first day of October (O.R.C. 5705.34). The amounts on this resolution **include** the real property state reimbursement for rollback and homestead. In the event your subdivision passes a levy in November and/or has a bond rate to be set by the Budget Commission, an "Amended Resolution Accepting the Amounts and Rates Authorizing Necessary Tax Levies" will be forwarded to you in January.

The Real Estate & Public Utility tax levy revenue estimates appearing on your Official Certificate are based on 2019 valuation data and new construction as of January 1, 2020.

Levies expiring in 2020 have been removed. Levies to be voted on in November 2020 are not included.

It should be noted that current tax revenue estimates may increase or decrease when actual valuation and effective tax rate data become available in December.

If you have any questions, please do not hesitate to contact me at 614-525-3743.

Enclosures



FRANKLIN COUNTY AUDITOR MICHAEL STINZIANO

373 South High Street | 21st Floor | Columbus, Ohio 43215

T (614) 525.HOME | C (614) 219.9224 | auditorstinziano@franklincountyohio.gov | franklincountyauditor.com

PRINTED IN HOUSE

Packet Pg. 147

Attachment: 20200908090338318 (63-2020 : Accept the Amounts and Rates from Franklin County Auditor)

OFFICE OF THE BUDGET COMMISSION, FRANKLIN COUNTY, OHIO
AUGUST 29, 2020

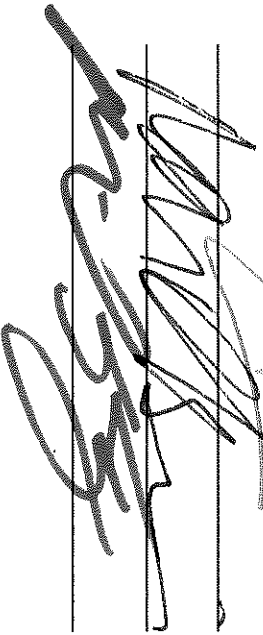
TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

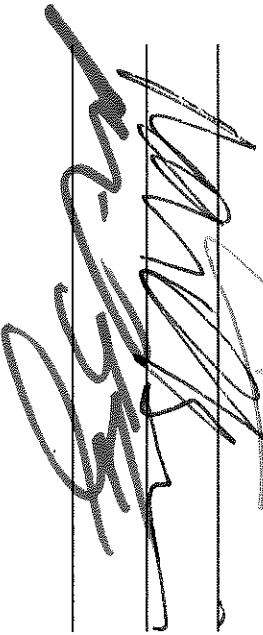
THE FOLLOWING IS THE OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES FOR THE FISCAL YEAR BEGINNING JANUARY 1ST 2021, AS REVISED BY THE BUDGET COMMISSION OF SAID COUNTY, WHICH SHALL GOVERN THE TOTAL OF APPROPRIATIONS MADE AT ANY TIME DURING SUCH FISCAL YEAR.

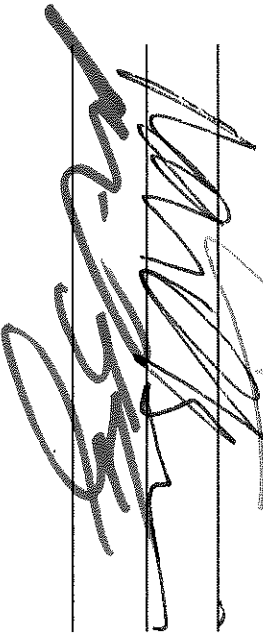
(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2021	TAXES	OTHER SOURCES	TOTAL
GOVERNMENTAL				
GENERAL	\$9,221,042.00	\$285,195.44	\$20,769,102.74	\$30,275,340.18
SPECIAL REVENUE	\$7,624,344.00	\$211,353.73	\$2,782,649.88	\$10,618,347.61
DEBT SERVICE	\$2,862,972.00	0	\$3,471,000.00	\$6,333,972.00
CAPITAL PROJECTS	\$4,946,000.00	0	\$3,605,000.00	\$8,551,000.00
SUBTOTAL	\$24,654,358.00	\$496,549.17	\$30,627,752.62	\$55,778,659.79
PROPRIETARY				
ENTERPRISE	\$6,708,463.00	0	\$18,310,000.00	\$25,018,463.00
INTERNAL SERVICE	0	0	0	0
SUBTOTAL	\$6,708,463.00	0	\$18,310,000.00	\$25,018,463.00
FIDUCIARY				
EXPENDABLE TRUST	0	0	0	0
NON-EXPENDABLE TRUST	0	0	0	0
AGENCY	0	0	0	0
FIDUCIARY	\$1,765,462.00	0	\$3,161,450.00	\$4,926,912.00
SPECIAL ASSESSMENT	0	0	0	0
SUBTOTAL	\$1,765,462.00	0	\$3,161,450.00	\$4,926,912.00
TOTAL	\$33,128,283.00	\$496,549.17	\$52,099,202.62	\$85,724,034.79

ESTIMATED ROLLBACK & HOMESTEAD STATE REIMBURSEMENT
PROPERTY TAX ALLOCATION AMOUNTS INCLUDED IN OTHER SOURCES:

(001) OPER-GEN \$22,520.32
(005) POL PEN \$16,466.69


CHAIRMAN


MEMBER


SECRETARY

BUDGET
COMMISSION

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2021	TAXES	OTHER SOURCES	TOTAL
GOVERNMENTAL				
GENERAL				
GENERAL TAX LEVY	\$9,221,042.00	\$285,195.44	\$20,769,102.74	\$30,275,340.18
SUBTOTAL	\$9,221,042.00	\$285,195.44	\$20,769,102.74	\$30,275,340.18
SPECIAL REVENUE				
COMPUTERIZATION	\$174,000.00	0	\$30,000.00	\$204,000.00
DRUG ENFORCEMENT	\$47,945.00	0	\$1,000.00	\$48,945.00
DUI EDUCATION	\$17,000.00	0	\$3,000.00	\$20,000.00
EDWARD BYRNE	0	0	0	0
ENDOWMENTS & CONTRIBUTIONS	\$390,900.00	0	0	\$390,900.00
FEDERAL FORFEITURE	\$90,705.00	0	\$1,500.00	\$92,205.00
GREAT GRANT	0	0	0	0
INCOME TAX	\$3,434,032.00	0	\$795,000.00	\$4,229,032.00
INGD DRIVER	\$16,078.00	0	0	\$16,078.00
LAW ENF ASST.	\$57,122.00	0	\$1,000.00	\$58,122.00
LAW ENFORCEMENT	\$100,824.00	0	\$10,000.00	\$110,824.00
PERMISSIVE TAX	\$602,000.00	0	\$280,000.00	\$882,000.00
POLICE PENSION LEVY	\$172,422.00	\$211,353.73	\$19,149.88	\$402,925.61
REYNOLDSBURG RECOVERY COURT	\$39,722.00	0	0	\$39,722.00
SAFETY BELT	\$4,376.00	0	0	\$4,376.00
SEWER CAPACITY	\$142,787.00	0	\$45,000.00	\$187,787.00
STATE HIGHWAY	\$333,876.00	0	\$117,000.00	\$450,876.00
STREET	\$2,000,555.00	0	\$1,480,000.00	\$3,480,555.00
SUBTOTAL	\$7,624,344.00	\$211,353.73	\$2,782,649.88	\$10,618,347.61
DEBT SERVICE				
BOND RETIREMENT	\$2,572,972.00	0	\$2,900,000.00	\$5,472,972.00
TAYLOR SQ TIF DEBT	\$290,000.00	0	\$571,000.00	\$861,000.00
SUBTOTAL	\$2,862,972.00	0	\$3,471,000.00	\$6,333,972.00
CAPITAL PROJECTS				
BRICE-MAIN CORRIDOR	0	0	0	0
CAPITAL IMPROVEMENT	\$4,102,000.00	0	\$3,600,000.00	\$7,702,000.00
SIDEWALK CONST	\$844,000.00	0	\$5,000.00	\$849,000.00

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2021	TAXES	OTHER SOURCES	TOTAL
SUBTOTAL	\$4,946,000.00	0	\$3,605,000.00	\$8,551,000.00
PROPRIETARY				
ENTERPRISE				
SEWER	\$2,498,000.00	0	\$6,600,000.00	\$9,098,000.00
SOLID WASTE	\$300,000.00	0	\$2,200,000.00	\$2,500,000.00
STORM WATER	\$360,000.00	0	\$1,900,000.00	\$2,260,000.00
UTILITY DEP	\$125,463.00	0	\$10,000.00	\$135,463.00
WATER	\$3,435,000.00	0	\$7,600,000.00	\$11,035,000.00
SUBTOTAL	\$6,708,463.00	0	\$18,310,000.00	\$25,018,463.00
INTERNAL SERVICE				
SUBTOTAL	0	0	0	0
FIDUCIARY				
EXPENDABLE TRUST				
SUBTOTAL	0	0	0	0
NON-EXPENDABLE TRUST				
SUBTOTAL	0	0	0	0
AGENCY				
SUBTOTAL	0	0	0	0
FIDUCIARY				
ARTS COMMISSION	0	0	0	0
BD OF BLDG	\$16,157.00	0	\$9,500.00	\$25,657.00
BEAUTIFICATION COMM	0	0	0	0
BRICE-MAIN TIF	\$35,000.00	0	\$285,000.00	\$320,000.00
DELO PREVENTION	\$16,555.00	0	0	\$16,555.00
DEMOLITION EXPENSE	0	0	0	0
EMPLOYEE FUND	\$1,450.00	0	\$750.00	\$2,200.00
ENG FEES/PLAN	\$100,000.00	0	\$35,000.00	\$135,000.00
FRENCH CREEK FOOTBR	0	0	0	0
JEDD #1	\$10,000.00	0	\$15,000.00	\$25,000.00
JEDD #4	\$200,000.00	0	\$30,000.00	\$230,000.00
JEDD 2-ETNA REYNOLDSBURG	\$10,000.00	0	\$15,000.00	\$25,000.00

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2021	TAXES	OTHER SOURCES	TOTAL
JEDD 3-ETNA REYNOLDSBURG	\$50,000.00	0	\$100,000.00	\$150,000.00
KROGER TIF	\$79,000.00	0	0	\$79,000.00
MISC TRUST	\$125,000.00	0	\$350,000.00	\$475,000.00
PLOT GRADE & UTIL.	\$80,000.00	0	\$50,000.00	\$130,000.00
SCHOOL SKI CLUB	0	0	0	0
SEWER CAP CHG	\$26,000.00	0	\$35,000.00	\$61,000.00
SUMMIT RD TIF #1	\$28,900.00	0	\$25,000.00	\$53,900.00
SUPERVISION & INSP.	\$145,000.00	0	\$110,000.00	\$255,000.00
TAYLOR RD TIF#1	\$187,400.00	0	\$20,000.00	\$207,400.00
TAYLOR RD TIF#2	\$15,900.00	0	\$1,200.00	\$17,100.00
TAYLOR SQ SCH TIF	\$600,000.00	0	\$2,000,000.00	\$2,600,000.00
UNCLAIMED FUNDS	\$39,100.00	0	\$5,000.00	\$44,100.00
VISITORS BUREAU	0	0	\$75,000.00	\$75,000.00
SUBTOTAL	\$1,765,462.00	0	\$3,161,450.00	\$4,926,912.00
SPECIAL ASSESSMENT				
SUBTOTAL	0	0	0	0
TOTAL	\$33,128,283.00	\$496,549.17	\$52,099,202.62	\$85,724,034.79

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: Licking County Tax Rate Certification

Approval:

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

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

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 due October 1st

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2021; and

WHEREAS, the Budget Commission of Licking County, Ohio, has certified its action thereon to the Council for the City of Reynoldsburg together with an estimate by the Licking County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; and

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted;

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

AND BE IT FURTHER RESOLVED that:

Section 1: The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file
“Schedule A” with the Licking County Auditor.

Section 2: It is hereby levied on the tax duplicate of the City of Reynoldsburg the rate of each
tax
necessary to be levied within and without the ten mill limitation.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the
immediate preservation of the public peace, health, safety and financial needs of the City of
Reynoldsburg, wherefore this Resolution shall take effect immediately upon its passage by
Council and the Mayor’s signature.

SCHEDULE A

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES
--

FUND	Co. Auditor's Est. of Yield of Levy
TOTALS	0

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: JEDD 1, Amendment #3

Approval:

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

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

This Ordinance is for the purpose of amending the distribution percentages for a project site to JEDD I in order to facilitate development on the project site

Statement of necessity for Emergency passage: The Developer is prepared to begin development as soon as possible and cannot do so until the City has signed the amendment and the Development and Compensation Agreement.

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 3 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 1 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg and the Township of Etna (“Contracting Parties”) entered into a Joint Economic Development District Contract on or about December 21, 2015 (“JEDD I” or the “Original Contract”); and

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

WHEREAS, the Contracting Parties entered into Amendment No. 1 to the Original Contract on August 21, 2018, for the purpose of increasing the income tax rate in the District to two (2%) percent;

WHEREAS, the Contracting Parties entered into Amendment No. 2 to the Original Contract on July 8, 2019, for the purpose of adding new territory to JEDD I.

WHEREAS, the parties now desire to amend the Original Contract to modify the JEDD II revenue disbursements for a specified Project Site, comprising approximately 113.533 acres; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the proposed amendment does not add or remove territory in the District and, therefore, there is no requirement to hold a public hearing on the amendment; and

WHEREAS, this day this Council finds this Ordinance should be passed as an emergency to facilitate proposed development at the specified Project Sites.

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

Section 1. That Amendment No. 3 to JEDD I with Etna Township be approved, modifying the JEDD I revenue disbursements for the Project Site specified in Exhibit D attached to the Amendment.

Section 2. The Mayor, the City Auditor, the City Attorney, and the Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effectuate Amendment No. 3 of JEDD I.

Section 3. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees, Southwest Licking Local School District, and TPA Group, LLC.

Section 4. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1)

AMENDMENT NO. 3

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2020

Attachment: JEDD I, Amendment No. 3 (65-2020 : JEDD I, Amendment No. 3)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1),
AMENDMENT NO. 3**

This Joint Economic Development District Contract (JEDD 1), Amendment No. 3 (hereafter “Amendment No. 3”) entered into pursuant to Ohio Revised Code 715.72, et seq., dated as of _____, 2020, is entered into by and between the City of Reynoldsburg, Ohio (“City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township, Licking County, Ohio (“Township”) a township and political subdivision organized and existing under the laws of the State of Ohio, and, together with the City, the (“Contracting Parties”).

WITNESSETH:

WHEREAS, the Township and the City previously entered into a Joint Economic District Contract dated December 23, 2015, a copy of which is attached hereto as Exhibit “A” (hereafter “Original JEDD Contract”), and further entered into Amended Contract No. 1 to said Joint Economic Development District Contract dated August 21, 2018, a copy of which is attached hereto as Exhibit “B” (hereafter “Amended Contract No. 1”), and further entered into Amended Contract No. 2 to said Joint Economic Development Contract dated July 8, 2019, a copy of which is attached hereto as Exhibit “C” (hereafter, “Amended Contract No. 2”);

WHEREAS, the Township and the City now desire to achieve a third amendment to said Original JEDD Contract, as amended, to modify the JEDD revenue disbursements as set forth in Section 4.2 of said Original JEDD Contract. This modification of the JEDD revenue disbursements shall apply only to the Project Site described below and shall not pertain to any other properties located within Joint Economic Development District No. 1. The Township and City agree that all terms and conditions set forth in said Original JEDD Contract, as amended, shall remain in full force and effect for all properties located within Joint Economic Development District No. 1, other than the said Project Site; and

WHEREAS, the Project Site is included within Joint Economic Development District No. 1 and is comprised of property consisting of approximately 113.533 acres depicted on Exhibit “D”, as more particularly described thereon, which Exhibit is attached to this Amendment No. 3 and incorporated herein by reference (hereafter “Project Site”).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment No. 3, the City and Township agree and bind themselves, their agents, employees and successors as follows:

1. This Amendment No. 3 shall apply solely to the Project Site as described above.
2. The Contracting Parties hereby agree to delete Section 4.2. and Section 4.3. of the Original JEDD Contract, as well as Section 2 and Section 3 of Amended Contract No. 2, attached hereto as Exhibit "C", in their entirety, and replace them with the following:

Section 4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, in the following order of priority:

4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3.

4.2.1.2. Pay to the JEDD Board an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long-term maintenance of the District, in the amount of two percent (2%) of the Gross Revenue.

4.2.1.3. Pay to the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

4.2.1.4. Pay to the Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, pro rata based on such cost.

4.2.2. From the Revenue remaining after payment of the distributions set forth in Section 4.2.1. above (hereinafter the "Net Revenue"):

4.2.2.1. Pay Twenty percent (20%) of the Net Revenue to the City of Reynoldsburg;

4.2.2.2. Pay Ten percent (10%) of the Net Revenue to the Board Improvement Account;

4.2.2.3. Pay Five percent (5%) of the Net Revenue to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 1 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof;

4.2.2.4. Pay Five percent (5%) of the Net Revenue to the Career and Technology Centers of Licking County ("C-Tech") during the first thirty (30) years from the effective date of this Contract, then said five percent (5%) payment to C-Tech shall cease and terminate and such percentage shall revert to and be added to the sum paid to the Township under Section 4.2.2.6. hereof;

4.2.2.5. Pay fifteen percent (15%) of the Net Revenue derived from the levy of the income tax provided for herein on the Project Site to the Licking County Commissioners for thirty (30) years. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall thereafter be ten percent (10%) of the Net Revenue for the duration of the JEDD 1 Contract; and

4.2.2.6. Pay to the Township, an amount equal to the Net Revenue minus the sum of the preceding amounts enumerated in Sections 4.2.2.1. to 4.2.2.5.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD 1 Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the

City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

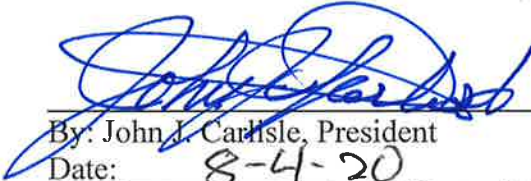
Section 4.3 SWLSD Payment

4.3.1. The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3.1., to thirty percent (30%) of the Gross Revenue derived from the levy of the income tax provided for herein on the Project Site Only. The SWLSD Payment shall be due for thirty (30) years commencing on the effective date of this Contract, and terminating thirty (30) years thereafter. Upon termination of such Payment, said Payment shall thereafter revert to and be added to the sum paid to the Township under Section 4.2.2.6.

3. All other terms and conditions contained within the Original JEDD Contract, as amended, shall remain in full force and effect.
4. This Amended JEDD Contract No. 3 shall become effective upon adoption of a Resolution approving the same by the Township and an Ordinance approving the same by the City, which such Resolution and Ordinance must be adopted within ninety (90) days of each other.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS AMENDMENT NO. 3 TO THE ORIGINAL JEDD CONTRACT
TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF
THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President
Date: 8-4-20
Resolution No. 20-08-04-09

APPROVED AS TO FORM:


John B. Albers II, Esq.
Attorney for Etna Township

CITY OF REYNOLDSBURG

By: Joe Begeny, Mayor
Date: _____
Ordinance No. _____

APPROVED AS TO FORM:

Chris Shook, Esq.
City Attorney

Attachment: JEDD I, Amendment No. 3 (65-2020 : JEDD I, Amendment No. 3)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2020 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


 By: Walter Rogers
 Etna Township Fiscal Officer

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2020 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

 By: Stephen Cicak
 Reynoldsburg City Auditor

EXHIBIT D

Project Site

Attachment: JEDD I, Project Site, Exhibit D (65-2020 : JEDD I, Amendment No. 3)

DESCRIPTION FOR A 113.533 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being part of a 146.264 acre tract (Parcel No. 010-017566-00.000) conveyed to Etna Business Development Associates, LLC., in Instrument Number 200505190014926, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 113.533 acre tract being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Mink Street (County Road 41) with the north line of said Lot 2, said lot line also being the north line of the Refugee Tract and the centerline of Refugee Road (Township Road 30), witness an iron pin set South 47° 46' 03" East, 79.62 feet;

Thence along the centerline of Refugee Road and the north line of said Lot 2, **South 86° 39' 58" East, 1349.12 feet** to a 3/4-inch iron pipe found at an angle point;

Thence continuing along the centerline of Refugee Road and the north line of said Lot 2, **South 86° 21' 30" East, 1784.35 feet** to a point, being the northwesterly corner of a 65.00 acre tract conveyed to Ronald E. Kissell in Deed Volume 801, Page 559;

Thence along the westerly line of said 65.00 acre Kissell tract, **South 4° 02' 45" West, 1596.37 feet** to a 5/8-inch iron pin found at the northeasterly corner of a 92.24 acre tract conveyed to 70 East Logistics Center LLC in Instrument Number 201906040010747;

Thence along the northerly line of said 92.24 acre tract and the northerly line of a 2.00 acre tract conveyed to Michael and Mary Harsh, Trustees, in Instrument Number 201305010011076, **North 86° 08' 59" West**, passing of an iron pin previously set at 2710.11 feet and a 3/4-inch iron pipe found at 3080.92 feet, a total distance of **3111.11 feet** to a point in the centerline of Mink Street;

Thence along new division lines and the centerline of Mink Street, the following five (5) courses and distances:

North 4° 42' 47" East, 509.77 feet to a point;

North 3° 52' 07" East, 299.54 feet to a point;

DESCRIPTION FOR A 113.533 ACRE TRACT

North 3° 01' 16" East, 210.41 feet to a point;

North 2° 05' 50" East, 293.23 feet to a point; and ...

North 1° 07' 47" East, 265.27 feet to the **Point of Beginning** and containing 113.533 acres, more or less, according to a survey made by Hull & Associates, Inc. in March of 2019.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "HULL, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.



February 18, 2020

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED ☒	CONDITIONAL ☐
APPROVED BY:	
DATE:	2/26/20



[illegible]

THE SOUTH OF 43 TO WEST A DISTANCE OF 106.63 FEET, WITH THE LINE CONTINUING TO SUD 144 AND 83.00 ACRES TRACTS, TO A CORNER CORNER (UNIMPOSED BY A 1/4-1/4 ACRES PLOT AND 0.62 FEET SOUTH OF SUD 144 ACRES TRACT, AND THE 30 ACRES TRACT COMING AS SECOND PLOT, TO FROM VERN LTB, BY DEED OF RECORD IN OFFICE RECORD 77, PAGE 640.

FROM FILED: 01/23/81:111 REED AND A BROADWAY STREET, TOWN IN THE CENTRAL
OF NEW STREET, NEW - COURT, NEW (11/11/11 REED) WITH THE SOUTHWEST
ONE OF NEW STREET, NEW, AND THE NEIGHBORHOOD LINES OF NEW, SO ACRE TRACT,
THE 40 ACRES TRACT COMPLETED AS FIRST PRIORITY TO FURNISH NEW, BY DEED OF
RECORD IN OFFICIAL RECORD 77, PAGE 544, THE 2 ACRES TRACT COMPLETED TO EILEY
L. HANSEN BY DEED OF RECORD IN OFFICIAL RECORD 140, PAGE 648, AND TOWNS
ADJOY, SUNDOWN, AS RECEIVED IN PLAT BOOK 12, PAGES 74, AND 75, TO 46
NEW SET IN A COMMON DOWER OF NEW 14, ACRES TRACT, AND THE 22 1/2 ACRES
TRACT COMPLETED TO EILEY STREET, NEW, AND FORT BROS. TRACT BY DEED OF
RECORD IN OFFICIAL RECORD NUMBER 240022/1004:021

THENCE NORTH 00° 41' 00" EAST, A DISTANCE OF 1508.74 FEET, WITH THE LINE COMMENCING TO SAID 144 AND 42221 ACCE TRACTS, TO A MONUMENT NAIL SET AT A CORNER THEREOF, BEING IN THE CENTERLINE OF SAID REFUGEE ROAD;

THESE SLABS ARE 24" 27" HIGH. A TOTAL DISTANCE OF 2234.00 FEET (PRESSURE
MOUNTING) WAS SET AT A DISTANCE OF 1000 FEET AT THE INTERSECTION OF THE
CENTRALS OF SMO BARK STREET ROAD AND REFUGEE ROAD, WITH THE CENTRE
OF SMO REFUGEE ROAD, TO A 1" FROM THE FOUND AT AN ANGLE POINT IN THE
CENTRALS OF SMO REFUGEE ROAD.

THENCE SOUTH BY 40° 39' EAST, A DISTANCE OF 1764.25 FEET, CONTINUING IN THE CENTERLINE OF SAID REVERSE ROAD, TO THE POINT OF BEGINNING, CONTAINING 146.284 ACRES OF LAND, MORE OR LESS, OF WHICH 3.891 ACRES LIES WITHIN RIGHTS-OF-WAY OF SAID REVERSE ROAD AND SAID LINK STREET ROAD.

IRON PINS SET, WHERE INDICATED, ARE IRON PINS, THIRTEEN SUBELEMENTS (13/7) EACH BEING COVERED THEREY (20) EACHES LONG WITH A PLASTIC PLUG PLACED THE TOP BEARING THE WINDS BENT INC.

22. RECORDS OFFICE, LIVING COUNTY, OHIO.

STATED IN STATE OF OHIO, COUNTY OF LORAIN, CIVIL TOWNSHIP, BEING A PART OF LOT 2 IN SECTION 2, TOWNSHIP 20, OF THE RESERVE TRACT, AND BEING PART OF A 146.24-ACRE TRACT (PLAT NO. 10-471888-01-00) COMPLETED BY THE BUSINESS DEVELOPMENT ASSOCIATES, LLC, IN RESTRICTION NUMBER 200205100074004, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDERS' OFFICE, LORAIN COUNTY, OHIO, AND 115,531 ACRE TRACT BEING MORE PARTICULARLY EXAMINED AND DESCRIBED AS FOLLOWS:

THESE ALONG THE CENTERLINE OF REFUGEE ROAD AND THE NORTH LINE OF SCD LOTS 2, SOUTH 00° 30' 50" EAST, 134.12 FEET TO A 3/4-INCH IRON PIPE FOUND AT AN ANGLE POINT;

THENCE CONTAINING ALONG THE CENTERLINE OF REFUGEE ROAD AND THE NORTH LINE OF SAID LOT 2, SOUTH 86° 21' 30" EAST, 1784.35 FEET TO A POINT, BEING THE IMMEDIATELY CORNER OF A 65.00 ACRE TRACT CONVEYED TO RONALD E. RUSSELL, IN DEED VOLUME 601, PAGE 559;

INSTRUMENT NUMBER Z010200010764;

LINE OF A 220-ACRE TRACT CONNECTED TO MICHAEL AND BETT MARCO TRUSTEES IN INSTRUMENT NUMBER 20130910911076, NORTH 40° 34' WEST, BEARING OF AN IRON PIN PREVIOUSLY SET AT 2710.11 FEET AND A 3/4-INCH IRON PIPE FOUND AT 20862.2 FEET, A TOTAL DISTANCE OF 3111.13 FEET TO A POINT IN THE CENTRELINE OF SAID TRACT.

THESE ALONG WITH OTHER LISTS AND THE CONTENTS OF NEW SHEETS, THE FOLLOWING ARE THE (3) COUNTRIES AND EXAMPLES:

NORTH 7° 52' 07" EAST, 200.54 FEET TO A POINT;
NORTH 2° 01' 16" EAST, 210.41 FEET TO A POINT;

NORTH 7° 05' 30" EAST, 253.55 FEET TO A POINT, AND --

THE REASONS IN THE ABOVE DESCRIPTION ARE BASED ON THE GRID STATE PLANE COORDINATES SYSTEM, SOUTH ZONE, NAD83.

SUBJECT TO ALL WAIVED AND EXISTING AGREEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD.

FROM FIRST AMERICAN TITLE INSURANCE COMPANY
CONTACT: NANCY WIS-0446104-47 WWW.FATC.COM

(10) TITLE IS, AT THE COMMENT DATE, VESTED IN EPLA BUSINESS DEVELOPMENT ASSOCIATES, LLC BY GENERAL WARRANTY DEED RECORDED M/S INSTRUMENT NO. 20050100174625

PAGE 427 OF LOSING COUNTY RECORDS.
DOES NOT APPLY TO SUBMITTED SET.

12. DRAINAGE FROM P.A. INFLUENCE TO THE COLLIERIES VALLEY, POWER AND LIGHT CUMMERT RECEIVED DECEMBER 9, 1936 N/4/6 3223 BOOK 171, PAGE 240 OF LINDSEY COUNTY RECORDS.

13. RIGHT OF ACCESS TO AND GROSS FROM LIT. B. & THOMSON PUBLISHER TO THE COLLIERIES TRUST, POWER AND LIGHT COMPANY RECORDED OCTOBER 5, 1925 W/6 DEED BOOK 313, PAGE 463 OF LIVING COUNTY RECORDS.

EXEMPT FOR HIGHWAY PURPOSES FROM D. LINDING LANE TO THE COUNTY
OF OR LINDING RECORDED DECEMBER 23, 1953 W/S VOLUME 405, PAGE 186

15. DOES APPLY TO SITUATED SITE, SHOWN ON MAP, HIGHWAY EXISTENT ON EITHER SIDE OF MAIN STREET.

16. WORKSHEET FROM ENA BUSINESS DEVELOPMENT ASSOCIATES, LLC TO THE POST
2005 W/FO ESTABLISHMENT NO. 200502170004903 OF UDCMG COUNTY RECORDS.
0035 AFFID TO SUBMITTED SITE. 5/04/06 ON 10/01/06.

NOT SHOWN ON MAP, DEED OF SILENT PROPERTY

16. NOTWITHSTANDING THE REFERENCE TO ACCESS OR SOURCE FOOTAGE IN THE DESCRIPTION SET FORTH IN SCHEDULE A HERETO, THIS COMMENTARY/POLICY THE LAND LINGERS WITHIN REFUGEE RO SH AND BARK ST SH.

10. ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LHA CREATED UNDER THE FEDERAL AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. §§499A, ET SEQ.) OR THE FUDRCS AND STOCKBOARDS ACT (7 U.S.C. §§181 ET SEQ.) OR

VICINITY MAP - NOT TO SCALE

DATE OF PLAN OR MAP: 07/31/2020

RESIDENT L. VAN OSTRA, F5 BOER
J.VANOSTRA@PHILIP.LINK.COM

2 OF 2

**ETNA BUSINESS DEVELOPMENT ASSOC
ETNA TOWNSHIP, LICKING COUNTY, OHIO
ALTA/NSPS LAND TITLE SURVEY**

HULL
Environment / Energy / Infrastructure

Bill & Associates, Inc.
10000 130th Street
Bellevue, WA 98006
Phone: (206) 834-0401
Fax: (206) 834-0400
www.bia.net

NO	

PLAN ISSUE

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DATE	07/31/2003

Packet Pg. 169

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2020, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); the Southwest Licking Local School District, a political subdivision of the State of Ohio through its Board of Education (the “School District”); and TPA Group, LLC, a Georgia limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (collectively with all amendments, the “JEDD 1 Contract”, attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site represents approximately 110 acres of the total of JEDD acreage of approximately 230 acres; and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (with all amendments, the “TIF Resolution”, attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement and, provided, further, that the TIF shall be implemented on a non-school basis such that the Township will hold the School District harmless with respect to the TIF (in other words, pursuant to R.C. 5709.75(C)(1), the Township will pay the School District what it would have received in real property taxation from the Project Site, but for the TIF); and

WHEREAS, the Board of Education of the School District has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

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WHEREAS, in connection with the School District's waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD 1 Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township, the School District and the Developer are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD 1 Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Developer in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation

The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township have entered into the JEDD 1 Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD 1 Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The JEDD Board of Directors (the "JEDD Board") has adopted a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD 1 Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not

change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. In the event that the income tax rate within the JEDD is reduced to below two percent (2%), the approvals and consents of the School District hereunder and waiver of statutory rights with respect to the CRA and TIF shall be immediately revoked. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the "Gross Revenue") to be distributed in accordance with this paragraph, beginning on the effective date of an amendment to the JEDD 1 Contract providing for such distribution, which the City and Township shall cause to be no later than November 1, 2020. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the "JEDD Fund") at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking Local School District Payment ("SWLLSD Payment"), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed two percent (2%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The SWLLSD Payment is in consideration for the School District's approval of the CRA Agreement and TIF and is an amount equal, for the period during which it is due pursuant to this paragraph, to thirty percent (30%) of the Gross Revenue. The SWLLSD Payment shall be due for a period of not less than thirty (30) years.

The amount of Gross Revenue remaining following these payments (the "Net Revenue") shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD 1 Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD 1 Contract), an amount equal to ten percent (10%) of the Net Revenue; (3) to the Career and Technology Centers of Licking County ("C-Tec"), an amount equal to five percent (5%) of the Net Revenue for the same term as the SWLLSD Payment; (4) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (5) to the Licking County Transportation Improvement District (the "TID"), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.5. of the JEDD

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1 Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, C-Tec, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

The parties acknowledge that the amendment to the JEDD 1 Contract modifies the distribution percentages for income tax revenues generated by the Project Site only and does not modify the distribution percentages for the remaining parcels included within the JEDD. In order to facilitate proper distribution of revenue, the Developer agrees to require any contractor working directly or indirectly for the Developer (e.g., including general contractors and subcontractors working on construction contracted for by the Developer) on the Project Site and any tenant who conducts business on the Project Site to report other business activity within the JEDD that is not on the Project Site. If the Developer, contractor, and/or tenant is conducting business that generates income tax revenue on the Project Site and on another parcel located in the JEDD, the Developer, contractor, and/or tenant shall specify on a separate form the amount of income tax, whether from wage withholding or net profit tax, generated specifically from both the Project Site and revenue generated from business activity within the JEDD that is not on the Project Site on a form submitted directly to the City Tax Administrator. This form shall be provided within ten (10) days after the tax reporting date to the Regional Income Tax Agency ("RITA").

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

E. The Developer agrees to expend up to \$3,500,000 to construct or cause to be constructed, the following public infrastructure improvements if required: (1) an extension of Global Way; (2) improvements to Mink Street; (3) improvements to Refugee Road; and (4) a sewer line across the Project Site to service other properties (collectively, the "Developer Infrastructure Improvements"). From the Net Revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds contingent upon approval of Township– the Developer for all of the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the Developer Infrastructure Improvements (the "Costs") that are not reimbursed from any other source up to a maximum reimbursement from all sources of \$3,500,000 to the Developer. Prior to constructing any Developer Infrastructure Improvements, the Developer shall submit an engineer's cost estimate setting forth the Costs of each Developer Infrastructure Improvement for which a reimbursement will be sought to the JEDD Board and the Board of Trustees of Township for approval of reimbursement from JEDD funds or TIF funds in accordance with reimbursement agreements with those entities and this Agreement. The Developer hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8))

and it shall not be entitled to interest upon those sums. Notwithstanding the foregoing, if the County, the Township and/or any other governmental entity requires the Developer to construct additional “public infrastructure improvements” as defined in R.C. Section 5709.40(A)(8) in connection with the Project not included in (1) – (4) above, which benefit at least in part other properties or the public in general, or if the anticipated Costs of the Developer Infrastructure Improvements exceeds the engineer’s cost estimates that were submitted and approved as set forth below by a material amount as reasonably determined by the Developer, the parties hereto agree to negotiate in good faith for the reimbursement of such additional Costs.

The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site (after a portion of the TIF service payments are paid to the School District and Licking County Joint Vocational School District as provided in the TIF Resolution, which portion shall equal the amount the School District and the Licking County Joint Vocational School District would have received, but for the TIF pursuant to R.C. 5709.75(C)(1)) shall be deposited into the Etna/TPA TIF Account No. 2 (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Infrastructure Improvements until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues to pay Costs (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) (the “Net BIA Deposit”), the reimbursement for Costs paid to the Developer for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80% of the amount deposited into the TIF Account until the Developer is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one

reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

Except as provided in Section 2.E of this Agreement with respect to the Developer Infrastructure Improvements, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD 1 Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD 1 Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. Additionally, the JEDD 1 Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that any portion of the Project Site is removed from the JEDD without School District approval, School District consent to the CRA and TIF hereunder and waiver of its statutory rights to notice and compensation with respect to the same shall be immediately deemed revoked. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

3. Township Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or the Developer in connection with the

Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD 1 Contract; provided, however, this section shall not prohibit the Developer from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. The Developer agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD 1 Contract, at its discretion and for the School District to revoke its consents and approvals hereunder with respect to the Project Site.

D. At the election of the Township, the Developer agrees to cooperate with a qualified “developer” (as that term is used in R.C. Section 349.01, the “Statutory Developer”) in connection with the filing by that the Statutory Developer of a petition (the “Petition”) pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter “NCA”) inclusive of the Project Site. The Developer or the Developer’s designee shall review and approve the Petition prior to filing, which approval shall not be unreasonably withheld. The Developer agrees to grant the Statutory Developer such interests in the Project Site as may be necessary to enable the Statutory Developer to form the NCA. The Developer and Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a “Community Development Charge”) pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later

than 30 days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the Township may provide from time to time.

4. School District Compensation Payments

As consideration for the School District's approval of the CRA Agreement, the TIF Resolution and this Agreement, the Developer shall provide and account for additional payments to the School District, including specifically:

- (i) 15 annual payments of (i) one and one half cent per leasable square foot of the new building at the Project Site, PLUS (ii) any difference between two cents per leasable square foot of the new building at the Project Site and revenue received by the School District in the immediately preceding year and representing revenues of the JEDD with respect to the Project (each a "School District Payment," and collectively, the "School District Payments"). The amount of square feet shall be determined in the same manner as Section 3(D) of this Agreement.
- (ii) an amount equal to \$10,000 to offset legal fees incurred by the School District in connection with the negotiation of the CRA Agreement, this Agreement, and other related documents (the "School District Legal Fee Payment").

The first School District Payment shall be paid from the Developer to the School District no later than 30 days after the date on which the County's CRA Housing Officer certifies the CRA exemption application to the Licking County Auditor for the Project (the "School Payment Date"). Each subsequent School District Payment shall be paid from the Developer to the School District no later than 30 days after each annual anniversary of the School Payment Date. Each School District Payment shall be delivered to the notice address provided in Section 7(I) of this Agreement or such other address as the School District may provide from time to time.

The School District Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the School District no later than 30 days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the School District may provide from time to time.

Failure of the Developer to pay the amounts due under this Section 4 shall be an event of default hereunder and subject to the remedies provisions set forth in Section 6.

5. Cooperation by Property Owner

The Developer agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD 1 Contract, including the imposition of the JEDD income tax. The Developer agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax, School District Payments, any required community development charges, and to prohibit lessees and assignees from challenging the validity of the School District Payments, JEDD 1 Contract, the JEDD income tax, any community development charges or any

new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

6. Remedies

The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

7. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that (i) the School District shall receive written notice of all such assignments no later than 15 days prior to the effective date of each assignment, and (ii) any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet the requirements of (i) and (ii) above shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD 1 Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and the Developer, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

D. The Heath-Newark-Licking County Port Authority may or may not be a party to the CRA Agreement as capital lessor of any buildings on the Project Site; however, all obligations of the Developer under this Agreement, including the obligations to make compensation payments (including the School District Payment) and to assure payment of the JEDD income tax, will remain obligations of the Developer.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions,

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agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:

President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:

John Albers, Esq.
Albers and Albers

Execution Version

88 North Fifth Street
Columbus, OH 43215

And

Kip Wahlers
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215

If to the City, to:

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

With a copy to:

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

If to the School District:

Richard D. Jones
Treasurer
Southwest Licking Local School District
927-A South Street
Pataskala, Ohio 43062

With a copy to:

Robert F. McCarthy
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

If to the Developer, to:

If to the Developer, to:

Jeb Brees
Principal
TPA Group, LLC

1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

SOUTHWEST LICKING LOCAL SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Execution Version

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

TPA GROUP, LLC

By: _____

Print Name: _____

Title: _____

Execution Version

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2020, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Execution Version

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2020, by Kandee Engle, the Board President and Richard D. Jones, the Treasurer of the Southwest Licking Local School District, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2020, by _____, the _____ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD I, Amendment No. 3, DCA (65-2020 : JEDD I, Amendment No. 3)

EXHIBIT A
TO DEVELOPMENT AND COMPENSATION AGREEMENT

Copy of CRA Agreement
(attached hereto)

Attachment: JEDD I, Amendment No. 3, DCA (65-2020 : JEDD I, Amendment No. 3)

EXHIBIT B
TO DEVELOPMENT AND COMPENSATION AGREEMENT

Copy of JEDD 1 Contract

(attached hereto)

Attachment: JEDD I, Amendment No. 3, DCA (65-2020 : JEDD I, Amendment No. 3)

EXHIBIT C
TO DEVELOPMENT AND COMPENSATION AGREEMENT

Copy of TIF Resolution
(attached hereto)

Attachment: JEDD I, Amendment No. 3, DCA (65-2020 : JEDD I, Amendment No. 3)

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: HEART Food Pantry CARES Donation

Approval:

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

Emergency/Suspension: Emergency

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

This is a donation from the CARES Act Fund for HEART Food Pantry, which serves the Reynoldsburg community and has seen an increase of over 400% in need for families and individuals during the COVID-19 pandemic.

Explanation of legislation and need: We have the ability to utilize CARES Act funding to aid and assist local non-profit organizations who provide essential services to the community. The HEART Food Panty has a demonstrated need.

Statement of necessity for Emergency passage: There is an immediate need that could not be met if this legislation were to go through the ordinary three reads and 30-day referendum period.

**AN ORDINANCE AUTHORIZING A DONATION IN THE AMOUNT OF \$23,003.56
TO THE HEART FOOD PANTRY, INC., SAID SUM FROM THE CARES ACT -
FRANKLIN COUNTY FUND, AND DECLARING AN EMERGENCY**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136 (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

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

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the CARES Act in House Bill 481 ("HB 481") of the 133rd General Assembly; and

WHEREAS, the City of Reynoldsburg has received \$1,179,675.83 in distributions from the State of Ohio and, pursuant to Ordinance No. 55-2020, the Council of the City created Special Revenue Funds to account for the funds received under these distributions; and

WHEREAS, the HEART Food Pantry, Inc. ("HEART") is a registered non-profit organization located on East Main Street in the City of Reynoldsburg, who stated mission is to address food insecurity in our community; and

WHEREAS, from March 1, 2020 through August 31, 2020, HEART has experience an approximately 400% increase in demand for food for families and individuals in need in our community associate with the COVID-19 pandemic; and

WHEREAS, HEART has incurred eligible expenses of over \$20,000.00 in rent and utilities from March 1, 2020 through August 31, 2020.

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

Section 1. That a donation shall be made in the amount of \$23,003.56 to the HEART Food Pantry, Inc., provided that the recipient accounts for the donation and spends the money received only on allowable and permitted uses by the CARES Act and the Ohio Office of Budget and Managements.

Section 2. That \$23,003.56 shall be appropriated to account 203.000.5529 Miscellaneous Distribution from the unappropriated CARES Act - Franklin County Fund (203) to finance the donation.

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

Section 3. That the HEART Food Pantry, Inc. acknowledges the donation received is federal funds passed through from the City of Reynoldsburg which requires the City to monitor how the funds are received and expended. HEART Food Pantry, Inc. acknowledges that the funds will be spent no later than October 15, 2020 and any unspent funds will be returned to the City of Reynoldsburg. Furthermore, the District acknowledges that it will provide supporting documentation of all expenses paid from said donation no later than October 30, 2020.

Section 4. That, for the reasons set forth in the preamble, this Ordinance is hereby declared to be an emergency measure, necessary for the preservation, health, safety, and welfare of the Citizens of the City of Reynoldsburg, such emergency arising out of the immediate need for the passage of this legislation to be in compliance with the CARES Act and to ensure the timely distribution of funds within the permitted period of time, such that this Ordinance should take effect and be in force immediately from and after its passage by Council and the approval of the Mayor.

Reynoldsburg

OHIO • 1839

REYNOLDSBURG COVID-19 NON-PROFIT RELIEF GRANT PROGRAM

In an effort to provide additional resources to non-profits dealing with revenue losses due to the COVID-19 pandemic, the City of Reynoldsburg authorized the Non-Profit Relief Program. This program is intended to assist for-profit companies with expenses directly resulting from business interruption or arising from the decrease in gross revenue in connection with the COVID-19 pandemic.

Eligible Recipients:

- 501(c)(3) tax exempt organization by the Internal Revenue Service.
- Principle place of service is within Reynoldsburg
- Registered with State of Ohio Attorney General's Office
- Has been in operation and provided essential social and family services since at least January 2019.

Eligible Expenses:

- Rent/Mortgage Payments (excludes businesses located in or operated from personal residence)
- Machinery/Equipment Payments
- Utility Expenses
- Salaries, wages, and/or compensation (if not receiving assistance from State/County/ Federal Program)
- Personal Protective Equipment (PPE) or expenses related to compliance with Responsible Restart Ohio to meet social distancing requirements

Ineligible Expenses:

- Revenue replacement;
- Construction costs (supplies and materials are not ineligible);
- Overhead costs;
- Costs for political activity, including lobbying;

Form of Assistance Available:

- Grants up to \$25,000 to be used for reimbursement of Eligible Expenses, as defined above. Documentation of eligible expenses must be submitted with grant application.

Application Process and Review:

The Reynoldsburg Department of Development will accept and review applications for the Non-Profit Relief Program. Applications will be evaluated on a first come-first serve basis. In the event requests exceed available funds, priority will be given to applicants based upon the following criteria:

- Need for assistance
- Likelihood that grant funds will provide social and family services in Reynoldsburg
- Overall impact of the grant on qualifying non-profit

Please note, the COVID-19 Non-Profit Relief Program is not an entitlement program, and as such, funding through this program is not guaranteed. The actions of City Council, or the Development Department on matters related to the allocation of these funds are final.



REYNOLDSBURG DEPARTMENT OF DEVELOPMENT COVID-19 NON-PROFIT RELIEF PROGRAM

Applicants seeking COVID-19 Non-Profit Relief Program assistance through the Reynoldsburg Department of Development must submit the following form and supplemental attachments for consideration. All applicable information as requested in this form must be provided, and the applicant is responsible for the accuracy of the information submitted.

Non-Profit Relief Program Request: \$23,003,56

Section A: General Information

Applicant Information: Please provide the legal name, address and other contact information of the applicant for this request.

Applicant Non Profit Name: HEART Food Pantry, Inc

Contact Name: Cheryl Wooten, Executive Director

Applicant Mailing Address: 6475 E. Main St. Unit 101

City/State/Zip: Reynoldsburg, OH 4306

Email Address: Cheryl@HEART-Market.org

Website: HEART-Market.org

Daytime Phone Number: 614-448-8915

Federal Tax ID: 46-3327035

REYNOLDSBURG LOCATION: Please specify the street address of the applicant business.

Address: 6475 E. Main St. Unit 101, Reynoldsburg, OH 43068

TIME IN BUSINESS: How long has the Non-Profit that will benefit from the Non-Profit Relief Program been in existence at this location?

4 Years 6 Months (3 yrs 5-1/2 months 6475 E. Main St. Unit 126 HEART Food Pantry)
(0 yrs 10-1/2 months 6475 E. Main St. Unit 101 Mid-Ohio Market at HEART)

COMPANY OFFICERS/PRINCIPALS: Please provide the names of all owners, principals and/or primary officers of the company.

Name and title: Cheryl Wooten, Executive Director

Name and title: Kay Arnold, Board Chair

Name and title: _____

CURRENT EMPLOYMENT AND PAYROLL: For each of the categories listed below, please specify the number of employees currently employed by the applicant and the total annual payroll.

Full-time Permanent	2	Full-time Payroll	\$113,150
Part-time Permanent	3	Part-time Payroll	\$80730
Temporary/Contract		Temporary Payroll	
Seasonal		Seasonal Payroll	
		TOTAL PAYROLL	\$193,880

DELINQUENCIES AND JUDGMENTS

Does the applicant, or affiliated company to benefit from the incentive program, owe any delinquent taxes to the State of Ohio or a political subdivision?

YES

NO

X

Does the applicant, or affiliated company to benefit from the incentive program, owe any money to the State or a State agency for the administration or enforcement of any environmental laws?

YES

NO

X

Does the applicant, or affiliated company to benefit from the incentive program, owe any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

YES

NO

X

Are there any current or pending lawsuits involving either the principals or the company?

YES

NO

X

NEED FOR ASSISTANCE: Applicants must demonstrate the business experienced a decrease in gross revenue due to COVID-19 when comparing **March 1 – August 31, 2019 to March 1 - August 31, 2020**. Please provide a summary of the impacts of the pandemic on your Non-Profit and provide supporting financial records or bank statements.

HEART did not experience a decrease in gross revenue.

As an essential business and community connector, HEART experienced a huge increase in demand to nourish our hungry neighbors to flourish when comparing March through August in years 2019 and 2020.

In 2020, HEART served 1490 more families (331% increase) or 5684 more individuals (366% increase) that live in 43068 zip code. (see attached document)

OTHER ASSISTANCE: Please describe any other assistance you have received to provide relief to your business (i.e. rent reductions, utility waivers, SBA or PPP funding, etc.). Please note expenses reimbursed through business interruption insurance or other federal aid are not eligible for the Non-Profit Relief Program.

HEART received funds from The Columbus Foundation and Cares Act for PPE and PPP staffing expenses.

HEART has applied for additional Cares Act funding to cover loss of revenue, and future staffing through Franklin County and Columbus.

HEART has not applied or received funding to cover utilities or rent expense.

Section B: Eligible Expenses

For each of the categories listed below, please estimate the amount to be expended by the applicant related to the COVID-19 pandemic.

Rent/Mortgage Payments	\$18,900.00
Machinery/Equipment Payments	
Utility Payments (Electric/Gas Only)	\$4103.56
Salaries/Wages (not covered by PPP)	
PPE/Restart Ohio Upgrades	
TOTAL EXPENSES	\$23,003.56

USE OF FUNDS: Please indicate the eligible costs for which Non-Profit Relief Program funds will be used. Grant funds are provided on a reimbursement basis. Businesses must submit appropriate documentation related to expenses with the application.

HEART will use the funds provided as a reimbursement for gas & electric utility expense and rent expense during the time period March 1, 2020 through August 31, 2020. Attached is documentation of expenses.

Section C: List of Attachments

- ☐ Current Bank Statement
- ☐ 2019 Federal Tax Returns (First Page Only)
- ☐ Financial Records/Bank Statements demonstrating decreased revenue from March 1 – August 31, 2019 compared to March 1 - August 31, 2020
- ☐ Completed W-9
- ☐ Documentation of Eligible Expenses

Section D: Requirements and Certifications

The undersigned, duly authorized Officers of the Applicant, hereby certify that the statements made in the foregoing application and in all attachments submitted in connection with this application are true and correct to the best information and belief of the undersigned and are submitted as a basis for determining approval of Business Relief Program assistance.

I/we certify that the requirements listed below will be met:

- A. I/we agree to notify the City of Reynoldsburg immediately of any project modification.
- B. The Applicant agrees to supply additional information upon request.
- C. This grant is to be used for COVID-19 business related expenses only.
- D. I/we have not nor do we intend to be involved in illegal activity under federal, state, or local laws. Nor do I/we have any criminal proceedings pending against me/us.
- E. I/we do not anticipate receiving business interruption insurance or other federal aid for reimbursement of Business Relief Program eligible expenses.
- F. The Applicant agrees to allow the Reynoldsburg Auditor, and Tax Administrator to share relevant income tax withholding information with the Development Department as part of the Business Relief Program application review process.
- G. The Applicant agrees that the City of Reynoldsburg may share information publicly regarding grant recipients.
- H. Unspent and/or improperly grant proceeds are to be repaid by the grant recipient to the City of Reynoldsburg.

_____	Cheryl Wooten	_____
Signature of Applicant	Applicant Name (Printed)	Executive Director
_____	Kay Arnold	_____
Signature of Applicant	Applicant Name (Printed)	Board Chair
_____	_____	_____
Signature of Applicant	Applicant Name (Printed)	Title

Submit completed application to:

Due By September 25th 2020

**City of Reynoldsburg
Development Department**

7232 East Main Street
Reynoldsburg, OH 43068
abowsher@ci.reynoldsburg.oh.us
614.322.6807



Community Connector

Neighbors & Organizations
With Life-Building Resources
Connect Through HEART



To Nourish Neighbors
That Need Life-Building
Resources To Flourish

HEART Food Pantry, Inc.						
	HEART Food Pantry		Mid-Ohio Market at HEART			
Location	6475 E Main St. Unit 126		6475 E Main St. Unit 101			
Time Period	March 1, 2019 - August 31, 2019		March 1, 2020 - August 31, 2020			
Top 5 Zip Codes	Families Served	Individuals Served	Families Served	% Increase	Individuals Served	% Increase
43068	450	1,552	1,940	331%	7,236	366%
43232	129	378	698		2297	
43213	119	325	443		1386	
43004	98	357	427		1859	
43227	44	148	276		1026	
Other Codes subtotal	97	316	866		3064	
Total Served	937	3,076	4,650	396%	16,868	448%

Notes:

Mar 1 - Aug 31 2019: HEART served hungry families living in 43068 and parts of zip codes 43232, 43213, 43227, 43004, and 43230. Hungry families living outside service area were served once and provided the location of pantries near their home. Families from 32 zip codes were served.

Mar 1 - Aug 31 2020: *As an essential service*, HEART served hungry families, regardless of where they lived. Families from 75 zip codes were served.

source: PantryTrak

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is entered into as of August 10, 2020 and sets forth agreements between the City of Reynoldsburg (the “City”) and the HEART Food Pantry, Inc. (HEART), a 501(c)(3) not for profit corporation.

WHEREAS, the City is the recipient of funding from the Federal Government through a program known as the “CARES Act”, which funds are to be used for local expenses related to the coronavirus (COVID-19) pandemic; and,

WHEREAS, HEART is an independent Ohio nonprofit corporation organized for the purpose of assisting individuals and families experiencing food shortages and financial hardship; and,

WHEREAS, the City desires to make a one-time charitable contribution to HEART to be used by HEART for the purposes specified in this Agreement; and,

WHEREAS, HEART desires to accept the charitable contribution and the assignment of the specified purpose.

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

Section 1. Additional Background.

- 1.1 HEART Food Pantry, Inc. is a private not-for-profit organization organized under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), in order to further the charitable intent established by HEART.
- 1.2 The parties desire the contribution made by the Agreement to be made in compliance with all of the applicable provisions of the Code, and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service.

Section 2. Gifts, Contribution, Donation, and Grants.

Within ten days of the consummation of this Contribution Agreement, the City will assign and transfer a cash contribution to HEART of \$23,003.56

Section 3. Covenants – Use of Grant Monies.

HEART agrees that all monies from the City shall be used by HEART only for the Agreed Purpose. “Agreed Purpose” shall be to provide FOOD assistance to individuals or families experiencing hardship due to Covid-19 job loss or illness. Assistance may include, but not limited to the following: Reimbursement for eligible expenses incurred from March 1, 2020 and August 31, 2020.

HEART agrees that it will educate itself on the allowable uses of the program in order to maintain compliance with the proper use of federal funds.

Section 4. Notices

All notices, request, demands, and other communications under this Agreement shall be in writing, and addressed as follows:

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

Cheryl Wooten, Executive Director
HEART Food Pantry, Inc.
6475 E. Main St., Unit 101
Reynoldsburg, Ohio 43068

A Party may change its address for purposes of this Section 4 by giving written notice of the new address in the manner set forth above.

Section 5. Miscellaneous

5.1 This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

5.2 No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

5.3 The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their representatives.

5.5 Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

5.6 This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

5.7 It is the intent of the parties that this Agreement and the contributions contemplated hereby shall for all purposes be treated as a charitable contribution. It is intended that the charitable contributions made by this Agreement be used for the assistance to needy individuals or families.

Section 6. Reporting Requirements

6.1 HEART acknowledges that it has read the allowable uses and will comply with the Cares Act program requirements set forth by the United States Department of Treasury and the Ohio Office of Budget and Management. HEART understands that it is hereby deemed a *pass-through entity* and it is the City of

Reynoldsburg's responsibility to monitor HEART expenses specific to the Cares Act donation for compliance.

6.2 HEART acknowledges any assistance provided to City of Reynoldsburg residents may be only for allowable expenses defined by the United States Department of the Treasury beginning March 1, 2020.

6.3 HEART acknowledges it will incur (expend) all Cares Act money no later than October 15, 2020 and provide a full accounting of Cares Act expenses, including copies of invoices and canceled checks, to the City of Reynoldsburg no later than October 30, 2020. It is also acknowledged that any expenses paid by the HEART which are not considered allowable shall be paid back by HEART thereby reimbursing the City of Reynoldsburg for those unallowable costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF REYNOLDSBURG, a municipal corporation

By: _____
 Name: Joe Begeny _____
 Title: Mayor Date

HEART FOOD PANTRY, INC.

By: _____
 Name: Cheryl Wooten _____
 Title: Executive Director Date

APPROVED AS TO FORM:

 Chris Shook
 City Attorney

CERTIFICATE

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: _____

Stephen M. Cicak, City Auditor

Attachment: CARES Act Agreement, HEART (66-2020 : CARES Act Donation to HEART Food Pantry, Inc.)

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

DATE: September 28, 2020

TO: Development, Parks and Recreation Committee

RE: Fixed Asset Removal Parks and Recreation

Approval:

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

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

Fixed Asset Tag # 1702

VIN # 1B7FL26X4YS755511

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

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

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

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

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

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

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

From the Parks & Recreation Department

Tag #	Item
1702	2000 Dodge Dakota VIN # 1B7FL26X4YS755511
3052	Site Watch Camera--added 9/30/2020

SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items or scraping of said item shall be deposited into the General Fund.

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

Fleet Maintenance Department

09/09/2020

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

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

Other mechanical issues include-

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

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

Thank you

Justin H Jones

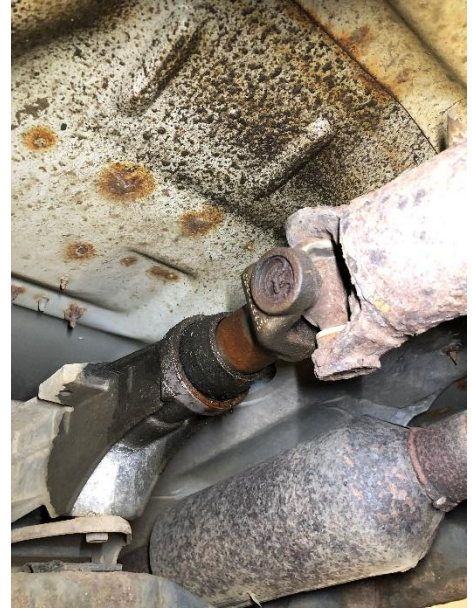
Fleet Maintenance Supervisor

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

Rusted frame section



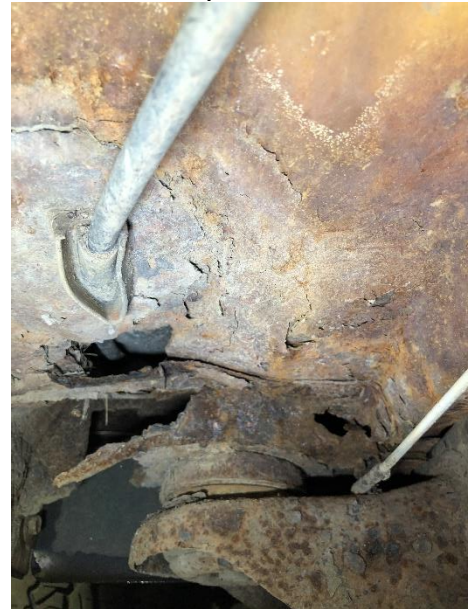
Transmission Output seal



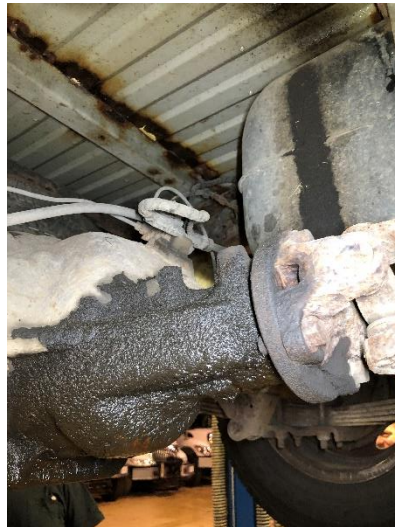
Rusted Transmission Pan



Rusted Body Mount and Floor



Pinion Seal Leak



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

DATE: September 28, 2020

TO: Development, Parks and Recreation Committee

RE: Dissolve REDI and Transfer Funds

Approval:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: September 28, 2020****TO: Curtis Baker, Acting Chief Public Safety, Law and Courts
Committee****RE: Fixed Asset Removal Police Department**

Approval:

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

1909 Ballistic Shield (damage and expired)

2292 Body Wire (outdated and no longer operational)

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

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

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

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the

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

following items from the city's Fixed Asset list:

From the Police Department

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

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

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

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

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: OPWC Grant Agreement

Approval:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: OPWC Contract (OPWC Grant East Main Street)

OPWC Project CC12X/CC13X

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Ohio.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director by the Recipient:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Use of the Project - Qualified Service Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement, whether such shall be oral or written.

