



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

CITY COUNCIL

Council Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, September 23, 2019

Council Chambers

CITY COUNCIL MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – July 22, 2019
 - b. City Council – Regular Meeting – September 9, 2019
- 4. APPROVAL OF AGENDA**
- 5. COMMUNITY COMMENTS AND REQUESTS**
- 6. COMMUNICATIONS**
- 7. REPORTS**

A. RATE INCREASE FOR THE EXISTING STORMWATER UTILITY REPORT

8. MOTIONS

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

9. LEGISLATION FOR EMERGENCY ADOPTION

- A. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT FOR THE LEASE OF REAL PROPERTY, AND DECLARING AN EMERGENCY. (FIRST READING 9/9/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE
- B. A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG, AND DECLARING AN EMERGENCY --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE
- C. AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE 2020 F-250 SUPER DUTY FORD TRUCK FOR THE WATER AND WASTEWATER DEPARTMENTS, AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- D. AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED CAPITAL IMPROVEMENTS FUND TO MISCELLANEOUS INFRASTRUCTURE, AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- E. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2019 WATER MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- F. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FIELDS EXCAVATING FOR THE 2019 WATER MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.

G. 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 (FIRST READING 9/9/2019--- Spalding. Development, Parks and Recreation Committee.

H. 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, DECLARING AN EMERGENCY. AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019--- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.

10. LEGISLATION FOR SECOND READING

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

B. A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE ANNUAL CHAMBER OF COMMERCE SILENT AUCTION TO BE HELD AT THE REYNOLDSBURG SENIOR CENTER (FIRST READING 9/9/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.

C. AN ORDINANCE EXTENDING AND DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE STATE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY OF REYNOLDSBURG TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS (FIRST READING 9/9/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.

D. AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE U.S. ROUTE 40 AND OTHER RELATED IMPROVEMENTS (FIRST READING 9/9/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.

- E. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2020 STREET IMPROVEMENT PROGRAM AND APPROPRIATING FUNDS THEREFORE (FIRST READING 9/9/2019). --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- F. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 36-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC. (FIRST READING 9/9/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- G. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH JANUARY 1, 2022 (FIRST READING 9/9/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

11. LEGISLATION FOR THIRD READING

- A. AN ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE PARKS & RECREATION DEPARTMENT (SECOND READING 9/9/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- B. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.03, 505.05, 505.17, 505.23, 505.31 AND 505.33, AND REPEAL SECTION 505.39 THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO (SECOND READING 9/9/2019). --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- C. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES (SECOND READING 9/9/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

ADJOURNMENT

MINUTES REGULAR MEETING
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July 22, 2019

At-Large Councilmember Barth R. Cotner called the meeting to order at 8:40 PM

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

ABSENT: Joseph (Excused)

Approval of Minutes

- a. City Council – Regular Meeting – June 24, 2019

RESULT: ACCEPTED

- b. City Council – Special Meeting – June 25, 2019

RESULT: ACCEPTED

- c. City Council – Regular Meeting – July 8, 2019

RESULT: ACCEPTED

Approval of Agenda

Add Report Item 7b - Report from Development Director.

Amend item 9b to item 11h.

ALL VOTED IN FAVOR BY VOICE. SECOND BY COUNCILMAN LUZADER.

Community Comments and Requests

Ms. Collins: Good evening my name is Carol Collins and reside at 8447 Rodebaugh Road, Reynoldsburg, Ohio. President and members of Council, I have been a proud resident of Reynoldsburg for over 20 years. I have loved this community. My subdivision, once a respectful sought out homes there, for a very diverse population. I am friends with several neighbors on Rodebaugh Road that are of various cultures. But as I look around and as I looked up and down the streets, especially as your getting loser to Taylor Road, you are now seeing the beginning stages of a ghetto. And the diversity is being vanished. People are selling their homes. And when the home is sold, people come in. Every form of landscaping, every single tree, every hedge all of the beautiful flowers, they are ripped up. Trees, beautiful trees, hatches are taken, limbs are cut off and some trees are left standing with a limb this far a limb that long. I mean various lengths but it just looks down right hideous. And I wonder if this continues, in four or five years when the villages are formed, how will my property value, what's going to happen to the property value of my home? As I said, I love my home. My husband and I just recently put over \$50,000.00 to redo our home, we have a beautiful home. I don't want to sell my home. But you look around and homes are going left and right to the same race. And then when they.. so for two weeks solid here recently, and I don't know how this was

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every allowed by permit but two port-a-potty's were in a yard. Two port-a-potty's sat for two weeks solid in a residential yard. A long with a giant tent. There was someone bellowing over a loud speaker until 4 o'clock in the morning for two solid weeks. What about respect for your neighbor what about respect for people who have to get up and go to work in the morning. Human waste, how disgusting that this was even allowed. The roads, the streets. There were cars, every state in the United States, they were parked along the streets. Reminder, where I live, these are single family homes its a residential area. It is not way shape or form a concert venue, a convention venue. Its just like they over took the whole, forget about having a mother, sister, one person come to visit you because you were lucky if you could even get in your own drive way. I mean they are just making the area, just, 5 gallon buckets. So many vegetables. They have corn stalks in so many of the yards that are now taller than the windows.

Mr. Cotner: Ma'am if you could kind of move, kind of wrap it up.

Ms. Collins: Ok. Well, one more thing, cooking in the garages with the door not open all of the way. No ventilation. So we are talking about multiple propane tanks in the hot heat with the garage door maybe that high off the ground. This is a fire hazard I'm sorry I do not want my house to go up in smoke. And I just hope something is done to reflect more of a, I want to see flowers, I want to see color, I want to see beautiful trees. I don't want to continue to see everything just ripped away. Thank you.

Mr. Cotner: Thank you. Again, Council is always welcome for people to make comments but we are a diverse community and we are changing and I think some of the comments this evening might be directed at certain communities that wouldn't be appropriate. We are happy to have the Nepali and Bhutanese families in our community. Maybe things aren't always the same way they have always been done. Again, we can work together to continue to improve our community and make sure that we are a diverse community of respect. So, thank you for coming and sharing comments, questions or comments from Council members.

Mr. Clemens: Yea I agree with you on that but it doesn't have to have, they don't have to have toilets sitting outside all of time.

Mr. Cotner: I understand, I agree with that part.

Mr. Clemens: Now, are they having concerts, is that it?

Ms. Collins: Somebody was out on a loud speaker from all day long, all evening, until 4 o'clock in the morning, broadcasting all over. From Taylor Road to the middle of Rodebaugh. You couldn't hear, it was very very loud. And how can having port-a-pottys not be a health hazard?

Mr. Cotner: And I don't believe that we allow port-a-pottys if I am not mistaken, Mr. Bowsher, Mr. Hood?

<INAUDIBLE>

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Mr. Cotner: So yea I agree that is something that is not a permitted, am I correct of port-a-pottys in residential areas?

Mr. Joseph: And I'll just add, when that kind of thing happens, citizens can report that. I mean if something is sitting there for two weeks, it should have been reported and it would be dealt with quickly.

Mr. Bowsher: There actually is no regulation against them having port-a-pottys at their residents at this time. There has been very few communities that passed laws against it. In fact, they are encouraged to have it at different venues or job construction sites, as long as they are being clean and there is no obnoxious odors. There is actually no criminal offense that falls in their general offenses rules but I will mention this, tomorrow we are actually having special events coordinating meeting. A lot of times a lot of these events not only from our new Americans but across the board even within our own parks system. We basically have separate applications for different events. We bring those all together. We're hosting it here, we've got the Police Department involved, the Parks department, the Service department, Development department, Building Department, there is a lot of things and working parts that go in there that we could do a better job at doing. And funneling sort of a special events guide, which we have sort of one draft of right now, actually just gave the Deputy Chief his tonight. So we're working through that, we can always do better. I do actually know specifically of the situation that the resident speaks of.

Mr. Clemens: I agree that we can do better, tats for sure. Now when this is done and you do have this meeting, how about reporting to Council and let us know what's going to go on. Because this not the first time this has been brought up, we do have property values and we do have people that live there. We want everybody to get along but we want it done in a correct way. You know I think its something we ought to look in to. Its not something we should talk about and then just walk away from. At least that's the way I look at it. Now I believe in diversity and I think that's good but I think we have to keep our eye on everything really and that goes for everybody. And we talk a good game but a lot of times we don't play a good game so, if you get the idea when your done, let us know what's been accomplished and let us know you know what you plan to do about it.

Mr. Bowsher: Absolutely.

Mr. Spalding: Well and in the past, and I'll refer when Bill was here. Events like this occurred there had to be a permit. Well, as time went on, things weren't right, so he just stopped doing the permits. Just stopped doing them. Alright, so that's why you can have port-a-pottys on the front lawn, that's why you can have all those things, because Bill determined, were not going to do permits anymore. So that's why that was pulled in that manner. Now, the other issues when we talk about respect, the young lady said they were on a loud speaker at 4 o'clock in the morning, oh no. Our ordinances are clear that after 10 o'clock you are not do that. Now, if you ever hear that again you need to call the Police and complain a sound ordinance, there will be someone to come out. If the cars are really parked in such a way that an ambulance or fire engine cant get down the street, well that's a violation and they will come out and tow the cars, absolutely they will. So you know its when on those things,

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if there is a true violation, the violation must be reported and if that sort of thing is occurring, it will be taken care of. But as far as some of the other things, no. There wont be anything issued alright. Because it has to be something that is a clear violation of safety of other people like yourself, a ambulance getting down the street. Or you know something that is totally dangerous, yes those thing or against one of our ordinances. But other than that no, all the other things are just general things.

Mr. Joseph: Yes, the thing I found most disturbing is that we don't have any kind of regulation at all regarding those port-a-pottys. Because, I mean we have regulation that you cant just leave garbage cans out front or any place visible from the street. These should be regulated at least in the same manner, that they not be visible from the street or along the sides of homes, if we are going to allow them to be used by our residents they should at least be kept in a place that they are not visible and I would recommend that we look at doing an ordinance to at least bring them in line with that we do with garbage can and similar type of devices. Thank you.

Mr. Cotner: Yes, something to definitely look into. Yes, Mr. Bowsher.

Mr. Bowsher: Excellent point. Actually it is included in sort of that guide that were taking a look at. One of the things that we wanted to have happen in sort of a site plan of the event. Whether its on private or public property to take a look at where that it. So there is multifaceted sort of checks and balances here within the City that we are doing that. Another great way is with that permitting software we were talking about earlier. They could apply digitally online, we could review it online, review their system, so I will definitely once we make some comments and some tweaks and we get a buy in from all the department heads, maybe we can pass this as ordinance as the official sort of special events, sort of within the City limits as well as sort of now private property as well.

Communications

CLERK OF COURT REPORT

RESULT:	READ INTO THE MINUTES
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Reports

REYNOLDSBURG DIVISION OF POLICE SECOND QUARTER REPORT

Deputy Chief Baker summarized the attached report.

Development Report

Mr. Bowsher: Thank you President Cotner, other members of Council. Just wanted to give you a quick update on a couple of things. One I wanted to discuss Palmer, I know I have been bombarding you with some emails which hopefully you have all received about some of the updates, I know we are a little behind, I know there have been some snags and things like that, we are a little late to the game with Strouser and getting them out there. But wanted to let everyone know that July 25th is when were going to be doing fire hydrant moving, relocations basically because we are widening Palmer, that's when really the official work really starts July

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25th. August 5th will be the full depth reclamation, which means basically were going to be grinding up Palmer Road. That date plus 6 weeks is basically the road is going to be shut down, except for local traffic only. It will be very bumpy and basically we will take it down to the gravel. At that point, October third is when were going to be laying pavement. Strouser will begin that, it will take about 3 or 4 days. And then we will actually start painting on October 10th. That's the time line now. Its not necessarily set in stone, weather permitting it will keep fluctuating and ill keep giving you updates weekly as I receive them from the team. That's Palmer. One of the other project that's we have sort of ongoing in the Main Street improvement project. And I don't mea just all of Main Street but wanted to give you an update. You know we had hired OHM to consult and do some design work for us about street scape improvement and the old Reynoldsburg area basically from Davidson to Waggoner. We have preliminary plan and I know some of you sort of sit on the stake holder committee for that. Its very promising. We're going to have the ability to keep both two lanes going each way, add an additional ten feet on either side of street scape, to where we could have festivals if we wanted to. Brick pavers, it will look very nice and unique. If you have ever seen what they have done in Newark or sort of what they have in Hilliard, the Hilliard station, it will be very similar to that. So we are really exciting about those. In addition to that in 2021, were told that ODOT will be paving the Licking County portion of US40, so we will have some matching funds to allocate to that. 20% is our match for that portion, small portion in ours but it will be really attractive. And then most recently we were told that our Main Street in our section here, will be pushed into three different phases. Talks are ongoing ODOT currently right now. It looks like phase one will be 2021 then 22 then 23. Our goal with this Main Street improvement project with the street scape, is to allocate this money, or the fund that's we would utilize with this, push it also towards ODOT money that we will be receiving for the full depth reclamation and repaving, combine that that into OPWC contract and actually get the entire Main Street repaved. Potentially in 2021 with street scape. Its an aggressive timeline, there are some negotiations that we are still having that are underway with ODOT, but it potentially could be very exciting and will put us ahead. The last that we had heard, and I think the last was told to Council that we were pushed back to 23. Well with the addition with of the gas tax, they were able to keep some of that money in place, the three and half million dollars that they have to allocate towards repaving. And if we can get them to combine 21 and 22, we have a real shot at being able to do this huge project, which would be a really really big win for the City. Which is going and ill continue to give you updates and we continue to see that move forward. Thirdly, zoning code update. I know we started a zoning could with Calfee Zoning. We have finished the diagnostic, evaluation and even the calibration. So we are working district by district formulating sort of the conditions and the approvals for those specifics districts that we have outline within the comprehensive plan and within our land use zoning map. October 8th we are still on for the community Open House that we will be hosting here. Allowing any resident to come and take a look. We will be having huge maps so they can take a look. I know everyone will be really intrigued and interested to find out you know if something has happened to their home. As we had stated multiple times, a lot of the single family homes, actually 100% of the single family homes will go unchanged. They'll just be changed to an R1 through an R3 to suburban residential and will have new codes to match that. A lot of the stuff we have already built out so its easy to change that code to what we currently have existing today. Reynoldsburgcode.com you can find out all the updates. We do

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have a website that sort of shares all that information. That's reynoldsburgcode.com and we hope to still have a November completion and have it on your agenda at the end of November. Basically the same thing that we had with the comp plan. It will first go through planning commission early in November. Come before you with some changes and hopefully with a recommendation for approval from planning commission and will await your three Council approval. Lastly, I wanted to talk about our branding and marketing project that were ongoing. We have had the discovery day last month. I know a lot of you participated in this room up here and behind me so thank you for your dedication. I sent out an email to a lot of you today, actually all of City Council. We have published a survey, we want as much community input as possible. We pushed that out through your social media, we hope you do the same. Many people that we get the better off it will be. Were working through logo changes and tag lines. We really have got a great team that we are working with from Guide Studio and the project is going really well. Baring that, are there any question on any other projects that are ongoing in Service or Development.

Mr. Clemens: I'd be intrigued if we would finish the parking lot in the park. Or do something.

Mr. Bowsher: We absolutely will, I believe last Council we awarded the bid for phase two so that's on going.

Mr. Clemens: And you know we still have the design that they did, so I would like to see it.

Mr. Bowsher: It is not to change. You will have that section built as per spec.

Mr. Baker: What's going on with the right turn lane from Taylor to Main Street? Will that be part of the Main Street?

Mr. Bowsher: Its not part of the Main Street, that's its own project that we are paying through TIF dollars. That's moving forward as well. As I said, a lot of the stuff we were really behind. Some of the patch work on some of the local sort of residential roads, were taking up a lot of the time for Strouser. They were having to take it all the way down and redo a lot of the aprons in front of the homes and then their machine that does that, basically grinds for the past week and then weather, its been really hot. They couldn't drop it, it was too hot, the asphalt and what not. So they have had their fair share of dealings hops to jump through. So were hoping this weather break cools down a little bit, get rid of this rain, get back on schedule. Hopefully we will have that done in October as well.