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

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

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

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

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

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

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

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

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

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

RECIPIENT

STATE OF OHIO

Ohio Public Works Commission



Joe Begeny, Mayor

Linda S. Bailiff, Director

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

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

Attachment: OPWC Contract (OPWC Grant East Main Street)

Appendix A

Project Completion Schedule, Administration Designation, Description

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

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

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

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

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

Appendix B

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

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

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

a) PROJECT FINANCIAL RESOURCES:

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

b) PROJECT ESTIMATED COSTS:

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

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

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

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

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

Attachment: OPWC Contract (OPWC Grant East Main Street)

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

Disbursement Form - Pa

Disbursement Request # ____

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

AUTHORIZED CERTIFICATIONS

Changes to Project officials must be submitted in writing.

PROJECT MANAGER CERTIFICATION:

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

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

 Andrew Bowsher, Development Director

 Date

 Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

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

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

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

 Stephen Cicak, Auditor

 Joe Begeny, Mayor

CFO Phone: _____

Attachment: OPWC Contract (OPWC Grant East Main Street)

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

Disbursement Form - Pag

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

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

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

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
 PAYEE: _____
 Address: _____
 Phone: (_____) _____ - _____
 Federal Tax ID #: _____

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
 PAYEE: _____
 Address: _____
 Phone: (_____) _____ - _____
 Federal Tax ID #: _____

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
 PAYEE: _____
 Address: _____
 Phone: (_____) _____ - _____
 Federal Tax ID #: _____

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
 PAYEE: _____
 Address: _____
 Phone: (_____) _____ - _____
 Federal Tax ID #: _____

5) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
 PAYEE: _____
 Address: _____
 Phone: (_____) _____ - _____
 Federal Tax ID #: _____

OPWC Use Only

Approved by: _____ Date: _____

Reviewed by: _____

Attachment: OPWC Contract (OPWC Grant East Main Street)

Ohio Public Works Commission
PROMISSORY NOTE

\$502,000
July 01, 2020

City of Reynoldsburg
CC13X

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

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

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

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

By: _____
Stephen Cicak, Auditor

Attachment: OPWC Contract (OPWC Grant East Main Street)

NOTIFICATION OF DISBURSEMENT METHOD

City of Reynoldsburg
East Main Street Roadway Improvements

CC13X
\$502,000

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

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

YOU MUST CHECK ONE OF THE FOLLOWING BOXES:

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

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

Stephen Cicak, Auditor

Date

Attachment: OPWC Contract (OPWC Grant East Main Street)

SAMPLE RESOLUTION

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

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

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

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

Resolution adopted: _____, 20____

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

Stephen Cicak, Auditor

Attachment: OPWC Contract (OPWC Grant East Main Street)



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

Commission Chair

Sandra Tunnell

Director

Linda S. Bailiff

Commissioners

Kimberly Marshall

Halle Jones Capers

Paul Oyaski

Joy Padgett

Randy Riley

July 01, 2020

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

Re: Project No. CC12X/CC13X

Dear Mayor Begeny:

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

- Review the document carefully to be sure you understand your responsibilities and to check that it accurately describes your Project.
- Sign the Agreement where indicated and retain for your records.
- Scan/copy the signature page and return to us by either email to jennifer.kline@pwc.ohio.gov, or by US Mail to the address listed above. Include any changes to officers and minor schedule changes with your transmittal.
- Use the above referenced Project number in your correspondence.

Disbursement requests cannot be approved unless we have received the Agreement signature page and approved the designated vendor if we will directly pay your vendor (vs. reimbursement).

The Project Manager named in the Agreement will receive a separate mailing pertaining to our program requirements detailed on our website at www.pwc.ohio.gov including contractual requirements for bid documents, and reporting of in-kind or force account contributions. Your Chief Fiscal Officer will also receive a mailing pertaining to Project financial information.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614 752-8118, or by email at jennifer.kline@pwc.ohio.gov.

Respectfully,

Linda S. Bailiff
Director

Attachment: OPWC Contract (OPWC Grant East Main Street)



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

<i>Commission Chair</i>	Sandra Tunnell	<i>Director</i>	Linda S. Bailiff
<i>Commissioners</i>	Kimberly Marshall Joy Padgett	Halle Jones Capers Randy Riley	Paul Oyaski

July 01, 2020

Stephen Cicak, Auditor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Project No. CC12X/CC13X

Dear Mr. Cicak:

The City of Reynoldsburg's request for financial assistance has been approved for the Project entitled East Main Street Roadway Improvements in the amount of \$1,999,999. The Project's Chief Executive Officer, Joe Begeny, has been mailed the Agreement for review and execution. You may view the unexecuted Agreement on our website at www.pwc.ohio.gov.

As the Chief Fiscal Officer designated in the Project Agreement, your role in carrying out the Project is important. The following information on our website is available to assist you.

- Instructions for the completion of the Disbursement Request Form. This three-page form must always be signed by the three authorized representatives. If any of the representatives change we must be notified in writing, including the addition of designees or alternates. The disbursement process is also described in Section V of the Project Agreement entitled "Disbursements". Your local share of this Project is defined in Appendix B of the Agreement.
- Auditor of State Technical Bulletin 2002-04 explains the accounting methods to be used for Commission funded Projects.
- A link to the State of Ohio's Enterprise Identity Management System (OH|ID). Any vendor we pay directly must be registered.
- Sample "Payment Confirmation letter". A letter will be mailed to you for all disbursements made for this Project. Letters are mailed monthly about the third week for the prior month's activity. Review your letters and advise us of any errors or omissions.

For Projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and the ODOT. Our office provides the ODOT with the Project Agreement which the ODOT uses as a "letter of credit" in place of the Local Subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with the ODOT, the ODOT will refund the amount of funds offset by the Commission to the Local Subdivision. If this project is an ODOT administered project (ODOT-Let) and ODOT funding is not indicated in the Project Agreement (Appendix B), notify us immediately.

Attachment: OPWC Contract (OPWC Grant East Main Street)

07/01/2020

Page 2

To facilitate timely payments for this Project your vendors are encouraged to enroll for EFT. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through OH|ID. Questions should be directed to them at 877/644-6771.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614 752-8118, or by email at jennifer.kline@pwc.ohio.gov.

Respectfully,



Linda S. Bailiff
Director



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

Commission Chair Sandra Tunnell *Director* Linda S. Bailiff

Commissioners Kimberly Marshall Halle Jones Capers Paul Oyaski
Joy Padgett Randy Riley

July 01, 2020

Andrew Bowsher, Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Re: Project No. CC12X/CC13X

Dear Mr. Bowsher:

The City of Reynoldsburg's request for financial assistance has been approved for the Project entitled East Main Street Roadway Improvements in the amount of \$1,999,999. The Project's Chief Executive Officer, Joe Begeny, has been mailed the Agreement for review and execution. You may view the unexecuted Agreement on our website at www.pwc.ohio.gov.

As the Project Manager designated in the Project Agreement, your role in carrying out the Project is important. Your sign off on the Disbursement Form indicates that the work has been performed and/or materials supplied for the Project, which is the basis for payment by the State of Ohio.

The following information is on our website to assist you:

- Contractual requirements for bid documents.
- In-Kind Contributions Allowable Costs - Information on how to document labor, equipment and materials.
- Instructions for the completion of the Disbursement Request Form. This three-page form must always contain signatures of the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section V of the Project Agreement entitled "Disbursements". The local share of this Project is defined in Appendix B of the Agreement.
- A link to the State of Ohio's Enterprise Identity Management System (OH|ID). Any vendor we pay directly must be registered.
- Advisories

For Projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and the ODOT. Our office provides the ODOT with the Project Agreement which the ODOT uses as a "letter of credit" in place of the local subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with the ODOT, the ODOT will refund the amount of funds offset by the Commission to the local subdivision.

Attachment: OPWC Contract (OPWC Grant East Main Street)

07/01/2020

Page 2

To facilitate timely payments for this Project your vendors are encouraged to enroll for EFT. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through OH|ID. Questions should be directed to them at 877/644-6771.

If you have questions, please contact your Program Representative, Jennifer Kline, at 614 752-8118, or by email at jennifer.kline@pwc.ohio.gov.

Respectfully,



Linda S. Bailiff
Director

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

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: Roadway Responsibility Due to Annexation

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This ordinance is necessary to facilitate the annexation of property in Etna Township into the City of Reynoldsburg by agreement to accept highway responsibility for Summit Road. The annexation would facilitate proposed mixed-use development on the parcel facing Route 40 and single-family homes facing Summit Road. These parcels are in the SW Licking School District.

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

WHEREAS, owners of real property located along Summit Road in Etna Township have expressed a desire to annex into the City of Reynoldsburg corporate limits and will file one or more petitions for annexation with the Licking County Commissioners; and

WHEREAS, as a condition of annexation, Ohio Revised Code Section 709.033(A)(6) requires the annexing municipal corporation to assume maintenance responsibility of any and all highways or streets that will be segmented or divided by such annexation; and

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

WHEREAS, the proposed annexation of parcel numbers 010-018030-00.001 and 010-018030-00.000 (the “Emswiler parcels”) will segment Summit Road from parcels to the North and South of the Emswiler parcels and from parcels directly across Summit Road to the East, which are all located in Etna Township; and

WHEREAS, upon annexation of the Emswiler parcels, the City shall assume responsibility for all areas associated with Summit Road between the Northern and Southern boundary lines of the Emswiler parcels; and

WHEREAS, the Council of the City of Reynoldsburg has determined that it has the necessary resources to maintain such roads upon annexation of the proposed territory into the City of Reynoldsburg.

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

SECTION 1: The City of Reynoldsburg hereby agrees it will assume maintenance responsibility, including, but not limited to, paving, striping, drainage, installation and maintenance of traffic control devices, and snow removal, of the full width of Summit Road from the Southern-most boundary of Parcel Number 010-018030-00.001 and the Northern-most boundary of Parcel Number 010-018030-00.000 upon annexation into the city of Reynoldsburg, as shown on the map attached as Exhibit A.

SECTION 2. The maintenance responsibilities assumed by the City of Reynoldsburg in Section 1 above shall commence from and after the effective date of the annexation of the Emswiler parcels.

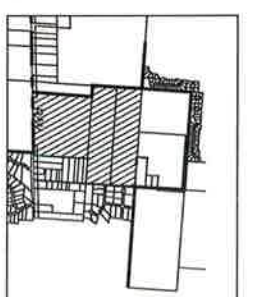
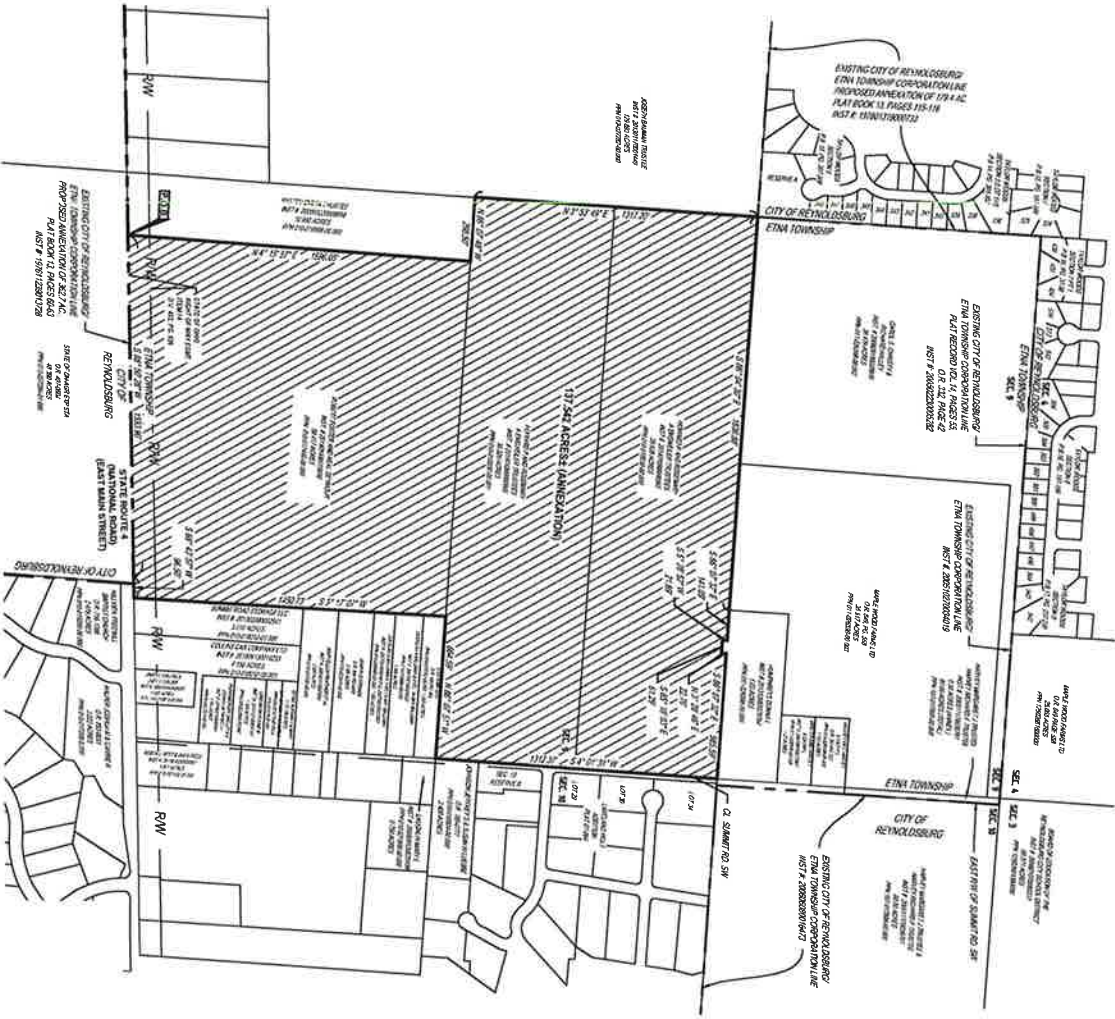
SECTION 3. The City of Reynoldsburg hereby agrees to indemnify and hold harmless Etna Township and Licking County and their employees [as defined in R.C. 2744.01(B)] from any and all suits, claims, demands, costs, damages, attorney fees, charges, liabilities and expenses whatsoever which Enta and Licking County may at any time sustain or incur or become

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

liable for by reason of or in consequence of injury or death to person or property arising from said City's maintenance of, or failure to properly maintain these sections of Summit Road following their respective annexations, as shown on the map attached as Exhibit A.

SECTION 4: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

PROPOSED ANNEXATION OF 137.542+ ACRES
FROM ETNA TOWNSHIP
TO THE CITY OF REYNOLDSBURG
SITUATED IN THE STATE OF OHIO, COUNTY OF LICKING, TOWNSHIP OF ETNA
BEING PARTS OF SECTION 9, TOWNSHIP 16, RANGE 20, REFUGEE LANDS



VICINITY MAP, NOT TO SCALE

PROPOSED ANNEXATION
OF 137.542+ ACRES TO THE CITY OF REYNOLDSBURG

THE WRITER HAS MADE EXAMINATION OF THE RECORDS OF THE CITY OF REYNOLDSBURG, OHIO, AND HAS FOUND THAT THE RECORDS OF THE CITY OF REYNOLDSBURG, OHIO, DO NOT SHOW THE BOUNDARIES OF THE TERRITORY BEING ANNEXED. THE WRITER HAS THEREFORE MADE A FIELD SURVEY OF THE TERRITORY BEING ANNEXED, AND HAS FOUND THAT THE BOUNDARIES OF THE TERRITORY BEING ANNEXED ARE AS SHOWN ON THE MAP OF THE CITY OF REYNOLDSBURG, OHIO, AS REVISED CODE.

WITNESSED THIS _____ DAY OF _____, 2020, AT _____, OHIO.

COMMISSIONER
CITY OF REYNOLDSBURG

COMMISSIONER
CITY OF REYNOLDSBURG

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CITY OF REYNOLDSBURG



137.542+ ANNEXATION

STATE ROUTE 40		LICKING COUNTY, OHIO	
SCALE: 1"=400'	DATE: 07/14/2020		
DESIGN: N/A	JOB NO.: 75163		
DRAWN: RSL	SHEET NO.: 1 OF 1		
CHECKED: M/W			
CESO www.cesoinc.com			

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: Worker's Compensation Agreement for Community Service Workers

Approval:

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

This ordinance allows the City to monitor community service hours by participants through the Mayor's Court while providing workers' compensation coverage and protecting the City from lawsuits for injury.

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

WHEREAS, the City of Reynoldsburg recently hired its first Criminal Justice and Recovery Court Administrator, who will, among other responsibilities, supervise individuals who are ordered to or have agreed to perform community service through the Reynoldsburg Mayor's Court;

WHEREAS, it is desirable to include said individuals under the City's Workers' Compensation coverage in the event of injury suffered while performing community service; and

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

WHEREAS, Ohio Revised Code Section 4123.03 and permits a political subdivision to contract with the Ohio Bureau of Workers' Compensation for workers' compensation coverage of persons not otherwise covered under workers' compensation law and any political subdivision that does not secure workers' compensation coverage for persons performing community service confinement it may not assert immunity and may be considered a non-complying employer.

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

Section 1. The Council of the City of Reynoldsburg, Ohio does hereby approve the Contract as set forth above. A copy of the contract will be on file with the Reynoldsburg Mayor's Court Clerk of Court.

Section 2. The Criminal Justice Administrator is hereby directed to submit to the Auditor's Office on a quarterly basis the names of individuals who have performed community service hours as ordered or agreed upon through the Reynoldsburg Mayor's Court.

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



**Bureau of Workers'
Compensation**

Contract for Coverage of State Agency or Political Subdivision

Pursuant to O.R.C. 4123

This Contract by and between Ohio Bureau of Workers' Compensation (BWC) and _____, a state agency of the State of Ohio, or a political subdivision of the State of Ohio, hereinafter referred to as the State Agency and Public Employer; is entered into pursuant to the authority contained in Section 4123.03, Ohio Revised Code (ORC).

In consideration of mutual promises, agreements, and covenants herein contained:

- 1) The Public Employer agrees to submit with this contract at the time of the execution hereof a copy of the official action of the subdivision authorizing the execution of this contract. If this contract is being executed on behalf of a State Agency, the administrator, director or other top official of such agency authorized to execute contracts on behalf of such agency shall sign the contract;
- 2) The State Agency or Public Employer agrees to maintain at the outset of this contract and update throughout the entire term of this contract a list of names, along with addresses, and any other information needed to identify and verify any persons covered under this contract including termination dates for all individuals; and the employer shall make any such roster available to the bureau upon request;
- 3) BWC agrees to extend the benefits of the workers' compensation law under Chapter 4123, ORC, to such listed persons as may sustain injuries or occupational diseases in the course of and arising out of such services to the Employer, subject to all the provisions of Chapter 4123, ORC, provided that such persons were listed on the roster prior to occurrence of the injury or the inception of the occupational disease;
- 4) BWC agrees that the wage base for reporting payroll for premium purposes be as follows: The base to which the rate shall be applied to probationers shall be the State of Ohio minimum hourly wage provided by law, times the total hours worked for each probationer. Volunteer workers providing services in educational, welfare, social, and medical programs of the employer shall be reported at a base equal to the State of Ohio minimum wage, and never less than 20 hours per week, per volunteer; and that the Public Employer's resolution specifically define all categories of employees for which contract coverage is desired; and that the Public Employer agrees to maintain adequate records to support the reporting of wages, allowances, or any other type of remuneration, the payment of premium;
- 5) If this contract is being executed on behalf of a State Agency, it is mutually agreed that no payroll is to be reported for persons qualifying for workers' compensation benefits under the terms of this contract for premium rate-making purpose due to the state agency employer rate making methodology that calculates a rate representing paying dollar for dollar for all claim costs, and all claim costs will be added to the current rate making methodology;
- 6) It is mutually agreed that premium for Public Employer with respect to each person reported for coverage as herein provided shall be deemed earned when the coverage is extended, and no premium will be refunded upon termination of coverage for any cause provided. However, a premium refund will be made where the refund is occasioned by an adjustment in the premium rate;
- 7) BWC agrees to bill the Public Employer for the premium due under this contract at the time and in the manner applicable to the collection of premium due from the Public Employer by reason of the services of the employees;
- 8) The Employer agrees to submit the same applications for benefits as regular public employees, but shall designate in a prominent place on such application that it is for a "U 69 volunteer, probationer, etc.;"
- 9) BWC agrees to compute the average weekly wage, the base for the payment of benefits, in accordance with Section 4123.61, ORC, taking into consideration the wage earnings from sources other than the services rendered under this contract coverage;
- 10) The contract shall be in effect from and after the date BWC receives the contract;
- 11) It is further mutually agreed that either party may terminate this contract by notifying the other party in writing, by certified mail, of its intention to terminate. Said termination shall take effect on the date fixed in the written notification but no less than 30 days after the mailing of said notification. Upon termination, the rights, duties, and liabilities of each party shall cease except as to injuries occurring before the date of termination.

In witness whereof, the administrator of BWC for BWC and the top official of the state agency of the State of Ohio; or official of the political subdivision of the State of Ohio duly authorized by such agency; or subdivision and having the authority to execute the contract under the laws of the State of Ohio do execute this contract by affixing their signatures hereto.

Administrator

Ohio Bureau of Workers' Compensation

Date

Policy number	Date
Signature	
Title	

Attachment: BWC U-69 Form (Community Service, Worker's Compensation Agreement)

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: CARES Act Appropriation

Approval:

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

Emergency/Suspension: Emergency

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

Explanation of legislation and need: Time is of the essence as this Ordinance must be passed for the City to be able to use CARES Act funding for unanticipated expenses associated with the COVID-19 pandemic. These funds must be used or returned by the end of the year.

The purpose of this Ordinance is to appropriate the balance of the unappropriated funds from the CARES Act Funds for the City for the purpose of funding COVID-19 related expenses for the City.

**AN ORDINANCE TO APPROPRIATE MONIES FROM THE CARES ACT FUNDS
FOR COVID-19 PANDEMIC RELATED EXPENSES OF THE CITY OF
REYNOLDSBURG,**

AND DECLARING AN EMERGENCY

WHEREAS, to properly, efficiently, and expeditiously conduct the financial business of the City of Reynoldsburg, Ohio and the best interests and welfare of its citizens, there is a need to appropriate the balance of the unappropriated CARES Act funds; and

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

WHEREAS, each Department in the City of Reynoldsburg has been maintaining an accounting of any and all expenses associated with the COVID-19 pandemic; and

WHEREAS, the City of Reynoldsburg Auditor of the City of Reynoldsburg shall be authorized to make to make necessary transfers as needed for COVID-19 expenses incurred by the City; and

WHEREAS, funds have been received by the City of Reynoldsburg from the CARES Act, which must be appropriated as soon as possible to avoid the risk of losing access to and the use of such funds as needed without unnecessary delay in these unique times.

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

SECTION 1: There is hereby made an appropriation to account number 203.000.5529 Miscellaneous Distribution of the unappropriated balance of the CARES Act Fund, Franklin County, in the amount of \$1,159,459.24 for COVID-19 expenses incurred by the City of Reynoldsburg.

SECTION 2: There is hereby made an appropriation, to account number 204.000.5529 Miscellaneous Distribution of the unappropriated balance of the CARES Act Fund, Licking County, in the amount of \$7,297.22 for COVID-19 expenses incurred by the City of Reynoldsburg

SECTION 3: There is hereby made an appropriation, to account number 205.000.5529 Miscellaneous Distribution of the unappropriated balance of the CARES Act Fund, Fairfield County, in the amount of \$12,919.37 for COVID-19 expenses incurred by the City of Reynoldsburg

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

SECTION 4: That, for the reasons set forth in the preamble, this Ordinance is hereby declared to be an emergency measure, necessary for the preservation, health, safety, and welfare of the Citizens of the City of Reynoldsburg, such emergency arising out of the immediate need for the passage of this legislation to be in compliance with the CARES Act, such that this Ordinance should take effect and be in force immediately from and after its passage and approval by the Mayor.

Mayor's Office

Joe Begeny
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226867 Phone

ORDINANCE REQUEST

DATE: September 28, 2020

TO: Development, Parks and Recreation Committee

RE: TIF Agreement for Waggoner Road

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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AN ORDINANCE CREATING THE WAGGONER ROAD TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT

WHEREAS, this Council desires to facilitate the development of a residential subdivision with approximately 354 single-family homes within the City in order to increase available housing options within the City (the "Project"); and

WHEREAS, in order to facilitate and accommodate the full development of the Project, it is necessary to construct certain public infrastructure improvements; and

Mayor's Office

Joe Begeny

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226867 Phone

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Waggoner Road Incentive District #1, the Waggoner Incentive District #2, the Waggoner Incentive District #3, the Waggoner Incentive District #4, the Waggoner Incentive District #5 and the Waggoner Incentive District #6 (each an “Incentive District” and collectively the “Incentive Districts”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”); and

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

SECTION 1. Incentive District Findings and Determinations; Creation of Incentive Districts. This Council hereby: (I) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (b) that each Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements, including, without limitation, Waggoner Road, (iv) finds and determines that the City sent written notice of the public hearing regarding this ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to exclude that owner’s property from the Incentive District and (vi) finds and determines that

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Joe Begeny

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notice of this ordinance has been delivered to the Boards of Education of Reynoldsburg City Schools and the Eastland-Fairfield Career and Technical Schools in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83. This Council further finds that the sum of the taxable value of real property in the Incentive Districts for tax year 2019 and the taxable value of all real property in the City that would have been taxable in tax year 2019 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does not exceed twenty-five percent of the taxable value of real property within the City for tax year 2019. Pursuant to the TIF Act, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels in each Incentive District (the “Public Infrastructure Improvements”): roadway improvements (including, without limitation, improvements to Waggoner Road), water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, parks and recreation facilities located within one mile of any Incentive District, and all appurtenances thereto. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

SECTION 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year in which at least \$2,000,000 of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within the Incentive District were it not for the exemption granted in this ordinance and ends on the earlier of (a) 10 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the “Incentive District Life”).

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in ORC Section 5709.40(A)) is a public purpose, with 75% of such

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Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this ordinance.

SECTION 5. Pursuant to ORC Section 5709.40(F)(13), this Council finds that there shall be distributed, from service payments received, to the Board of Trustees for the Township of Truro an amount equal to the amount of taxes from the increase in the effective tax rate of any renewal or

replacement levy adopted on or after January 1, 2006 that would have been payable to that taxing authority to the extent the proceeds are used for the purpose of funding fire, emergency medical, and ambulance services. Such amount shall be distributed, pursuant to ORC Section 5709.42(C), by the county treasurer.

SECTION 6. TIF Fund. This Council hereby establishes the Waggoner Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected

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and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 7. Distribution of Funds. Pursuant to the TIF Act, during the Incentive District Life for each Incentive District, the County Treasurer is requested to distribute all Service Payments and Property Tax Rollback Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 8. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 10. Effective Date. This ordinance is effective on the earliest date permitted by law.

EXHIBIT A

MAPS OF THE INCENTIVE DISTRICTS

The following parcels of real estate situated in the City of Reynoldsburg are included in each of the Incentive Districts shown on the following maps (current tax parcel 263-000174):



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

July 27, 2020

Attachment: Waggoner Economic Development Plan (TIF Agreement Waggoner Road)

The Plan

The purpose of this Economic Development Plan (this “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of Reynoldsburg, Ohio (the “City”).

Proposed Development

This Plan relates to a 354 lot residential development in the City on approximately 135 acres, approximately 40 acres of which will be set aside for open space.

The property, referred to herein as the “Waggoner Road Incentive Districts” or the “Property” is currently undeveloped – there are no buildings or structures on the Property. Creating a new, single family residential development, architecturally integrated with homes on surrounding property, will help increase property values in the area and increase housing options in the City.

The current development plan for the Property is contained in Attachment A.

Proposed Incentive District

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the “Incentive Districts”) encompassing the proposed residential development. The Incentive Districts will help to: (1) use quality architecture and design; (2) permit the development of high quality, single-unit housing; (3) enhance the City’s roadway system by providing for public infrastructure including roads, water, sewer, and storm drainage improvements, as well as sidewalks and landscaped open spaces; (4) create a neighborhood that will continue to grow over time; and (5) increase the City’s collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, the following improvements: roadway improvements (including, without limitation, improvements to Waggoner Road), water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, and all appurtenances thereto.

The public infrastructure improvements, especially to Waggoner Road, will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock.

The City will benefit as a whole from the creation of a new neighborhood of 354 single family lots and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential development described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential development will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive District will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential development will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop a residential subdivision with approximately 354 single-family homes within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps are less than 300 acres in size and have a continuous boundary. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

City
Engineer

City of Reynoldsburg, Ohio

City Engineer

**City of Reynoldsburg, Ohio
Waggoner Road TIF
Estimated Schedule of Events**

<u>Event</u>	<u>Date</u>	<u>Status</u>
First reading of the TIF Ordinance Notice provide to schools.	July 27, City Council Meeting	
Notice provided to all property owners in the proposed incentive district with final map (At least 30 days before hearing)	By August 14	
Hearing held and second reading of TIF Ordinance	September 14, City Council Meeting	
Third reading and passage of TIF Ordinance	October 26, City Council Meeting	
TIF Ordinance filed with ODSA	By November 9	

Attachment: TIF Schedule (TIF Agreement Waggoner Road)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

Development Buildout Assumptions and Illustrative Market Values (1)

	Property Type	Construction Start Date	Construction Completion Date	Units	Illustrative Value Per Unit	Illustrative Construction Value	Illustrative Market Value (2)
Phase 1 Single Family	Residential	6/1/2021	6/1/2022	88 units	\$310,000	\$27,280,000	\$27,280,000
Phase 2 Single Family	Residential	6/1/2022	6/1/2023	88 units	\$310,000	27,280,000	27,280,000
Phase 3 Single Family	Residential	6/1/2024	6/1/2025	89 units	\$310,000	27,590,000	27,590,000
Phase 4 Single Family	Residential	6/1/2026	6/1/2027	89 units	\$310,000	27,590,000	27,590,000
Total				354 units		<u>\$109,740,000</u>	<u>\$109,740,000</u>
Total Residential Value						\$109,740,000	\$109,740,000
Total Commercial Value						-	-
Total Illustrative Value All Phases						<u>\$109,740,000</u>	<u>\$109,740,000</u>

(1) All values are illustrative. Changes to the assumptions outlined above may have a material effect on the tax increment revenue illustrations included in this analysis.
(2) Illustrative Market Value equals 100% of Illustrative Construction Value. Actual Assessed Value will be determined by the Franklin County Auditor upon completion of projects.

(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

REAL PROPERTY TAX RATES (1)(2)

Taxing District	Levy Name	Res/Ag Effective Rate	Protected Millage (3)
Franklin County	GENERAL FUND	1.470000	-
	2004 CHILDREN SERVICES	1.561777	-
	2005 ZOOLOGICAL	0.619713	-
	2006 ADAMH BOARD	1.954473	-
	2008 DEVELOPMENTAL DISABILITIES	3.109389	1.643534
	2009 CHILDREN SERVICES	2.754030	-
	2012 DEVELOPMENTAL DISABILITIES	3.109389	-
	2012 OFFICE ON AGING	1.154916	0.399778
	2017 OFFICE ON AGING	0.400878	0.400878
	2019 METRO PARK	0.947865	0.299325
Subtotal		17.082430	2.743515
Reynoldsburg CSD	GENERAL FUND	1.100000	-
	GENERAL FUND	5.300000	-
	1976 CURRENT EXPENSE	0.572791	-
	1976 CURRENT EXPENSE	0.602938	-
	1976 CURRENT EXPENSE	0.813966	-
	1976 CURRENT EXPENSE	0.844113	-
	1976 CURRENT EXPENSE	1.175729	-
	1976 CURRENT EXPENSE	1.627932	-
	1977 CURRENT EXPENSE	1.477252	-
	1985 CURRENT EXPENSE	4.374968	-
	1986 CURRENT EXPENSE	2.086317	-
	1997 CURRENT EXPENSE	4.530621	-
	2002 BOND (\$33,000,000)	3.580000	-
	2004 BOND (\$20,950,000)	3.180000	-
	2008 BOND (\$56,000,000)	4.490000	-
	2008 PERMANENT IMPROVEMENT	0.439228	-
	2010 CURRENT EXPENSE (RC 5705.212)	6.061353	-
	2011 CURRENT EXPENSE (RC 5705.212)	0.878457	-
	2012 CURRENT EXPENSE (RC 5705.212)	0.878457	-
	2013 CURRENT EXPENSE (RC 5705.212)	0.878457	-
Subtotal		44.892579	-
Eastland JVSD	1978 CURRENT EXPENSE	1.200000	-
	1998 CURRENT EXPENSE	0.800000	-
Subtotal		2.000000	-
Truro Township	GENERAL FUND	0.200000	-
	1976 FIRE	0.222766	-
	1976 FIRE	0.318238	-
	1976 FIRE	0.636476	-
	1980 FIRE	0.556809	-
	1984 FIRE	0.894068	-
	1988 FIRE	1.671192	-
	2005 FIRE & E.M.S.	1.959353	-
	2007 FIRE & E.M.S.	3.562460	-
	2012 FIRE & E.M.S.	3.473398	3.473398
	2016 CURRENT EXPENSE	2.226537	2.226537
Subtotal		15.721297	5.699935
City of Reynoldsburg	GENERAL FUND	0.150000	-
	GENERAL FUND	0.250000	-
	POLICE PENSION	0.300000	-
Subtotal		0.700000	-
Columbus-Franklin County Library District	2010 CURRENT EXPENSE	2.497902	0.535264
Subtotal		2.497902	0.535264
Total Effective Rate Collection Year 2020		82.894208	8.978714
Less: County Protected Millage		(2.743515)	
Less: Township Protected Millage		(5.699935)	
Less: Library District Protected Millage		(0.535264)	
Estimated Net Effective Rate Collection Year 2020 (3)		73.915494	

(1) Per the State of Ohio Department of Taxation, as of February 17, 2020. Represents tax year 2019, collection year 2020 information.

(2) Stated voted bond millage may expire after collection year 2020 before the full term of the illustrative TIF. Reductions in effective millage will materially impact the illustrative cash flows.

(3) Protected Millage: certain levies are not captured by an Incentive District TIF and are to be paid to respective subdivision(s) in the amount of revenue generated by the entire millage of any newly approved additional levies, plus the increase in the effective rate (over the January 1, 2006 rate) of any renewal or replacement levies, passed by the electors on or after January 1, 2006.

(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

ILLUSTRATIVE MARKET VALUES AND TIF SERVICE PAYMENTS
10 year - 75% TIF

Construction Completion Year	Tax Year	Collection Year	Phase 1	Phase 2	Phase 3	Phase 4	Total Residential	Total Residential	Residential	Exemption	TIF Service Payments	
			Market Value	Market Value	Market Value	Market Value	Market Value	Assessed Value	Effective Millage	Amount	Annual	Cumulative
			(1)	(1)	(1)	(1)	(1)		(2)		(3)	
2022	2023	2024	\$27,280,000				\$27,280,000	\$9,548,000	73.915494	75.00%	\$529,309	\$529,309
2023	2024	2025	27,280,000	\$27,280,000			54,560,000	19,096,000	73.915494	75.00%	1,058,618	1,587,927
2024	2025	2026	27,280,000	27,280,000			54,560,000	19,096,000	73.915494	75.00%	1,058,618	2,646,544
2025	2026	2027	27,280,000	27,280,000	\$27,590,000		82,150,000	28,752,500	73.915494	75.00%	1,593,941	4,240,486
2026	2027	2028	27,280,000	27,280,000	27,590,000		82,150,000	28,752,500	73.915494	75.00%	1,593,941	5,834,427
2027	2028	2029	27,280,000	27,280,000	27,590,000	\$27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	7,963,692
2028	2029	2030	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	10,092,957
2029	2030	2031	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	12,222,223
2030	2031	2032	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	14,351,488
2031	2032	2033	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	73.915494	75.00%	2,129,265	16,480,753
2032	2033	2034		27,280,000	27,590,000	27,590,000	82,460,000	28,861,000	73.915494	75.00%	1,599,956	18,080,709
2033	2034	2035			27,590,000	27,590,000	55,180,000	19,313,000	73.915494	75.00%	1,070,647	19,151,357
2034	2035	2036			27,590,000	27,590,000	55,180,000	19,313,000	73.915494	75.00%	1,070,647	20,222,004
2035	2036	2037				27,590,000	27,590,000	9,656,500	73.915494	75.00%	535,324	20,757,328
2036	2037	2038				27,590,000	27,590,000	9,656,500	73.915494	75.00%	535,324	21,292,652
Total Illustrative Revenue											<u>\$21,292,652</u>	
Net Present Value at 5.00%											<u>\$14,789,326</u>	

(1) See page 2.
(2) See page 3.
(3) Assumes the total millage rate stays constant for the life of the Illustrative TIF after collection year 2024. Assumes four separate 10-year TIF areas starting with first collection in 2024.

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

ILLUSTRATIVE MARKET VALUES AND TIF SERVICE PAYMENTS

30 year - 100% Non-School TIF

Construction Completion Year	Tax Year	Collection Year	Phase 1	Phase 2	Phase 3	Phase 4	Total	Total	Residential Effective Millage	Exemption Amount	TIF Service Payments	
			Market Value	Market Value	Market Value	Market Value	Residential Market Value	Residential Assessed Value			Annual	Cumulative
			(1)	(1)	(1)	(1)	(1)		(2) (3)		(4)	
2022	2023	2024	\$27,280,000				\$27,280,000	\$9,548,000	27.022915	100.00%	\$258,015	\$258,015
2023	2024	2025	27,280,000	\$27,280,000			54,560,000	19,096,000	27.022915	100.00%	516,030	774,044
2024	2025	2026	27,280,000	27,280,000			54,560,000	19,096,000	27.022915	100.00%	516,030	1,290,074
2025	2026	2027	27,280,000	27,280,000	\$27,590,000		82,150,000	28,752,500	27.022915	100.00%	776,976	2,067,050
2026	2027	2028	27,280,000	27,280,000	27,590,000		82,150,000	28,752,500	27.022915	100.00%	776,976	2,844,027
2027	2028	2029	27,280,000	27,280,000	27,590,000	\$27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	3,881,950
2028	2029	2030	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	4,919,873
2029	2030	2031	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	5,957,796
2030	2031	2032	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	6,995,719
2031	2032	2033	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	27.022915	100.00%	1,037,923	8,033,642
2032	2033	2034	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	8,796,194
2033	2034	2035	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	9,558,745
2034	2035	2036	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	10,321,297
2035	2036	2037	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	11,083,848
2036	2037	2038	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	11,846,400
2037	2038	2039	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	12,608,951
2038	2039	2040	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	13,371,503
2039	2040	2041	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	14,134,054
2040	2041	2042	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	14,896,605
2041	2042	2043	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	15,659,157
2042	2043	2044	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	16,421,708
2043	2044	2045	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	17,184,260
2044	2045	2046	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	17,946,811
2045	2046	2047	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	18,709,363
2046	2047	2048	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	19,471,914
2047	2048	2049	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	20,234,466
2048	2049	2050	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	20,997,017
2049	2050	2051	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	21,759,568
2050	2051	2052	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	22,522,120
2051	2052	2053	27,280,000	27,280,000	27,590,000	27,590,000	109,740,000	38,409,000	19.853458	100.00%	762,551	23,284,671
2052	2053	2054		27,280,000	27,590,000	27,590,000	82,460,000	28,861,000	19.853458	100.00%	572,991	23,857,662
2053	2054	2055			27,590,000	27,590,000	55,180,000	19,313,000	19.853458	100.00%	383,430	24,241,092
2054	2055	2056			27,590,000	27,590,000	55,180,000	19,313,000	19.853458	100.00%	383,430	24,624,522
2055	2056	2057				27,590,000	27,590,000	9,656,500	19.853458	100.00%	191,715	24,816,237
2056	2057	2058				27,590,000	27,590,000	9,656,500	19.853458	100.00%	191,715	25,007,951

Total Illustrative Revenue

\$25,007,951

Net Present Value at 5.00%

\$12,117,138

(1) See page 2.

(2) See page 3. Assumes net effective millage rate, less School District and JVSD effective millage for years 1-10.

(3) See page 3. Assumes net effective millage rate, less School District, JVSD and less half of County effective millage for years 11-30.

(4) Assumes the total millage rate stays constant for the life of the Illustrative TIF after collection year 2024. Assumes a 30-year TIF area starting with first collection in 2024.

(Preliminary - Subject to Change)
(For Internal Use Only)

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

DATE: September 28, 2020

TO: Public Safety, Law and Courts Committee

RE: Establish a Civilian Review Board

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This item would establish the Civilian Review Board and the requirements for membership, jurisdiction, and procedures.

**AN ORDINANCE TO ESTABLISH CHAPTER 163, CIVILIAN REVIEW BOARD, OF
THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG**

§ 163.01 Intent

The City of Reynoldsburg feels that it is important to maintain public safety and public confidence in law enforcement that allegations of misconduct against the public are being thoroughly investigated and evaluated by an independent board.

§ 163.03 Citizen Review BoardA. Board Members

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1. The Civilian Review Board shall consist of nine (9) voluntary members who will be reflective of diverse regions and character of the community.
2. Each of the four (4) wards will be represented by one member, who shall be nominated by the ward councilperson. These four members will serve a two (2) year term.
3. The Mayor will nominate five (5) members. One (1) of the members must be a practicing attorney, one (1) member must have a law enforcement background but not active with the Reynoldsburg Division of Police, one (1) member must have a background in human resources, and at least two (2) members must be representatives a minority race or ethnicity in the City of Reynoldsburg as determined by the results of the most recent decennial United States Census. The minority members may be representatives of the same race or ethnicity.
 - a. "Law enforcement background" shall be defined as at least 5 years serving in a non-civilian capacity with a recognized law enforcement agency in the State of Ohio.
 - b. "Minority race or ethnicity" is defined as any race or ethnicity identified by the United States Census other than the racial or ethnic identity that represents a plurality, or highest percentage, of residents in the City.
4. Nominations shall be submitted to City Council, who shall vote on the confirmation of the nominee at the next scheduled City Council meeting. A simple majority vote is needed to confirm a nominee.
5. In the event a nominee fails to receive a majority vote, Council shall repeat the process with a new nominee until an appointment is confirmed by majority vote.

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6. All appointees and sitting board members shall be residents of the City of Reynoldsburg, shall not be employed by the City or any of its authorities, shall not be a current member of the City Council, and shall serve without compensation. Board members may, however, be reimbursed for expenses incurred in the direct implementation of the Board's responsibilities. Persons appointed to the Board shall be fair-minded and committed to the efficient and effective operation of the Board.
7. In the event an appointee is confirmed to be a member of the Board they shall maintain their city residency in order to maintain the ability to serve as a member of the board. A member who ceases to be a resident of the city of Reynoldsburg shall no longer be eligible to be a member of the Board effective the day they move from the City. Any member planning to move from the City of Reynoldsburg shall notify the Board Chair of this intent.
 - a. Upon receipt of said notice, the Chair shall take appropriate action to notify all other board members, the Mayor, City Council, and the City Attorney that a vacancy exists on the Board.

B. Appointment of Members and Vacancies

1. Once a member's term is over, the council or the mayor will nominate another member at the first council meeting of the year. Members may be re-appointed for consecutive terms. Any new member must fulfill the qualifications and capacity of the departing member set forth in section (A)(2) and (3). Any continuing member must repeat the training set forth in Section 163.03(F).
2. Any of the following circumstances shall lead to a vacancy on the board:
 - a. Expiration of the member's term, death, or resignation of the member.
 - b. Removal by a majority of the Board for cause, upon notice and hearing, for neglect of duty or malfeasance in office. Neglect of duty and malfeasance in

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the office includes an unexcused absence of the member from three consecutive regular meetings of the Board; unexcused absence of the member from one-third or greater of the regular meetings of the Board over the course of the most recent twelve-month period; or combination of excused and unexcused absences of the member from a sufficient number of meetings as to compromise the Board member's ability to faithfully and fully carry out the member's responsibilities to the Board and Reynoldsburg community; or failure to attend and satisfactorily complete the required training course within six months of the beginning of a member's service on the Board.

3. Vacancies during a term shall be filled in the same manner as original appointments for the unexpired term.
4. A Board member who desires to resign shall notify the Chair, the Mayor, and the City Attorney of the resignation. If the Board becomes aware of a circumstance giving rise to a vacancy, other than expiration of a member's term or notice of resignation as outlined above, the Board Chair shall notify the Mayor and the Clerk of Council as soon as possible.

C. Officers

1. The Board shall select annually one member of the Board to serve as its Chair and one member of the Board as Vice-Chair.
 - a. Selection shall be through a majority vote of Board members, during a meeting that is open to the public.
 - b. No person shall serve more than two consecutive one-year terms in each position
2. Duties and Powers of the Chair

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- a. The Chair shall preside over all meetings of the Board and shall have the right to vote on all questions.
- b. The Chair shall ensure that all municipal and state laws pertaining to the activities and rulings of the Board are faithfully executed.
- c. The Chair shall act as the spokesperson in all matters pertaining to the Board.
- d. The Chair shall sign all documents on behalf of the Board after approval by the Board.
- e. The Chair shall perform such other duties and responsibilities imposed upon him or her by the Board.

3. Duties and Powers of the Vice-Chair

- a. If at any time the Chair is absent from a meeting for any reason or is unable or unwilling to perform his/her duties, whether within a meeting or outside a meeting, the Vice-Chair shall perform all the duties of the Chair with the same force and effect as if performed by the Chair.

4. Chair Pro Tem

- a. If both Chairs are absent at any meeting of the Board and have not selected a Chair Pro Tem, the Board shall select a Chair Pro Tem who shall perform all the duties of the Chair for that specific meeting only.

5. City Clerk of Council

- a. The City Clerk of Council shall keep a true and correct record of all proceedings of the Board.

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D. Attendance and Participation

1. Board members have a duty to use best efforts to attend all regularly-scheduled Board meetings.
2. Board members have a duty to use all reasonable efforts to attend any special, emergency, or other similar meetings that are not regularly scheduled.
3. If a Board member cannot attend a meeting or other function of the Board where official business will be conducted, the Board member must provide notice to the Board Chair and the Board's Administrative Coordinator as soon as possible. The Chair will have the discretion to classify absences as excused or unexcused.
4. An absence about which the Chair and the City Clerk have received advance notice of more than 72 hours will be presumed to be excused unless the Chair identifies emergency or other extenuating circumstances that warrant the absence being classified as an excused absence.
5. The City Clerk of Council will track all Board member absences in an electronic database.
6. Board members have a duty to be responsive to communications from the Board, other Board members, and the Board's staff, including but not limited to telephone, electronic, and other communications.

E. Budget

1. The Mayor shall oversee the budget on behalf of, and with guidance from, the Board.

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2. The Budget for the Board shall be included in the annual budget for the City.

F. Training

1. Once members of the Citizen Review Board are appointed they shall have six (6) months to complete the Reynoldsburg Civilian Police Academy training program and, at minimum, a 4-hour “ride along” with an officer of the Division of Police.
2. The purpose of this training requirement is for each Board member to gain some experience and insight to the unique job functions of a law enforcement officer in the community.
3. If either of the training requirements are not available, for any reason, the Division of Police shall determine an appropriate substitute level of training.

G. Structure of Meetings

1. The structure of meetings shall be set by rules adopted by the commission, consistent with the Ohio open meetings laws.
2. The Board shall be scheduled to meet at least once a month. Meetings may be cancelled if there are no agenda items for discussion.
3. Special meetings of the Board may be held with at least seven (7) days notice consistent with the notice requirements of the City Charter.

H. Quorum and Voting

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1. Two-thirds of members currently appointed to the Board shall constitute a quorum.
2. The affirmative vote of the majority of members present shall be required to carry a motion, proposal, or recommendation, unless provided otherwise in this Chapter.

§ 163.05 Authority, Jurisdiction, Duties, and Responsibilities

- A. The Board has the power to receive, cause investigation of, and recommend resolution of any and all complaints filed with it alleging discriminatory conduct by officers and non-sworn employees of the Reynoldsburg Division of Police, regardless of their duty status, when such discriminatory conduct is directed toward any person who is not a Division of Police employee.
- B. “Discriminatory conduct” shall be defined as discrimination or bias directed toward any person who is not a Division of Police employee on the basis of that person’s race, color, sex, sexual orientation, gender identity or expression, religion, national origin, disability, ancestry, familial status or military status.
- C. The Board shall not have jurisdiction regarding complaints alleging discriminatory conduct by civilian employees of the Division of Police.

§ 163.07 Complaint Procedure

A. Filing Complaints

1. All complaints of the type referenced in Section 163.05 shall first be filed with the Division of Police, who shall investigate said complaint consistent with its policies

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and procedures, and consistent with any collective bargaining agreement by and between the City and the Fraternal Order of Police or the City and the Ohio Patrolman's Benevolent Association.

2. If the Complainant is not satisfied with the findings from the investigation conducted by the Division of Police, the Complainant may then file a complaint with the Board through the Clerk of Council. Such complaint must be filed, if at all, within thirty (30) days of receipt of notice of the findings of the Division of Police on the original complaint
3. The Chair of the Board is authorized to initiate investigation of those complaints upon receipt of the complaint.
4. The time limits set forth in the collective bargaining agreements between the City and the Fraternal Order of Police or the City and the Ohio Patrolman's Benevolent Association shall not be stayed during the time period in which the Board investigates, receives evidence, and issues a recommendation on any Complaint before it.

B. Initial Procedures

1. Transmittal of Cases
 - a. The Division of Police shall provide access to the full investigative files of cases that will be considered, discussed, and/or adjudicated by the Board not fewer than two (2) weeks before the Board convenes to address the case.
 - b. The Division of Police will ensure that all Board members have full access to all investigatory materials related to the case while also ensuring that the police files will remain secure from inappropriate dissemination or

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disclosure. The Chair and the Division of Police will collaborate in the creation of a protocol which will ensure both appropriate board access and the ability to maintain the necessary security for police files. This protocol will be subject to review and comment by the Board and will require adoption by a majority vote of the Board.

i. Any case file records which would be exempt from disclosure under the Ohio Public Records Act shall not be included in the investigatory material provided to the Board.

ii. Any case file material that is subject to disclosure, but which includes information exempt from disclosure under the Ohio Public Records Act shall be redacted to exclude such information.

c. The Division of Police case file shall the following, if available:

- i. A cover letter indicating what documents are in the file.
- ii. The complaint.
- iii. The allegations (or “charges”) that were (1) suggested by the face of the original complaint alone, and (2) any additional allegations or charges that surfaced during the course of the investigation of the complaint.
- iv. The Division of Police recommendations and findings including relevant case law, statutes, and Reynoldsburg Division of Police General Policies and Procedure Orders.
- v. Reports, including but not limited to incident reports, duty reports, and field reports.
- vi. Audio, visual, or transcripts of interviews of witnesses or parties to the incident
- vii. Internal Investigation investigator’s notes

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- viii. Body-worn camera or dashboard video and physical evidence in the investigation

2. Notice to Complainants

- a. Upon receipt of the Police File, the Board shall notify the Complainant and each subject Division of Police employee. The notice shall advise in writing that the Complaint will be considered by the Board; and contain an explanation of the process to be utilized by the Board.
- b. The notice shall state the date, time and location of the scheduled public meeting.
- c. Five days before the public meeting, the Board shall send another notification to the complainant and the respondent Division of Police employees.
- d. The Board shall use best efforts to contact the complainant and respondent Division of Police employees, including:
 1. Sending a letter via Certified United States Postal Service to the last known address of the Complainant.
 2. Providing written notice to the respondent employees through the subject officer's command staff or the respondent employee's supervisor.
 3. Electronic mail to the parties, when feasible.
 4. The Board shall make record of notices sent.

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C. Obtaining Evidence

1. The Civilian Police Review Board will review all documents regarding the complaint.
 - a. While reviewing the case file, Board members may request to obtain additional information, documents, or other evidence. All requests must be written and on the record.
 - b. Board members shall allow complainants or subject employees and/or their representative, if any, who are present to speak after the case is called by the Board and the allegations have been presented at the Board meeting.
 - c. Board members may ask follow-up questions of any person who had addressed the Board.
 - d. The subject employee shall not be required to give a statement to the Board nor be subject to subpoena for a personal appearance before the Board. If the subject employee exercises his/her right to make a statement, she/he shall be subject to questions by the Board only.
 - i. If the subject matter of the complaint involves allegations of criminal misconduct, the Chief of Police shall inform the employee that prosecutors will not be able to use his/her answers against him/her in subsequent criminal proceedings.
2. Subpoenas
 - a. Upon majority vote, the Board has the power to subpoena and require the attendance of witnesses, the production of documents, and/or the production of other papers pertinent to its adjudications; and shall have the power to administer oaths.
 - b. Prior to issuing any subpoena the Board shall notify the Mayor, the City Attorney and the Chief of Police.

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- c. Employees of the Division of Police shall not be subject to subpoena but the Division of Police shall, in good faith, comply with the provisions of Section 163.09(D)(3)(c).
- i. If the subject matter of the complaint involves allegations of criminal misconduct, the Chief of Police shall inform the employee that prosecutors will not be able to use his/her answers against him/her in subsequent criminal proceedings.

§ 163.09 Hearing Procedures

A. Purpose/Scope of Hearing

- 1. The Board shall hear each case during regularly scheduled meetings at which a quorum of members is present. The Board may hear more than one case during a scheduled meeting.
- 2. The purpose of this hearing is to review the case pursuant to the procedures set forth in this Chapter, in order to reach a recommendation for each allegation identified by the Board members during their review of the case, pursuant to Section 163.09(F)(2).
- 3. The hearings shall be open to the public but shall not be required to be recorded and broadcast on any medium by video.

B. Standard of Proof - Dispositions

- 1. No finding with respect to an allegation of a case shall be sustained unless it is proven by a preponderance of the evidence that an act or omission is violation of a policy and/or procedure of the Division of Police.

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2. For purposes of applying the “preponderance of the evidence” standard of proof, officer performance must be evaluated against the policy, procedure, or training that was in effect on the day that, or during the relevant time period during which, the incident occurred.

C. Presentation of the Division of Police Findings

1. At the outset of the public hearing on a Complaint, the Division of Police, through a designated representative, shall present the findings of the internal investigation.
2. The Presentation of Findings shall consist of the following:
 - a. The Division of Police investigator who was assigned the case and completed the Division of Police investigator’s summary shall provide a list of the allegations investigated by the Division of Police, a summary of their investigation, and the Division of Police Administrator’s findings and conclusions to the Board. This summary will not necessarily inventory all evidence and investigatory material but should, at minimum, outline the nature of the complaint, the nature of the allegations involved, and the material evidence and facts established by the investigation.
 - b. Following the investigator’s summary, Board members shall pose any questions they may have for the Division of Police relating to the investigation or the findings and conclusions.
 - c. The Division of Police investigator is not subject to questioning by the Complaint or his representative.

D. Presentation of Evidence

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1. The Complainant shall be entitled to be represented by legal counsel at the hearing and may, with or without the aid of legal counsel, present evidence, including the testimony of witnesses, in support of the Complaint.
2. The Board may, in its discretion, determine that evidence presented is not relevant to the Complaint, and, therefore, may exclude the same.
3. Testimony
 - a. In order to fulfill the Board's responsibility for the accurate collection of truthful testimony in official proceedings, it shall have the power to record testimony by videotape, audiotape and/or stenographic transcription.
 - b. All testimony given before the Board shall be given under oath.
 - c. The Division of Police shall cooperate with and make a good faith effort to accommodate the Board's request for police personnel to testify at such hearings regarding any specified matter under review. Any member who is on duty and called as a witness shall be released with pay in order to attend the hearing. Any member who is off duty and called as a witness shall be compensated in accordance with the provisions of the applicable collective bargaining agreement for court testimony. The calling of witnesses shall not unduly interfere with Departmental operations.
4. The City Attorney shall be present for the public hearing and may ask questions of witnesses and/or present evidence relevant to the Complaint.
5. The subject employee and/or her or his attorney or representative shall have the opportunity to confront and cross examine any witness who presents testimony before the Board.

E. Executive Session

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1. Following the presentation of the cases, the Board may go into Executive Session. During discussions that occur in the Executive Session, no individuals or entities who are not either Board members, Board staff, or the duly elected City Attorney may be present in the room unless invited by the Board. The Board may invite the Division of Police Administrator designee to remain during executive session discussions on cases in order to provide advice and consult.
2. The Board's discussion shall address the following questions:
 - a. Findings and evidence that tend to support the Division of Police recommendation;
 - b. Findings and evidence that tend to not support the Division of Police recommendation;
 - c. The relevant case law, statutes, and the Division of Police policies, procedures, and training;
 - d. Whether the Division of Police investigation tends to support the allegation by a preponderance of the evidence. The "preponderance of the evidence" means that, based on all of the evidence, it is more likely than not that a violation has occurred;
3. When the City Attorney determines that the questions in Section (E)(2) have been discussed in their entirety, the City Attorney shall instruct the Board members to end the executive session and return to public session.
4. Upon completion of deliberation of one case, the Board shall consider all other cases on the meeting's agenda.

F. Adjudication of Cases

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1. After consideration of all cases identified prior to the meeting on the meeting Agenda, the Board shall move into the voting process. The Board shall move from the Executive Session back into a regular, public session only (1) upon completion of consideration of all issues presented in the Hearing for all cases on the meeting's agenda, and (2) upon motion by the Chair or another Board Member.
2. Categories of Dispositions: The Board shall vote on a recommendation of one of the following findings for each allegation:
 - a. Sustained: Preponderance of the evidence supports a finding that the alleged conduct occurred and the officer's actions were inconsistent with law or the Division of Police policy, procedure, or training. A complaint may be "sustained in part" if the investigation revealed sufficient evidence to support a finding of a policy violation on one or more, but not all of the complainant's allegations. A complaint may also be "sustained for a violation not based on original complaint" if the investigation reveals evidence of misconduct that was not included in the complainant's original allegation but arose out of the incident that is the subject of the complaint.
 - b. Exonerated: Preponderance of the evidence supports a finding that the alleged conduct occurred but the officer's actions were consistent with law or the Division of Police policy, procedure or training.
 - c. Unfounded: Preponderance of the evidence supports a finding that the alleged conduct did not occur.
 - d. Insufficient Evidence: Preponderance of the evidence fails to establish whether or not the conduct occurred.
3. Standard of Disposition: The Board shall apply the "preponderance of evidence" standard of proof, set forth in Section (B), to each and all of the allegations identified in the investigative file.

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4. Voting

- a. Disposition votes shall be public.
- b. Decisions of the Board shall be made by majority vote.
- c. In the event of a tie vote, the Board will return to the executive session to deliberate further. If a majority vote cannot be achieved, the Board will recess the case until its next meeting and deliberate anew.

G. Recommendations: The Board shall make no recommendation regarding potential discipline with regard to a "Sustained" finding.

H. Final Summary

1. The Board Chair, in consultation with the City Attorney and consistent with the recommendation of the Board, shall prepare a Final Summary with respect to each case or matter under consideration, which shall be presented for approval at the next scheduled Board meeting.
2. The Final Summary shall include the Board's disposition and a brief outline of the evidence that the Board concluded tended to support the disposition and/or recommendation. If the Board's recommended disposition departs from the Division of Police's recommended disposition, the Final Summary shall also include a written justification for the departure.
3. Any member who does not concur with the recommendation of the Board may prepared a separate dissenting summary for review and consideration at the next scheduled meeting of the Board.
4. If the Board issues a Final Summary with a "sustained" finding, such finding shall have no binding effect on the Division of Police or Mayor. If the Mayor and the Division of Police, upon receiving and reviewing the Final Summary, determine that there has not been a violation of an established policy or procedure or are unable to take further action due to the time limits imposed by the applicable

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collective bargaining agreement, the Final Summary shall not be included within a subject employee's personnel file.