Mr. Luzader: Thank you. And I appreciate the update. Along with Mel's question on the parking lot down here. I've had a number of people ask me why we have red and green and...
LAUGHTER

Mr. Bowsher: That's a great question. You know its funny, were actually getting that changed with in phase two. That was a, that was a error, that's all I'll elude to. We are fixing that I assure you.

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Mr. Luzader: Will they be red or....

Mr. Bowsher: The light poles will be black, which will match the new YMCA. Our goal is everything that were doing on Davidson, what were doing along Main Street within the Old Reynoldsburg area and at the Y and at the parking lot, they will all match. Were ordering from the same specs. And it actually with that, one of the things that I missed on that Main Street improvement, when we allocated that money we are also building a Main Street new traffic signal in front of the Korgers. That design an engineering has been complete. The traffic light is been on order and we will put that out to bid to the construction company that will put that in as well.

Mr. Joseph: Two questions. Going back to Palmer Road, refresh my memory from what point to what point is that road being rebuilt. Because I know its worse in certain sections.

Mr. Bowsher: Correct. That's going from Graham all the way to the Etna Township line. It will technically not go all the way to Taylor but it'll stop short about and eighth of a mile.

Mr. Joseph: Ok, I know they redid their section so they really, it should, it will be smooth going through there?

Mr. Bowsher: Correct it basically stops right there.

Mr. Spalding: Yea, their section is fine.

Mr. Joseph: Ok and the second was when you were talking about ODOT and route 40 in Licking County. When was the time table on that again?

Mr Bowsher: Yea, so we had a meeting with ODOT last week and it was actually a very productive meeting, we were quite surprised on what we were going to do. They basically came to us and said phase one will be from the City line out west and then it will go to Rosehill, that's phase one. Phase two is from Rosehill to Waggoner and then Waggoner to the Licking County Line, those are the three phases. Starting in 21, 22 and 23. Our goal in needing, that we want to do this project that we talked about as well as combining basically one and two and we would soak up the third one, wholely. That would be basically our 20% match is to do that so we could get them all into one. Because what we don't want to do is we don't want to have patch work of well now this is a two year old road and now were building another new road out here. We would rather do it all together and to make sure it gets done. So were sort of leveraging it. And it saves them money and it saves us time and then we actually get a much larger project.

Mr. Joseph: Is Licking portion part of that?

Mr. Bowsher: It is not. The Licking portion is getting done in 21. Actually they are allocating the funds next year from what we were told, so we will actually be back to Council to offer up our

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20% that will be somewhere in the figure of 120k is what that will end up being for the Licking County portion.

Mr. Joseph: So from our county line to our City limits eastward, right?

Mr. Bowsher: Correct, well they are going to keep going.

Mr. Joseph: They are going to keep going but as far as our portion. Ok. Will there be any changes to the road. I know last time they did they took out the green grass median and put in a turning lane. Are they making any other changes, other than that?

Mr. Bowsher: We haven't seen the designs specs but ill keep you updated as they come in. I know that there is one thing that we do want to do. We know that there is not side walks there on Main Street going out east on Main street past Waggoner and that area. So that's one thing that we want to take a look at and if funds are available to be able to access that. We could put those in, at least a multi use path on either the north or the south side for some pedestrian connectivity.

Mr. Joseph: And since you mentioned sidewalks, going back to Palmer, originally there was talk about a leisure path and sidewalks. Has that all been stripped out or is there still going to be some variation of that?

Mr. Bowsher: As far as what I am sorry.

Mr. Joseph: Palmer.

Mr. Bowsher: Palmer. Yea that has all been taken out, those were different change orders that they had, had. And I think actually the Council had voted to not have those in there.

Mr. Joseph: Right, and no street lights either? Other than what might already be out there?

Mr. Bowsher: No, no.

Mr. Cotner: It seems like every time I cross your path it seems like hey there's that business or what they new business?

LAUGHTER

Mr. Bowsher: I highly recommend anybody coming up to my office and taking a look at the board and I'll talk your ear off for at least an hour.

Mr. Cotner: yea, there is a lot going on.

Mr. Spalding: Yea but there is a lot of good activity going on that board and we appreciate it.

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Motions

THAT WHILE COUNCIL IS IN RECESS FOR THE MONTH OF AUGUST, 2019, THE CLERK OF COUNCIL BE AND IS HEREBY AUTHORIZED AND DIRECTED TO RETURN ANY LIQUOR PERMIT REQUESTS RECEIVED, MARKING THEM 'WITHOUT A REQUEST FOR HEARING', AS LONG AS THE REYNOLDSBURG POLICE DEPARTMENT FINDS NO REASON FOR A HEARING. IF A HEARING IS REQUIRED, A SPECIAL MEETING OF COUNCIL WILL BE CALLED.

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

MOTION TO RECESS THE MONTH OF AUGUST 2019

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caleb Skinner, Ward 1 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

82-19

ORDINANCE TO AMEND ORDINANCE 112-18 ADOPTED ON SEPTEMBER 19, 2018 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Spalding. Development Department.

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

83-19

ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Jul 22, 2019 7:35 PM (Approval of Minutes)

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

84-19

ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR COLLECTION BY THE LICKING COUNTY AUDITOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

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

85-19

ORDINANCE REQUESTING COUNCIL APPROPRIATE \$1,300,000.00 FROM THE UNAPPROPRIATED CIP FUND FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN EMERGENCY --- Cotner, Spalding. .

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

86-19

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$4,356.00 FROM AN ACCOUNT IN THE SERVICE DEPARTMENT TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

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

87-19

ORDINANCE AUTHORIZING THE MAYOR TO CONTRACT WITH MEEDER INVESTMENT MANAGEMENT AND DECLARING AN EMERGENCY

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

LEGISLATION FOR FIRST READING

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Cotner. .

RESULT:	REFERRED TO COMMITTEE	Next: 9/9/2019 7:33 PM
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AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS, FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 9/9/2019 7:33 PM
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AN ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 9/9/2019 7:30 PM
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LEGISLATION FOR SECOND READING

AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE (1) 2019 FREIGHTLINER 300 W.B. DIESEL WITH AIR BRAKES FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS FROM THE UN-APPROPRIATED 285 FUND--ENDOWMENTS TO A FUND IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 9/9/2019 7:30 PM
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AN ORDINANCE AUTHORIZING THE ALLOCATION OF FUNDS TO THE REYNOLDSBURG DEVELOPMENT ALLIANCE (RDA) A COMMUNITY IMPROVEMENT CORPORATION (CIC) --- Spalding. Development Department.

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RESULT: **REFERRED TO COMMITTEE** **Next: 9/9/2019 7:30 PM**

88-19

ORDINANCE TO AUTHORIZE THE BOUNDARY LINE ADJUSTMENT WITH THE CITY OF COLUMBUS, BRICE ROAD --- Spalding. Development, Parks and Recreation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 9/9/2019 7:30 PM**

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS OF CHAPTER 505 ANIMALS AND FOWL: PHASE 1 --- Bryant. Public Safety, Law and Courts Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 9/9/2019 7:31 PM**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS CHAPTER 505 ANIMALS AND FOWL; PHASE TWO --- Bryant. Public Safety, Law and Courts Committee.

RESULT: **ITEM HELD** **Next: 9/9/2019 7:31 PM**

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO DAVIDSON DRIVE; APPROPRIATING FUNDS THEREFORE. --- Luzader. Public Service and Transportation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 9/9/2019 7:32 PM**

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN STORMWATER INVESTIGATION STUDIES AND PRELIMINARY ENGINEERING AT VARIOUS LOCATIONS; APPROPRIATING FUNDS THEREFORE --- Luzader. Public Service and Transportation Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 9/9/2019 7:32 PM**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 174 PROCEDURE FOR SELECTION OF DESIGN PROFESSIONALS --- Luzader. Public Service and Transportation Committee.

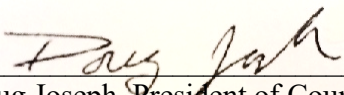
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RESULT: **REFERRED TO COMMITTEE**

Next: 9/9/2019 7:32 PM

Adjournment



Doug Joseph, President of Council

Clerk of Council

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President of Council Doug Joseph called the meeting to order at 8:32 PM

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

ABSENT:

Approval of Minutes

Minutes held until next meeting.

ALL VOTED IN FAVOR BY VOICE

Approval of Agenda

Mr. Joseph: Item 9a will become 11n, and that's the Chamber Silent Auction Legislation. And we are going to add item 8i, a resolution for the St. Mary's Macedonian Orthodox Church.

ALL VOTED IN FAVOR BY VOICE

Community Comments and Requests
Communications

CLERK OF COURT REPORT

RESULT: READ INTO THE MINUTES

MAY, 2019 AUDITOR'S REPORTS

RESULT: READ INTO THE MINUTES

AUDITOR'S REPORTS JUNE, 2019

RESULT: READ INTO THE MINUTES

Reports

CHILDREN SERVICES TAX LEVY PRESENTATION

Ms. Moore from the Committee for the Children. She is working with Franklin County Children Services to help pass their Tax Levy. FCCS is the only public county agency mandated by law to care for the counties abused and neglected children. 30,000 children come through the agency each year. FCCS works with about 100 community agencies and places about 71 million dollars with those agencies to provide supportive services to families in our community. The levy is for Issue 10. It will be on the November 5th ballot and it is a renewal levy, which means no increase in taxes. Approximately 70% of the agency funding comes from two property tax levies. 1.9 million dollar levy that was renewed in 2014 and a 3.1 million dollar levy that was originally

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passed in 2009, it expired at the end of 2019, this levy accounts for 42% of the agency's funds, about 85 million dollars. This is a 10 year levy with no increase in taxes. Ms. Moore asked for the support from Council and their endorsement. President Joseph of Council confirmed that this was a renewal levy and not a replacement.

RESULT: READ INTO THE MINUTES

REYNOLDSBURG VISITORS AND COMMUNITY BUREAU PRESENTATION

Mr. Les Somogyi from the Reynoldsburg Visitor's Bureau presented to Council a statistical report about the income generated in Ohio from the tourism industry. Mr. Somogyi presented some statistics from the State Travel Industry that Reynoldsburg is small part of. In 2018 there 219 million tourism visits in Ohio compared to the 178 million ten years prior. Visitors spent 44 billions dollars in Ohio, 10 billion more than ten years ago. On average, a person spent \$111.00 for day trips and \$365.00 on overnight. Tourism in Ohio is responsible for nearly half a million jobs. Mr. Somogyi is going to provide a copy to the Council members of the complete report. The major reason for people to travel to Ohio is visiting friends and attending special events with overnight trips on the rise over the last ten years. The Reynoldsburg Visitors and Community Bureau has budgeted to promote Reynoldsburg and the greater Columbus area as a visitor destination for both business ad leisure travel. They are doing so by utilizing Ohio Magazine, Summer Travel Issue, Experience Columbus Visitor's Guide, Ohio Summer Adventures Magazine and Columbus Monthly. As well as partnering with other local organizations like the Tomato Festival, the Civic association and the schools and well as all of the Convention of Visitors Bureaus locally. Reynoldsburg is one of the smallest, with only 2 working hotels compared to other CVB's with 10 to 20 hotels in their locality. Reynoldsburg is a member of the Capital Area Tourism Alliance, this is a group of professional traveling conventions. To better market and advertise the City as a whole. The collection of bed tax in Reynoldsburg has been rising despite having one less working hotel in the City compared to previous years. In 2019 the bed tax for the year was reached in June. Mr. Somogyi presented the Mayor with a 43068 hat.

RESULT: READ INTO THE MINUTES

Motions

A MOTION TO ADOPT A RESOLUTION RECOGNIZING NATIONAL SUICIDE PREVENTION WEEK --- Luzader, Skinner. City Council.

Mr. Luzader: This is something I have worked with Mr. Skinner for the last month or so as we have been on hiatus from Council, along with a lot of assistance from Ms. Prasher. She did a lot of work for us.

Mr. Skinner: I would just like to point out one thing from my somewhat tacky outfit I'm sure you all have noticed. Purple and teal are the colors of suicide awareness and I ear those here proudly to echo this resolution here and I will go ahead and read it now.

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Mr. Skinner read the motion into the minutes

Mr. Luzader: We were also supposed to have a few visitors here from the ADAMH Board tonight but seeing how this was our first meeting back from being on our vacation for the month of July, I felt it best instead of making them sit here for who knows how long the meeting may take, they will be here in two weeks for an official presentation of this proclamation.

Mr. Spalding: I want to comment Caleb Skinner. He lives those colors in his real life, he is a suicide prevention Counselor for the Air Force, active dusty air force people. And he has served in the at role for a couple years now so he really, he really lives those colors everyday. Appreciate it.

Mr. Baker: I just want to say thank you for your service and thank you for bringing this in front of Council. And you too Councilman Luzader, I don't want to forget.

Ms. Bryant: I also want to thank you for bringing this forward as somebody who has been touched by this on a personal level, I would like to thank you both for bringing this forward.

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

2505 : RECOGNITION OF JOHN H. GREGORY --- Baker. .

Mr. Baker: I would like to thank the Gregory family for being here today. I brought this resolution because when the dispatch ran this article a few weeks ago about Mr. John Gregory and what he has done with the African American wellness initiative and his program, I thought it would be justice to recognize him as being a resident of Reynoldsburg and all of the work that he has done in bringing awareness to not just African American health but health in general. Every year, except for the couple years my wife was pregnant with our kids, participated in the African American Wellness Walk. And the event every year brings out more and more people and also reach out to a lot more and more people about the effects of not monitoring your health especially among the African American community. Which, one of the top leading deaths in African American community is diabetes and high blood pressure. And this event that goes on every year helps make awareness of the type of health benefits that there are, services that there are for those who cannot afford medical insurance. And this event grow every year. I thought that one of our citizens has done this outstanding program should be recognized by his home city, former president Barack Obama and former Ohio governor, John Kasich has recognized this initiative and this man for the things he has done especially when it comes to health.

Mr. Baker read the resolution.

Mr. Gregory: I am very honored that the City that I live in Reynoldsburg, and I didn't really realize that I lived in Reynoldsburg until the Dispatch did an article and said "The Reynoldsburg

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Man", ad I was lie I do live in Reynoldsburg and I have lived here for, I raised my kids here and I have been living here for about twenty years now. And I really enjoy, I tell people all of the time I really enjoy Reynoldsburg. But I also want to say this year our governor, he also declared August as African American Wellness month. This year we had, it is reported in the Dispatch and by the fire department that we had nearly 30,000 people show up for the walk. We did over 3,000 screenings in which some men had to go from the walk to the hospital. We are now in 16 different cities across the country. And while we have a conversation about African American men, it is any man who shows up, we make sure he goes and gets screened and were having a conversation about healthy life styles. This is an event that, its really funny because up until last year and we tried to do it this year. We have an official 5K walk and run and we have white men who come out to be apart of, you know white men like to run. Every year they sign up fro the run. We had over 1000 runners this year and for the first time in 16 years a white didn't win. And we were excited about that. Normally I go to the line and go like could you slow down and let a black man come past you. This is a community event, we have over 120 vendors participate, we have every hospital in the city of Columbus participates, every manage care system. We have over six banks and every politician shows up. And we are so gracious and appreciative of the Councilmen has recognized the work that we are doing, its not just for Columbus, it is for the entire county. And next year we are looking to do a bigger job. And I am hoping the Councilmen agree, next year we are having ambassadors for each city. So we already have an ambassador, prosecuting attorney Michael Bibbins has agreed to do it for Whitehall and I am sure you will agree to do it for Reynoldsburg. So we are going to have ambassador for each city and looking for a bigger crowd next year. But again thank you, I feel very blessed. And I really wanted to say this, I have been Council meetings across the country to get honored and this is probably one of the most organized Council meetings I have been to. Thank you very much.

Mr. Spalding: Mr. Gregory I am medical technologist, I personally appreciate the great work that you have done. You clearly are out there saving lives and changing the community and I personally just want to say thanks.

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

A RESOLUTION OF APPRECIATION FOR MARGARET MESSICK --- Cotner. .

Mr. Cotner read the Motion in to the Minutes. She will be back in two weeks to present the motion.

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

89-19

A MOTION TO ADOPT A RESOLUTION SUPPORTING THE OHIO MUNICIPAL LEAGUE (OML) POSITION ON H.B. 49 AND H.B. 5 (CENTRALIZED TAX COLLECTION) AND ASKING THE OML TO INCLUDE THE CITY OF REYNOLDSBURG AS A MUNICIPALITY SUPPORTING THE OML AMICUS BRIEF BEFORE THE OHIO SUPREME COURT

Mr. Joseph: The City of Reynoldsburg is a member of the Ohio Municipal League and when I learned that they were initiating litigation regarding state law that recently passed that would centralized tax collections, I thought it might be beneficial for the City to join in that law suit to help restore home rule authority over our local tax collections.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

A MOTION TO AUTHORIZE THE MAYOR TO ADVERTISE FOR BIDS FOR DESIGN PROFESSIONALS FOR CONSULTING CITY ENGINEERING SERVICES FOR 2020 TO 2024 --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

A MOTION TO AUTHORIZE AND DIRECT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO RE-ADVERTISE FOR BIDS THE DEVELOPMENT OF THE LANCASTER ROAD AND EAST MAIN STREET PARKING LOT PROJECT - PHASE 2 --- Luzader. Development Department.

Mr. Luzader: This is phase two of the parking lot down here at the corner of Lancaster and Main. There were some things that had to be changed and actually clarified in the previous bid so the Development Director has asked permission to re-bid that project.

Mr. Hood: I think the motion needs to be amended to reject the bids that City received, formally, before you go and re-advertise for bids. Only Council can reject bids.

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Mr. Joseph: Would you like to rescind your second? Ok so we have a motion, is there a motion to make that amendment as requested by the City Attorney. Mr. Luzader makes that motion. Is there a second? Second by Mr. Skinner.

ALL VOTED IN FAVOR BY VOICE ON THE AMENDMENT

ADOPTED AS AMENDED

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

90-19

A MOTION TO ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OPWC FOR FUNDING VARIOUS CAPITAL INFRASTRUCTURE PROJECTS (MAIN STREET IMPROVEMENTS) --- Luzader. Public Service and Transportation Committee.

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

A MOTION TO DIRECT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE BE AUTHORIZED AND DIRECTED TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE EAST MAIN STREET AND KROGER, STREET LIGHT --- Luzader. City Council.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
NAYS:	Clemens

RESOLUTION OF RECOGNITION OF THE ST. MARY'S MACEDONIAN CHURCH

Ms. Bryant: I wanted to bring this resolution because you just capped off your annual festival this weekend. I have been attending the festival over the last 4 or 5 years and enjoy it. Every time I come out I always learn something new, see something new and it wasn't until I started going to the festival that I was aware of what they have going on inside, which is just amazing. Anybody who is here if you have only driven by it, you have only seen a fraction of the beauty of this church. I would encourage everyone to make a stop at some point and see what they have done with the interior.

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Ms. Bryant read the resolution into the minutes.

Many members from St. Mary's were present at the Council meeting and expressed there gratitude for they Reynoldsburg community for the welcomeness and service over the many years they have been in Reynoldsburg. They also welcomed all members and citizens of Reynoldsburg to come and visit their church.

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

Special Exception Use Permit

A MOTION TO ADOPT A RESOLUTION APPROVING SPECIAL EXCEPTION USE PERMIT #2019-5204 - 414 JONELL LANE FOR APPLICANTS JUSTIN AND KESHIA OLIVER

Ms. Lane: My husband and I wanted to offer weekend and overnight childcare for parents who work third shift or have a date night, go to the movies. So we wanted to offer that weekend childcare. It will be from Friday to Saturday, it will be from 7PM to 6AM. I am sorry Friday to Sunday, 7PM to 6AM. And we will offer that service in our home.

Mr. Spalding: In the paperwork that we received there was one that said 7 to 6 so I am glad you clarified that because another one said 6 to 7, so I wasn't quite sure which was the right time frame.

Ms. Lane: So it will be 7PM to 6AM.

Mr. Spalding: Kind of picturing that in my mind we have Friday, Statuary and Sunday. So you had mentioned people that worked swing shifts, I worked a lot of swing shift well my shift would go like from 11 to 7, 8 hours usually and it wasn't just weekends. So what do the kids doing the week.

Ms. Lane: So during the week they would more than likely go to their childcare, we would just offer the weekend care, weekend overnight care.

Mr. Spalding: Ok, again I am just trying to put that in my mind. Are these people that only work weekends, they don't work during the week, are they you say a date night. Because it looks like you do infants to 11 years of age.

Ms. Lane: 12 month to 12 years. And it would only be with our square footage that we have right now, it would only be 6 children. In speaking with ODJFS, Ohio Department of Jobs and Family

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Services, they have a website where the parents can go to if they want to chose an option to do weekend or overnight care, they can use that website through ODJFS.

Mr. Spalding: Ok and your going to be part of that website then?

Ms. Lane: If we get approval from special exceptions, then we would move forward with ODJFS as far as getting our certification and license to offered child care services in our home.

Mr. Spalding: Ok so a total of 6 children maximum?

Ms. Lane: Yes sir because its 35 square feet per child.

Mr. Luzader: I have some of the same concerns as the Planning Commission had. Its just going to be you and your husband and I know how hard it is to stay awake overnight. Especially if one of you are sleeping and the other supposed to be awake and keeping an eye on the children and this and that and whatever. Your trying to be quiet at 2 or 3 o'clock in the morning, I know how hard it is to stay awake. How are you going to guarantee that you can stay awake?

Ms. Lane: We will have shifts. And on our last meeting there was a comment made, I forgot who her name was. She had asked the same question and she was referring to the child care center sleeping and napping requirements or what have you. So in a childcare setting. A childcare center setting you have to remain awake at all times. But in a family childcare setting you must remain awake until all children are asleep. Which when children are sleeping in the evening overnight, the provider shall have monitoring device that ensure sight and hearing at all times. So what will happen is we would do shifts and we would have monitoring like cameras and speakers around the house or what have you to make sure that the children are asleep. Its all on one level. We built, there is a space that we have outside of our home that is 216 sqft or what have you and we can open the doors. And we will be sleeping or staying on that one level with the children.

Mr. Clemens: Would you go over the sleeping part again. How many rooms will you use with six children.

Ms. Lane: It will only be one room. One room yes sir. We had an addition built at the end of last year, it was just finished at the beginning of this year.

Mr. Clemens: 11 year old is the oldest going to be?

Ms. Lane: The oldest will be 12.

Mr. Clemens: 12. So your going to have from different families in that room?

Ms. Lane: Its possible yes sir. It depends on which family, you know if they go on the ODJFS website and they click saying that they want weekend or overnight care then we can only have 6 children based on ODJFS qualifications and requirements.

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Mr. Cotner: I don't know that this is even still a permitted use when we look at our code and when we get to the table at 1175.01, childcare is not even permitted in our districts. Even as a special exception, that's another thing we need to look at too is whether we even have that authority to pass as a special exception on this.

Mr. Hood: Mr. Cotner is correct. This is not permitted use in residential districts. Its not special exception use either to accept it.

Mr. Joseph: What is the pleasure of Council, is there a motion to move forward one way or another on this item? Yes is denial on this item.

RESULT:	DEFEATED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

91-19

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Cotner. .

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

LEGISLATION FOR FIRST READING

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A 60-MONTH CONTRACT FOR AUTOMATION OF PAYROLL TIME KEEPING AND ATTENDANCE WITH NOVATIME TECHNOLOGY, INC --- Cotner. Finance and Administration Committee.

Mr. Hood: The agreement is no longer a 60 month agreement it is now a 36 month agreement. I don't know if you want to amend that now or at the next meeting?

Mr. Joseph: I recommend doing that at the next meeting in two weeks.

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REYNOLDSBURG CITY COUNCIL
September 9, 2019

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:33 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:30 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:32 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:32 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:32 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:32 PM**

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

Minutes Acceptance: Minutes of Sep 9, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 9, 2019

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:33 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:30 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:30 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:32 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 9/23/2019 7:32 PM**

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

Minutes Acceptance: Minutes of Sep 9, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 9, 2019

RESULT: REFERRED TO COMMITTEE

Next: 9/23/2019 7:33 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 COUNTY AUDITOR, DECLARING AN EMERGENCY. AND DECLARING AN EMERGENCY

RESULT: REFERRED TO COMMITTEE

Next: 9/23/2019 7:33 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 9/23/2019 7:30 PM

LEGISLATION FOR SECOND READING

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

AS AMENDED TO REPLACE WORDING

RESULT: REFERRED TO COMMITTEE

Next: 9/23/2019 7:31 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 9/23/2019 7:30 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 9/23/2019 7:33 PM

LEGISLATION FOR THIRD READING

88-19

Minutes Acceptance: Minutes of Sep 9, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 9, 2019

ORDINANCE TO AUTHORIZE THE BOUNDARY LINE ADJUSTMENT WITH THE CITY OF COLUMBUS, BRICE ROAD --- Spalding. Development, Parks and Recreation Committee.

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

92-19

AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE (1) 2019 FREIGHTLINER 300 W.B. DIESEL WITH AIR BRAKES FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS FROM THE UN-APPROPRIATED 285 FUND--ENDOWMENTS TO A FUND IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

93-19

AN ORDINANCE AUTHORIZING THE ALLOCATION OF FUNDS TO THE REYNOLDSBURG DEVELOPMENT ALLIANCE (RDA) A COMMUNITY IMPROVEMENT CORPORATION (CIC) --- Spalding. Development Department.

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

94-19

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 174 PROCEDURE FOR SELECTION OF DESIGN PROFESSIONALS --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Sep 9, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 9, 2019

RESULT:	ADOPTED [6 TO 1]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Skinner
NAYS:	Bryant

95-19

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO DAVIDSON DRIVE; APPROPRIATING FUNDS THEREFORE. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

96-19

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN STORMWATER INVESTIGATION STUDIES AND PRELIMINARY ENGINEERING AT VARIOUS LOCATIONS; APPROPRIATING FUNDS THEREFORE --- Luzader. Public Service and Transportation Committee.

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

97-19

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS OF CHAPTER 505 ANIMALS AND FOWL: PHASE 2 --- Bryant. Public Safety, Law and Courts Committee.

AMENDED BACK TO THE ORIGINAL WORDING "POLICE DOG AND COMPANION DOG" - Ms. Bryant makes the motion on the amendment. Mr. Skinner seconds the amendment and all voted in favor by voice on the amendment.

Minutes Acceptance: Minutes of Sep 9, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 9, 2019

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

EXECUTIVE SESSION

Pursuant to Ohio Revised Code Section 121.22 (G) (3) "to conference with an attorney concerning disputes involving the public body that are the subject of pending or imminent court action"

Mr. Spalding makes the motion to enter into executive and its seconded by Ms. Bryant, all vote in favor by voice to enter the executive session. Session will include elected officials, the Chief of Police and the Clerk of Council.

Reconvene at 10:16 PM for adjournment at 10:17 PM

Adjournment

Doug Joseph, President of Council

Clerk of Council

Minutes Acceptance: Minutes of Sep 9, 2019 7:35 PM (Approval of Minutes)

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

DATE: September 23, 2019**TO:****CC:****RE:** Presentation to Council Recommending an Increase in the Stormwater
Utility Rate

Background

Ordinance No. 32-96, Passed 2/12/1996.

AN ORDINANCE TO ESTABLISH STORM WATER CHARGES AND AN ADMINISTRATIVE PROCESS STRUCTURE WHICH WILL PROVIDE FOR THE FUNDING OF THE OPERATIONS, MAINTENANCE, AND IMPROVEMENTS OF THE CITY'S STORM WATER UTILITY.

Section 5.

Subsequent to the initial establishment of Utility Service Charges pursuant to this Ordinance, the Director in each odd numbered year shall prepare a Utility report with recommended Utility Service Charges. This report shall contain data utilized in the determination of the recommended Utility Service Charges and shall be presented to the Council on or before October 1 of each odd numbered year for the referral to the appropriate committee. The committee shall make a recommendation to Council on or before October 15 of each odd numbered year concerning the Utility Service Charges to become effective for a two year period beginning January 1 of each even numbered year.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 phone

Storm water Management

Storm water management systems represent valuable public assets that provide a number of benefits too many users. By controlling floodwaters and preventing pollutants from reaching our rivers and lakes, Storm water management systems can protect the health and safety of the public and the environment. In so doing, clean and healthy water resources support public drinking water supplies and can attract local investment through increased land values.

Funding

A storm water rate is a funding mechanism that has been successfully implemented throughout the United States. The goal of the study is to develop and implement an equitable, self-supporting, and dedicated funding source for storm water management in Reynoldsburg.

Monthly user fees were introduced when the Storm Water Utility was established in 1997. These fees were intended to cover operations, maintenance and replacement costs of the existing system and construction of new storm drainage and flood management facilities. In creating the utility, the City declared its intention to impose just and equitable charges on storm water drainage utility users. Impervious surface area plays the single largest role in determining the amount of storm water runoff from a property. Impervious area leads directly to storm water runoff. All single-family residential properties are proposed to be defined as being equal to each other, and form the basis for all other comparisons.

The typical single-family residential property for the City of Reynoldsburg contains 2,530 square feet of impervious surface area. The units to be used in determining the appropriate user fee is the "Equivalent Residential Unit" (ERU). Therefore, all single-family residential properties will have an ERU rating of 1.0. An example of a non-residential property with 25,300 square feet of impervious surface area would have an ERU rating of 10.0.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 phone

An increase was necessary to provide personnel, equipment and supplies in developing the Storm Water Management Plan as required by Federal and State Law. In 2004, the ERU rate was increased from \$1.25 to \$2.00. This provided funds for additional personnel and several CIP projects.

In 2015 we implemented a neutral revenue move of an additional \$2.00 per month for storm water fees. This fee is for the Clean Rivers Surcharge that was previously collected through sewage charges. Since 2006, residents in Reynoldsburg and elsewhere have been required to pay a Clean Rivers Surcharge. This fee is used to support various improvements related to the Project Clean Rivers initiative, which is designed to reduce pollution in waterways. The City of Columbus is charged with managing a 40 year, \$2.5 billion Wet Weather Management Plan and this fee supports that effort. The fee was created and mandated by a consent order from Environmental Protection Agency and the State of Ohio. The bottom line of our residents' water bill remained the same.

Conclusion

The City has operated with zero increases since 2004. With the enhancement of our street program, we have been more proactive with repairs and projects, which have reduced the funds in our storm water account. These facts and proposed increases from the City of Columbus have led us to reevaluate our storm water fees. The attached sheet shows a proposed change of \$12 per year per home or (1) one ERU, which would generate enough to put our storm water fund in line with our ongoing streets program. We would like to introduce legislation before the end of the current year.