§ 163.11 Post-Hearing Procedures

A. Notice to Complaint and Subject Division of Police Employee

1. Upon completion of every hearing, the Board shall notify the Complainant and each subject the Division of Police employee. The notice shall contain written notice that the complaint was considered by the Board and the date of that hearing; and an explanation of the process utilized by the Board.
2. The notice shall include:
 - a. The nature of the Board's conclusions and recommendations.
 - b. An explanation of the evidence that both tended to support and tended not to support the conclusion.
 - c. Information on whether there will be further proceedings related to the complaint, such as referral of the matter to the Chief of Police or the Mayor.
3. The Board shall use best efforts to contact the Complainant and subject employees, including:
 - i. Sending a letter via United States Postal Service to the last known address of the complainant;
 - ii. Providing written notice to the subject employees through the subject officers' command staff or the subject employee's supervisor; and
 - iii. Electronic mail to the parties, when feasible.

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4. The Board shall make record of notices sent and keep the Board advised of its actions in that regard.
- B. Form of Advice and Recommendation

1. After the conclusion of each case hearing the Board shall give a completed case file of their findings to the Mayor, the City Attorney, and the Chief of Police.
2. The written case file shall include the Final Summary, a written statement of their decision, and all evidence found.

§ 163.13 Severability

- A. 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.
- B. Should any section, clause, or paragraph of this Chapter be in conflict with any written collective bargaining agreement by and between the City and the Fraternal Order of Police or the City and the Ohio Patrolmen's Benevolent Association, the terms of the collective bargaining agreement at issue shall control.

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: September 28, 2020****TO: Curtis Baker, Acting Chief Public Safety, Law and Courts
Committee****RE: Appropriate Donated Funds to the Police Department**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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A donation to the K-9 unit in the amount of \$500.00 (receipt number 2020-00029419) was donated by James Reed and credited to the general fund. Please appropriate this money to account 110.111.5207 Law Enforcement Supplies.

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED
GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES**

WHEREAS, the Reynoldsburg Police Department has received a generous sponsorship from James Reed for \$500 for the K-9 unit; and

WHEREAS, those sponsorship monies need to be appropriated from the unappropriated General Fund and into the following police department funds:

Appropriate \$500 into Account 110.111.5207

Law Enforcement Supplies

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

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

SECTION 1. That an amount of \$500.00 in the unappropriated General Fund be and is hereby appropriated as follows:

110.111.5207

\$500.00

Law Enforcement Supplies

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

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

DATE: September 28, 2020

TO: Public Safety, Law and Courts Committee

RE: Purchase of New Police Radios

Approval:

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

Requesting permission to purchase twelve (12) portable Radio VP6430 from REM and waive competitive bidding based on ordinance 44-17 and because the purchase price for the units is equal to or better than the purchase price provided by State Bid No. 573004-0-1. Account 110.111.5633 will be used to fund the purchase of the radios in the amount of \$34,948.80.

We currently have the following portable radios in our inventory:

20 - Motorola XTS5000 (No longer supported or repaired by Motorola)

42 - Kenwood TK5410D (purchased 2014)

29 - Kenwood VP6430 B (started purchase in 2018 and 2019)

The Motorola units were provided by the State of Ohio MARCS through a grant in 2009. They were issued to supervisors prior to when the police department switched over to the 800 MHz system in 2014. They are no longer supported by Motorola and the only way to repair them is by using spare parts from units that are out of commission.

Police Department

Curtis Baker

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6907 Phone

The Kenwood TK5410D units were purchased in 2014 when the police department switched to the 800 MHz system. They quit making this radio in 2016, but is still supported by Kenwood and locally by REM. However, parts are becoming harder to find and certain components, such as the shoulder microphone, cost less to replace than to be repaired. The reasonable life of a portable unit is five years when used daily. This is what prompted the purchasing of newer units, the Kenwood VP6430B, starting in 2018. The plan was to cycle them in and replace older units as needed.

With the department strength increased to seventy (70) officers, we still have 12 of the Motorola units issued to command staff and support personnel. We maintain spare Kenwood units for the reserve officers and for instances when an officer has to turn their unit in for service. There are only four (4) of the older Kenwood units available as spares or for issue to new officers.

The twelve (12) units we have requested to purchase in 2020 are needed to continue the cycling out of the older units, specifically the Motorola brand that are eleven (11) years old and no longer supported.

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE RADIOS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, with the increase in department personnel and the need to update radio equipment that is no longer supported, it is necessary for the police department to purchase twelve additional Kenwood radio units; and

WHEREAS, the radios being requested are under the state bidding process, the competitive bidding process is hereby waived.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase twelve (12) Kenwood Walkie Model VP-6430 and related equipment, at a cost of thirty-four thousand, nine hundred forty-eight dollars and eighty cents (\$34,948.80).

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

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

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

Account 110.111.5633
Wave Comp. bidding ord 44-17

13.d.a



2625 JOHNSTOWN ROAD

COLUMBUS, OHIO 43219

WWW.REMCOMM.COM

PHONE: 614-258-9985

FAX: 614-258-9986

SALESMAN: JOSH HEALEY

CUSTOMER

Lt. Bill Early

Reynoldsburg Division of Police

bearly@reypd.com

SALES QUOTE

DATE	3/26/2020
QUOTE	PORTABLE RADIOS & SPARE BATTS
CUSTOMER ID	REYNOLDSBURG PD
VALID UNTIL	6/26/2020

#	PART	DESCRIPTION	PRICE	QTY	TAX	AMOUNT
1	VP6430BKF2	PORTABLE RADIO VP6430, 7/800 MHz, M2, BK	1,808.00	12		21,696.00
2	KRA-32K	[ANTENNA] 7/800 MHz 1/2 Wave (Whip)	28.00	12		336.00
3	KNB-L2M	[BATTERY] Li-ion 2600mAh (Standard) [12 FOR RADIOS IN THIS ORDER, 25 FOR SPARE]	110.40	37		4,084.80
4	8322000002	[RADIO FEATURE] P25 Conventional	280.00	12		3,360.00
5	8322000005	[RADIO FEATURE] P25 Phase 1 Trunking	100.00	12		1,200.00
6	8326000006	[RADIO FEATURE] 1024 Ch	-	12		-
7	8326000001	[RADIO FEATURE] P25 Authentication	80.00	12		960.00
8	KSC-Y32K	CHARGER, SINGLE BAY RAPID RATE INTELLIGENT, VP-T	92.00	12		1,104.00
9	KMC-70M	SPEAKER MIC, 3PF KEYS, BLACK, VP-T	104.00	12		1,248.00
10	PROGRAM	ENHANCED RADIO PROGRAMMING FEE	80.00	12		960.00

NOTES:

DELIVER PROGRAMMED RADIOS AND ACCESSORIES.

Subtotal	\$	34,948.80
Taxable	\$	-
Tax rate		0.000%
Tax due	\$	-
Other	\$	-
TOTAL	\$	34,948.80

PAYMENT DETAILS:

NET 30

Attachment: REM Quote (Purchase Police Radios)

ORDINANCE NO. 44-17PASSED: May 8, 2017

ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17, 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS EXEMPTED CONTRACTS AND EXPENDITURES OVER \$10,000.

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

SECTION 1. That Council does hereby waive competitive bidding for the following vendors:

Schonhardt and Associates
~~Franklin County Public Health~~
 Limbach Controls Group
 Columbia Gas of Ohio
 Sensus
 Verizon Wireless
~~Pace Analytical Services, Inc.~~
 Ricart Mega Mall
 Statewide Ford
 Honda East
 Pyrotecnico
Accela
Speedway
REM Communications
Kirch Group Technologies
Jeffrey R. Bing Cement
Franklin Soil & Water
HD Supply Waterworks LTD
Willis of Ohio

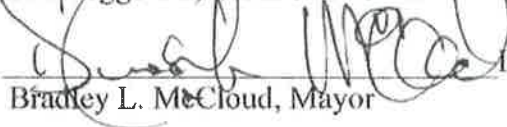
~~Sprint/Embarq Communications~~
Sunoco
~~Xerox~~
SBC/AT&T
~~Bob McDorman Chevrolet~~
~~Dave Gill Pontiac~~
 Taylor Chevrolet
~~Viper Protection Services~~
American Mechanical Group
Franklin County (all agencies)
Fairfield County (all agencies)
Licking County (all agencies)
State of Ohio (all agencies)
American Legal Publishing
Sileo Fire & Security
MP Dory
Hapco Aluminum
New World Systems

SECTION 2. That Ordinance No. 94-12 passed December 17, 2012 be and is hereby amended and replaced.

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


 Doug Joseph, President of Council

ATTEST: 
 April E. Beggrow, Clerk of Council

APPROVED:  DATE 5/9/17
 Bradley L. McCloud, Mayor

Attachment: REM Quote (Purchase Police Radios)

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. 44-17 as passed by Council of said City on the 8th day of May, 2017 and as recorded in the Record of Proceedings of said Council.

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

Filed with Mayor: 5/9/17

Published: _____

Attachment: REM Quote (Purchase Police Radios)



SALES QUOTE

2625 JOHNSTOWN ROAD
COLUMBUS, OHIO 43219
WWW.REMMCOMM.COM
PHONE: 614-258-9985
FAX: 614-258-9986
SALESMAN: JOSH HEALEY

DATE	7/16/2020
QUOTE	12 PORTABLES, 15 SPARE BATTS
CUSTOMER ID	REYNOLDSBURG PD
VALID UNTIL	10/16/2020

CUSTOMER

Lt. Bill Early
Reynoldsburg Division of Police
bearly@reypd.com

#	PART	DESCRIPTION	PRICE	QTY	TAX	AMOUNT
1	VP6430BKF2	PORTABLE RADIO VP6430, 7/800 MHz, M2, BK	1,808.00	12		21,696.00
2	KRA-32K	[ANTENNA] 7/800 MHz 1/2 Wave (Whip)	28.00	12		336.00
3	KNB-L2M	[BATTERY] Li-ion 2600mAh (Standard)	110.40	27		2,980.80
4	8322000002	[RADIO FEATURE] P25 Conventional	280.00	12		3,360.00
5	8322000005	[RADIO FEATURE] P25 Phase 1 Trunking	100.00	12		1,200.00
6	8326000006	[RADIO FEATURE] 1024 Ch	-	12		-
7	8326000001	[RADIO FEATURE] P25 Authentication	80.00	12		960.00
8	KSC-32	CHARGER, Single Unit tri-chemical rapid rate charger.	65.60	12		787.20
9	KMC-70M	SPEAKER MIC, 3PF KEYS, BLACK, VP-T	104.00	12		1,248.00
10	PROGRAM	ENHANCED RADIO PROGRAMMING FEE	80.00	12		960.00

NOTES:

DELIVER PROGRAMMED RADIOS AND ACCESSORIES.

Subtotal	\$	33,528.00
Taxable	\$	-
Tax rate		0.000%
Tax due	\$	-
Other	\$	-
TOTAL	\$	33,528.00

PAYMENT DETAILS:

NET 30

Attachment: Updated Radio Quote 7/16/2020 (Purchase Police Radios)

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

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: 2019 Nuisance Costs for Franklin County

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This legislation is to approve the City's ability file a lien on a property to for expenses spent by the City for grass mowing, trash removal, gutter work or tree trimming.

**AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY
NUISANCE COSTS (2019) FOR COLLECTION BY THE FRANKLIN COUNTY
AUDITOR**

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

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Franklin County Auditor the nuisance costs for 2019 on the property described as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the amount to be certified for collection is \$22,907.50 as evidenced by Exhibit "A" attached.

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

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

2019 Franklin County Nuisance Records (Official Report)

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Address Owner	County	Total Due
003-19TR-FR	2/22/2019	1/8/19 & 1/25/19	1/29/2019	TRASH		1.5	6547 ROCKY DEN RD	060-003370-00	BEREKET Y ANSHEBO	6547 ROCKY DEN RD, REYNOLDSBURG, OH 43068	Franklin	\$ 192.50
004-19TR-FR	2/22/2019	1/18/19 & 1/25/19	1/29/2019	TRASH		3	1175 HILLRIDGE RD	060-000468-00	DAVID H ALLTON	1175 HILLRIDGE RD, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
006-19M-FR	5/15/2019	4/24/2019	4/25/2019	MOWING	13		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	*RETURNED~NFA* 1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 205.00
009-19TR-FR	7/10/2019	4/8/2019	4/11/19-4/15/19	TRASH		16 SEE INV	0945 LANCASTER AVE	060-001327-00	TSY PROPERTIES LLC	6478 WINCHESTER BLVD; UNIT #115, CANAL WINCHESTER, OH 43110	Franklin	\$ 735.00
010-19M-FR	7/10/2019	4/17/2019	4/18/2019	MOWING	11		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
012-19M-FR	7/10/2019	4/29/2019	4/30/2019	MOWING	11		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	0196 KINGSMEADOW LN, BLACKLICK, OH 43004	Franklin	\$ 185.00
014-19M-FR	7/10/2019	4/29/2019	4/30/2019	MOWING	13		6535 HELM AVE	060-005576-00	JAMES F NATIONS	*RETURNED~NFA* 6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 205.00
016-19TR-FR	7/15/2019	3/20/2019	5/9/2019	TRASH		1	6747 GREENBUSH DR	060-003187-00	US BANK TRUST NA TR	13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134	Franklin	\$ 175.00
017-19M-FR	7/17/2019	5/8/2019	5/9/2019	MOWING	14		2050 HUGHEY DR	060-004635-00	HOME SFR BORROWER IV LLC	3505 KOGER BLVD; SUITE 400, DULUTH, GA 30096	Franklin	\$ 290.00
018-19M-FR	7/17/2019	5/8/2019	5/9/2019	MOWING	16		1122 HILTON DR	060-003483-00	*NEW OWNER: ABURAI DA PROPERTIES LLC* MJR GROUP LLC	*RETURNED & RESENT TO ALTERNATE ADDRESS* 5268 WINTERS RUN RD, DUBLIN, OH 43016	Franklin	\$ 220.00
019-19M-FR	7/17/2019	4/30/2019	5/2/2019	MOWING	12		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 255.00
020-19TR-FR	7/17/2019	4/29/2019	5/1/2019	TRASH		7	6697 ROSEDALE AVE	060-005243-00	RONALD L WARE/GINGER L SHANK	6697 ROSEDALE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 340.00
021-19M-FR	7/17/2019	5/2/2019	5/6/2019	MOWING	20		6404 BIRCHVIEW DR	060-006025-00	PATRICK H WEST SU	PO BOX 435, BLACKLICK, OH 43004	Franklin	\$ 225.00
022-19TR-FR	7/17/2019	5/6/2019	5/8/2019	TRASH		1.5	1572 VALLEY DR	060-001923-00	ALEXANDER M & LYNNE TOWER SIEGWEIN	*RETURNED~NFA* 1572 VALLEY DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
024-19M-FR	7/17/2019	5/3/2019	5/8/2019	MOWING	19		1608 BRICE RD	060-002625-00	NATALIE DENNISON/ABDELLAH BAHIJ	*RETURNED & RESENT TO ALTERNATE ADDRESS* 10704 LOCKBOURNE EASTERN RD, ASHVILLE, OH 43103-9596	Franklin	\$ 175.00
025-19M-FR	7/17/2019	5/13/2019	5/15/2019	MOWING	20		1164 HILLRIDGE RD	060-000472-00	JANET O WIRTH	1164 HILLRIDGE RD, REYNOLDSBURG, OH 43068	Franklin	\$ 270.00
026-19M-FR	7/17/2019	5/7/2019	5/8/2019	MOWING	17		1459 LANCASTER AVE	060-000009-00	AMJ HOMES LTD	200 E CAMPUS VIEW BLVD; SUITE 275, COLUMBUS, OH 43235	Franklin	\$ 185.00
027-19M-FR	7/17/2019	5/7/2019	5/8/2019	MOWING	17		1467 LANCASTER AVE	060-000009-00	AMJ HOMES LTD	200 E CAMPUS VIEW BLVD; SUITE 275, COLUMBUS, OH 43235	Franklin	\$ 185.00
029-19M-FR	7/18/2019	5/13/2019	5/15/2019	MOWING	35		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE/ROWENA M TISDALE	*RETURNED & RESENT TO ALTERNATE ADDRESS* 7216 OLIVER WINCHESTER DR, CANAL WINCHESTER, OH 43110	Franklin	\$ 320.00
030-19M-FR	7/18/2019	5/8/2019	5/16/2019	MOWING	23		BIRCHVIEW DR (VACANT LAND)	060-004618-00	KANNAN RAMANUJAM	1725 SUMMERSWEET CIR, LEWIS CENTER, OH 43035	Franklin	\$ 215.00
031-19MTR-FR	7/18/2019	5/14/2019	5/17/2019	MOWING/ TRASH	22	1	7471 SMITHFIELD AVE	060-001698-00	NATHANIEL E BURTON/HANNAH A BRIGHT	7471 SMITHFIELD AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 260.00
032-19TR-FR	7/18/2019	5/17/2019	5/21/2019	TRASH		1	1122 HILTON DR	060-003483-00	GEM RENOVATIONS	6387 GREENHAVEN AVE, GALLOWAY, OH 43119	Franklin	\$ 175.00
034-19M-FR	7/18/2019	5/17/2019	5/20/2019	MOWING	14		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 225.00
037-19M-FR	7/18/2019	5/14/2019	5/17/2019	MOWING	24		7770 E MAIN ST	060-009250-00	FAMILY DOLLAR #7936 (WATER RECORDS)	*RETURNED & RESENT TO ALTERNATE ADDRESS* PO BOX 1261, MANDAN, ND 58554	Franklin	\$ 205.00
040-19M-FR	7/18/2019	5/22/2019	5/29/2019	MOWING	20		1391 CARLYLE DR	060-003444-00	MAPLEWOOD PROPERTIES INC	PO BOX 329, ETNA, OH 43018	Franklin	\$ 255.00
042-19M-FR	7/26/2019	5/28/2019	5/30/2019	MOWING	14		1122 HILTON DR	060-003483-00	*NEW OWNER: ABURAI DA PROPERTIES LLC* MJR GROUP LLC	*RETURNED & RESENT TO ALTERNATE ADDRESS* 5268 WINTERS RUN RD, DUBLIN, OH 43016	Franklin	\$ 185.00
043-19M-FR	7/26/2019	5/28/2019	6/1/2019	MOWING	36		2134 BELLTREE DR	060-005673-00	CHARLES KENDRICK	2134 BELLTREE DR, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
044-19M-FR	7/26/2019	5/22/2019	6/1/2019	MOWING	35		6340 E LIVINGSTON AVE	060-001123-00	TDRC REYNOLDSBURG LLC	39 W 19th ST; SUITE 609, NEW YORK, NY 10011	Franklin	\$ 225.00
045-19M-FR	7/26/2019	5/17/2019	5/22/2019	MOWING	37		6367 BRAUNING DR	060-002718-00	JAMES R MASON	6367 BRAUNING DR, REYNOLDSBURG, OH 43068	Franklin	\$ 270.00
047-19M-FR	7/26/2019	5/29/2019	6/1/2019	MOWING	25		6006 E LIVINGSTON AVE	060-001842-00	3850 REFUGEE ROAD LLC	3750 REFUGEE RD, COLUMBUS, OH 43232	Franklin	\$ 205.00
048-19M-FR	7/26/2019	5/30/2019	6/1/2019	MOWING	30		6535 HELM AVE	060-005576-00	JAMES F NATIONS	*RETURNED~NFA* 6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
049-19M-FR	7/26/2019	6/5/2019	6/6/2019	MOWING	15		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	*RETURNED & RESENT TO ALTERNATE ADDRESS* 6773 ROLFE AVE, NEW ALBANY, OH 43054-7594	Franklin	\$ 185.00
050-19M-FR	7/26/2019	6/5/2019	6/6/2019	MOWING	13		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00

Attachment: Franklin County Nuisance Costs 2019 (Nuisance Costs for Franklin County 2019)

051-19M-FR	7/26/2019	6/27/2019	7/1/2019	MOWING	16		1122 HILTON DR	060-003483-00	*NEW OWNER: ABURADA PROPERTIES LLC* MJR GROUP LLC	*RETURNED & RESENT TO ALTERNATE ADDRESS* 5268 WINTERS RUN RD, DUBLIN, OH 43016	Franklin	\$ 175.00
052-19M-FR	7/26/2019	6/20/2019	7/2/2019	MOWING	38		6549 E MAIN ST	060-006546-00	GBS MAIN LLC	6549 E MAIN ST, REYNOLDSBURG, OH 43068	Franklin	\$ 600.00
056-19M-FR	7/30/2019	6/5/2019	6/11/2019	MOWING	21		7374 E RICH ST	060-000077-00	EARL M HABERFIELD	*RETURNED~NFA* 7374 E RICH ST, REYNOLDSBURG, OH 43068	Franklin	\$ 240.00
058-19M-FR	7/30/2019	6/11/2019	6/13/2019 & 6/14/19	MOWING	29		6895 E MAIN ST	060-007936-00	6895 EAST MAIN STREET LLC	6895 E MAIN ST, REYNOLDSBURG, OH 43068	Franklin	\$ 405.00
059-19M-FR	7/30/2019	6/13/2019	6/14/2019	MOWING	20		7300 DAUGHERTY RD	060-005992-00	MIRINVEST LLC	5161 MARKS CT, NEW ALBANY, OH 43054	Franklin	\$ 195.00
060-19M-FR	7/30/2019	6/14/2019	6/20/2019	MOWING (REAR YARD ONLY)	24		6747 GREENBUSH DR	060-003187-00	US BANK TRUST NA TR	13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134	Franklin	\$ 195.00
062-19M-FR	7/30/2019	6/13/2019	6/19/2019	MOWING	32		6375 BRAUNING DR	060-002719-00	RONALD L JACKS/BETTY L JACKS	6375 BRAUNING DR, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
063-19M-FR	7/30/2019	6/14/2019	6/19/2019	MOWING	19		6413 BIRCHVIEW DR S	060-005843-00	CA PROPERTIES ENTERPRISES LLC	6413 BIRCHVIEW DR S, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
070-19M-FR	8/6/2019	6/20/2019	6/24/2019	MOWING	20		8113 GOLDSMITH DR	060-003453-00	LIVCO CO	8113 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Franklin	\$ 230.00
071-19M-FR	8/6/2019	6/20/2019	6/24/2019	MOWING (REAR YARD ONLY)	30		8069 PRIESTLEY DR	060-003720-00	JANET M HOLLIDAY	8069 PRIESTLEY DR, REYNOLDSBURG, OH 43068	Franklin	\$ 190.00
075-19M-FR	8/6/2019	6/24/2019	6/26/2019	MOWING	25		6367 BRAUNING DR	060-002718-00	JAMES R MASON	*RETURNED & RESENT TO ALTERNATE ADDRESS* PO BOX 1272, WORTHINGTON, OH 43085-1272	Franklin	\$ 200.00
076-19M-FR	8/6/2019	6/24/2019	6/26/2019	MOWING	13		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 235.00
077-19M-FR	8/7/2019	6/25/2019	6/26/2019	MOWING	22		8089 JONSON DR	060-003626-00	EZ INVESTMENT PROPERTY LLC	6956 E BROAD ST, COLUMBUS, OH 43211	Franklin	\$ 195.00
078-19M-FR	8/14/2019	7/3/2019	7/9/2019	MOWING	21		7770 E MAIN ST	060-009250-00	FAMILY DOLLAR #7936 (WATER RECORDS)	*RETURNED & RESENT TO ALTERNATE ADDRESS* PO BOX 1261, MANDAN, ND 58554	Franklin	\$ 285.00
080-19MTR-FR	8/14/2019	7/1/2019	7/9/19 MOWING & 7/10/19 TRASH	MOWING (REAR YARD ONLY) TRASH	21	7 TIRES	2134 BELLTREE DR	060-005673-00	CHARLES KENDRICK	2134 BELLTREE DR, REYNOLDSBURG, OH 43068	Franklin	\$ 280.00
081-19M-FR	8/14/2019	7/1/2019	7/9/2019	MOWING	17		6495 RETTON RD	060-002341-00	KEITH BOYD FACKLER/RENATE M FACKLER	689 S 3RD ST, COLUMBUS, OH 43206	Franklin	\$ 205.00
083-19MTR-FR	8/19/2019	7/5/2019	7/11/2019	MOWING/ TRASH	16	1	6375 BRAUNING DR	060-002719-00	RONALD L JACKS/BETTY L JACKS	6375 BRAUNING DR, REYNOLDSBURG, OH 43068	Franklin	\$ 225.00
084-19G-FR	8/20/2019	7/5/2019	7/16/2019	GUTTERS		1	1489 HAFT DR	060-002182-00	NICHOLAS C LOEWENDICK	1489 HAFT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
087-19G-FR	8/27/2019	7/9/2019	7/15/2019	GUTTERS		1	0945 HILLRIDGE RD	060-000880-00	HOWARD P SAGAR	*RETURNED & RESENT TO ALTERNATE ADDRESS* 945 HILLRIDGE RD, REYNOLDSBURG, OH 43068	Franklin	\$ 315.00
088-19M-FR	8/27/2019	7/9/2019	7/12/2019	MOWING	12		7514 BROADWYN DR	060-000207-00	THOMAS S GRATZ/JANICE I GRATZ	7514 BROADWYN DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
089-19MTR-FR	8/27/2019	7/9/2019	7/12/2019	MOWING & TRASH	13	1	1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 265.00
091-19TR-FR	8/27/2019	7/9/2019	7/12/2019	TRASH		1 CYD + 2 TIRES	2050 HUGHEY DR	060-004635-00	HOME SFR BORROWER IV LLC	3505 KOGER BLVD; SUITE 400, DULUTH, GA 30096	Franklin	\$ 205.00
092-19MTR-FR	8/27/2019	7/9/2019	7/12/19 (MOWING) & 7/15/19 (TRASH)	MOWING & TRASH	12	1 CYD + 2 TIRES	0945 HILLRIDGE RD	060-000880-00	HOWARD P SAGAR	*RETURNED & RESENT TO ALTERNATE ADDRESS* 945 HILLRIDGE RD, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
094-19M-FR	8/27/2019	7/12/2019	7/15/2019	MOWING	16		7179 ANNE CT	060-006841-00	MEDA ROOPA	131 PARKWOOD DR, ASHLAND, OH 44805	Franklin	\$ 185.00
095-19M-FR	8/27/2019	7/15/2019	7/19/2019	MOWING	16		1164 HILLRIDGE RD	060-000472-00	JANET O WIRTH	1164 HILLRIDGE RD, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
096-19M-FR	8/28/2019	7/23/2019	7/24/2019	MOWING	16		7990 AMBROSE BEND	060-008521-00	AMERICAN HOMES 4 RENT PROPERTIES THREE LLC	PO BOX 2370; 5158 CLARETON DR, AGOURA HILLS, CA 91376	Franklin	\$ 205.00
098-19M-FR	8/28/2019	7/24/2019	7/30/2019	MOWING	12		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	*RETURNED & RESENT TO ALTERNATE ADDRESS* 6773 ROLFE AVE, NEW ALBANY, OH 43054-7594	Franklin	\$ 175.00
101-19M-FR	8/28/2019	7/31/2019	8/5/2019	MOWING	14		6535 HELM AVE	060-005576-00	JAMES F NATIONS	*RETURNED~NFA* 6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
102-19M-FR	8/28/2019	7/31/2019	8/5/2019	MOWING (REAR YARD ONLY)	17		6743 WANAMAKER DR	060-003154-00	MIGUEL THOMAS McNAMARA/THOMAS N WHITTIER	6743 WANAMAKER DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
104-19M-FR	8/28/2019	7/30/2019	8/2/2019	MOWING	15		6336 E LIVINGSTON AVE	060-009286-00	IMPALA CAPITAL LLC	PO BOX 110962, CAMPBELL, CA 95011	Franklin	\$ 175.00
105-19MTR-FR	9/6/2019	7/26/2019	7/26/19 & 7/29/19	MOWING & TRASH	14	1	1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 315.00

108-19M-FR	9/11/2019	8/9/2019	8/13/2019	MOWING	13		7770 E MAIN ST	060-009250-00	FAMILY DOLLAR #7936 (WATER RECORDS)	*RETURNED & RESENT TO ALTERNATE ADDRESS*	Franklin	\$ 195.00
109-19MTR-FR	9/11/2019	8/12/2019	8/14/2019	MOWING & TRASH	17	1	6895 E MAIN ST	060-007936-00	6895 EAST MAIN STREET LLC	6895 E MAIN ST, REYNOLDSBURG, OH 43068	Franklin	\$ 395.00
110-19M-FR	9/11/2019	8/12/2019	8/13/2019	MOWING	12		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00
115-19TR-FR	9/25/2019	9/3/2019	9/4/2019	TRASH		3.5	7289 TIMBER CREEK CT	060-005936-00	JODI BURBIDGE/CRAIG BURBIDGE	7289 TIMBER CREEK CT, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
116-19M-FR	9/25/2019	9/4/2019	9/5/2019	MOWING	14		1339 HILTON DR	060-003529-00	CHRIS WHETSTONE	1339 HILTON DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
117-19M-FR	9/25/2019	9/10/2019	9/11/190	MOWING	20		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
118-19TR-FR	9/25/2019	9/5/2019	9/10/19 & 9/13/19	TRASH		6 SEE INV	7374 E RICH ST	060-000077-00	EARL M HABERFIELD	*RETURNED~NFA* 7374 E RICH ST, REYNOLDSBURG, OH 43068	Franklin	\$ 415.00
119-19M-FR	9/25/2019	9/16/2019	9/17/2019	MOWING	19		2134 BELLTREE DR (FRONT YARD ONLY)	060-005673-00	CHARLES KENDRICK	2134 BELLTREE DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
120-19TR-FR	9/25/2019	9/11/2019	9/16/19 & 9/18/19	TRASH		22 SEE INV	6375 BRAUNING DR	060-002719-00	RONALD L JACKS/BETTY L JACKS	6375 BRAUNING DR, REYNOLDSBURG, OH 43068	Franklin	\$ 1,030.00
121-19M-FR	9/25/2019	9/13/2019	9/18/2019	MOWING	14 SEE INV		6375 BRAUNING DR	060-002719-00	RONALD L JACKS/BETTY L JACKS	6375 BRAUNING DR, REYNOLDSBURG, OH 43068	Franklin	\$ 1,065.00
124-19M-FR	10/16/2019	9/10/19 & 9/18/19	9/19/2019	MOWING	10		7378 SABRE AVE	060-000826-00	DENISE M AGRIESTI	7378 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
125-19M-FR	10/16/2019	9/18/2019	9/20/2019	MOWING	15		6535 HELM AVE	060-005576-00	JAMES F NATIONS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
127-19TT-FR	10/29/2019	8/27/2019	10/23/2019	TREE/TRIM			1533 GRAHAM RD	060-000128-00	SANDRA J TOLER	1533 GRAHAM RD, REYNOLDSBURG, OH 43068	Franklin	\$ 1,325.00
128-19M-FR	11/13/2019	9/30/2019	10/4/2019	MOWING	15		7770 E MAIN ST	060-009250-00	EXCHANGERIGHT NET LEASED PORTFOLIO 3 LLC	251 S LAKE AVE; SUITE 520, PASADENA, CA 91101	Franklin	\$ 175.00
129-19M-FR	11/13/2019	10/1/2019	10/8/2019	MOWING	13		6537 CREON DR	060-002512-00	PATRICK H WEST/MICHELE R WEST	236 KINGSMEADOW LN, BLACKLICK, OH 43004	Franklin	\$ 175.00
131-19TR-FR	11/22/2019	10/16/19 & 10/21/19	10/24/2019	TRASH		1	6358 E LIVINGSTON AVE	060-002745-00	SUMMER RAYS INC	7480 E MAIN ST, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
134-19M-FR	11/22/2019	10/16/2019	10/18/2019	MOWING	12		1521 RYGATE DR (FRONT YARD ONLY)	060-003848-00	DOUGLAS S BORDEN/JANET R BORDEN	*RETURNED - RESENT TO ALTERNATE ADDRESS* 180 ROBIN WAY, SHEPHERDSDVILLE, KY 40165-8915	Franklin	\$ 175.00
137-19M-FR	12/17/2019	10/31/19 & 11/7/19	11/11/2019	MOWING	12		6369 LEXLEIGH RD	060-004080-00	BANK OF NEW YORK MELLON TRUST CO	1661 WORTHINGTON RD; SUITE 100, WEST PALM BEACH, FL 33409	Franklin	\$ 195.00
140-19TT-FR	12/17/2019	10/8/19 & 10/15/19	10/30/2019	TREE/TRIM		1	2281 AYERS DR	060-006120-00	KERMIT S MONTAGUE, AKILAH R MONTAGUE, HAIDEE B MONTAGUE	PO BOX 145, PICKERINGTON, OH 43147	Franklin	\$ 162.50
141-19TT-FR	12/17/2019	10/8/19 & 10/15/19	10/30/2019	TREE/TRIM		1	2283 AYERS DR	060-007212-00	KERMIT S MONTAGUE, AKILAH R MONTAGUE, HAIDEE B MONTAGUE	PO BOX 145, PICKERINGTON, OH 43147	Franklin	\$ 162.50
142-19M-FR	12/17/2019	10/15/19 & 10/29/19	11/4/2019	MOWING	12		1860 STECKEL RD	060-002770-00	JAMES E CHRZAN/SYBIL L CHRZAN	9186 INDIAN MOUND CT, PICKERINGTON, OH 43147	Franklin	\$ 215.00
145-19TR-FR	12/17/2019	11/25/19 & 12/05/19	12/6/2019	TRASH		4	2161 LEAH LN	060-005742-00	JILL RENEE LANGHALS/JOHN PAUL SZYMKOWIAK	2161 LEAH LN, REYNOLDSBURG, OH 43068	Franklin	\$ 280.00
											TOTAL	\$ 22,907.50

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

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: 2019 Nuisance Costs for Licking County

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This legislation is to approve the City's ability file a lien on a property to for expenses spent by the City for grass mowing, trash removal, gutter work or tree trimming.

**AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY
NUISANCE COSTS (2019) FOR COLLECTION BY THE LICKING COUNTY
AUDITOR**

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

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Licking County Auditor the nuisance costs for 2019 on the property described as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the amount to be certified for collection is \$2,755.00 as evidenced by Exhibit "A" attached.

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

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

2019 Licking County Nuisance Records (Official Report)

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Billing Address	County	Balance Due
033-19M-LK	7/18/2019	5/17/2019	5/20/2019	MOWING	19		8645 KINGSLEY DR	013-027612-00.043	*NEW OWNER: ARIKA LLC* JAMES P CHAMBERS	*RETURNED & RESENT TO NEW OWNER ADDRESS* 9067 KINGSLEY DR, REYNOLDSBURG, OH 43068	Licking	\$ 295.00
038-19TR-LK	7/18/2019	5/20/2019	5/21/2019	TRASH		5	8802 KINGSLEY DR	013-027588-00.109	AMH 2015-1 BORROWER LLC	30601 AGOURA RD; SUITE 200, AGOURA HILLS, CA 91301	Licking	\$ 280.00
065-19M-LK	7/30/2019	6/17/2019	6/19/2019	MOWING	15		8645 KINGSLEY DR	013-027612-00.043	*NEW OWNER: ARIKA LLC* JAMES P CHAMBERS	*RETURNED & RESENT TO NEW OWNER ADDRESS* 9067 KINGSLEY DR, REYNOLDSBURG, OH 43068	Licking	\$ 205.00
066-19M-LK (REV)	7/30/2019	6/17/2019	6/19/2019	MOWING	17		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	*RETURNED-NFA* 8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 120.00
067-19M-LK	7/31/2019	6/17/2019	6/21/2019	MOWING	20		0777 TUROS CT	013-027294-00.032	CLAUDETTE RICHARDSON-CLINKSCALES	2926 MARINER AVE, YOUNGSTOWN, OH 44505	Licking	\$ 255.00
069-19M-LK	7/31/2019	6/19/2019	6/24/2019	MOWING	19		8171 GOLDSMITH DR	013-030960-00.000	US BANK NATIONAL ASSOCIATION TRUSTEE SELECT PORT SERVIC INC TITLE DESK REO CLOSING DEPT	3217 S DECKER LAKE, SALT LAKE CITY, UT 84119	Licking	\$ 235.00
072-19TR-LK	8/6/2019	6/17/2019	6/22/2019	TRASH		1	0800 TRICOLOR DR	013-030180-00.043	JERRY L SMITH	PO BOX 329, ETNA, OH 43018	Licking	\$ 175.00
093-19M-LK	8/27/2019	7/11/2019	7/15/2019	MOWING	14		0777 TUROS CT	013-027294-00.032	CLAUDETTE RICHARDSON-CLINKSCALES	2926 MARINER AVE, YOUNGSTOWN, OH 44505	Licking	\$ 215.00
099-19M-LK	8/28/2019	7/24/2019	7/30/2019	MOWING	15		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	*RETURNED-NFA* 8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
100-19M-LK	8/28/2019	8/1/2019	8/5/2019	MOWING	14		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH	Licking	\$ 215.00
126-19M-LK	10/16/2019	9/25/2019	9/26/2019	MOWING	18		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	*RETURNED-NFA* 8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 195.00
143-19MTR-LK	12/17/2019	11/22/2019	11/26/2019	MOWING/ TRASH	40	3	8514 LANDSEER DR	013-030186-00.245	DANIEL R JACOBS	*RETURNED-NFA* 8514 LANDSEER DR, REYNOLDSBURG, OH 43068	Licking	\$ 350.00
TOTAL												\$ 2,755.00

Attachment: Licking County Nuisance Costs 2019 (Nuisance Costs for Licking County 2019)

2019 Licking County Nuisance Records (Official Report)

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Billing Address	County	Balance Due
033-19M-LK	7/18/2019	5/17/2019	5/20/2019	MOWING	19		8645 KINGSLEY DR	013-027612-00.043	*NEW OWNER: ARIKA LLC* JAMES P CHAMBERS	*RETURNED & RESENT TO NEW OWNER ADDRESS* 9067 KINGSLEY DR, REYNOLDSBURG, OH 43068	Licking	\$ 295.00
038-19TR-LK	7/18/2019	5/20/2019	5/21/2019	TRASH		5	8802 KINGSLEY DR	013-027588-00.109	AMH 2015-1 BORROWER LLC	30601 AGOURA RD; SUITE 200, AGOURA HILLS, CA 91301	Licking	\$ 280.00
065-19M-LK	7/30/2019	6/17/2019	6/19/2019	MOWING	15		8645 KINGSLEY DR	013-027612-00.043	*NEW OWNER: ARIKA LLC* JAMES P CHAMBERS	*RETURNED & RESENT TO NEW OWNER ADDRESS* 9067 KINGSLEY DR, REYNOLDSBURG, OH 43068	Licking	\$ 205.00
066-19M-LK (REV)	7/30/2019	6/17/2019	6/19/2019	MOWING	17		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	*RETURNED~NFA* 8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 120.00
067-19M-LK	7/31/2019	6/17/2019	6/21/2019	MOWING	20		0777 TUROS CT	013-027294-00.032	CLAUDETTE RICHARDSON-CLINKSCALES	2926 MARINER AVE, YOUNGSTOWN, OH 44505	Licking	\$ 255.00
069-19M-LK	7/31/2019	6/19/2019	6/24/2019	MOWING	19		8171 GOLDSMITH DR	013-030960-00.000	US BANK NATIONAL ASSOCIATION TRUSTEE SELECT PORT SERVIC INC TITLE DESK REO CLOSING DEPT	3217 S DECKER LAKE, SALT LAKE CITY, UT 84119	Licking	\$ 235.00
072-19TR-LK	8/6/2019	6/17/2019	6/22/2019	TRASH		1	0800 TRICOLOR DR	013-030180-00.043	JERRY L SMITH	PO BOX 329, ETNA, OH 43018	Licking	\$ 175.00
093-19M-LK	8/27/2019	7/11/2019	7/15/2019	MOWING	14		0777 TUROS CT	013-027294-00.032	CLAUDETTE RICHARDSON-CLINKSCALES	2926 MARINER AVE, YOUNGSTOWN, OH 44505	Licking	\$ 215.00
099-19M-LK	8/28/2019	7/24/2019	7/30/2019	MOWING	15		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	*RETURNED~NFA* 8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
100-19M-LK	8/28/2019	8/1/2019	8/5/2019	MOWING	14		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH	Licking	\$ 215.00
126-19M-LK	10/16/2019	9/25/2019	9/26/2019	MOWING	18		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	*RETURNED~NFA* 8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 195.00
143-19MTR-LK	12/17/2019	11/22/2019	11/26/2019	MOWING/ TRASH	40	3	8514 LANDSEER DR	013-030186-00.245	DANIEL R JACOBS	*RETURNED~NFA* 8514 LANDSEER DR, REYNOLDSBURG, OH 43068	Licking	\$ 350.00
TOTAL												\$ 2,755.00

Attachment: Attachment-4345 (Nuisance Costs for Licking County 2019)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: Contract Authorization for Guardrail Upgrade by ODOT

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
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This legislation is necessary to enter into an agreement with ODOT for the replacement/upgrade of guardrail end assemblies on State Route 256. The project is tentatively scheduled to take place in the Spring 2021.

AN ORDINANCE BY THE CITY OF REYNOLDSBURG CONSENTING TO THE REPLACEMENT/UPGRADE OF GUARDRAIL END ASSEMBLIES ON SR- 256 BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) WITHIN THE CITY LIMITS OF REYNOLDSBURG IN FRANKLIN COUNTY.

WHEREAS, the Ohio Department of Transportation (ODOT) has identified the need to replace/upgrade guardrail end assemblies on SR-256 within the City limits of Reynoldsburg in Franklin County. This work will be performed as part of PID 111195, D06 NHS Guardrail Upgrade; and

WHEREAS, said portion of described project is within the City of Reynoldsburg and requires approval by the Council of the City of Reynoldsburg.

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

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

Section 1. Being in the public interest, the City of Reynoldsburg gives consent to the Director of Transportation to complete the above described project.

Section 2. The City of Reynoldsburg shall cooperate with the Director of Transportation in the above-described project.

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

Section 4. ODOT agrees to assume and bear the costs of preliminary engineering, right-of-way, and construction by administering federal and state funds for this project.

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

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

Section 7. Upon completion of the project, and unless otherwise agreed, the LPA shall provide adequate maintenance for the project in accordance with all applicable state and federal law including, but not limited to, Title 23 USC Section 116, provide ample

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

financial resources, as necessary, for the maintenance of the project, shall maintain the right-of-way keeping it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

Section 8. Wherefore, this Ordinance shall take effect thirty days after its passage by Council and the Mayor's signature.



OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 6

400 E. William St., Delaware, OH 43015

740-833-8000

transportation.ohio.gov

August 18, 2020

Ryan Andrews
 City Engineer
 City of Reynoldsburg
 7232 East Main Street,
 Reynoldsburg, OH 43068

RE: Consent Legislation
D06 City NHS Guardrail Upgrade, PID 111195

Dear Mr. Andrews:

Enclosed is consent legislation to allow ODOT's contractor to perform work to replace/upgrade guardrail end assemblies on SR-256 within the City of Reynoldsburg. Tentatively, the construction work will be performed during the spring of 2021.

After your preparation and approval of the legislation document, please forward it to the Council for their necessary action. After the legislation has been executed, please return an electronic copy of the executed legislation to my email address (below).

In order to assure that project development proceeds in a timely manner, the legislation will need to be fully executed and returned to this office prior to December 1, 2020. If you have any questions, please feel free to contact me at 614-357-5430 or via e-mail at kelsey.vandia@dot.ohio.gov.

Respectfully,

Kelsey Vandia
 Local-Let Project Manager
 ODOT D6 Planning & Engineering

Attachments*

C: Legislation file*, R. Wagner*, B. Davidson*, R. McNeill*, K. Fiant*

Attachment: 111195FRA-Reynoldsburg-Consent Legislation (Guardrail Upgrade)

CONSENT LEGISLATION

Rev. 6/26/00

Resolution Number _____
PID Number 111195
D06 City NHS Guardrail Upgrade

The following is a Resolution enacted by the City of Reynoldsburg, Franklin County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

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

This project proposes to replace/upgrade guardrail end assemblies on SR-256 within the City limits, as part of the project PID 111195, D06 City NHS Guardrail Upgrade.

NOW THEREFORE, be it ordained by the City of Reynoldsburg, Ohio.

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

ODOT agrees to assume and bear the costs of preliminary engineering, right-of-way, and construction by administering Federal and State funds for this project.

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

Attachment: 111195FRA-Reynoldsburg-Consent Legislation (Guardrail Upgrade)

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Right-of-way costs include eligible utility costs. ODOT agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

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

SECTION VI - Authority to Sign

The Manager of said City is hereby empowered on behalf of the City of Reynoldsburg to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 2 _____.
(Date)

Attested: _____
(Clerk)

(City Manager)

Attested: _____
(Title)

(President of Council)

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

PID Number 111195

CERTIFICATE OF COPY
STATE OF OHIO

City of Reynoldsburg, Franklin County,, Ohio

I, _____, as Clerk of the City of Reynoldsburg, Ohio, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the legislative Authority of the said City on the _____ day of _____, 2____, that the publication of such Resolution has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Resolution and certificate of publication thereof are of record in Resolution Record Number, Page _____.

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

Clerk

(SEAL)
(If Applicable)

City of Reynoldsburg, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Reynoldsburg, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

Attachment: 111195FRA-Reynoldsburg-Consent Legislation (Guardrail Upgrade)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: Contract Authorization for 2021 Street Improvement Program

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID
DOCUMENTS FOR THE 2021 STREET IMPROVEMENT PROGRAM AND
APPROPRIATING FUNDS THEREFORE**

WHEREAS, the Street Department is requesting authorization to request EMH&T to complete surveying, engineering design and bid documents in preparation of the 2021 street improvement projects; and

WHEREAS, a request of \$66,024.00 from the unappropriated Capital Improvements Fund (410) for roadway engineering with appropriation made to 410.000.0178.5631 Street Resurfacing; and

WHEREAS, EMH&T will provide survey, engineering design and assistance with bidding for sidewalks for the 2021 street maintenance program with \$35,000.00 for sidewalks being from the General Fund (110) and appropriated to account number 110.448.5331 General Engineering.

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

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

SECTION 1. That EMH&T is hereby authorized and directed to conduct surveying, design engineering and bidding services for the 2021 Street Program.

SECTION 2. That an amount of \$66,024.00 in unappropriated Capital Improvements (CIP) Fund (410) be and is hereby unappropriated to account number 410.000.0178.5631 Street Resurfacing.

SECTION 3. That an amount of \$35,000.00 is hereby unappropriated from the General Fund (110) and appropriated to account number 110.448.5331 General Engineering.

SECTION 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

August 13, 2020

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

**Subject: 2021 Reynoldsburg Street Maintenance Program
Proposal for Engineering and Bidding Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for engineering and bidding services for the City's 2021 Street Maintenance Program. This scope of services includes field evaluations, cost estimates, program exhibits, specifications, and bidding services for the street segments that have been identified by the City. Additionally, we are including an optional allowance amount in the event the City would like to perform sidewalk assessments on the streets that are included with the street program.

Based on our previous discussions with the Service Department staff, we anticipate the 2021 Street Program will include the following:

- Resurfacing of approximately 8-12 streets along with curb repairs, curb ramp improvements and full depth pavement repairs.
- Preventative maintenance on 1-3 streets with a focus on crack sealing any composite pavements that have been resurfaced within the past five to ten years. We understand that the City would like to commit approximately 5-10% of the street program budget to preventative maintenance.
- Storm structure repairs will be performed on structures located in the project areas.
- Full depth pavement repairs on arterial streets identified by the City or EMH&T.
- Optional sidewalk program on the final list of streets that are included in the street maintenance program.

The Proposed 2021 Roadway Projects table, which is attached to this proposal, shows a preliminary list of streets that are under consideration for inclusion in the program. It is our understanding that the City's construction budget for the 2021 Street Maintenance Program is approximately \$1,500,000.

SCOPE OF SERVICES

The Scope of Services for this improvement is outlined below:

1. Street Resurfacing Program
 - a. Conduct kick-off and progress meetings with the City throughout the design phase. During the kick-off meeting, EMH&T will work with the City to identify the list of streets that will be assessed in the field. The 2021 Roadway projects table will be used as a starting point for selecting candidate streets.
 - b. We will review record plans for each of the roadway segments and perform pavement cores (through a subconsultant) to verify the existing pavement condition and composition.
 - c. EMH&T will conduct street program field work, which will include the following:

- i. Identify and measure areas that exhibit settlement and cracking patterns, which are indicative of full depth pavement failure.
 - ii. Measure areas of broken, settled, and failing curb. If the quantity of broken curb exceeds 30%-40% +/- of the total curb quantity on that street, it will be recommended for full curb replacement.
 - iii. Assess existing curb ramps to determine if they are compliant with the Public Right-of-Way Accessibility Guidelines (PROWAG). For non-compliant ramps, measurements will be taken to determine curb ramp replacement quantities.
 - iv. Evaluate existing storm structures within the roadway corridors to identify aged and deteriorated structures that require adjustment or reconstruction.
- d. EMH&T will prepare street program exhibits using GIS and record plan information to show the planned improvements on each street.
- e. We will prepare preliminary and final cost estimates for street program work using the field measurements.
- f. EMH&T will conduct two progress meetings with the City during schematic design to review project budgets and finalize program details.
- g. EMH&T will prepare an overall street program exhibit, which can be placed on the City's website to inform the public.
- h. EMH&T will prepare detailed street program specifications, which outline any supplemental instructions, general provisions, and scheduling requirements.

2. Curb Profiles

- a. For streets that require full curb replacement, EMH&T will provide curb profiles to correct any existing sags or flat spots within the existing curb drainage system. Based on previous street program experience and a preliminary review of the candidate streets, we believe that approximately 7,500 to 10,000 linear feet of continuous curb replacement will be necessary. The fee for this work is based on an assumption that no more than 10,000 linear feet of curb survey and curb profiles would be necessary.
- b. This will include topographic survey of the existing curb, roadway pavement, tree lawn, drive approaches, curb inlets, and sidewalk.
- c. Proposed curb grade sheets will be provided to the Contractor for staking prior to curb removal. The profile sheets will include existing and proposed curb grades, limits of driveway replacement, and adjustment details for any curb and gutter inlets along the roadway.

3. Preventative Maintenance

- a. EMH&T will work with the City to identify a target area for surface treatments. It is anticipated that crack routing and filling / sealing would be performed on one or two arterial or collector streets.
- b. We will conduct fieldwork necessary to verify that crack sealing is an appropriate rehabilitation technique. This includes measuring crack widths to verify that are not too wide for the successful application of crack seal.
- c. EMH&T will prepare cost estimates and exhibits for use in public bidding.

4. Bidding Services

- a. Prepare 15 sets of bidding documents and publish the notice to contractors
 - b. Respond to any requests for information from bidders during the bidding process
 - c. Attend bid opening
 - d. Prepare bid tab, award recommendation and conformed copies of the contract documents
5. Optional Work – Sidewalk Assessment – As the plans for the street program develop, the list of streets will be refined. Because of this, the total length of sidewalk that would be included in a sidewalk assessment program, corresponding to the street program, is unknown. Therefore, an exact fee for this work has not been developed. The amount presented in this proposal is an allowance based on conducting sidewalk assessments on approximately 100 parcels. Once the final roadways are determined, EMH&T will provide a more accurate scope and fee. Please bear in mind that a sidewalk assessment program typically requires several months to prepare, including multiple Council actions (Resolution of Intent to Assess, Resolution of Anticipated Assessment Costs, Etc.). Additionally, the City must give the resident a minimum of one month to self-perform the sidewalk repairs if they choose to do so prior to commencing with the construction contract. Therefore, including the sidewalk assessment program with the 2021 Street Maintenance Program might delay the bid and construction beyond the typical February / March timeframe. In order to coordinate these programs, while still maintaining the early bid schedule, sidewalk assessments and initial legislation would need to begin in the summer prior to construction. If the City elects to perform sidewalk assessment work with the 2021 Street Maintenance Program, the following scope of work would be added to EMH&T's task order.
- a. EMH&T will conduct onsite evaluations of the parcels contained within the project area. It is anticipated that approximately two weeks of fieldwork would be required to collect data on approximately 100 parcels.
 - i. EMH&T will collect data on a hand-held GPS device
 - ii. Each defect area will be measured and defects will be coded based on the type of discrepancy, which could be excessive lip at joints, settlement of panels, excessive running slope or cross-slope, or surface deterioration and cracking that creates an uneven surface.
 - iii. Deficiencies that appear to be the result of street trees and roots will be flagged and provided to the City's Master Arborist for further evaluation of the tree.
 - b. The data, which includes parcel ID, owner information, address, tax billing information, quantity of sidewalk replacement, and deficiencies identified, will be exported to a spreadsheet.
 - c. Resident exhibits will be created and provided to the City along with a sample cover letter and estimated assessment amount. The City will send these to the residents along with the notice of assessment and provide the residents with time to complete the repairs themselves if they wish to do so.
 - d. EMH&T will include sidewalk quantities in the bid for the 2021 Street Maintenance Program.

EXCLUSIONS:

- 1. Topographic survey with the exception of curb survey for continuous curb streets. The street program will be characterized and bid using GIS exhibits with an aerial photo background.
- 2. Subsurface evaluations besides the pavement thickness cores.

3. Construction phase services. A follow-on proposal for construction administration and on-site representation will be prepared and submitted to the City following bidding.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. Assuming authorization is granted in October 2020, we anticipate that the project can be bid in February 2021. If the sidewalk assessment is added to the scope, this schedule will likely need to be refined to incorporate timeframes for legislation and resident notification.

FEE

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

EMH&T SERVICES FEE SUMMARY

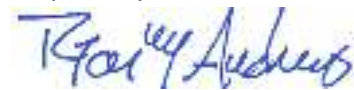
Description of Service/Task	Fee
1. Resurfacing Program	\$41,828.00
2. Curb Profiles	\$15,940.00
3. Preventative Maintenance	\$4,356.00
4. Bidding Services	\$3,900.00
<u>PROJECT TOTAL FEE</u>	<u>\$66,024.00</u>

Optional Allowance for Sidewalk Program Work - \$35,000*

*This number is being provided for budgeting purposes. Should the City elect to proceed with a sidewalk assessment program, EMH&T will submit a more detailed scope and fee once the number of parcels included in the assessment is known.

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

Respectfully submitted,



Ryan M. Andrews, PE

Enclosure

cc: Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

CITY OF REYNOLDSBURG
Proposed 2021 Roadway Projects

Street Name	Limits	Estimated Total Project Cost	Funding Sources				
			General Fund / Storm Fund	TIF	OPWC	ODOT Urban Pave	Permissive
Street Maintenance Program							
Fallriver Drive	All	\$ 230,000	\$ 230,000				
Crofton Place	All	\$ 110,000	\$ 110,000				
Taylor Road S/W	All	\$ 800,000	\$ 800,000	Maybe?			Maybe?
Preistly Drive	Taylor Road to Franklin County Line	\$ 625,000	\$ 625,000				
Taylor Mills Drive	All	\$ 90,000	\$ 90,000				
Taylor Mills Place	All	\$ 25,000	\$ 25,000				
Linick Drive	All	\$ 70,000	\$ 70,000				
Bergenia Drive	All	\$ 135,000	\$ 135,000				
Others??							
Street Program Subtotal		\$ 2,085,000	\$2,085,000	\$ -	\$ -	\$ -	\$ -
East Main Street							
Fra Co. Urban Pave	City Limits in Fra. Co.	\$ 1,500,000	\$ 300,000			\$1,200,000	
Lic Co. Urban Pave	City Limits in Lic. Co.	\$ 560,000	\$ 115,000			\$ 445,000	
East Main Streetscape	Davidson Drive to Jackson Street	\$ 3,850,000	\$1,850,000		\$2,000,000		
East Main Street Subtotal		\$ 5,910,000	\$2,265,000	\$ -	\$2,000,000	\$1,645,000	\$ -
TOTAL		\$ 7,995,000	\$4,350,000	\$ -	\$2,000,000	\$1,645,000	\$ -

Attachment: Proposal-2021 Street Program 8.13.20 (2021 Street Program)

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

DATE: September 28, 2020

TO: Development, Parks and Recreation Committee

RE: Account for Parks & Recreation Sponsorship

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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2,000 has been received in sponsorship monies from TS Tech for the Parks and Recreation Department.

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

Appropriate \$1,000 into Account 110.340.5215 Recreational Supplies

Appropriate \$1,000 into Account 110.340.5339 Misc. Contract Services

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED
GENERAL FUND TO ACCOUNTs IN THE PARKS & RECREATION DEPARTMENT**

WHEREAS, the Reynoldsburg Parks & Recreation department has received a generous sponsorship from T S Tech in the amount of \$2,000; and

WHEREAS, those sponsorship monies need to be appropriated from the unappropriated General Fund and into the following Parks & Recreation funds:

Appropriate \$1,000 into Account 110.340.5215 Recreational Supplies

Appropriate \$1,000 into Account 110.340.5339 Miscellaneous Contract Services

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

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

SECTION 1. That an amount of \$2,000.00 in the unappropriated General Fund be and is hereby appropriated as follows:

To accounts:

110.340.5215	\$1,000.00	Recreational Supplies
110.340.5339	\$1,000.00	Miscellaneous Contract Services

Total donated funds:	\$2,000.00
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SECTION 3. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

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

DATE: September 28, 2020

TO: Public Service and Transportation Committee

RE: Amend the Property Maintenance Code

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This ordinance amends Chapter 1711 Nuisance and Property Maintenance to bring it into compliance with the International Property Maintenance Code.

**AN ORDINANCE TO AMEND CHAPTER 1711 NUISANCE AND PROPERTY
MAINTENANCE OF THE CODIFIED ORDINANCES**

OF THE CITY OF REYNOLDSBURG

WHEREAS, the Council of the City of Reynoldsburg recognizes properties often fall into conditions of disrepair and in violation of established Codes, including the Property Maintenance Code, and pose a threat to the health, safety, and welfare of the City and can constitute a public nuisance; and

WHEREAS, the City finds it necessary to create additional enforcement mechanisms to assist in protecting the health, safety, and welfare threatened by deteriorating buildings and premises.

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

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

SECTION 1. That Chapter 1711 of the Codified Ordinances of the City of Reynoldsburg is hereby amended as outlined in the attached Exhibit A.

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

SEE ATTACHED

CHAPTER 1711

PROPERTY MAINTENANCE CODE

§ 1711.01 International Property Maintenance Code.

§ 1711.02 Amendments, deletions and modifications to the International Property Maintenance Code.

§ 1711.99 Penalty

§ 1711.01 INTERNATIONAL PROPERTY MAINTENANCE CODE.

- (a) In accordance with Section 4.12(a) of the City Charter, there is hereby adopted, and incorporated by reference as if set out at length herein, for the purpose of establishing rules and regulations for the maintenance, regulations, provisions, penalties, conditions and terms of the ~~2003-2018~~ International Property Maintenance Code with the amendments, deletions and modifications prescribed in this chapter.
- (b) In accordance with Section 4.12(b) of the City Charter, the Director shall file a copy of this code with the Clerk of Council, and shall file all revised versions of this code whenever it is revised or amended.

§ 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code is amended and revised as follows. All section numbers correspond to the International Property Maintenance Code, ~~2003-2018~~ Edition.

Chapter 1

101.1 Title.

These regulations shall be known as the *Property Maintenance Code of the City of Reynoldsburg* hereinafter referred to as "this code."

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *current Building Code*. Nothing in this code shall be construed to cancel, modify or set aside any provision of ~~the current Planning & Zoning Code~~ Part 11 of the Codified Ordinances of the City of Reynoldsburg.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION CODE OFFICIAL

01.1 Title.

These regulations shall be known as the *Property Maintenance Code of the City of Reynoldsburg* hereinafter referred to as "this code."

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *current Building Code*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *current Planning & Zoning Code*.

SECTION 103 ~~DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION~~ CODE OFFICIAL

103.1 General.

~~The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.~~ The Director of Public Service shall be charged with enforcing this Code. All references to the Code Official shall be considered to apply to the director or their designee.

~~103.2 Appointment.~~

~~The code official shall be appointed by the chief appointing authority of the jurisdiction; and the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.~~

~~103.3 Deputies.~~

~~In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees.~~

~~103.5 Fees.~~

~~The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.~~

106.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent

illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

Upon the performance of any labor to abate a violation under the provisions of this code, a report of the cost thereof shall be provided to the owner or person having charge or management of the premises, who shall have fourteen (14) days in which to pay the City for such labor. Cost assessments shall be based on the following: labor and material for abatement of the violation, mailing fees; inspection and administrative duties of the Code Official and City staff, with costs being adjusted to current wages.