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



**City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019**

STORM WATER

	2013	2014	2015	2016	2017	2018	2019 Est	2020 Est	2021	2022
REVENUES										
STORM WATER CHARGES	659,152	648,302	654,785	1,309,934	1,357,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
CLEAN RIVER CHARGE	0	0	0	0	1,100,000	0	0	0	0	0
OTHER (BOND PROCEEDS)	0	0	0	0	0	0	0	0	0	0
TOTAL REV	659,152	648,302	657,642	1,309,934	2,457,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
PERSONAL	250,095	255,323	253,700	260,059	290,813	281,647	329,381	345,850	363,143	381,300
SUPPLIES	22,417	22,279	24,473	20,025	22,848	33,214	47,000	47,470	47,945	48,424
SERVICES	46,047	70,319	45,529	60,637	50,571	132,515	149,890	151,389	152,903	154,432
CLEAN RIVER CHARGE	31,560	31,560	31,560	642,874	721,828	736,909	775,000	795,000	815,000	835,000
TRANSFERS OUT	18,955	34,716	178,145	29,624	31,560	39,282	31,560	31,560	31,560	31,560
EQUIPMENT	0	0	0	0	0	0	65,600	0	0	0
BRICE/MAIN	0	0	0	0	0	0	0	0	0	0
BARTLETT ROAD	0	0	0	0	0	0	0	0	0	0
BLACKLICK CREEK	0	0	0	0	0	0	0	0	0	0
MAIN/GRAHAM	0	0	0	0	0	0	0	0	0	0
OTHER PROJECTS	139,877	5,495	98,781	286,208	790,310	271,949	478,791	122,967	125,594	123,108
DEBT	98,945	99,443	0	0	132,300	122,487	120,227	122,967	125,594	123,108
TOTAL EXP	607,896	519,135	632,188	1,330,987	2,040,230	1,618,003	1,997,449	1,494,236	1,536,144	1,573,824
NET OP. INCOME	51,256	129,167	25,454	-21,053	417,553	-291,079	-647,449	193,264	151,356	113,676
FUND BALANCE	1,256,723	1,385,890	1,411,344	1,390,291	1,807,844	1,516,765	869,316	1,062,580	1,213,936	1,327,613

9/5/2019 10:12 AM C:\Users\jrcrawford\Documents\Water Studies\RATESTUDY 2020.xls

Attachment: Stormwater Report (Increase of Stormwater Utility)

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

DATE: September 23, 2019**TO:****RE: Recognition of National Center Senior Month**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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Councilmember Spalding brought forth this recognition of National Senior Center Month to recognize the activity, involvement and success of the Reynoldsburg Senior Center.

Whereas, National Senior Center Month originated as National Senior Center Week in May of 1979, proclaimed by President Ronald Reagan in 1985 and extended to the full month of September in 2007; and,

Whereas, the concept of celebrating senior centers nationally gained wide support through organizations like the National Council on Aging, the U. S. Conference of Mayors Aging Task Force and the full Senate and House Select Committee on Aging; and

Whereas, the 2019 theme of national Senior Center month is “Senior Centers: The Key to Aging Well!”; and

Whereas, as senior centers are a key resource for individuals to age healthily and also gateways to communities to properly support older adults; and

Whereas, the City of Reynoldsburg is blessed to have the largest senior center in the metropolitan Columbus area that provides daily exercise classes that both feed the mind and the

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

body. We are proud of what Senior Citizens of Reynoldsburg (SCOR) gives back to our community with wisdom and volunteers; and

Whereas, we are very grateful for the leadership of Donna Bauman, our parks and Recreation Director as well as the daily management of our center by Judy Doran and her hard working staff; and

Whereas, we are honored for their commitment to our seniors.

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

SECTION 1: That this Council does hereby proclaim the month of September as NATIONAL SENIOR CENTER MONTH in Reynoldsburg to encourage citizens to explore their senior center and take the step to further volunteer their efforts through this month and beyond.

Development Department

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

ORDINANCE REQUEST

DATE: September 23, 2019

TO: Development, Parks and Recreation Committee

RE: Contract with Ohio Health for Lease of Community Center Partner Space

Approval:

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

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

EMERGENCY: Due to construction timeline.

Contract will be finished prior to final reading.

WHEREAS, the City of Reynoldsburg desires to establish a lease agreement with OhioHealth Corporation for use of a portion of the Reynoldsburg Community Center Partner Spce; and

WHEREAS, Council has determined that the lease agreement shall be for a period beginning on occupancy and ending fifteen years from that date with options to extend the term of the lease; and

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

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a lease agreement with OhioHealth Corporation for use of the Partner Space in the Reynoldsburg Community Center.

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

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this _____ of _____ 2019, by and between The City of Reynoldsburg, Ohio (hereinafter referred to as "Landlord"), and OhioHealth Corporation, an Ohio not-for-profit corporation exempt under IRC (501) (C) (3) (hereinafter referred to as "Tenant").

BASIC LEASE PROVISIONS:

The following provisions ("Basic Lease Provisions"), and the terms and conditions in Attachment I attached hereto and incorporated herein, are included in and a part of this Lease:

- I. **"Building"** - as used in this Lease means the approximately 13,000 square foot building to be constructed at 7215 E. Main Street, of which the Demised Premises shall be a part and the remainder of which shall be leased to the YMCA.

- II. **"Demised Premises"** - as used in this Lease means the approximately 13,000 rentable square feet located on the first floor of the Building, which figure shall more accurately measured and agreed upon by Landlord and Tenant upon substantial completion of Landlord's Work (as defined in Exhibit D hereto) as set forth in Section 1 of this Lease. The final square footage of the Demised Premises and the Building shall be memorialized in the Confirmation of Lease Term attached hereto as Exhibit C and shall conclusively replace any initial estimates contained in these Basic Lease Provisions for all purposes under this Lease. The anticipated location and size of the Demised Premises is outlined in Exhibit A, and a final as-built depiction shall also be attached to the Confirmation of Lease Term. The Demised Premises shall also include the non-exclusive right to use the common areas of the Building, such as hallways, entrances and public restrooms, as well as the right to use common areas of the real property upon which the Building sits (the "Property"), including without limitation parking lots, sidewalks and access drives. The common areas of the Building and the Property may be modified from time to time by the Landlord provided the same does not unreasonably or materially interfere with Tenant's intended use of the Demised Premises or place any additional burden (financial or otherwise) upon the Tenant.

- III. **"Term"** - as used in this Lease means the term of this Lease that begins on the Commencement Date and ends fifteen (15) years later. Notwithstanding the foregoing, if the Commencement Date is a day of the month other than the first day of the month, then the term shall be extended to include the number of days from the Commencement Date until the first day of the month following the Commencement Date. The last day of the Term shall be the "Lease Termination

Date” Provided however, the original Term may be renewed beyond the original Lease Termination Date pursuant to Tenant’s exercise of its option to renew as provided in Section XII of the Basic Lease Provisions of the Lease, if any.

- IV. **“Commencement Date”** – means the earlier of (i) the date upon which Tenant and opens for business, and (ii) one hundred fifty (150) days after the Delivery Date. **“Delivery Date”** – means the date on which Landlord delivers the Demised Premises to Tenant with Landlord’s Work (as set forth in Exhibit D hereto) completed. Landlord anticipates tendering delivery of the Demised Premises on the date nine (9) months after the date hereof. If Landlord has not delivered the Demised Premises to Tenant on or before the date one (1) year after the date hereof, Tenant shall have the right, in its sole discretion, to terminate this Lease.
- V. **“Annual Rental”** - as used in this Lease means the total basic rental fees to be paid by Tenant to Landlord under this Lease, in accordance with the following schedule:

LEASE YEAR (I.E. A LEASE YEAR IS EACH SUCCESSIVE 12-MONTH PERIOD AFTER THE COMMENCEMENT DATE, EXCEPT THAT IF THE COMMENCEMENT DATE IS OTHER THAN THE FIRST DAY OF A CALENDAR MONTH, THE 1 ST LEASE YEAR SHALL COMMENCE ON THE FIRST DAY OF THE CALENDAR MONTH FOLLOWING THE COMMENCEMENT DATE, AND EXPIRE 12 MONTHS THEREAFTER)	RENTABLE SQUARE FOOTAGE OF THE DEMISED PREMISES RENTABLE SQUARE FEET IS THE TENANT’S USABLE AREA PLUS THE TENANT’S PERCENTAGE SHARE OF THE BUILDING’S COMMON AREAS, ALL AS SOLELY DETERMINED AND CALCULATED BY THE LANDLORD.	BASE RENTAL RATE PER RENTABLE SQUARE FOOT PER YEAR (\$\$)	CAPITAL RESERVE RATE PER RENTABLE SQUARE FOOT PER YEAR (\$\$)	OPERATING COST BUDGET PER RENTABLE SQUARE FOOTAGE PER YEAR (AFTER THE END OF THE FIRST CALENDAR YEAR DURING THE TERM, THE OPERATING COST BUDGET MAY BE ADJUSTED EACH YEAR BY LANDLORD PURSUANT TO PARAGRAPH 3 (B) (1) OF ATTACHMENT I) (\$\$)	TOTAL ANNUAL RENTAL FOR DEMISED PREMISES (I.E. THE BASE RENTAL RATE PLUS CAPITAL RESERVE RATE PLUS OPERATING COST BUDGET TIMES RENTABLE SQUARE FEET IN THE DEMISED PREMISES) (\$\$)	MONTHLY INSTALLMENT OF ANNUAL RENTAL DUE ON THE FIRST DAY OF EACH CALENDAR MONTH IN ADVANCE, PER SECTION 3 (A) (\$\$)
1-15	13,000	\$15.29	\$1.00	\$8 (est.)	\$315,770 (est)	\$26,314.17 (est)

- VI. **“Tenant’s Prorata Share”** - as used in this Lease means 18.6 percent (%), representing the estimate of the rentable square feet of the Demised Premises in relation to the rentable square feet of the Building, as mutually agreed upon by Landlord and Tenant. Landlord and Tenant acknowledge that the foregoing is based on pre-construction estimates and will be modified accordingly once final figures have been measured and memorialized in the Confirmation of Lease Term.

- VII. **“Address for Rent”** - as used in this Lease means:

YMCA
1470 Davidson Drive,
Reynoldsburg, Ohio 43068

- VIII. *“Designated Purpose”* - as used in this Lease means medical office use and any other use consistent with zoning for the Demised Premises.
- IX. *“Tenant Improvements”* - as used in this Lease means the improvements Tenant shall make to the Demised Premises upon substantial completion of Landlord’s Work, which shall be performed in accordance with the terms of Exhibit D. The Tenant Improvements shall be made by Tenant’s chosen contractors and at Tenant’s sole cost.
- X. *“Additional Rental”* - as used in this Lease means any amounts due Landlord under the Lease other than the Annual Rental. Unless agreed to by Landlord or provided otherwise in the Lease, Additional Rental shall be due and payable as expressly stated herein or, if no timeframe is provided, no later than thirty (30) days from written notice of same.
- XI. *Landlord Disclosure of No Physician Ownership.* Landlord represents to Tenant that, as of the execution date of this Lease by Landlord, no part of Landlord is owned or controlled by a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor or a person who has, as an immediate family member, a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor (collectively, a “Stark Triggering Party”). For purposes of this Lease, an “immediate family member” is defined as a husband or wife, birth or adoptive parent, child, sibling, stepparent, stepchild, stepbrother stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or spouse of a grandparent or grandchild. If at any time during the term of this Lease, the Landlord becomes owned or controlled, in whole or in part by a Stark Triggering Party, then Landlord agrees to give written notice thereof to Tenant.
- XII. *Option to Renew this Lease:* At the end of the original term of this Lease, Tenant shall have the option to renew this Lease for 3 additional terms of 5 years each, provided that Tenant is not then in default hereunder beyond any applicable cure periods and has given Landlord written notice of its election to exercise the option at least ninety (90) days prior to the expiration of the original Term of this Lease or any successive renewal term, as applicable. The aforementioned renewal shall be upon the same terms and conditions of this Lease, except that the Annual Rent shall be at fair market value (or the midpoint of a range of fair market value) as determined by a commercial appraiser mutually acceptable to both Landlord and Tenant.

XIII. "Exclusive Use" - Landlord agrees that as a material consideration on the part of Tenant entering into the lease, Landlord will not sell the Property or lease space in the Building to, or otherwise permit the use of the Property by (i) the Ohio State Wexner Medical Center or Mt Carmel Health System, Inc. or any party or entity that controls, is controlled by or is under common control with either of the foregoing, regardless of their specific use; (ii) any other hospital system that is directly competitive with OhioHealth, regardless of their specific use; or (iii) any party or entity that would engage in uses directly competitive to the Designated Purpose described above. For purposes of this Section XIII, the phrase "directly competitive" shall have the following meaning: Activities and/or opportunities relating to the development, ownership, operation and/or management of healthcare payors or insurers, hospitals, acute care facilities, outpatient clinics or ambulatory centers within OhioHealth's service area.

LANDLORD AND TENANT AGREE TO THE ABOVE BASIC LEASE PROVISIONS AND TO THE TERMS AND CONDITIONS SET FORTH IN ATTACHMENT I ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY REWRITTEN, ALL OF WHICH CONSTITUTE THIS LEASE AGREEMENT.

In the event of any conflict between the terms of the foregoing Basic Lease Provisions and the terms of Attachment I, the terms of the foregoing Basic Lease Provisions will prevail.

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SIGNATURES:

IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by and through their duly authorized representatives.

LANDLORD:
City of Reynoldsburg

By: _____

Name: _____

Title: _____

TENANT:
OhioHealth Corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF OHIO }
 }ss:
 COUNTY OF FRANKLIN }

BE IT REMEMBERED, that on the _____ day of _____, 2019, before me as Notary Public in and for said State, personally appeared _____, the _____ of the Landlord in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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

 Notary Public

STATE OF OHIO }
 }ss:
 COUNTY OF FRANKLIN }

BE IT REMEMBERED, that on the _____ day of _____, 2019, before me as Notary Public in and for said State, personally appeared _____, the _____ of the Tenant in the foregoing Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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

 Notary Public

ATTACHMENT I TO LEASE AGREEMENT

1. Lease of Demised Premises. Landlord, subject to the terms and conditions hereof, leases to Tenant, and Tenant leases from Landlord, the Demised Premises, to be used by Tenant for the Designated Purpose and for no other use or purpose. All the outside walls of the Demised Premises, and any space in the Demised Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks, or other Building facilities, and the use thereof, as well as access thereto through the Demised Premises for the purposes of operation, maintenance, decoration and repair, are hereby expressly reserved to Landlord.

Either party may remeasure the Demised Premises at any time prior to the earlier of (i) the end of the first one hundred eighty (180) days following the Commencement Date, and (ii) the execution of a Confirmation of Lease Term. If such a remeasurement reveals an increase or decrease in square footage of more than two percent (2%) from the square footage set forth in the Basic Lease Provisions, then, if either party objects to such remeasurement such party may request, at such requesting party's sole cost and expense, a second remeasurement be performed by an independent third party architect reasonably and mutually acceptable to Landlord and Tenant, whose remeasurement shall be conclusive as to both Landlord and Tenant. If any such second remeasurement (or, if no second remeasurement was conducted, any first remeasurement) indicates a square footage amount different than that specified in the Basic Lease Provisions, the parties agree any item of Rent based upon the square footage of the Demised Premises will be adjusted to reflect such corrected square footage amount. If either party so requests, such adjustments will be reflected in a lease amendment executed by both Landlord and Tenant.

2. Term. Tenant takes from Landlord the Demised Premises upon the terms and conditions herein contained, to have and to hold the same for the Term of the Lease, commencing upon the Commencement Date, unless sooner terminated as herein provided. The rent provided for in Section 3 (A) hereof, and all Additional Rental provided for in this Lease, shall commence on the Commencement Date.
3. Rent.
 - A. Annual Rental. Tenant agrees to pay to Landlord for the Demised Premises, without notice, the Annual Rental, payable in equal monthly installments in advance on the first day of each calendar month beginning on the Commencement Date. There shall be no abatement, set off, deduction or counterclaim whatsoever against any rent payable to the Landlord under this Lease, including, without limitation, the Annual Rental or any Additional Rental. If the Commencement Date is not the first day of a month, a prorated monthly installment of Annual Rental shall be paid at the then current rate for the fractional month during which the Lease Commencement

Date occurs. All payments due from Tenant under this Lease shall be sent to the Address for Rent by the due date thereof.

B. Additional Rental; Operating Expenses.

(1) In addition to the Annual Rental set forth above, Tenant shall also pay Tenant's Pro Rata Share of Landlord's costs and expenses incurred in carrying out the maintenance, management and operation of the Building (such costs, expenses and obligations being hereinafter referred to as "Operating Expenses"). Operating Expenses shall include all of the following reasonable costs:

- (a) all expenses incurred by Landlord in connection with carrying out its obligations described in Article 4 herein;
- (b) real estate taxes, assessments and other governmental levies and charges on or against the Building by applicable federal, state or local governmental entities, general and special, incurred by Landlord, including without limitation real and personal property taxes, sewer rents and water rents but excluding any rental tax, income tax and estate tax assessed against the Landlord; provided, however that Landlord and Tenant agree and acknowledge that they will use best efforts (but shall not be required) to establish and maintain the Property as tax-exempt for purposes of real estate taxes and assessments.
- (c) insurance premiums, costs and administrative expenses paid or incurred by Landlord in connection with insuring the building, including the amount of any insurance deductible, not to exceed \$50,000.
- (d) Property management fees charged by a third party managing the Building; provided, however, that the same shall not exceed three percent (3%) of total Operating Expenses.
- (e) the cost of all reasonably necessary utility services to Common Areas of the Building and Property;

Estimated annual Operating Expenses shall be divided and paid on a monthly basis as set forth below and shall be reconciled at year end. Operating Expenses shall not include (i) any replacements of structural elements of the building, roof or outer walls, or major components of the HVAC and mechanical systems, (ii) administrative fees or charges for any services provided by Landlord's employees unless the same are employed

full time and dedicate all of their employment to servicing the Building; (iii) any pass-through of ground rents, mortgages or other financing instruments; (iv) Landlord's legal fees or other charges incurred by Landlord as a result of lawsuits or disputes; (v) any amounts paid solely for the benefit of another tenant, such as tenant improvement allowances; (vi) maintenance of the exterior structure of the Building, including curtain-wall window systems, all vertical enclosure materials (such as masonry, metal panels, and EFIS), all roofing systems including gutters, flashings, and any components of a proposed roof garden, and main entrance doors and hardware used by both Tenant and visitors to the YMCA (vii) any other costs incurred by Landlord that are inconsistent with typical practice among owners of Class A medical office buildings in Columbus, Ohio. Notwithstanding anything in this Lease to the contrary, Capital Improvements shall not be included in calculating Tenant's Prorata Share of Operating Expenses but shall be funded separately by the Capital Reserve Fee as set forth in Section 3(C) of this Lease. "Capital Improvements" shall be defined as any repair or replacement of or to structural elements, the roof, parking lot, HVAC, any part of the Building outside the Demised Premises constructed or improved as part of Landlord's Work, or building mechanical systems, or any other improvement or replacement, the cost of which generally accepted accounting principles would require to be amortized over its useful life.

- (2) From the Commencement Date of this Lease through the remainder of the calendar year in which such Commencement Date occurs, Tenant shall pay to Landlord, as an estimate of Tenant's Pro Rata Share of Operating Expenses, an amount equal to the "Operating Cost Budget" as shown in Section V of the Basic Lease Provisions, multiplied by the rentable square feet of the Demised Premises (as set forth in the definition of "Demised Premises" and as maybe modified pursuant to the terms of this Lease), divided by 12, in equal monthly installments, in advance, due as a part of the Annual Rental payments. Notwithstanding anything in this Lease to the contrary, the Operating Cost Budget may be adjusted each calendar year by Landlord during the Term hereof. No later than ninety (90) days after the beginning of each calendar year during the Term of this Lease, Landlord shall prepare for Tenant an estimate of the total Operating Expenses for the Building for said calendar year and the Tenant's Operating Cost Budget for the rentable square footage encompassing the Demised Premises for said calendar year (which may be different than the Operating Cost Budget amount set forth in Section V of the Basic Lease Provisions). Tenant shall and does hereby agree to pay to Landlord, such Operating Cost Budget, multiplied by the rentable square feet of the Demised Premises (as set forth in the definition of "Demised Premises" and as may be modified pursuant to the terms of this Lease), divided by 12, in equal monthly installments, in advance, due as a part of the Annual Rental payments.

- (3) Tenant's Prorata Share of Operating Expenses shall be considered as Additional Rental, to the extent that they are not included with and paid as a part of the Annual Rental due hereunder, as specified in Section 3 (B) (2) above. Within sixty (60) days following the end of each calendar year during the Term, Landlord shall provide Tenant with a statement showing, in reasonable detail, Tenant's Pro Rata Share of actual Operating Expenses incurred during the previous calendar year, and the total amount of such Operating Expenses paid by Tenant during said year pursuant to Section 3 (B) (2) above (the "Operating Expense Reconciliation"). In the event the Operating Expense Reconciliation statement reveals an overpayment of Tenant's actual Operating Expenses, Landlord shall credit Tenant's overpayment amount against Tenant's future monthly installment(s) of Annual Rental payments due, or, at Landlord's discretion, any other amounts then owed by Tenant. If the overpayment is for the last calendar year during the Term, and the Lease has been terminated, and Tenant does not then owe any other amounts hereunder to Landlord, then such overpayment will be promptly paid to the Tenant (and such obligation to pay Tenant shall survive termination/expiration of this Lease). In the event such Operating Expense Reconciliation statement shows an underpayment of Tenant's actual Operating Expenses, Tenant shall pay to Landlord an amount equal to Tenant's underpayment within forty-five (45) days after the date of delivery of such statement to Tenant.
- (4) Landlord shall maintain its books and records with sound accounting practices. Tenant or its representatives shall have the right to inspect Landlord's books of account and records, at reasonable times and in a reasonable manner, during the one-year period following the delivery of the Operating Expense Reconciliation statement for a calendar year, in order to verify the amounts thereof. If Tenant shall in good faith dispute any item or items included in the determination of Tenant's Pro Rata Share of actual Operating Expenses for a particular calendar year, and such dispute is not resolved by the parties hereto within thirty (30) days after Tenant's inspection of Landlord's books of account and records, then either party may, within 60 days thereafter, request that a firm of independent certified public accountants mutually selected by Landlord and Tenant render an opinion as to whether or not the disputed item or items may properly be included in the determination of Tenant's Pro Rata Share of actual Operating Expenses for such year, and the opinion of such firm on the matter shall be conclusive and binding upon the parties hereto. The fees and expenses incurred in obtaining such an opinion shall be borne by the party adversely affected thereby, and if more than one item is disputed and the opinion adversely affects both

parties, the fees and expenses shall be accordingly apportioned. If Tenant shall not dispute any item or items included in the Operating Expense Reconciliation for a particular calendar year within one year after delivery of the Landlord's books of account and records, Tenant shall be deemed to have approved such statement and waived all rights to challenge such amount. If Landlord fails to include in the Operating Expense Reconciliation for any given calendar year any expenses actually incurred by Landlord during that calendar year, Landlord shall be deemed to have waived any right to recover the same from Tenant at a later date.

5. Tenant shall pay when due, directly to the provider, the costs of all maintenance, repair, replacement and utility services required of Tenant under Article 4 herein.

C. Capital Reserve Fee

- (1) Tenant shall pay to Landlord, as part of Annual Rental, a capital reserve fee ("Capital Reserve Fee") in the amount set forth in Section V of the Basic Lease Provisions. Upon Tenant's request not more than once in any calendar year, Landlord shall provide Tenant with an accounting of all expenditures of the Capital Reserve Fee during the past one (1) year (each such year, an "Audited Year"). If Tenant believes that Landlord has not consistently used the entirety of the Capital Reserve Fee for repair and replacement of Capital Improvements throughout the Audited Year, Tenant and Landlord shall determine appropriate building maintenance and improvements to which any unused Capital Reserve Fee shall be applied, with Landlord retaining final reasonable discretion with regard to the application thereof. Tenant shall have no obligation to contribute to Capital Improvements beyond its responsibility to pay the Capital Reserve Fee.
- (2) All other amounts and rights of reimbursement due Landlord under this Lease shall be considered as Additional Rental.

4. Maintenance and Repair

- A. Landlord Obligations. From and after the Commencement Date, Landlord agrees that it shall maintain and operate the Building and the Property as a Class A medical office building, which shall include without limitation the maintenance, repair and replacement of the following (i) Building exterior, roof, roof membrane, foundation, gutters, masonry, exterior walls, windows and signage, including any necessary washing and cleaning; (ii) interior common areas of the Building, including flooring, ceiling and walls; (iii) all aspects of the access points between suites and the common areas,

including doors, frames and glass; (iv) all utility and plumbing infrastructure, including without limitation electricity, gas, water, sanitary sewer, storm sewer, telecommunications and related pipes, valves, wires, conduit and similar improvements, from the public source through the Common Areas and up to and including the applicable the submeter for the Premises; (iv) maintenance, repair and replacement of all HVAC systems serving the Building and Common Areas (except any maintenance or repair of the HVAC unit(s) exclusively serving the Premises, which shall be the responsibility of Tenant as described in subsection B below); (v) all exterior lighting and interior lighting for the Common Areas; (vi) parking lot and sidewalk maintenance and repair, which includes snow removal, sweeping, repaving, restriping and other ordinary maintenance; (vii) exterior landscaping; (viii) pest control other than within the Demised Premises; (ix) fire alarm and suppression systems, including without limitation hydrants, alarms, sprinklers, extinguishers, detectors and all components related thereto, together with regular testing of same (collectively "Landlord's Maintenance Obligations").

- B. *Tenant's Obligations* Tenant shall keep the interior of the Demised Premises in good order and repair at Tenant's sole expense, including without limitation (i) interior floors, ceilings, walls, doors and window treatments; (ii) maintenance and repair (but not replacement) of any HVAC systems exclusively serving the Demised Premises; (iii) interior lighting; (iv) electricity and plumbing infrastructure located within the Demised Premises, but not including any applicable submeter and those portions of the utility infrastructure located within the Demised Premises but upstream of the submeter; (v) janitorial and waste removal services within the Demised Premises; (vi) pest control within the Demised Premises; and (vii) all other general interior maintenance ordinarily expected of a Tenant in a Class-A commercial office space. Notwithstanding the foregoing, in no event shall Tenant be obligated to make any repairs or replacements within the Demised Premises or otherwise attributable to Tenant above if the same would otherwise constitute a Capital Improvement, which Capital Improvements shall be the responsibility of Landlord and the costs thereof attributed to Tenant pursuant to Section 3.C(1) herein.
- C. *Services Will be Free From Interruption.* The Landlord warrants that the obligations of Landlord above or elsewhere mentioned in this Lease will be free from interruptions except to the extent caused by war, insurrection, civil commotion, riots, acts of God or the enemy or Government action, lockouts, strikes, picketing whether legal or illegal, failure caused by utility companies or any other cause or causes beyond the reasonable control of Landlord.

Any interruption of service not previously excused shall be deemed a default by the Landlord; provided, however, that Landlord shall not be liable for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electrical service or other utility is changed or made unavailable to Tenant, or becomes unsuitable for its requirement by reason of the actions or requirements of the public utility company supplying utility service to the Building, or for any other reason. Notwithstanding the foregoing, if the Demised Premises and/or the Building does not have utility or any other service for a period of thirty (30) consecutive days or longer, regardless of whether such interruption was otherwise excused by the terms of this paragraph, and subject for the provisions for casualty in Section 8 and condemnation in Section 13, Tenant may terminate this Lease by delivering written notice to Landlord, within 30 days of the expiration of this period.

- D. Limits on Use of Services. Tenant shall not install any machinery, equipment or device, nor perform any activity on the Demised Premises that creates a need or demand for, or use of any service provided by Landlord (including, without limitation, heating, air-conditioning, janitorial, water or electrical current) above that which is required for a reasonable tenant to normally conduct the Designated Purpose in the Demised Premises. Tenant shall pay, as Additional Rental, any costs or expenses incurred by Landlord as a result of any such excessive need, demand or use. Landlord is not required, but reserves the right to separately meter Tenant's usage of water, heating, air-conditioning or electrical current, which meter(s) shall be installed and maintained at Landlord's expense.
5. Certain Rights Reserved to the Landlord. The Landlord reserves the following rights:
- A. Reserved.
- B. Signs. To install and maintain a sign, or signs, on the exterior and/or interior of the Building.
- C. Pass Keys. To constantly have pass keys to the Demised Premises, which the Tenant will provide to the Landlord for emergency and other permitted access into the Demised Premises. The Landlord shall not put any of Tenant's locks to the Demised Premises on Landlord's master key without Tenant's written consent.
- D. Access to Demised Premises. To enter upon the Demised Premises to take any and all measures, including inspections of, or repairs, alterations, additions and improvements to the Demised Premises or the Building, as may be deemed necessary or desirable by Landlord for the safety, protection

or preservation of the Demised Premises or the Building or the Landlord's interest, or as may be deemed necessary or desirable by Landlord in the operation of the Building, including the right to show the Demised Premises to prospective tenants, purchasers or others. Except for such access to the Demised Premises that is regularly scheduled (e.g., access to the Demised Premises for planned Tenant Improvements, janitorial services, etc.), all such access must be with at least 1 business day's prior verbal and written notice given to Tenant at the Demised Premises, and such access to occur at times and in such a manner which does not unreasonably interfere with Tenant's business. Access to the Demised Premises by Landlord shall be permitted at all times and without notice to Tenant only if necessary to conduct emergency inspections or repairs, in which case notice shall be given to Tenant of such access as soon as possible. Landlord will be responsible for any and all injuries or damages on account of any access to the Demised Premises permitted under this Section 5 (D). Any permitted access by the Landlord upon the Demised Premises shall be done peaceably and in compliance with laws, and Landlord may exercise any, or all of, the foregoing rights hereby reserved, without Landlord's actions being deemed an eviction or disturbance of the Tenant's use or possession.

- E. Property Manager. Tenant acknowledges that Landlord intends to have the YMCA (as the other prime tenant of the Building) act as the property manager pursuant to a separate agreement with the YMCA. Tenant consents to this relationship, provided (i) such relationship shall not under any circumstances relieve Landlord from its responsibilities under this Lease, including without limitation those set forth in Section 4.A. herein, such that the property manager's failure to perform any obligations shall be a default on the part of Landlord as described in this Lease; and (ii) in the event the YMCA is unable to perform all of Landlord's obligations in a timely and commercially reasonable fashion, Tenant shall give Landlord notice of same and Landlord shall either cause the YMCA to promptly comply with its obligations or replace the YMCA with an experienced commercial property manager.

6. Other Tenant Obligations. Tenant agrees it shall:

- A. Building Rules. To the extent not inconsistent with the terms of this Lease, observe the building rules and regulations and such new or amended reasonable rules and regulations as from time to time may be put in effect by Landlord (at its discretion and with at least thirty (30) days prior written notice to Tenant) for the general safety, comfort and convenience of Landlord, occupants, and tenants of the Building, provided Tenant receives written notice of such reasonable new or amended rules and regulations, and the same apply to all tenants of the Building. Landlord shall enforce any rules and regulations against other tenants in the Building.

- B. *Hazardous Substances.* Tenant shall not cause or permit any “Hazardous Substance” (as hereinafter defined) to be used, stored, generated, or disposed of on or in the Demised Premises by Tenant, without first obtaining Landlord’s written consent, not to be unreasonably withheld. Subject to the other terms and conditions of this Lease, Tenant’s use, storage, generation or disposal of Hazardous Substances which are customary in, and necessary for the operation of a typical office-based medical practice in Franklin, County, Ohio is hereby permitted so long as such use, storage, generation and disposal is in strict compliance with all pertinent state, federal or local laws governing Hazardous Substances. If any Hazardous Substances are used, stored, generated, or disposed of on or in the Demised Premises by Tenant, or if the Demised Premises or the Building become contaminated in any manner for which Tenant is responsible, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Landlord’s property and reasonable attorneys’ and consultants’ fees) arising during or after the Term as a result of that use, storage, generation, disposal or contamination. As used herein, “Hazardous Substance” means any substance that is toxic, infectious, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Ohio, or the United States Government. “Hazardous Substance” includes, without limitation, asbestos, PCP’s, petroleum, and any material or substances that are defined as “hazardous waste”, “extremely hazardous waste”, or a “hazardous substance” pursuant to state, federal, or local governmental law.
- C. *Remove Goods Upon Termination.* Upon the termination of this Lease in any manner whatsoever, remove Tenant’s moveable goods and effects, and trade fixtures, and those of any other persons claiming under Tenant and quit and deliver up possession of the Demised Premises to Landlord peaceably and quietly, in as good order and condition as the same is on the Commencement Date, or may hereafter have been improved by Landlord or Tenant, reasonable use and wear thereof, damage by fire or casualty, and any repairs which are Landlord’s responsibility herein excepted. Goods and effects not removed by Tenant at the termination of this Lease shall be considered abandoned and Landlord may dispose of the same as it deems expedient, and offset any proceeds against amounts owed to Landlord by Tenant, but Tenant shall promptly, upon demand, reimburse Landlord for any expenses incurred by Landlord in connection therewith. All alterations, installations, additions, fixtures, improvements and floor covering made and installed by Tenant, other than trade fixtures, furniture and moveable fixtures, shall remain Landlord’s property, and Tenant shall be responsible for the cost and maintenance thereof, normal wear and tear and damage by fire and casualty excepted.