If the costs are not paid, the Director shall report the outstanding costs to Council. Upon receipt of this report and approval thereof by Council, the Clerk of Council shall make a return in writing to the County Auditor of such charges which shall be entered upon the tax duplicate of the County, in accordance with Ohio R.C. 731.54.

111.1 Application for appeal.

Any person directly affected by a decision of the Code Official or a notice or order issued under this code or any other section of the Codified Ordinances for which no administrative appeal procedure exists, shall have the right to appeal to the Board of Zoning and Building Appeals, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 Membership of board.

~~The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms. Membership of the Board shall be consistent with Section 7.02 of the City Charter.~~

~~—111.2.1 Alternate members.~~

~~—The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~

~~—111.2.2 Chairman.~~

~~—The board shall annually select one of its members to serve as chairman.~~

~~—111.2.3 Disqualification of member.~~

~~—A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~

~~—111.2.4 Secretary.~~

~~—The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~

- ~~—111.2.5 Compensation of members.~~
- ~~—Compensation of members shall be determined by law.~~

111.4 Open hearing.

All hearings before the Board shall be open to the public. The appellant, the appellant's representative, the Code Official and any person whose interests are affected shall be given an opportunity to be heard. ~~A quorum shall consist of not less than two thirds of the board membership.~~

~~111.5 Postponed hearing.~~

~~When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~

~~111.7 Court review.~~

~~Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.~~

111.8 Stays of enforcement.

Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the *Board of Zoning and Building Appeals*. Upon the issuance of a decision to sustain a Notice of Violation, the penalty provisions of Section 106.4 shall proceed so that each day a violation continues shall be deemed a separate offense.

112.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars subject to the general penalties of this Code.

Chapter 3

302.4 Weeds.

All premises and exterior property shall be maintained free from weeds or plant growth in excess of *six inches (6IN) in height for improved lots and twelve inches (12IN) in height for unimproved lots*. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. *On lots or parcels determined to be vacant or abandoned, the term shall also*

include shrubs and undergrowth arranged in a way that provides an unobservable location for unauthorized human habitation.

If the Code Officer determines, after an inspection, that the lot or parcel of land is vacant or abandoned, then he shall not be required to serve the notice of violation.

Only one notice of violation per calendar year is required to be served by the Code Official for a lot or parcel. If, after one notice of violation has been served, the Code Official determines that one or more subsequent violations has occurred on that lot or parcel during that calendar year, service of an additional notice of violation shall not be required and the City may proceed to immediately abate such violations as set forth in Section 106.03.

302.8 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(a) No automobile, motorcycle or other motor vehicle or trailer shall be parked or remain on any non-parking or non-driveway portion of the yard of any residential or multi-family zoned lot. All motorized vehicles and or trailers shall be parked/kept only on an improved hard surface such as concrete or asphalt. Such surfaces shall encompass the entire vehicle or trailer. All vehicles or trailers parked in parking areas or driveways shall bear the current registration or license plates as required by the Ohio Revised Code.

(c) This section shall not apply during times of emergency due to acts of nature; or during the time that a resident is in the process of moving in or out of the premises.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, capable of containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Also see Section ~~1171.06(b)~~ 1105.13(C) and Chapter 1363 of the Codified Ordinances.

Exception: Hot tubs and spas may be exempt from the fence or barrier requirements if they are secured by a fully lockable lid.

304.2 Protective treatment.

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. *Once a protective treatment has been applied to decay resistant woods it must be maintained.* All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). *Also see Chapter 1355 of the Codified Ordinances.*

304.14 Insect screens.

~~During the period from [DATE] to [DATE],~~ every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed. *Screens shall not be required on residential properties between November 1st and March 25th of the following calendar year.*

~~307.2~~308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers. *Also see Chapter 975 of the Codified Ordinances.*

~~307.2.2~~308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors. *Also see Section 521.01 of the Codified Ordinances.*

~~307.2.3~~308.2.3 Interior Furniture.

Upholstered furniture, mattresses, materials and other similar products not designed, built and manufactured for outdoor use shall not be discarded, abandoned, stored or placed on a porch, balcony, roof, or in a yard unless the porch or balcony is completely enclosed.

Chapter 4

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the current *Building Code* shall be permitted.

Chapter 5

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Ohio Plumbing Code*.

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance. *Also see Section 941.06 of the Codified Ordinances.*

Chapter 6

602.1 Facilities required.

Heating facilities shall be provided in structures as required by this section. *Also see Section 521.02 of the Codified Ordinances.*

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from [DATE] to [DATE]~~ to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the *current Electrical Code*. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

Chapter 7**702.1 General.**

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *current Building Code*.

702.2 Aisles.

The required width of aisles in accordance with the *current Building Code* shall be unobstructed.

702.3 Locked doors.

All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *current Building Code*.

704.1 General.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *current Building Code*.

704.2 Smoke alarms.

Single or multiple-station smoke alarms shall be installed and maintained in ~~Groups R-2, R-3, R-4 and in dwellings not regulated in Group R-all residential dwelling units occupancies, regardless of occupant~~ load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with the *current Building Code*.

Chapter 8

City	City of Reynoldsburg 7232 E. Main Street Reynoldsburg, OH 43068	
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Standard Referenced Number	Title	Referenced in Section Number	Code
COR	Codified Ordinances of Reynoldsburg	102.3, 106.4, 201.3, 111.1, 111.2, 307.4	
COR-PZ	Reynoldsburg Planning & Zoning Code	102.3, 201.3	
OBBS	Ohio Board of Building Standards 6606 Tussing Road Reynoldsburg, Ohio 43068		
Standard Referenced Number	Title	Referenced in Section Number	Code
OBC-2011	Ohio Building Code	102.3, 201.3	
OFC-2011	Ohio Fire Code	102.3, 201.3	
OMC-2011	Ohio Mechanical Code	102.3, 201.3	
OPC-2011	Ohio Plumbing Code	102.3, 201.3	
ORC-1999	Ohio Residential Code for One, Two & Three Family Dwellings	102.3, 201.3	
NFPA	National Fire Protection Association One Batterymarch Park Quincy, Massachusetts 02269		
Standard Referenced Number	Title	Referenced in Section Number	Code
NEC	National Electric Code	102.3, 201.3	

§ 1711.99 PENALTY.

- (a) In addition to any other civil penalties provided for by this Code, ~~anyone~~ any owner, operator, or occupant of a premises found in violation of who violates any provision of this Chapter who fails to comply with the written notice provided in Section 107 is guilty of an ~~minor unclassified misdemeanor. For any second or subsequent offense within a year of a prior offense, any violator is guilty of a misdemeanor of the fourth degree, which is punishable by a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.~~
- (b) On a second or subsequent offense occurring within a two (2) years of a prior offense, any owner, operator, or occupant of a premises found in violation of this Chapter who fails to comply with the written notice provided in Section 107 is guilty of an unclassified misdemeanor punishable by up to sixty (60) days in jail and a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.

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CHAPTER 1711

PROPERTY MAINTENANCE CODE

§ 1711.01 International Property Maintenance Code.

§ 1711.02 Amendments, deletions and modifications to the International Property Maintenance Code.

§ 1711.03 Enforcement Procedure

§ 1711.98 Civil Penalties

§ 1711.99 Penalty

§ 1711.01 INTERNATIONAL PROPERTY MAINTENANCE CODE.

- (a) In accordance with Section 4.12(a) of the City Charter, there is hereby adopted, and incorporated by reference as if set out at length herein, for the purpose of establishing rules and regulations for the maintenance, regulations, provisions, penalties, conditions and terms of the ~~2003–2018~~ International Property Maintenance Code with the amendments, deletions and modifications prescribed in this chapter.
- (b) In accordance with Section 4.12(b) of the City Charter, the Director shall file a copy of this code with the Clerk of Council, and shall file all revised versions of this code whenever it is revised or amended.

§ 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code is amended and revised as follows. All section numbers correspond to the International Property Maintenance Code, ~~2003–2018~~ Edition.

Chapter 1

101.1 Title.

These regulations shall be known as the *Property Maintenance Code of the City of Reynoldsburg* hereinafter referred to as "this code."

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *current Building Code*. Nothing in this code shall be construed to cancel, modify or set aside any provision of ~~the current Planning & Zoning Code~~ Part 11 of the Codified Ordinances of the City of Reynoldsburg.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION CODE OFFICIAL

01.1 Title.

These regulations shall be known as the *Property Maintenance Code of the City of Reynoldsburg* hereinafter referred to as "this code."

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *current Building Code*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *current Planning & Zoning Code*.

SECTION 103 ~~DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION~~ CODE OFFICIAL

103.1 General.

~~The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.~~ *The Director of Public Service shall be charged with enforcing this Code. All references to the Code Official shall be considered to apply to the director or their designee.*

~~103.2 Appointment.~~

~~The code official shall be appointed by the chief appointing authority of the jurisdiction; and the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.~~

~~103.3 Deputies.~~

~~In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees.~~

~~103.5 Fees.~~

~~The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.~~

106.4 Violation Penalties

Any person who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof shall be subject to the penalty provisions set forth in Reynoldsburg City Ordinance Sections 1711.98 and 1711.99.

106.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

Upon the performance of any labor to abate a violation under the provisions of this code, a report of the cost thereof shall be provided to the owner or person having charge or management of the premises, who shall have fourteen (14) days in which to pay the City for such labor. Cost assessments shall be based on the following: labor and material for abatement of the violation, mailing fees; inspection and administrative duties of the Code Official and City staff, with costs being adjusted to current wages.

If the costs are not paid, the Director shall report the outstanding costs to Council. Upon receipt of this report and approval thereof by Council, the Clerk of Council shall make a return in writing to the County Auditor of such charges which shall be entered upon the tax duplicate of the County, in accordance with Ohio R.C. 731.54.

111.1 Application for appeal.

Any person directly affected by a decision of the Code Official or a notice or order issued under this code or any other section of the Codified Ordinances for which no administrative appeal procedure exists, shall have the right to appeal to the Board of Zoning and Building Appeals, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 Membership of board.

~~The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms. Membership of the Board shall be consistent with Section 7.02 of the City Charter.~~

~~111.2.1 Alternate members.~~

~~—The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~

~~—111.2.2 Chairman.~~

~~—The board shall annually select one of its members to serve as chairman.~~

~~—111.2.3 Disqualification of member.~~

~~—A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~

~~—111.2.4 Secretary.~~

~~—The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~

~~—111.2.5 Compensation of members.~~

~~—Compensation of members shall be determined by law.~~

111.4 Open hearing.

All hearings before the Board shall be open to the public. The appellant, the appellant's representative, the Code Official and any person whose interests are affected shall be given an opportunity to be heard. ~~A quorum shall consist of not less than two thirds of the board membership.~~

~~111.5 Postponed hearing.~~

~~When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~

~~111.7 Court review.~~

~~Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.~~

111.8 Stays of enforcement.

Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the *Board of Zoning and Building Appeals*. Upon the issuance of a decision to sustain a Notice of Violation, such stay shall be lifted.

112.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars subject to the general penalties of this Code.

Chapter 3

302.4 Weeds.

All premises and exterior property shall be maintained free from weeds or plant growth in excess of six inches (6IN) in height for improved lots and twelve inches (12IN) in height for unimproved lots. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. *On lots or parcels determined to be vacant or abandoned, the term shall also include shrubs and undergrowth arranged in a way that provides an unobservable location for unauthorized human habitation.*

If the Code Officer determines, after an inspection, that the lot or parcel of land is vacant or abandoned, then he shall not be required to serve the notice of violation.

Only one notice of violation per calendar year is required to be served by the Code Official for a lot or parcel. If, after one notice of violation has been served, the Code Official determines that one or more subsequent violations has occurred on that lot or parcel during that calendar year, service of an additional notice of violation shall not be required and the City may proceed to immediately abate such violations as set forth in Section 106.03.

302.8 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(a) No automobile, motorcycle or other motor vehicle or trailer shall be parked or remain on any non-parking or non-driveway portion of the yard of any residential or multi-family zoned lot. All motorized vehicles and or trailers shall be parked/kept only on an improved hard surface such as concrete or asphalt. Such surfaces shall encompass the entire vehicle or trailer. All vehicles or trailers parked in parking areas or driveways shall bear the current registration or license plates as required by the Ohio Revised Code.

(c) This section shall not apply during times of emergency due to acts of nature; or during the time that a resident is in the process of moving in or out of the premises.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, capable of containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained

such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Also see Section ~~1171.06(b)~~ 1105.13(C) and Chapter 1363 of the Codified Ordinances.

Exception: Hot tubs and spas may be exempt from the fence or barrier requirements if they are secured by a fully lockable lid.

304.2 Protective treatment.

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. *Once a protective treatment has been applied to decay resistant woods it must be maintained.* All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Also see Chapter 1355 of the Codified Ordinances.

304.14 Insect screens.

~~During the period from [DATE] to [DATE],~~ every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed. *Screens shall not be required on residential properties between November 1st and March 25st of the following calendar year.*

~~307.2~~ 308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers. *Also see Chapter 975 of the Codified Ordinances.*

307.2.2308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors. *Also see Section 521.01 of the Codified Ordinances.*

307.2.3308.2.3 Interior Furniture.

Upholstered furniture, mattresses, materials and other similar products not designed, built and manufactured for outdoor use shall not be discarded, abandoned, stored or placed on a porch, balcony, roof, or in a yard unless the porch or balcony is completely enclosed.

Chapter 4

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the current *Building Code* shall be permitted.

Chapter 5

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Ohio Plumbing Code*.

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance. *Also see Section 941.06 of the Codified Ordinances.*

Chapter 6

602.1 Facilities required.

Heating facilities shall be provided in structures as required by this section. *Also see Section 521.02 of the Codified Ordinances.*

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from [DATE] to [DATE]~~ to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the *current Electrical Code*. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

Chapter 7

702.1 General.

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *current Building Code*.

702.2 Aisles.

The required width of aisles in accordance with the *current Building Code* shall be unobstructed.

702.3 Locked doors.

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704.1 General.

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *current Building Code*.

704.2 Smoke alarms.

Single or multiple-station smoke alarms shall be installed and maintained in ~~Groups R-2, R-3, R-4 and in dwellings not regulated in Group R-all residential dwelling units occupancies, regardless of occupant~~ load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and

without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with the *current Building Code*.

Chapter 8

City	City of Reynoldsburg 7232 E. Main Street Reynoldsburg, OH 43068	
Standard Referenced Number	Title	Referenced in Code Section Number
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NFPA	National Fire Protection Association One Batterymarch Park Quincy, Massachusetts 02269	
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§ 1711.03 ENFORCEMENT PROCEDURES

(A) Notice of Violation.

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(1) Whenever the director, or her or his designee, determines there are reasonable grounds to believe that there exists a condition that violates any provisions or requirements set forth in the Chapter 1711, the director may issues a notice setting forth the alleged violations and advising the owner or person having a charge that such violations must be corrected.

(2) Content of Notice of Violation.

- a. All notices of violation, except emergency orders, shall be in writing and shall be served on the owner, operator, occupant, or any person from whom action, forbearance, or compliance is required.
- b. All notices of violation shall identify the sections of Chapter 1711 and the International Property Maintenance Code to which the order applies.
- c. All notices of violation shall provide a description of the property, dwelling, dwelling unit, multiple dwelling, business building or premises where the violations are alleged to exist or to have been committed; and/ or a description of the public nuisance and the premises where the said public nuisance is alleged to exist. Such description may include, but is not limited to, the address where the violation exists.
- d. All notices of violation shall specify a reasonable time for compliance with the order. Such reasonable time may vary depending upon the nature of the violation.
- e. All notices of violation shall advise the owner or person having charge of the right to appeal to the Board of Zoning and Building Appeals within fourteen (14) days of receipt of the notice of violation.
- f. All notices of violation shall advise the owner or person having charge that if the order is not complied with by the specified date of compliance the director may initiate a civil and/or criminal complaint against the owner or person having charge; and/ or the director may, by city personnel or private contractor, cause the violations to be corrected with the cost of such correction to be charged as a lien upon the real estate.

(3) Service of Notice of Violation. A notice of violation shall be served upon the owner, operator, occupant, or any person from whom action, forbearance, or compliance is required. Such notice shall be served by any one (1) of the following methods:

- a. Personal service; or
- b. Certified mail; or
- c. Residence service; or
- d. If the methods prescribed by Section 1711.03(A)(3)(a-c) are ineffective, service may be effectuated by publication in a newspaper of general circulation in the City; or

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e. If service pursuant to Section 1711.03(A)(3)(b) is returned marked as having been refused or unclaimed, service may be effectuated by regular mail service to an address that is reasonably believed to be:

i. A place of residence of the owner, or

ii. A Location at which the owner regularly receives mail; or

f. Posting the notice of violation on the property, except that if a structure or premise is vacant, then the notice shall be posted on the structure or premise and one (1) of the above methods of service shall also be used.

g. For any owner, operator, or occupant that is a business registered with the Ohio Secretary of State, service may, in addition to the above, be effectuated by Certified Mail service on the statutory agent of the business.

(4) When the notice of violation has been properly serviced, the order shall be effective as to anyone having any interest in the premises whether recorded or not at the time the order was issued and shall be effective against any subsequent owner of the premises as long as the violation exists and there remains a city record of the order in a public file maintained by the director.

(5) Written or oral acknowledgment by the owner of a receipt of a notice of violation shall be evidence that the owner received the notice of violation. An appeal of the notice of violation to the Board of Zoning and Building Appeals by the owner pursuant shall constitute evidence of written acknowledgment by the owner of service of notice of violation.

(B) Emergencies

(1) Whenever the director finds that an emergency exists which requires immediate action to protect the health and safety of any person, he or she may issue an oral or written order reciting the existence of such an emergency and requiring that such action as he or she deems necessary to be taken to meet the emergency. Notwithstanding the other provisions of this code, such order shall be effective immediately and complied with immediately.

(2) If necessary to protect the health and safety of any person where an emergency exists in an occupied building, the director shall order that the premises be vacated forthwith and further that it shall not be reoccupied until the conditions causing the emergency to exist have been abated and approved by the director.

(3) In cases where it reasonably appears that there is imminent danger to the health and safety of any person unless the emergency condition is immediately corrected and if after reasonable attempts to notify the owner it appears that the owner will not or cannot immediately correct the condition, the director may cause the immediate abatement, including building demolition, of such emergency condition. The director shall further

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cause the cost of such abatement to be charged against the land on which the building exists as a municipal lien or to be recovered in a civil suit against the owner.

§ 1711.98 CIVIL PENALTIES

(A) In addition to any other remedy or penalty provided in this Section, any owner of property who fails to comply with a Notice of Violation issued under Chapter 1711 by the date specified in the notice shall incur a civil penalty of \$1,000.00 for each calendar day thereafter that an owner, operator, or occupant fails to comply with the Notice of Violation.

(B) The Director shall provide notice to the owner prior to the assessment of a civil penalty. Such notice shall state the date on which the assessment of a civil penalty will commence and shall be served on the owner as provided in Section 1711.03(A)(3).

(C) The Director must document the non-compliance for each day for which a civil penalty is to be assessed against an owner under this Section. Such documentation may include periodic, but not necessarily daily, photographic evidence of non-compliance demonstrating the continued existence of the condition of the premises for which the Notice of Violation was issued.

(D) The Director shall also document that prior to the issuance of the notice of civil penalty that the Director personally conferred or attempted to confer with the owner of the premises in an effort to establish a reasonable period of time for the owner to comply.

(E) The Director may file a civil action in a court of competent jurisdiction seeking a court order to recover any accumulated civil penalties.

(F) Any accumulation of civil penalties under this Section shall be stayed pending an appeal of the Notice of Violation issued under Chapter 1711 to the Board of Zoning and Building Appeals until the Board of Zoning and Building Appeals issues its decision on the appeal.

(G) This section shall not apply to any residential property that is occupied by the owner of the property unless such property contains multiple residential units that are marketed for rent.

(H) This section shall apply to any Condominium Association organized under Chapter 5311 of the Ohio Revised Code as the owner and/or operator of common areas under the control of the Condominium Association.

§ 1711.99 PENALTY.

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- (a) ~~In addition to any other civil penalties provided for by this Code, anyone~~ Any owner, operator, or occupant of a premises found in violation of ~~who violates any provision of this Chapter~~ who fails to comply with the written Notice of Violation as provided in this Chapter is guilty of an ~~minor-unclassified misdemeanor. For any second or subsequent offense within a year of a prior offense, any violator is guilty of a misdemeanor of the fourth degree, which is punishable by a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation. It shall not be necessary for a separate complaint to be filed for each calendar day such violation persists.~~
- (b) On a second or subsequent offense occurring within a two (2) years of a prior offense, any owner, operator, or occupant of a premises found in violation of this Chapter who fails to comply with the written notice provided in Section 107 is guilty of an unclassified misdemeanor punishable by up to sixty (60) days in jail and a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.
- (c) Strict liability is intended to be imposed for any violation of Chapter 1711.
- (d) ~~In addition to any criminal penalties a court may impose on an owner, an owner who fails to comply with a Notice of Violation shall incur a civil forfeiture of two hundred dollars (\$100.00) for each calendar day that an owner fails to comply. The Director may file a civil action styled "Complaint for Civil Forfeiture" in a court of competent jurisdiction. For violations occurring in Franklin County, such action shall be commenced in the Franklin County Municipal Court, Environmental Division.~~
- (e) ~~Nothing in this Section shall be construed to prohibit the Director from pursuing the enforcement of any provision of Title 11 and Chapter 1701 of the Codified Ordinances of the City of Reynoldsburg.~~

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Mayor's Office

Joe Begeny
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226867 Phone

ORDINANCE REQUEST

DATE: **September 28, 2020**

TO: **Finance and Administration Committee**

RE: **City Hall Copier Renewal**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Authorization for Mayor to enter into an agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for the lease of 3 photo copy machines for City Hall use for a total of \$63,141.75 for 63 months (see attached agreement)

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE
 AGREEMENT WITH MODERN OFFICE METHODS FOR THE CITY HALL
 COPIERS**

WHEREAS, the Reynoldsburg City Hall has three copier units and the lease agreement is expiring; and

WHEREAS, the Mayor is recommending the renewal of a sixty-three month lease with Modern Office Methods, the current copier provider; and

WHEREAS, the three copier units leased are one Ricoh IMC6000 and two Ricoh IMC3500s, both of which are listed for lease on the state cooperative purchasing program, Schedule No. 800310; and

WHEREAS, the total fee for lease of the copier units, as well as the additional features, is based

Mayor's Office**Joe Begeny****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226867 Phone**

upon equivalent or better terms that the state cooperative purchasing program.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for three (3) copiers in City Hall with a lease term to of sixty-three months at total fee of \$63,141.75.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175(f) competitive bidding is hereby waived as the items are to be leased upon equivalent or better terms than the state cooperative purchasing program.

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



For: Jessica Rosenthal

By: Dan Lamatrice

Date: June 25, 2020

The content in this proposal is confidential trade secret information and intended for the use of (Name of Company) only. The content herein may not be reproduced without the specific written permission of Modern Office Methods. This is a proposal only, and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request. Pricing in this proposal is good for 30 days starting on June 25, 2020.

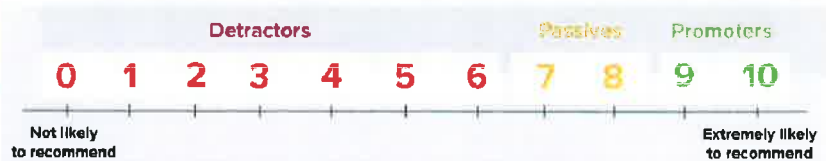


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CLIENT LOYALTY IS OUR PRIORITY



MOM utilizes the **Net Promoter Score** to gauge our clients' overall satisfaction and loyalty to our organization. The **Net Promoter Score** is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others.



$$\text{NPS} = \% \text{ 😊 } - \% \text{ ☹️ }$$

CLIENT LOYALTY MANAGER

MOM's Client Loyalty Manager personally responds to all surveys where the client has indicated they are not satisfied. He listens to the client and creates an action plan to resolve their issue. Following up with the client and internal departments until satisfaction is achieved. They will also follow up months later to confirm resolution...which is referred to as "Closing the loop".

NET PROMOTER SCORE

Why is the NPS score important to us and *more importantly...* why is this score important to you? Asking the ultimate question of "Would you recommend MOM?" allows us to track promoters and detractors, producing a clear measure of our organization's performance through our clients' eyes. Our goal is to make all of our clients promoters because then we know their experience merits positive feedback. If we fall short of that mark, our Client Loyalty Manager has processes in place to rectify the situation. We don't see customer service as a department at MOM, but instead, an attitude. Our Client Loyalty Manager monitors all feedback and our team is very passionate about providing the best possible experience for our clients. We are proud to say **Client Loyalty is Our Priority**.



TOTAL **GREEN** DOCUMENT SOLUTIONS

BUSINESS TECHNOLOGY REVIEW



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TOTALCARE.360

At MOM, we are dedicated to *Total Client Satisfaction*. In 2017, we launched the new **BUSINESS TECHNOLOGY REVIEW (BTR)**. This review is held at the very least, once a year to make sure MOM is being as effective as a partner that is possible for you, the client.

The BTR breaks down **MOM's EFFICIENCY SCORE** – This score measures how well we are doing as a partner. The Efficiency Score covers 4 main areas of our business at a client's site: *Fleet Management, Service, Managed Documents, and Security*.

EFFICIENCY SCORE



- ☒ **FLEET MANAGEMENT**
- ☒ **SERVICE**
- ☒ **MANAGED DOCUMENTS**
- ☒ **SECURITY**

FLEET MANAGEMENT looks at all managed and unmanaged device to identify trends that may determine a different strategy for the future. We will review trends in volume, as well as, trends in the black/white to color ratio.

SERVICE outlines the uptime of your equipment to review any trends over the last 6 months to a year. Service calls are detailed out to identify areas of improvement.

MANAGED DOCUMENTS dashboard gives us information on how the client is using scanning, document workflow, and mobile forms, if at all, in their environment.

SECURITY identifies 5 areas of a client's business that MOM's services can help with from monitoring scan destinations, user authentication, image overwrite, HDD overwrite, and encryption.

Finally, our *Client Loyalty Manager* reviews all survey responses to make sure we are doing the best job possible for our clients. Ask about our *Net Promoter Score* for more information about how MOM gauges our client's overall satisfaction and loyalty to our organization.



TOTAL **GREEN** DOCUMENT SOLUTIONS

Packet Pg. 353

PROPOSED INVESTMENT PLAN

Ricoh IMC6000(upstairs)

- 60 pages per minute both black and full color
- Fax, Staple Finisher
- 2 x 5550 sheet paper drawers, plus tandem 2,000 sheet drawer

Investment Option:

63 Month FMV Lease:

\$223.38/month

Maintenance:

\$192.53/month

Includes 7,500 black and 2,100 color copies/prints per month with overages billed quarterly @ \$.00985 for black and \$.0615 for color.

Rates have been locked for length of contract

Total:

\$415.91/month

***Includes:** Parts, Labor, Travel, and all Toner.

***Excludes:** Paper and Staples.



TOTAL **GREEN** DOCUMENT SOLUTIONS


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PROPOSED INVESTMENT PLAN

Ricoh IMC3500 (downstairs)

- 35 pages per minute both black and full color
- Fax, Staple Finisher
- 4 x 5550 sheet paper drawers

Investment Option:

63 Month FMV Lease:

\$183.11/month

Maintenance:

\$111.42/month

Includes 5,800 black and 500 color copies/prints per month with overages billed quarterly @ \$.00985 for black and \$.0615 for color.

Rates have been locked for length of contract

Total:

\$294.53/month

***Includes:** Parts, Labor, Travel, and all Toner.

***Excludes:** Paper and Staples.

Attachment: Modern Office Methods (69-2020 : Agreement for Copiers City Hall)



TOTAL GREEN DOCUMENT SOLUTIONS

PROPOSED INVESTMENT PLAN

Ricoh IMC3500 (Building Department)

- 35 pages per minute both black and full color
- Fax, Staple Finisher
- 4 x 5550 sheet paper drawers

Investment Option:

63 Month FMV Lease:

\$183.11/month

Maintenance:

\$94.50/month

Includes 3,500 black and 600 color copies/prints per month with overages billed quarterly @ \$.00985 for black and \$.0615 for color.

Rates have been locked for length of contract

Total:

\$277.61/month

Overall Total:

\$1,002.25/month

***Includes:** Parts, Labor, Travel, and all Toner.

***Excludes:** Paper and Staples.



TOTAL GREEN DOCUMENT SOLUTIONS

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TOTAL CARE GUARANTEE

MOM has one of the premier, **written guarantees** in our industry. We offer you a 60-day money back guarantee, Free Loaner Program, 24 hour-7 day a week-help line, Contract Flexibility, Certified Service Technicians, Network Support, Guaranteed Performance Clause, and our **ABSOLUTE SATISFACTION GUARANTEE** that states that if you are not happy with your equipment for any reason, we will replace it with an identical or similar piece of equipment at your written request!

This plan not only ensures your total and complete satisfaction with the equipment now, but also for the length of the lease if the equipment is financed or three full years if the equipment is purchased outright. *(Equipment must have a MOM service plan.)*

With over 14,000 customers in our territory and a 98% approval rating, we feel that we have the right equipment, competitive pricing, and the right support staff to make another satisfied client now and in the future!

Attachment: Modern Office Methods (69-2020 : Agreement for Copiers City Hall)



TOTAL **GREEN** DOCUMENT SOLUTIONS



modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT

14.c.a

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Modern Office Methods, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME

City of Reynoldsburg Municipal Building

STREET ADDRESS

7232 E Main St

CITY

STATE

ZIP

PHONE

FAX

Reynoldsburg

Oh

43068

614-322-6868

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING MET - COLOR

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES

Ricoh IMC6000

Ricoh IMC3500

Ricoh IMC3500

SERIAL NO.

STARTING METER
- B&W

STARTING METER
- COLOR

Monthly Payment* \$	1002.25	B&W Impressions Included / Month	16,800	B&W Overages billed at \$	.00807(fixed)	per impressio
*plus applicable taxes		Color Impressions Included / Month	3,200	Color Overages billed at \$	.05565(fixed)	per impressio

TERM AND PAYMENT INFORMATION

Term in 63 Months The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc.