- D. No Signs Without Consent. Not place signs, advertisements or notices on the outside walls, windows or roof of the Building or the Demised Premises, except on doors of the Demised Premises and on the wall adjacent to Tenant's front door or near the elevator which opens into the Demised Premises and as otherwise agreed to with the Landlord, with letter, size, color, style and text approved by Landlord.
- E. Alterations. Not make or install any alteration, installation, addition, improvement, floor covering or fixture in or to the Demised Premises in excess of \$25,000 in value, whether deemed to be structural or nonstructural, without the prior written approval of Landlord, which approval shall not be unreasonably withheld. With Landlord's approval, Landlord shall indicate if the Alterations must be removed at termination, and the Demised Premises restored to its condition prior to the Alteration. Notwithstanding the \$25,000 limitation above, no structural or exterior alteration or change may be made by Tenant without Landlord consent.
- F. Discharge Mechanics Liens. At its own expense, cause to be discharged or bonded within 30 days of the filing thereof, any mechanic's lien filed against the Demised Premises or the Building, for work claimed to have been furnished to or on behalf of Tenant.
- G. Floor Load, Noise and Vibrations. Not place a load upon any floor of the Demised Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord certifies that the office floors, excluding restrooms, will carry a minimum of seventy-five (75) pounds per square foot live load which includes allowance for partition load. Landlord reserves the right to prescribe the weight and position of all safes and heavy installation which Tenant wishes to place in the Demised Premises, so as properly to distribute the weight thereof.
- Business machines and any other equipment or items belonging to Tenant, or services provided in the Demised Premises which cause vibration, noise, electromagnetism or other similar phenomena that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building, shall be prohibited, or, if appropriate, placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration, and Tenant shall take such corrective measures as are necessary to eliminate noise, electromagnetism and other similar phenomena which are disruptive of the conduct of business of the Landlord or other tenants.
- H. Care of Demised Premises. At its own expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities

and with any direction made pursuant to law of any public officer or officers which shall, with non-compliance, impose any violation, order or duty upon Landlord or Tenant, arising from Tenant's use of the Demised Premises or from conditions which have been created by or at the instance of Tenant or required by reason of a default of any of Tenant's covenants or agreements hereunder; provided, however, that any Capital Improvements (including without limitation compliance with the ADA) shall be the sole responsibility of Landlord.

- I. *Invalidate or Increase Insurance.* Not do or permit to be done any act or thing upon the Demised Premises which will invalidate or be in conflict with the terms of Landlord's fire, boiler, sprinkler and general liability or property insurance; and Tenant shall, at its own expense, comply with all rules, regulations and requirements of the National Board of Fire Underwriters or any state or other similar body having jurisdiction and shall not knowingly do or permit anything to be done upon the Demised Premises, or bring or keep anything therein, or use the Demised Premises in a manner in violation of said rules, regulations or requirements.

7. *Assignment, Subletting and Recapture.*

- A. *Generally.* Tenant will not sell, assign, sublease, mortgage or transfer this Lease, or allow any sale, assignment, sublease, mortgage or transfer of the Demised Premises, or any lien upon the Tenant's interest by operation of law or otherwise, without the prior written consent of the Landlord, except that Tenant may freely assign this Lease or sublet all or part of the Demised Premises, upon written notice to Landlord, to any person or entity under common control with Tenant.
- B. *Tenant's Request to Sublease.* Should Tenant desire to sublet, assign, mortgage or transfer its interest in the Demised Premises or any part thereof, other than as permitted under Section 7 (A) above, Tenant shall, by written notice, so advise Landlord of its request and the desired effective date, which shall not be less than thirty (30) days after the date of Tenant's notice and in such event, Landlord, by giving written notice to Tenant within the aforesaid thirty (30) day period, either consent to, or decline to consent to, such requested sublease, assignment, mortgage or transfer, and failure to provide such consent within the thirty (30) day time period shall be deemed to constitute Landlord's approval of same. Any sublease, assignment, mortgage or transfer by Tenant hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue fully and primarily liable thereunder and act as a guarantor of the sublessee's, assignee's, mortgagee's or transferee's (collectively "Demised Premises Transferees") performance during the Term of this Lease. The Demised Premises Transferee shall agree to comply with

and be bound by all the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each sublease, assignment, mortgage or transfer, and an agreement of compliance of each Demised Premises Transferee, the form of which shall be prior approved in writing by the Landlord. All rent or other additional payments in excess of Tenant's Annual Rental or Additional Rental payments due hereunder may be retained by Tenant.

8. Casualty: In case of damage to the Demised Premises or the Building by fire or other casualty, Tenant shall give immediate written notice to Landlord, who shall, subject to the terms of the Ground Lease, thereupon cause the damage to be repaired with reasonable speed, at the expense of Landlord, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord, and to the extent that the Demised Premises are rendered untenable, the Annual Rental and applicable Additional Rental shall proportionately abate. Subject to *force Majeure*, if such repairs are not commenced within thirty (30) days of the date of damage, then Tenant may terminate this Lease effective as of the date of damage without further liability to Landlord for the payment of Annual Rental or applicable Additional Rental accruing under this Lease after the date of casualty, provided that Tenant must give notice to Landlord of their intent to terminate this lease, and Landlord may, at their discretion, have and additional thirty (30) day cure period. In the event the damage shall be so extensive that Landlord shall decide not to repair or rebuild, this Lease shall, at the option of Landlord or Tenant, be terminated as of the date of such damage by written notice from one party to the other, given within thirty (30) days after the date of such damage, and the rent shall be adjusted to the date of such termination and Tenant shall thereupon promptly vacate the Demised Premises.
9. Insurance; Waiver of Claims and Subrogation; Indemnity.
 - A. Landlord 's Obligations Commencing as of the Commencement Date, and thereafter throughout the term, Landlord shall, at Landlord's initial cost and expense, provide and maintain or cause to be provided and maintained a property insurance policy insuring all common area improvements situated on the common area land for all the hazards and perils normally covered by the Causes of Loss-Special Form. The foregoing property coverage shall be provided in amounts sufficient to provide one hundred percent (100%) of the full replacement cost of all such Common Area improvements. Commencing as of the Commencement Date, and thereafter throughout the Term, the Landlord shall, at Landlord's sole cost and expense, provide and maintain or cause to be provided and maintained a commercial general liability policy, naming Landlord as insured (and naming Tenant as an additional insured as their interests may appear, such additional insured's coverage under Landlord's commercial liability policy to be primary), protecting Landlord and

any additional insureds (including Tenant) against claims against bodily injury (including death) and property damage occurring upon, in or about the common areas. Such insurance shall afford protection to the limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) with respect to property damage for fire liability. In addition to the foregoing, Landlord shall maintain five million dollars (\$5,000,000) "umbrella" coverage applicable to the common area. Commencing as of the commencement date, and thereafter throughout the term, the Landlord shall, at Landlord's sole cost and expense, provide and maintain or cause to be provided and maintained a flood insurance policy insuring the building, naming the Landlord as insured and Tenant as an additional insured as their interests appear. Tenant shall reimburse Landlord in the amount of Tenant's Pro Rata Share of Operating Expenses for Landlord's expenses in procuring and maintaining the policies of insurance required hereunder.

- B. *Tenant to Provide General Liability Coverage.* Tenant, at its expense, shall maintain during the term of this Lease one or more policies of comprehensive general liability insurance that shall insure against any liability or claim for bodily injury, wrongful death or property damage, and that, together with any umbrella policy or other excess liability coverage, shall afford insurance coverage of not less than \$2,000,000 combined single limits. Each such policy shall name Landlord and any designee of Landlord as an additional insured, and shall provide that it may not be canceled or permitted to lapse or the coverage thereunder decreased except upon not less than 30 days' prior written notice to Landlord and any designee of Landlord. Each such policy shall be issued by one or more insurance companies that are licensed to write such insurance in the State of Ohio, with a rating of A or better in "Best's Insurance Guide. Upon the Commencement Date and also not later than thirty (30) days prior to the expiration date of each such policy, Tenant shall furnish to Landlord one or more certificates of insurance evidencing such coverage. If Tenant should fail to procure or maintain such insurance or to furnish to Landlord any such certificate of insurance when due, then Landlord shall have the right (but not be obligation), at its option, to obtain such insurance for the account of Tenant; and the cost thereof shall be paid to Landlord as Additional Rental upon the receipt by Tenant of an invoice.
- C. *Landlord Not Liable for Tenant Property.* Tenant agrees that Landlord and its Building manager and their respective officers, directors, agents, employees, contractors, sublessees, licensees, or invitees shall not be liable to Tenant for any damage to or loss of personal property located in the Demised Premises, or for injuries to persons unless and to the extent such damage, loss or injury is the result of the negligence, intentional misconduct of this Lease by Landlord, or by its Building manager, and their respective officers, directors, agents, employees, contractors, sublessees, licensees, or invitees.

- D. Self Insurance. Anything in this Lease to the contrary notwithstanding, Tenant may self-insure all or a part of the insurance required of Tenant hereunder pursuant to a bona-fide program of self-insurance or through a captive insurance agency provided Tenant maintains a net worth of at least \$100 million. In such case, in lieu of any certificate of insurance coverage required of Tenant under the foregoing provisions of Section 9, Tenant shall provide, upon periodic written request from Landlord, written evidence of such self-insurance coverage in the form of a letter describing same that has been signed by an officer of Tenant.
- E. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant and all parties claiming by, through or under each of them, hereby waive any and all rights of recover, claim, action or cause of action, against the other, and such other's agents, officers, or employees, for any loss or damage that may occur to the Demised Premises, or any improvements thereto, or to the Building, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause to the extent actually insured against under the terms of the insurance policies referred to in this Section 9, regardless of cause or origin, including negligence, intentional misconduct or breach of this Lease by the other party hereto, its agents, officers or employees, and each covenants that no insurer shall hold any right of subrogation against such other party.
- F. Indemnity. Landlord hereby agrees to indemnify and hold Tenant harmless from all liability, loss and expense resulting from (i) Landlord's breach of its obligations under this Lease; or (ii) the negligence or willful misconduct of Landlord or its employees, agents or contractors; provided, however, that the foregoing obligations of Landlord shall not apply to the extent any of the liability, loss or expense is the direct result of the negligence or willful misconduct of Tenant or its employees, agents or contractors. Tenant hereby agrees to indemnify and hold Landlord harmless from all liability, loss and expense resulting from (i) Tenant's breach of its obligations under this Lease; or (ii) the negligence or willful misconduct of Tenant or its employees, agents or contractors; provided, however, that the foregoing obligations of Tenant shall not apply to the extent any of the liability, loss or expense is the direct result of the negligence or willful misconduct of Landlord or its employees, agents or contractors.
10. Default. All rights and remedies of the Landlord herein enumerated shall be cumulative, and one shall not exclude any other right or remedy allowed under this Lease, at law or in equity.
- A. Generally. The following shall be events of Tenant's default hereunder:

- (1) *Bankruptcy.* If any voluntary or involuntary petition, or similar pleading under any section or sections of the bankruptcy act shall be filed by or against the Tenant, or any voluntary or involuntary proceedings in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay the Tenant's debts, and in the case of any involuntary petition or proceeding, if the petition or proceeding is not dismissed within 90 days from the date it is filed, the Landlord may elect, but is not required to elect, to forthwith terminate this Lease (with notice of such election, entry or other action by the Landlord), and notwithstanding any other provision of this Lease, the Landlord shall forthwith upon such termination be entitled to recover damages in the amount equal to the then present value of all rent due hereunder for the residue of the stated term hereof, as an unsecured creditor, which present value shall be determined using a discount rate as determined by the bankruptcy court.

- (2) *Failure to Pay Rent; Other Defaults.* Each of the following shall constitute an "Event of Default.": If the Tenant: (a) fails to make full payment of Annual Rental, Additional Rental or any other scheduled payment within five (5) days following the due date or any other additional rent payment required to be paid by Tenant under this Lease within ten (10) days following receipt of written notice from Landlord, provided that the first time this occurs during any one (1) year period of the Lease term, it shall not be considered a default if payment is made within ten (10) days of Tenant's receipt of written notice from Landlord, or (b) if the Tenant defaults in the prompt and full performance of any other provision of this Lease, and if the Tenant does not cure the default of said other provision within thirty (30) days after receipt by Tenant of written demand by Landlord that the default be cured and if such default cannot be cured within such thirty (30) day period, Tenant shall not be in default as long as Tenant commences to cure the default within thirty (30) days and diligently works to cure the default (unless the default involves a hazardous condition, which shall be cured forthwith upon the Landlord's demand), or (c) if the leasehold interest of the Tenant be levied upon under execution or be attached by process of law, or (d) if the Tenant makes an assignment for the benefit of creditors, or (e) if a receiver be appointed for any property of the Tenant or Tenant admits in writing its inability to pay its debts when due, or (f) if the Tenant abandons the Demised Premises, then, and in any such event (defined in Sections 10(A)(2)(a) through (f)), the Landlord may, if the Landlord so elects, either forthwith terminate this Lease and the Tenant's right to possession of the Demised Premises, or without terminating this Lease, forthwith terminate the Tenant's right to possession of the Demised Premises.

- B. Tenant to Surrender Possession of Demised Premises. Upon any termination of the Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to the Landlord, in the same condition as when the Term began (normal wear and tear, damage by fire or other casualty and Landlord's repair obligations, excepted), and Tenant hereby grants to the Landlord full and free license to enter into and upon the Demised Premises in such event, with process of law, and to repossess the Demised Premises and to expel or remove the Tenant and any others within the Demised Premises, and to remove any and all property therefrom in compliance with applicable law as may be necessary, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and relet the Demised Premises. The right to reclaim possession of the Demised Premises shall be Landlord's sole remedy for Tenant's default except as otherwise expressly provided in this Lease.
- C. Landlord's Default. Landlord shall be in default hereunder if Landlord fails to promptly and fully perform any of its obligations under this Lease and such failure continues for thirty (30) days after Tenant's delivery of written notice of same; provided, however, that if such default cannot be cured within such thirty (30) day period, Landlord shall not be in default as long as Landlord commences to cure the default within thirty (30) days and diligently works to cure the default (unless the default involves a hazardous condition, which shall be cured forthwith upon the Tenant's demand). In the event of Landlord's default, Tenant shall be entitled to any and all rights and remedies available to a tenant at law or in equity, including without limitation the right to set off any amounts owed Tenant against Annual Rental or Additional Rental owed hereunder.
11. Notices. All bills, statements, notices or communications which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given, delivered or rendered, if in writing and either delivered to Tenant if sent by registered or certified mail, or by a nationally recognized overnight delivery service addressed to Tenant at the Demised Premises, effective on the date of personal delivery or, if mailed, two calendar days after the date deposited in the mail as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail to the proper party at the addresses below. Such notice to Landlord shall be effective two days after the date deposited in the mail as herein provided. All payments of rent due hereunder from Tenant shall be received by the due date thereof and sent to the Address for Rent. The Landlord may change the address for its notice or the Address for Rent upon written notice to Tenant in conformance with this section.

if to TENANT:

if to LANDLORD:

OhioHealth Corporation
 Attn: System Vice President,
 Real Estate & Construction
 3430 OhioHealth Parkway
 Columbus, Ohio 43202

YMCA
 1470 Davidson Drive
 Reynoldsburg, Ohio 43068

with copy to:
 Senior Vice President & General Counsel
 OhioHealth Corporation
 3430 OhioHealth Parkway
 Columbus, Ohio 43202

with copy to:
 City of Reynoldsburg
 Attn: City Attorney
 7232 E. Main Street
 Reynoldsburg, Ohio 43068

12. Holding Over, Attornment and Landlord's Title:

- A. Generally. Should Tenant continue to occupy the Demised Premises after the expiration of the Term or any renewal or renewals thereof, then Tenant shall have a one-time option to extend the term of this lease for an additional four months at an Annual Rental equal to one hundred and ten percent (110%) of that of the prior term, subject to Tenant providing notice of same to Landlord at least ninety (90) days prior to the expiration of such term. Notwithstanding the above, if Landlord and Tenant are negotiating a new Lease, then Tenant shall not be considered a holdover Tenant for rental purposes, unless otherwise specified by Landlord, and Tenant shall continue to pay rent in the same amount as was being paid at the time the Lease expired.
- B. Subordination of this Lease and Tenant's Rights. This Lease and all rights of Tenant hereunder are subject and subordinate to all current ground or underlying leases and ground leases, and to any current mortgage or mortgages, blanket or otherwise, fee or leasehold, under which the Landlord is a party or obligor (collectively "Prior Encumbrances"), which now affect the real property of which the Demised Premises form a part, and to any and all renewals, modifications, consolidations and extensions of such Prior Encumbrances; provided, however, that Landlord will provide to Tenant upon execution of this Lease a commercially reasonable nondisturbance agreement from the holder of any such Prior Encumbrances. Tenant shall, upon demand, at any time or times execute, acknowledge and deliver to Landlord without expense to Landlord, any and all reasonable instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any future ground or underlying leases and ground leases, and to any future mortgage or mortgages, blanket or otherwise, fee or leasehold, under which the Landlord is a party or obligor; provided, however, that such instruments shall contain a commercially reasonable

nondisturbance agreement. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage, to attorn to the purchaser upon any such foreclosure sale, if so requested to do by such purchaser and to recognize such purchaser as the Landlord under this Lease provided such purchaser does not disturb this Lease.

Tenant and Landlord further agree, however, that if so requested by any mortgagee of Landlord that this Lease be made superior to the mortgage of said mortgagee, that they will execute such documents as may be required by such mortgagee to effect the superiority of this Lease to such mortgagee.

13. Condemnation. If the whole, or the substantially whole, of the Building or of the Demised Premises or the common areas shall be lawfully condemned or taken in any manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose. If less than the whole, or substantially the whole, of the Building or of the Demised Premises or the common areas shall be so condemned or taken, then Landlord or Tenant (whether or not the Demised Premises be affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use or purpose, by notifying the other party in writing of such termination. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, the Annual Rental shall be diminished by an amount representing the part of the said Annual Rental properly applicable to the portion of the Demised Premises, appurtenant common areas or amenities, which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter, and restore the remaining part of the Building and the Demised Premises to substantially their former condition to the extent that the same may be feasible. Landlord shall be solely entitled to the proceeds of any such condemnation or taking, except and to the extent of any amounts Tenant can prove it is eligible for.
14. Quiet Enjoyment. Landlord covenants that upon Tenant's paying the Annual Rental, Additional Rental and all other rent and payments due hereunder, and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises free from interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease. Landlord further covenants that it shall take appropriate steps to ensure that the Building contains such sound and noise suppression improvements as may be necessary to prevent any noise generated by neighboring tenants (including without limitation that generated by the YMCA gymnasium) from being heard within the Demised Premises.
15. Limitation on Tenant's Right to Terminate. In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until: (A) it has given

written notice of such act or omission to the Landlord (and the holder of any first mortgage affecting the Building or the land upon which it is erected, whose name and address shall have been furnished to Tenant in writing, by delivering such notice of such act or omission addressed to such holder at the last address so furnished); and (B) a period of not less than sixty (60) days for remedying such act or omission shall have elapsed following such giving of notice, provided the Landlord or any such holder, following the giving of such notice, may have an additional thirty (30) days after the original thirty (30) day period if Landlord or any such holder is diligently attempting to remedy such act or omission, and the same has not been so remedied by the end of the original thirty (30) day period.

Landlord's liability to Tenant, or any third party who may be seeking damages from Landlord through Tenant in connection with this Lease, for any default, act or omission for which Landlord is liable in connection with this Lease, is limited to Landlord's interest in the Building, and Tenant, and any third party who may be seeking damages from Landlord through Tenant, is precluded from, and hereby releases Landlord from any liability for damages in excess of the value of Landlord's interest in the Building.

16. Estoppel Certificate. Tenant agrees at any time, and from time to time, upon not less than twenty-one (21) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modification), and the dates to which the Annual Rental, Additional Rental and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of the Building, or of the Building and the land upon which it is erected, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof. Tenant also agrees to execute and deliver from time to time such reasonable estoppel certificates as an institutional lender may require with respect to this Lease.
17. "Tenant" Defined: The word "Tenant", wherever used in this Lease, shall be construed to mean "Tenant" in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns, provided that this Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee, mortgagee or successor of Tenant, except upon the express written consent or election of Landlord. If there is more than one

person or entity who is the Tenant, then each such person and/or entity shall be jointly and severally liable under the terms of this Lease.

18. Law of Ohio to Govern. This Lease shall be governed by the Laws of the State of Ohio. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Exclusive venue with respect to any actions initiated by either party against the other shall be the appropriate federal, state or local court located in Columbus, Franklin County, Ohio.
19. Short-form Lease: The parties hereto mutually agree that this Lease shall not be recorded, but upon the written request of either one to the other, a short form of this Lease in recordable form for filing and recording in the office of the Recorder of Franklin County, Ohio, which short form of Lease shall be in conformance with 5301.251, Ohio Revised Code, shall be promptly executed, acknowledged and delivered by both parties. Such Short-Form Lease may be recorded by either party.
20. Miscellaneous. The headings and titles herein are for the convenience of the reader and shall not be used to interpret this Agreement. The invalidity or unenforceability of any term or provision herein shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Each schedule, attachment and exhibit referred to in this Lease is hereby incorporated into this Lease as though fully rewritten.
21. Corporate Authority; Partnership Authority. Landlord and Tenant each represents and warrants that it has full authority to enter into this Lease on the terms and conditions hereof.
22. Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.
23. Time is of the Essence. Time is of the essence with respect to each parties performance of its obligations or rights under this Lease.
24. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.
25. Parking. Tenant shall have the non-exclusive right to use (for itself and its invitees) up to five (5) parking spaces for every one-thousand (1,000) square feet of the Demised Premises, such parking to be located in the shared parking lot immediately adjacent to the Demised Premises and as otherwise agreed upon by Landlord and

Tenant. Tenant shall also have the exclusive use of an appropriate number of handicap parking spaces as required by local zoning code or other similar ordinances, again to be placed in a location mutually acceptable to Landlord and Tenant. Parking will include associate parking, as well as dedicated parking for patients in close proximity to the Demised Premises, as depicted on Exhibit E hereto.

26. Access. Tenant shall have its own dedicated entrance to the Building for all patient and associate activities, which access shall be controlled solely by Tenant. Tenant shall also have direct access to the adjacent YMCA facilities to supplement services provided by Tenant, which access shall be controlled by Landlord. Services provided to Tenant and its invitees by the YMCA, if any, shall be set forth in a separate agreement between Tenant and the YMCA.
27. Tenant's Signage. Landlord shall, at Landlord's sole cost, construct, install and maintain the following signage on behalf of Tenant: (i) appropriate directional signage at the main entrance of the development and off of Main Street; and (ii) exterior signage on the façade of the building in form and substance easily visible to all potential patients and visitors and otherwise acceptable to Tenant. All signage installed pursuant to this section 27 shall in all events comply with applicable governmental requirements as well as OhioHealth signage guidelines.
28. Broker. Tenant acknowledges that it has not retained any broker to represent Tenant in connection with the negotiation of this Lease. Landlord and Tenant each expressly agree and covenant to hold the other party harmless and to defend such other party from any claims, threatened or asserted, by any broker, finder or agent claiming under or through such covenanting party in connection with the negotiation and execution of this Lease.

ATTACHMENTS, SCHEDULES AND EXHIBITS TO BE MADE A PART HEREOF:

- Exhibit A – Depiction of the Demised Premises
- Exhibit B – Reserved
- Exhibit C – Confirmation of Lease Term
- Exhibit D – Initial Construction and Tenant Improvements
- Exhibit E – Parking
- Exhibit F – Heating and Cooling Standards
- Exhibit G – Additional obligations

EXHIBIT A - TENANT'S FLOOR PLAN

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

A-1

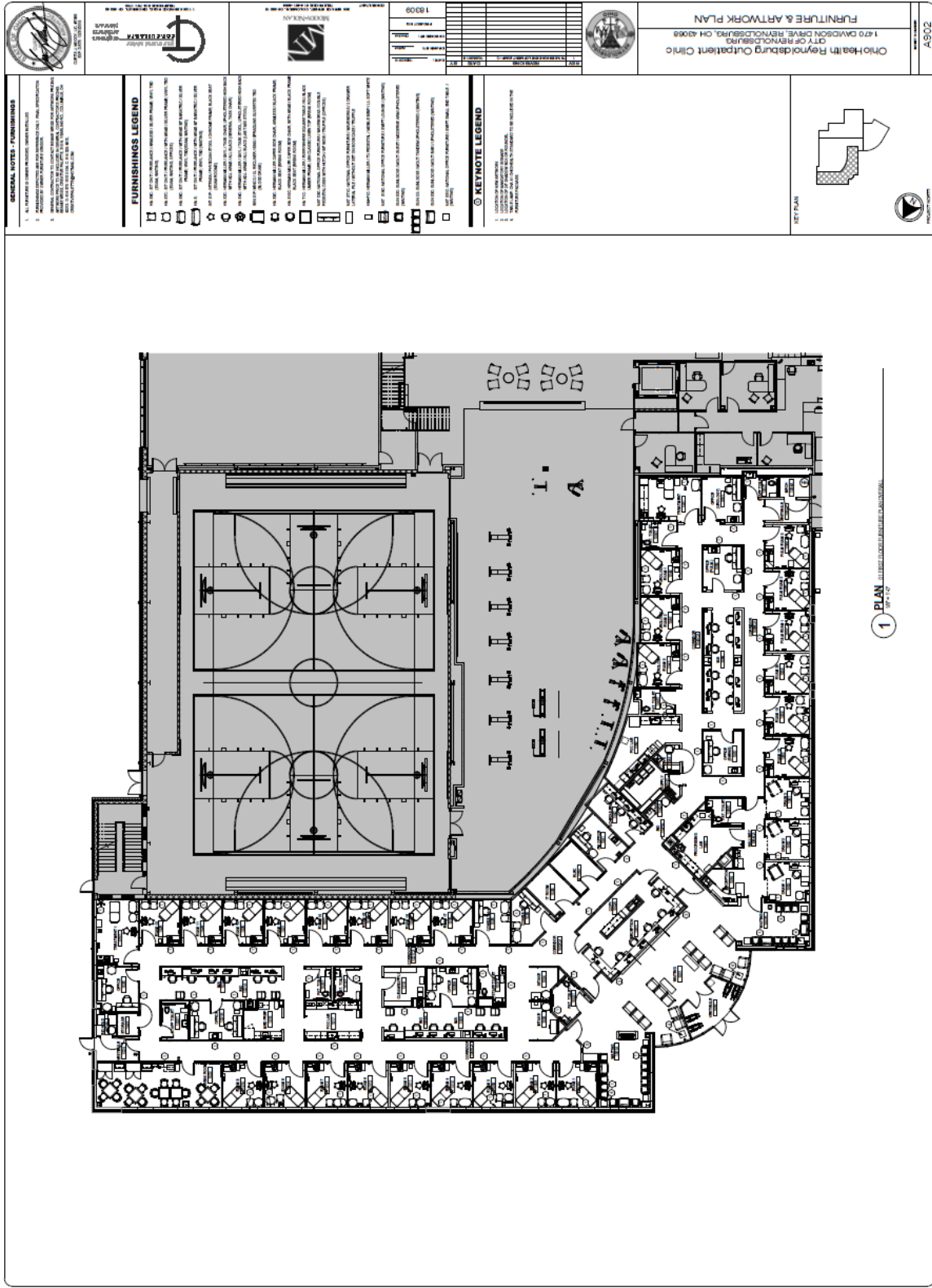


EXHIBIT B - RESERVED

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

EXHIBIT C - CONFIRMATION OF LEASE TERM

Pursuant to Section IV and V of the Basic Lease Provisions of the Lease Agreement ("Lease") entered into as of _____, by and between the City of Reynoldsburg, Ohio, as Landlord, and OhioHealth Corporation as Tenant, and for the purpose of memorializing the exact dates of commencement and termination of the Lease and the exact periodic rental payments, Landlord and Tenant hereby confirm and agree that:

1. The Commencement Date under the Lease is _____;
2. The Annual Rental for the First Lease Year under the Lease is \$ _____, with the first monthly installment of such Annual Rental being due _____, 201__ in the amount of \$ _____, and the following monthly installments of such Annual Rental being due on the first day of each successive calendar month thereafter, beginning _____, 201__, in the amount of \$ _____.
3. The final square footage of the Demised Premises is _____ and the final square footage of the Building is _____. Tenant's Prorata Share for purposes of Item VI of the Basic Lease Provisions is _____.
4. The Demised Premises, as constructed, is depicted on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation of Lease Term as of the _____ day of _____, 201__.

LANDLORD:

The City of Reynoldsburg, Ohio

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

OhioHealth Corporation

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF OHIO }
 }ss:
 COUNTY OF FRANKLIN }

BE IT REMEMBERED, that on the _____ day of _____, 201____, before me as Notary Public in and for said State, personally appeared _____, the _____ of the Landlord in the aforementioned Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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

 Notary Public

STATE OF OHIO }
 }ss:
 COUNTY OF FRANKLIN }

BE IT REMEMBERED, that on the _____ day of _____, 201____, before me as Notary Public in and for said State, personally appeared _____, the _____ of the Tenant in the aforementioned Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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

 Notary Public

EXHIBIT D - CONSTRUCTION AND TENANT IMPROVEMENTS

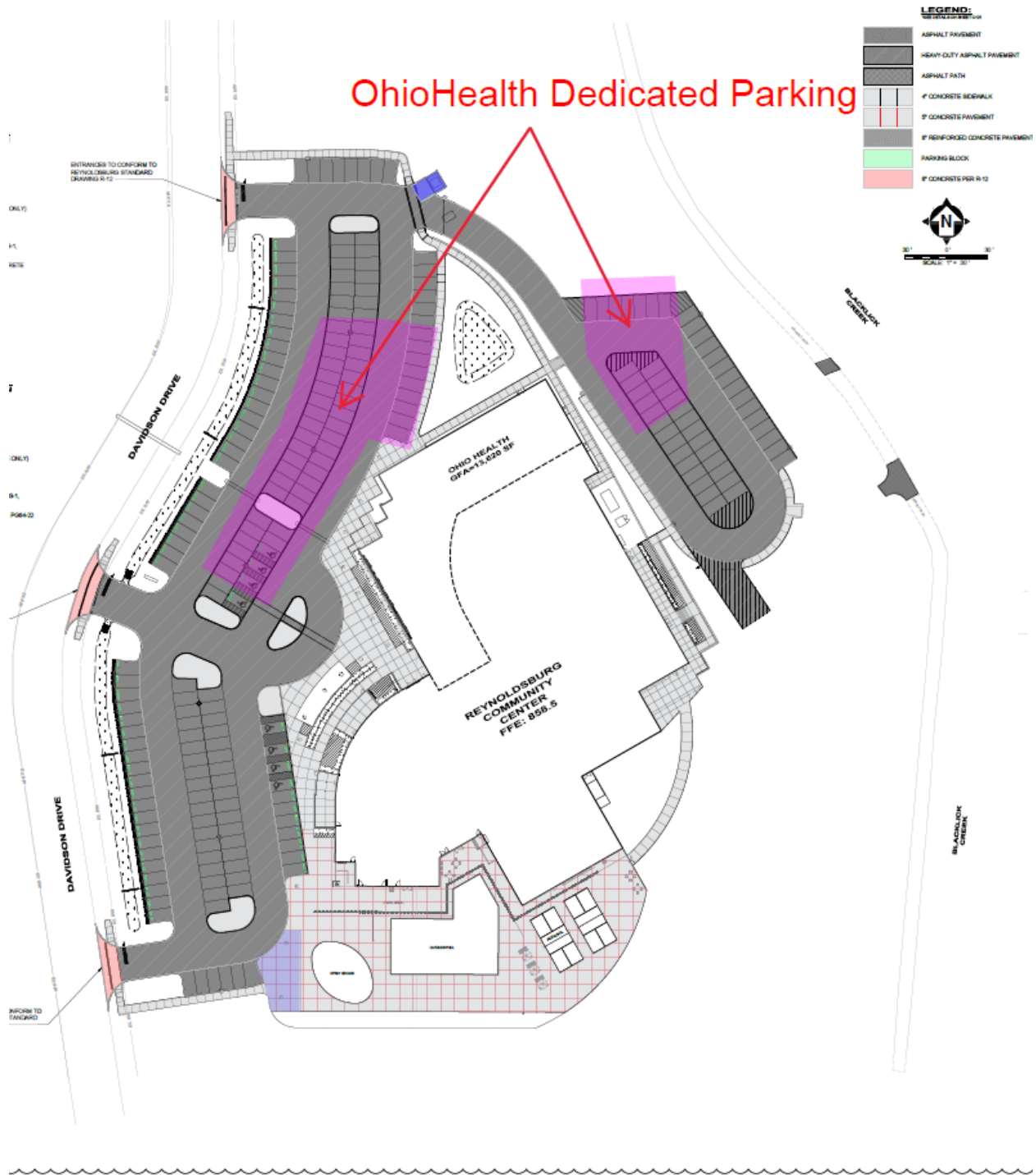
Exhibit A - Reynoldsburg Community Center - Work Letter
Division of work between "City of Reynoldsburg" and OhioHealth
June 14, 2018