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above)

X

Mayor

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted for notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or c) Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering pre-tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fee in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance we pay to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or with any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and we have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) our review or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due on the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to identify, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of Justice. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be a copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to use non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEMS INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. For your convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

General											
Company Reynoldsburg Municipal Building			Contact Jessica Rosenthal			Order #					
Address 7232 E Main St			Phone # jrosenthal@ci.reynoldsburg.oh.us			Sales Rep Dan Lamatrice					
City St Zip Reynoldsburg OH 43068			e-Mail 614-322-6846			Date					
Delivery Information											
Model Ricoh IMC6000		  		Steps ☒		Model Ricoh IMC3500		  		Steps ☒	
Location 2nd Floor		☐ ☐ ☐		Elevator ☒		Location Building Department		☐ ☐ ☐		Elevator ☒	
IPAddress		☐ ☐ ☐		Dock ☐		IPAddress		☐ ☐ ☐		Dock ☐	
Model Ricoh IMC3500		  		Steps ☒		Model		  		Steps ☐	
Location Downstairs		☐ ☐ ☐		Elevator ☒		Location		☐ ☐ ☐		Elevator ☐	
IPAddress		☐ ☐ ☐		Dock ☐		IPAddress		☐ ☐ ☐		Dock ☐	
Connectivity & Software											
IT Contact				☐ Hot Swap ☐ Demo Unit		☐ User Codes ☒ Scan to Email ☐ Fiery / Creo					
IT Phone						☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer					
IT Email						☐ Fax Forward ☐ PPDM ☐ PS for Macs					
☐ Internal ☒ Outsourced ☐ None											
Who will be networking the equipment?				Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No Is there a fax line available within 5 feet of the machine? ☒ Yes ☐ No							
☒ MOM ☐ Client ☐ Not Connected											
Modern Office Methods (MOM) would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☒ DCA Already Installed ☐ DCA Install Approved											
Network Services & Installation Rates Charge						Software Acknowledgement & Release					
Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these						Client hereby acknowledges that it has requested Modern Office Methods (MOM) to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns to indemnify MOM, its owners & employees from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.					
Connectivity Warranty											
Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.											
Client Responsibilities											
Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client. - Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training.											
Signature _____ Network Installation Terms & Conditions Acceptance						Date _____					
Post-Installation Training											
☒ Yes ☐ No											
Key Operator Contact Jessica Rosenthal			Phone # 614-322-6846			e-Mail jrosenthal@ci.reynoldsburg.oh.us					
Special Instructions											

Machine Removal Information

Hard Drive Security

- ☒ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- ☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- ☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____

Title: _____

Date: _____

HD Security Terms & Conditions Acceptance _____

Client Asset Pick-up Authorization

- ☐ **"Remove" & Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- ☒ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- ☐ **"Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name _____

Signature _____

Requested Return Date: _____ / _____ / _____

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Canon iRC7260	Serial #	ULK03221	Location	7232 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model	Canon iR4235	Serial #	RKJ06249	Location	7232 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model	Canon iRC2225	Serial #	LYD09283	Location	7232 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"

Asset(s) To Be Relocated

Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

Company	Address	City St Zip
Install Contact	Phone	eMail
Training Contact	Phone	eMail
Network Contact	Phone	eMail

[illegible]

Attachment: Modern Office Methods (69-2020 : Agreement for Copiers City Hall)



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Modern Office Methods

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

7232 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Attachment: Modern Office Methods (69-2020 : Agreement for Copiers City Hall)

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, dated _____, between _____, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.

Lessor

Signature

Title

Date

City Of Reynoldsburg Municipal Building

Customer

X

Signature

Mayor

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # _____, between City of Reynoldsburg Municipal Building, as Customer and Modern Office Methods, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Customer

Signature

Title

Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Attachment: Modern Office Methods (69-2020 : Agreement for Copiers City Hall)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

DATE: September 28, 2020

TO: Finance and Administration Committee

RE: Audit Extension Agreement

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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The City of Reynoldsburg will enter into a contract for a total of \$54,000 (\$18,000 per year) with terms specified in the EXTENSION AGREEMENT Contract submitted by the Ohio Auditor of State Keith Faber

Whereas The Auditor of State has audited public offices' compliance with legal requirements since 1902. Audits of Ohio public offices have been subject to Ohio Rev. Code Chapter 117, or its predecessor, since that time. Section 117.11 (A) states in part that when auditing Ohio public offices:

. . . [I]nquiry shall be made into . . . whether the laws, rules, ordinances, and orders pertaining to the office have been observed, and whether the requirements and rules of the auditor of state have been complied with. and

Whereas Public officials are strictly liable to account for public funds entrusted to their care. "Strict liability" means a person may be found liable for the loss even though he or she may not have been personally at fault. Also, any public official who either authorizes an illegal expenditure of public funds or supervises the accounts of a public office from which such illegal expenditure is made is strictly liable for the amount of such expenditure. Mere unidentified shortages of public moneys, or such an illegal expenditure, are sufficient reasons for a Finding for Recovery against such a public official. and

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

Whereas The auditor may consider performing the following procedures to assess management's identification of compliance requirements that could materially affect financial statement amounts and disclosures:

- Consider knowledge about compliance requirements obtained during prior-period audits.
- Interview the entity's chief financial officer, legal counsel, internal auditor, or grant administrators about compliance requirements.
- Identify sources of revenue, review any related agreements (for example, loan, grant, and contribution agreements), and ask about legal provisions and enabling legislation that relate to using and accounting for the revenue.
- Obtain and review federal and state publications pertaining to compliance requirements, such as Department of the Treasury and Internal Revenue Service regulations (concerning the calculation and reporting of arbitrage rebates and refunds and employment taxes), the Uniform Guidance cost principles and administrative requirements, as applicable to the award, and the OMB Compliance Supplement, the Catalog of Federal Domestic Assistance, and similar state program publications (concerning grants and appropriations).
- Obtain and review sections of the state constitution, statutes, and regulations that pertain to the entity, in particular the sections that concern financial reporting, investment, debt, taxation, budget, appropriation, and procurement matters.
- Review the minutes of meetings of the entity's governing board for the enactment of relevant laws and regulations and information about relevant contracts and grant agreements.
- Ask federal, state, or local auditors or other appropriate audit oversight organizations about applicable compliance requirements, including statutes and uniform reporting requirements.
- Ask the audit, finance, or program administrators of other entities from which the entity receives grants, contributions, and appropriations about the restrictions, limitations, terms, and conditions under which the amounts were provided. and

Whereas The Auditor of the State of Ohio has previously bid this contract and has the authority to grant an extension for the years 2020, 2021 and, 2022.

Resolved The City of Reynoldsburg will enter into this contract for a total of \$54,000 with terms specified in the **EXTENSION AGREEMENT** (see attachment) contract submitted by the Ohio Auditor of State Keith Faber The City of Reynoldsburg and Wilson, Shannon and Snow

AN ORDINANCE TO ACCEPT THE EXTENSION AGREEMENT FROM THE OHIO AUDITOR OF STATE FOR AN INDEPENDENT PUBLIC ACCOUNTANT FOR 2020-2022

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

WHEREAS, the Auditor of State has audited public offices' compliance with legal requirements since 1902. Audits of Ohio public offices have been subject to Ohio Revised Code Chapter 117, or its predecessor, since that time. Section 117.11 (A) states in part that when auditing Ohio public offices: . . . [I]nquiry shall be made into . . . whether the laws, rules, ordinances, and orders pertaining to the office have been observed, and whether the requirements and rules of the auditor of state have been complied with; and

WHEREAS, public officials are strictly liable to account for public funds entrusted to their care. Strict liability means a person may be found liable for the loss even though he or she may not have been personally at fault. Also, any public official, who either authorizes an illegal expenditure of public funds or supervises the accounts of a public office from which such illegal expenditure is made, is strictly liable for the amount of such expenditure. Mere unidentified shortages of public moneys, or such an illegal expenditure, are sufficient reasons for a Finding for Recovery against such a public official; and

WHEREAS, the auditor may consider performing the following procedures to assess management's identification of compliance requirements that could materially affect financial statement amounts and disclosures:

- Consider knowledge about compliance requirements obtained during prior-period audits,
- Interview the entity's chief financial officer, legal counsel, internal auditor, or grant administrators about compliance requirements,
- Identify sources of revenue, review any related agreements (for example, loan, grant, and contribution agreements), and ask about legal provisions and enabling legislation that relate to using and accounting for the revenue,
- Obtain and review federal and state publications pertaining to compliance requirements, such as Department of the Treasury and Internal Revenue Service regulations (concerning the calculation and reporting of arbitrage rebates and refunds and employment taxes), the Uniform Guidance cost principles and administrative requirements, as applicable to the award, and the OMB Compliance Supplement, the Catalog of Federal Domestic Assistance, and similar state program publications (concerning grants and appropriations),

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

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- Obtain and review sections of the state constitution, statutes, and regulations that pertain to the entity, in particular the sections that concern financial reporting, investment, debt, taxation, budget, appropriation, and procurement matters,
- Review the minutes of meetings of the entity's governing board for the enactment of relevant laws and regulations and information about relevant contracts and grant agreements,
 - Ask federal, state, or local auditors or other appropriate audit oversight organizations about applicable compliance requirements, including statutes and uniform reporting requirements.
 - Ask the audit, finance, or program administrators of other entities from which the entity receives grants, contributions, and appropriations about the restrictions, limitations, terms, and conditions under which the amounts were provided; and

WHEREAS, The Auditor of the State of Ohio has previously bid this contract and has the authority to grant an extension for the years 2020, 2021, and 2022.

NOW, THEREFORE, be it ordained by the Council of the City of Reynoldsburg, Ohio, that:

Section 1: The City of Reynoldsburg shall enter into this contract for a total of \$54,000 with terms specified in the **EXTENSION AGREEMENT** contract submitted by the Ohio Auditor of State Keith Faber, the City of Reynoldsburg, and Wilson, Shannon and Snow as attached in Exhibit A.

Section 2. That Council finds this contract is not subject to competitive bidding as it is an agreement for professional services and it is part of a state bid contract with the Auditor of the State of Ohio. Therefore, competitive bidding is waived under Section 175.01(d) and (e).

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

OHIO AUDITOR OF STATE

KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

EXTENSION AGREEMENT

This Agreement between Auditor of State Keith Faber (Auditor), City of Reynoldsburg, Franklin County (Public Office), and Wilson, Shannon & Snow, Inc. an independent public accountant (IPA), extends an existing agreement between these parties as identified in SECTION I below and incorporated herein by reference. These parties agree to abide by all terms and conditions of the original agreement, except as specifically identified in Section II below, and that no remuneration will be granted in relation to work performed under this modification/extension prior to the execution of this Agreement by all parties.

SECTION I – ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP	<u>City of Reynoldsburg</u>		
Original Contract Period	<u>January 1, 2017 through December 31, 2019</u>		
Date RFP was issued	<u>6/30/2017</u>	Date MOA Executed	<u>8/2/2017</u>
Public Office Contact	<u>Joni Crawford, Accounting Manager</u>	E-mail	<u>jcrawford@ci.reynoldsburg.oh.us</u>
IPA Contact	<u>Meghan Poth, CPA</u>	E-mail	<u>mpoth@wssinc.net</u>

SECTION II – EXTENSION INFORMATION

Extension Period: 1/1/2020 to 12/31/2022

Check one: Annual Audit ☒ or Biennial Audit ☐

The RFP and related contract are hereby amended for the audit periods noted above as follows:

Work Papers, Work Product, and Records Retention

The IPA will maintain all engagement documentation in segregated files. The IPA agrees to provide the Auditor of State unconditional access to examine and review engagement documentation created or obtained by the IPA involving its performance under the contract. The IPA agrees to provide copies of any engagement documentation determined necessary by the Auditor of State. The Auditor of State is bound by ORC 4701.19, which provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the Auditor of State's office, and are not public records available for public disclosure. In the case of support for a finding for recovery, the Auditor of State may request the IPA to sign a limited waiver of this statutory provision. The IPA also will maintain and provide access to timesheets and expense reports that support the IPA's invoices under the contract. All such engagement documentation, timesheets, and expense reports shall be retained by the IPA for a period of five (5) years from the date of completion of the contract.

Review of Reports and Work Papers – Access to / Retention Thereof

Furthermore, should it be necessary for AOS to send a notice of proposed finding regarding a potential finding for recovery, AOS will require the IPA to execute a limited waiver, to be prepared by AOS. It is the AOS' policy to allow the individual subject to the proposed FFR to review the engagement documentation (i.e. work papers) on which the proposed finding is based. Since Ohio Rev. Code § 4701.19 provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the AOS, it is necessary for the IPA to execute the limited waiver for the sole purpose of permitting AOS to show supporting documents (i.e. work papers) to those subject to proposed findings for recovery.



SECTION II – EXTENSION INFORMATION (continued)

Federal Awards

The IPA firm anticipates 0 major programs to be included in the Single Audit testing for each year of the contract.

Contract Modifications

Modifications should only be requested for issues which were not known at the time of the original proposal, including but not limited to, changes in accounting or professional standards, changes in reporting entity, significant changes in funding, due date changes, etc. IPAs must utilize the Contract Modification application via the IPA Portal, after any necessary discussions with the Auditor of State representative, and obtain the Public Office's approval per the Auditor of State's contract modification policy. The Auditor of State will review, and if determined appropriate, approve the signed contract modification, which will set forth the terms of the contract between the Auditor of State, the Public Office and the firm. **Such agreement must be executed by the Auditor of State prior to the performance of any additional work. No remuneration will be granted in relation to work performed prior to execution of such agreement.** Any additions or reductions to the work agreed to between the Public Office and the firm shall be at an hourly rate that will not exceed the average hourly rate for the corresponding fiscal period set forth in the schedule of fees and expenses included in the original dollar cost bid, except in limited circumstances approved by the Auditor of State where the total cost for the audit period does not exceed the original proposed amount.

The IPA agrees to work closely with the Auditor of State's office and the Public Office to resolve issues as they arise prior to performance of additional procedures perceived to be beyond the scope of a prudent proposal submitted in response to this Request for Proposals.

Note: If the contract requires MBE/EDGE participation (Section I.E), any change in hours must be evaluated to determine the impact on the 15% cost requirement. Any change in cost would impact the dollar amount required to be set aside for the MBE/EDGE firm. If the modification causes the hours to exceed 800, a MBE/EDGE firm must be added to the engagement for the affected period.

Hinkle Annual Financial Data Reporting System (Hinkle System)

As required by Ohio Revised Code 117.38, local public offices must file their annual financial reports with the Auditor of State (AOS). As described in Auditor of State Bulletin 2015-007, all entities required to file with the AOS must file electronically via the Hinkle Annual Financial Data Reporting System (Hinkle System).

As required by the Bulletin, any independent public accounting (IPA) firms contracted to perform audits for the AOS will audit the financial statements uploaded and submitted to the AOS via the Hinkle System. At the commencement of the audit, the IPA will verify with the entity that the financial statements submitted via the Hinkle System are the final, unaudited financial statements for the audit period. If the financial statements required modification, the entity must contact the AOS at HinkleSystem@ohioauditor.gov in order to re-file.

When financial statements filed via the Hinkle System are audited by the IPA firm, the Hinkle System will include an audit adjustment application which requires the IPA firm to key in audit adjustments for cities, counties, schools, community schools, townships, libraries and villages to Hinkle System data as part of the audit finalization procedures. The adjustments should be entered prior to submitting the final report package to ipareport@ohioauditor.gov.

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

Manner of Payment

The Auditor of State requires that electronic invoices be submitted for Auditor of State approval via the IPA Portal billing process prior to presenting the invoice to the Public Office for payment. No payments should be processed by the Public Office without Auditor of State approval.

Progress payments should be made on the basis of **work completed during the billing period** incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings for work completed must be submitted to the Auditor of State timely.

For the final billing, invoices will be processed as above; however, they must provide total actual hours for the engagement. In addition, invoices must be submitted no later than 90 days after the release of the report by the Auditor of State's Clerk of the Bureau. Invoices may NOT be permitted to be submitted and accepted for processing after the 90 days have expired.

All invoices must certify that all amounts set forth therein are properly due and payable for work performed by the IPA and/or by the specified qualified subcontractors, if applicable.

Subject to approval of the billing, the amount paid to the IPA for each billing shall be the total amount billed. However, under no circumstances shall the total amount paid prior to final acceptance of the engagement work for the fiscal period in question exceed eighty (80) percent of the total fee for the current engagement fiscal period, as specified in the contract. Upon approval of the final reports by the Auditor of State, the IPA may submit an invoice for the remainder due for the current engagement fiscal period. No payment shall be construed as acceptance of the engagement work or of any reports by the Auditor of State.

The Auditor of State may inspect the records and work papers of the IPA and of any subcontractor to determine the validity of billings. Adequate records shall be maintained by the IPA to support all billings.

Date Final Report is Due

It is anticipated this process will be completed and the final report delivered by June 30th for each engagement period of the contract. The final report package should be e-mailed to ipareport@ohioauditor.gov no later than this date.

Affirmations

The IPA shall mark "Affirmed" or "N/A," as applicable, for each of the affirmations noted in the attached Mandatory Elements Form.

Cost: Refer to the attached Schedule of Professional Fees and Expenses for details related to the costs associated with this Extension.

Indemnification

The IPA shall indemnify, defend, and hold harmless the Auditor of State, and its personnel, officers, and employees from and against any claims, liabilities, expenses or suits relating to this Agreement or the services provided by the IPA under this Agreement as to any suit, action, or claim asserted or prosecuted by third parties solely for death, bodily injury, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligent acts or intentional misconduct of the IPA or its subcontractor while engaged in the performance of the Services; and, at its own expense in any such instances, the IPA shall pay all attorneys' fees, damages, court costs, and other expenses arising out of any such litigation or claim; and, at its own expense, the IPA shall satisfy and cause to be discharged any judgments as may be obtained against the Auditor of State or any of its personnel, officers, or employees pursuant to any such litigation or claim, provided, however, if there is also fault on the part of any entity or individual indemnified hereunder or any entity or individual acting on the Auditor of State's behalf, the foregoing indemnification shall be on a comparative fault basis.

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

SECTION II – EXTENSION INFORMATION (continued)

The IPA shall indemnify, defend and hold harmless the Auditor of State and its personnel from all Claims attributable to the claims or suits asserted or prosecuted by third parties for infringement by a Deliverable of any patent existing at the time of delivery and known to the IPA or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by the IPA or its subcontractors or use thereof in a manner not contemplated by the Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the IPA, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the IPA. If the Auditor of State or the Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the IPA, at its option and expense, shall have the right to (x) procure for Auditor of State and Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non infringing; provided that, if (y) or (z) is the option chosen by the IPA, the replacement or modified Deliverable is capable of performing substantially the same function. In the event the IPA cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, the IPA may require the Auditor of State and Client to cease use of such Deliverable and refund the professional fees paid to the IPA with respect to the Services giving rise to such Deliverable.

The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of the IPA, relating to a claim that any of the IPA's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

As a condition to the foregoing indemnity obligations, the IPA shall be given written notice of the assertion of such claims or suits for which indemnification is sought (an "Indemnity Claim") promptly after such matters are brought to the attention of the Auditor of State and shall cooperate in all reasonable and customary respects with the IPA in connection with any such Indemnity Claim, suit or claim covered by the indemnity obligation. The IPA shall be entitled to defend, settle, and control the handling of any such Indemnity Claim, in its sole discretion, with counsel of its own choosing. The IPA, however, shall not settle any such Indemnity Claim without the prior written consent of the Auditor of State (which shall not be unreasonably withheld) except such consent is not required if (1) the sole relief provided is the payment of monetary damages by the IPA or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to the IPA, (2) there is no admission of any fault or wrongdoing on the part of the Auditor of State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the IPA) of the Auditor of State from liability in respect of such Indemnity Claim. Subject to the assent of the Attorney General of Ohio, the Auditor of State shall be permitted to participate in (but not control) the defense and settlement of any such Indemnity Claim that impacts the interest of the state of Ohio and to employ separate counsel in connection with such Indemnity Claim. The fees and expenses of such separate counsel shall be at the Auditor of State's expense. Nothing contained herein, however, is intended to confer to any third party any right or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the IPA firm's liability for failure to comply with the terms of the Agreement or for professional negligence or misconduct.

The IPA shall be solely responsible to Auditor of State and the Client for the performance of the services provided by the IPA under this Agreement. The Client agrees that it will not bring any claims or suits arising from or relating to the IPA's performance of the services under this Agreement against the Auditor of State.

**SECTION III – RECITALS/APPROVAL**

Due to the need for a contract extension, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its engagements related to the Public Office for the fiscal period(s) set forth in the original Contract, previous Modification Agreements, and in this Agreement, perform all engagement work as set forth in the original Memorandum of Agreement, previous Modifications Agreements and in this Agreement;
2. The performance of the engagement work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the original Contract;
3. Should this extension result in the total hours of the contract to exceed the threshold established for use of a MBE/EDGE subcontractor, the IPA shall follow all minority participation and other relevant requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:

Subcontractor: _____

Address: _____

4. Should this extension involve the use of other subcontractors, the IPA shall follow all relevant requirements of the original contract. If applicable, the other subcontractor with respect to this Agreement will be:

Subcontractor: _____

Address: _____

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Meghan J. Poth,
CPA

Digitally signed by Meghan J.
Poth, CPA

Date: 2020.07.08 16:49:09 -04'00'

Wilson, Shannon & Snow, Inc.

07/08/2020

Date

Legislative Authority or Designee for City of Reynoldsburg

Date

Auditor of State

Date

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

+

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TO SUPPORT THE TOTAL ALL-INCLUSIVE FIXED FEE
FOR AUDIT SERVICES – 01/01/2020 through 12/31/2022 EXTENSION

		Hours	Average Hourly Rate	Total Fixed fee	Amount attributed to MBE/EDGE (if applicable)
Partners		150			
Managers					
Supervisory staff					
Staff		150			
Other (specify):					
Total for period ending	2020	300	\$ 60.00	\$ 18,000.00	\$
		Hours	Average Hourly Rate	Total Fixed fee	Amount attributed to MBE/EDGE (if applicable)
Fiscal period ending	2021	300	\$ 60.00	\$ 18,000.00	\$
Fiscal period ending	2022	300	\$ 60.00	\$ 18,000.00	\$
Fiscal period ending	20xx		\$	\$ 0.00	\$
Fiscal period ending	20xx		\$	\$ 0.00	\$
Total for fiscal periods	2020-2022	900	\$ 60.00	\$ 54,000.00	\$ 0.00

Attachment: 20200714114025756 (70-2020 : Extension Agreement for an Independent Public Audit)

MANDATORY ELEMENTS

Required Affirmations

PUBLIC OFFICE: City of Reynoldsburg COUNTY: Franklin
 CONTRACT NUMBER: 1A7B6-D4FBE CONTRACT PERIOD: 01/01/2020 through 12/31/2022

To be considered, the proposal must address every one of the elements. When these are not fully addressed, proposals will be considered non-responsive to the RFP and will not be evaluated further. Please ensure these affirmations are the first element of your firm's proposal and indicate your firm's agreement with the affirmation by checking the respective box for each affirmation.

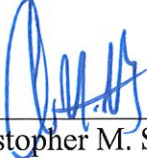
1.	<u>CPA Licensure Laws</u> Our firm is licensed by the Ohio Accountancy Board to do business in Ohio and will remain in compliance with Ohio CPA licensure laws and rules.	☒ Affirmed
2.	<u>CPE requirements</u> Our firm and all assigned key professional staff are, and will remain, in compliance with governmental qualification standards, including governmental continuing education requirements.	☒ Affirmed
3.a.	<u>Peer Review (Opt. 1)</u> Our firm has undergone an external quality control peer review, conducted in accordance with generally accepted government auditing standards, within the last three years and received a pass rating. The current report is on file with the Auditor of State's Office.	☒ Affirmed ☐ N/A
3.b.	<u>Peer Review (Opt. 2)</u> In accordance with GAGAS 3.97, our firm is not yet required to have an external quality control peer review, conducted in accordance with generally accepted government auditing standards. When required, our firm will have the appropriate peer review conducted and provide a copy of the report to the Auditor of State's Office.	☐ Affirmed ☒ N/A
4.	<u>Ohio Ethics Laws</u> Our firm and all assigned key professional staff are, and will remain, in compliance with the requirements of Ohio's Ethics Law, as applicable and found at § 2921.42 and in Chapter 102 of the Ohio Revised Code.	☒ Affirmed
5.	<u>Rules and Laws Regarding Conflicts of Interest</u> Our firm and all assigned key professional staff are, and will remain, in compliance with laws and rules regarding conflicts of interest.	☒ Affirmed
6.	<u>Unresolved Findings for Recovery</u> Our firm is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Rev. Code § 9.24, or our firm has taken appropriate remedial steps required under R.C. § 9.24. Our firm agrees that if this statement is deemed to be false, the contract shall be declared "void ab initio" between the parties, and <u>City of Reynoldsburg</u> will not be obligated to pay for goods or services rendered under the contract. Any funds paid under the contract shall be remitted by our firm to <u>City of Reynoldsburg</u> or an action for recovery of such payments may result.	☒ Affirmed
7.a.	<u>Independence - Nonaudit Services Provided (Opt. 1)</u> ➤ Our firm has listed and described in our proposal any and all nonaudit services that have been provided to <u>City of Reynoldsburg</u> over the previous five (5) years from the date of our proposal or are expected to be provided during the contract term; ➤ Our firm and all assigned key professional staff are independent of <u>City of Reynoldsburg</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and ➤ In providing such nonaudit services, our firm did not perform management functions, make management decisions for <u>City of Reynoldsburg</u> nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.	☐ Affirmed ☒ N/A
7.b.	<u>Independence - Nonaudit Services NOT Provided (Opt. 2)</u> ➤ Our firm and all assigned key professional staff are independent of <u>City of Reynoldsburg</u> as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; ➤ Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for <u>City of Reynoldsburg</u>; and ➤ If selected, our firm will not provide nonaudit services to <u>City of Reynoldsburg</u> during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.	☒ Affirmed ☐ N/A
8.	<u>Independence - Entity's Components</u> ➤ Our firm and all assigned key professional staff are independent of the entity's components listed in Section III (G); of the Request for Proposal.	☐ Affirmed ☒ N/A

Attachment: 20200714114025756 (70-2020 : Extension Agreement for an Independent Public Audit)

9.a.	<u>Independence - Entity's Components - Nonaudit Services Provided (Opt. 1)</u> Our firm has listed and described in our proposal any and all nonaudit services that have been provided to City of Reynoldsburg's components listed in Section III(G) of the Request for Proposal over the previous five (5) years from the date of our proposal, or are expected to be provided during the contract term; Our firm and all assigned key professional staff are independent of City of Reynoldsburg's components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i> ; Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and In providing such nonaudit services, our firm did not perform management functions, make management decisions for City of Reynoldsburg's components nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.	☐ Affirmed ☒ N/A
9.b.	<u>Independence - Entity's Components - Nonaudit Services NOT Provided (Opt. 2)</u> Our firm and all assigned key professional staff are independent of City of Reynoldsburg's components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i> ; Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for City of Reynoldsburg's components; and If selected, our firm will not provide nonaudit services to City of Reynoldsburg's components during the term of the contract that would require our firm to perform management functions or make management decisions for City of Reynoldsburg's components, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.	☐ Affirmed ☒ N/A
10.	<u>Independence - Oversight Unit if Entity is a Component of Another Public Office</u> Our firm and all assigned key professional staff are independent of the following Oversight Unit: N/A	☐ Affirmed ☒ N/A
11.a.	<u>Independence - Oversight Unit if Entity is a Component of Another Public Office - Nonaudit Services Provided (Opt. 1)</u> Our firm has listed and described any and all nonaudit services that have been provided to N/A over the previous five (5) years from the date of the proposal; Our firm and all assigned key professional staff are independent of N/A as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i> ; Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and In providing such nonaudit services, our firm did not perform management functions, make management decisions for N/A nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.	☐ Affirmed ☒ N/A
11.b.	<u>Independence - Oversight Unit if Entity is a Component of Another Public Office - Nonaudit Services NOT Provided (Opt. 2)</u> Our firm and all assigned key professional staff are independent of N/A as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i> ; Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for N/A; and If selected, our firm will not provide nonaudit services to N/A during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.	☐ Affirmed ☒ N/A
12.	<u>Personal and External Impairments</u> Our firm and all assigned key professional staff have no personal or external impairments to independence due to relationships with City of Reynoldsburg, and have listed and described in our proposal all our firm's professional relationships that could affect our impartiality or the appearance of impartiality involving the City of Reynoldsburg or any of its agencies/agencies or components /agencies, components or oversight unit, as applicable for the past five (5) years from the date of the proposal; If appropriate, our proposal has included a statement explaining why such relationships do not constitute an independence issue relative to performing the proposed audit. Our firm shall give City of Reynoldsburg and the Auditor of State written notice of any professional relationships entered into during the period of this agreement, relative to parties connected to this proposed engagement that could affect our impartiality or the appearance of impartiality. Prior to entering into any new agreement to provide any nonaudit service to City of Reynoldsburg during the term of the contract, our firm will notify the Auditor of State through completion of the IPA Nonaudit Service GAO Independence Notification/Evaluation (Exhibit E of the RFP). By filing this form, our firm asserts the non-audit service does not impair our firm's independence.	☒ Affirmed
13.	<u>Inappropriate Public Office Contact</u> Our firm and all assigned key professional staff have not made, and will not make, any contact with personnel of the City of Reynoldsburg regarding this request for proposal other than allowed by Section I. C. of the RFP.	☒ Affirmed
14.	<u>Subcontractors</u> If subcontractors are engaged, our firm will ensure the subcontractor(s) have met all applicable elements listed in the affirmations above.	☐ Affirmed ☒ N/A
15.	<u>Irrevocable Offer</u> Our firm's proposal is a firm and irrevocable offer for 90 days.	☒ Affirmed

**RE: Wilson, Shannon, and Snow, Inc.
Annual Audit Contract for years 2020-2022
State Auditor Extension Agreement
Contract Value: \$54,000.00**

Approved as to Form:

 7/9/2020

Christopher M. Shook, City Attorney

CERTIFICATE

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: _____

Stephen M. Cicak, City Auditor

Attachment: 20200714114025756 (70-2020 : Extension Agreement for an Independent Public Audit)