Item	Shell Building	Tenant Improvement
Site	a. All site related hardscape, landscaping, amenities, lighting, walkway, and trash enclosures (if required) are in accordance with conceptual building plan, elevations and site plans. b. Site lighting fixtures, poles and building up lighting c. Parking area and quantities as defined by the LOI.	a. No requirement. b. No requirement. c. No requirement.
Envelope	a. Stud framing, insulation and drywall on the interior side of the exterior walls (drywall to be mud, tape and ready for paint). b. Roof installation complete including associated roof drains, insulation, copings, etc. c. Curtainwall and/or metal panel per the documents along with all associated sheathing, caulking, waterproofing, etc., for a complete watertight installation.	a. No requirement. b. No requirement. c. No requirement.
Interior Partitions	a. No requirement. b. No requirement	a. Construct gypsum board partitions to the underside of the ceiling grid or to deck as required by the Tenant's space plan and code. Finish as desired. b. Tenant shall provide sound batt and drywall as required for tenant space.
Core/Common Area Walls	a. Furnish and install gypsum board at core/common area walls. Tape, sand and painted. b. Construct gypsum board partitions required for core services such as stairwells, telephone/electric rooms, toilet rooms, janitor closets and mechanical shafts (as/if required pending design evolution). Tape, sanded and painted.	a. No requirement b. No requirement
Floor Covering	a. Provide smooth troweled concrete slabs, ready for finish. Installation to be coordinated with Tenant plumbing installation. b. No requirement	a. Furnish and install floor coverings and base as desired by tenant. b. Provide other tenant specific floor finishes (access flooring, etc.) as desired by tenant.
Doors, Frames and Hardware	a. Furnish, install and finish at base building rooms.	a. Furnish, install and finish at TI rooms.

Item	Shell Building	Tenant Improvement
Window Blinds	a. No requirement	a. Other special window coverings as required by Tenant. Any power or rough-in requirements to be communicated for Core build-out.
Fire Extinguishers	a. Furnish and install two extinguishers with cabinets.	a. Furnish and install additional fire extinguishers and cabinets as required by code and space layout.
Signage	a. Furnish and install tenant identification signage to match building standard and in accordance with OhioHealth standards, general identification/directional signage at toilet rooms, exit stairwells, egress pathways and mechanical rooms. b. Monument sign per OhioHealth standards, materials to be similar to building façade.	a. Furnish and install tenant specific signage within space and as desired by code.
Roof	a. Single ply mechanically fastened system.	a. All penetrations shall be coordinated/completed by the shell/LL roofing subcontractor and per manufacturer requirements.
Plumbing	a. Furnish and install complete plumbing in core toilet rooms. (Need to understand final scope and if there will be common toilet rooms). b. Furnish and install electric water cooler(s) adjacent to restrooms. c. Utilities of sufficient size to be stubbed into tenant area including sanitary, water and gas. d. No requirement.	a. No requirement b. No requirement. c. Extend services as required by Tenant space plan. d. Furnish and install convenience sinks, water supply to coffee/ vending areas, private toilet rooms, hot water heaters, etc. as required by the Tenant.
Fire Protection Sprinkler System	a. Furnish and install complete fire suppression system upright sprinkler heads within the bar joist space throughout the tenant space at approximately one head per 196 square feet. (designed and sized to accommodate maximum density requirements for build out of the shell space)	a. Relocate, add or turn down sprinkler heads for proper coverage as dictated by the Tenant's space plan and code requirements.
HVAC	a. Package RTU system will be provided; Heating and cooling requirements shall be in accordance with local codes and ASHRAE. Units will be of sufficient size for a medical office building and include gas preheat.	a. Install separate air conditioning units for non-standard loads as/if required.

Item	Shell Building	Tenant Improvement
	b. Furnish and install primary trunk ducts from air handlers to space to provide code minimum heating/cooling. c. Furnish and install base building temperature control and energy management systems. d. Provide exhaust systems for base building spaces as required.	b. Furnish and install fire/smoke dampers at rated tenant walls. Extend or rework existing secondary supply and return ductwork to accommodate Tenant space plan. Furnish and install additional VAV boxes as needed, furnish and install secondary ductwork, diffusers, fire dampers, etc., for interior and exterior zones. c. Tenant shall coordinate and provide connection points with shell energy management systems. d. Furnish and install exhaust systems for conference rooms, etc. desired by Tenant.
Electrical	a. Furnish and install 277/480 volt power and 120/208 volt panel of sufficient amperage for a medical office building of this size. b. No requirement. c. Furnish and install telephone riser conduits to the telephone/ electric rooms (pending final design). d. No requirement. e. Furnish and install fire alarm system as required by code. f. If a generator is available for the facility, provide power and lighting sufficient to be able provide services. g. Furnish and install of light switches to meet current code in base building rooms. h. Shell security and access control systems at exterior doors	a. Furnish and install convenience outlets as desired. b. Furnish and install floor outlets as required. c. Furnish and install wiring distribution including terminal room if required by Tenant's telephone and low voltage systems. d. All added or future VAV boxes to provided and wired by Tenant. e. Furnish and install additional fire alarm devices as required by Tenant's space plan. Tenant to provide connection points to shell fire alarm system. g. Light switches to meet current code. h. Tenant to coordinate with shell building controls.
Lighting	a. Furnish and install 277 volt lighting power panels: 6 watts per USF to be provided for power and lighting. b. No requirement. c. Furnish and install exit lights at stairwells and exterior doors. d. Furnish and install lighting in shell and common area building rooms.	a. Furnish and install light fixtures as required by the space plan. Furnish and install light switches. b. Furnish and install accent lighting and other special lighting as required by Tenant. c. Furnish and install additional exit lights as dictated by the space plan. d. No requirement.

EXHIBIT E - PARKING



Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

EXHIBIT F - HEATING AND COOLING STANDARDS

1. During the Building's Regular Business Hours, between 78°F and 70°F as follows: 78°F or less dry bulb and 50% relative humidity when outside temperatures are 110°F dry bulb and 100°F wet bulb and at least 70°F dry bulb if outside temperatures are 0°F dry bulb.
2. HVAC service may be reduced only if mandatory law is issued by public authorities.
3. Temperature fluctuations between spaces in the Premises shall be determined by requested set points on respective zones (determined by Tenant-requested zone control).
4. Tenant may install supplemental HVAC systems at its discretion and subject to Landlord approval. Supplemental cooling is provided by a condenser loop for 24 hour cooling capabilities at a reasonable additional charge.

EXHIBIT G

SERVICE CATEGORY	SCOPE OF SERVICE	TENANT	LANDLORD	YMCA	NOTES
REPAIRS AND MAINTENANCE	Building – Exterior (roof, structure, foundation, gutters, masonry, exterior walls, windows, etc.)		X	X	
	Building – Interior common areas (flooring, ceiling, walls, etc.)		X	X	
	Building – Interior suite (flooring, ceiling, walls, window treatments, etc.)	X			
	Door maintenance, exterior, non-dedicated to suite, between suite & YMCA		X	X	
	Door maintenance, exterior and dedicated to suite	X			
	Door maintenance, interior to suite	X			
	Electrical, remainder of the building (main panel and wiring to the subpanel)		X	X	
	Electrical, dedicated to the suite (subpanel and downstream)	X			
	Heating and cooling serving the remainder of building (initial installation of unit - building project)		X	X	
	Heating and Cooling dedicated to the suite (maintenance, repairs and filter changes)	X			
	Lighting – exterior and remainder of building for interior		X	X	
	Lighting – interior to the suite	X			
	General Maintenance – keyboard trays, wheelchairs, task chairs, etc.	X			
	Plumbing - Fixtures and drains, not dedicated to the suite		X	X	
	Plumbing - Fixtures and drains within the suite	X			
	Roof garden maintenance and repairs		X	X	
	Parking lot management – repairs, sweeping, trash pick-up		X	X	
	Sidewalks – repairs and cleaning		X	X	
	Signage - exterior (coordination/installation)		X	X	
PURCHASED SERVICES	Janitorial services and supplies within suite	X			
	Landscaping		X	X	
	Parking lot sweeping		X	X	
	Pest control – exterior & remainder of building		X	X	
	Pest control – within suite, reactive	X			
	Pest control – preventive maintenance		X	X	
	Snow removal		X	X	
	Plants – interior of suite	X			
	Walk-off mat rental within suite, including dedicated exterior door	X			
	Waste removal within suite	X			
	Window washing – interior	X			

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

	Window washing – exterior		X	X	
	Cable TV within suite	X			
	Muzak Services within suite	X			
	Medication / Specimen refrigerators & ice machines	X			
REGULATORY/SAFETY	Backflow inspections		X	X	
	Emergency exit/egress lighting (monthly and annual)		X	X	
	Fire alarm system		X	X	
	Fire & weather drills for the building		X	X	
	Fire & weather drills, isolated to the suite's requirements	X			
	Fire Hydrants		X	X	
	Fire Doors		X	X	
	Fire Department connection		X	X	
	Fire/Smoke alarm dampers		X	X	
	Sprinkler inspections		X	X	
	Fire extinguishers (monthly and annual)		X	X	
UTILITIES	Electric				Provider:
					Account #
	Gas				Provider:
					Account #
	Water/sewer				Provider:
					Account #

TENANT USE ONLY:

Appliances (including refrigerator, ice maker, microwave, etc.)
Miscellaneous equipment (including exam tables, wheelchairs, etc.)
Cable TV
Muzak
Plants, interior
Signage - interior (coordination/installation)

OTHER:**TENANT USE ONLY:**

Appliances (including refrigerator, ice maker, microwave, etc.)
Miscellaneous equipment (including exam tables, wheelchairs, etc.)
Cable TV
Muzak
Plants, interior
Signage - interior (coordination/installation)

Development Department

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

RESOLUTION REQUEST

DATE: September 23, 2019

TO: Development, Parks and Recreation Committee

RE: Resolution Outlining City Services Provided for an Annexation
 Petition

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity:

This Resolution is not only being requested as an emergency, but as a one read emergency. The City received a copy of a petition for annexation for 1676 Lancaster Avenue on September 11, 2019. The ORC requires that the City provide a resolution of services provided within 20 days. Franklin County Commissioners are requiring submission of this resolution by October 1st.

WHEREAS, Richard E. and Dorothy L. Barth are the owners of approximately 0.9 acres of land located at 1676 Lancaster Road and are requesting annexation into the City of Reynoldsburg; and

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 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.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 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:

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 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. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Annexation Petition

RECEIVED

SEP 11 2019

Franklin County Planning Department
Franklin County, OH

614-525-3045
mybrowne@franklincountyohio.gov
Cer

Property Information

Site Address:

1676 LANCASTER AVE. Reynoldsburg

Parcel ID(S):

263-000832

From Township:

TRURO

Total Acreage:

To Municipality:

Reynoldsburg

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

Name:

Richard E. + Dorothy L. Barth

Address:

1676 LANCASTER AVE.
Reynoldsburg OH 43068

Phone #

614 866 0142

Fax #

Email

Attorney/Authorized Agent Information

Name:

RICHARD E. BARTH

Address:

1676 LANCASTER AVE
Reynoldsburg OH 43068

Phone #

614 327 8162

Fax #

Email

Staff Use Only

Case # ANX-21-19

Hearing Date: 10/15/19

Date Filed: 9/11/19

Fee Paid: \$250.00

Receipt #

Received By: Matt Brown

Notification Deadline (5 days):

9/16/19

Site Statement Deadline (20 days):

10/1/19

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/plot of property
- ☒ List of adjacent properties

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

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

Richard E. Barth
Property Owner

9-11-19
Date

Dorothy L. Barth
Property Owner

9-11-19
Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

RECEIVED

SEP 11 2019

Franklin County Planning Department
Franklin County, OH

ANX-21-19

**PETITION FOR ANNEXATION
OF 0.9 ACRES MORE OR LESS
TO THE CITY OF REYNOLDSBURG, OHIO
FROM THE TOWNSHIP OF TRURO**

TO THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, OHIO

The undersigned Petitioner in the premises, and being ALL of the OWNERS of real estate in the territory described, consisting of 0.9 acres, more or less in the Township of Truro which area is contiguous and adjacent to the City of Reynoldsburg, does hereby pray that said territory be annexed to the City of Reynoldsburg, according to the statutes of the State of Ohio.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto and made part hereof. Attached is a list of the owners of property adjacent to the territory proposed for annexation or adjacent to a road that is adjacent to that territory and located directly across the road from that territory.

The need for sewer and water service is the reason for annexation.

In support of said Petition, your Petitioners state that there is within the territory so prayed to be annexed, two owners of real estate.

I, Richard Barth, will act as agent for the undersigned Petitioners to make any amendment and/or deletion which in the owners absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Franklin County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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.


Richard E. Barth

Date: 9-11 —, 2019


Dorothy L. Barth

Date: 9-11 —, 2019

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

SITE ENGINEERING

Incorporated

Civil Engineers & Surveyors

7453 East Main Street
 Reynoldsburg, OH 43068
 phone: 614-759-9900
 fax: 614-759-9902
 email: siteeng@ameritech.net

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 CORNELL R. ROBERTSON, P.E., P.S. PROPOSED ANNEXATION OF 0.9+/- ACRES
 FRANKLIN COUNTY ENGINEER FROM: TRURO TOWNSHIP
 TO: CITY OF REYNOLDSBURG
 Date 5/21/19

Situated in the State of Ohio, County of Franklin, Township of Truro, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being 0.9 acres of land, more or less, and being all of that 1 acre tract described in a deed to Richard E. Barth and Dorothy L. Barth (Auditor's Tax Parcel Number 263-000832) of record in Official Record 33692 F06 (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 northerly line of said 1 acre tract, the southerly line of that 0.5 acre tract described in a deed to Michelle & Juan Carlos Castro of record in Instrument 201904180044492, 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 69-08, and recorded in Instrument 201103210038066;

Thence in a easterly direction, a distance of approximately 339 feet, along the northerly line of said 1 acre tract and southerly line of said 0.5 acre tract, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 69-08) to the northeasterly corner of said 1 acre tract, being at an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 405, and recorded in Misc. Record 92, Page 195;

Thence in a southerly direction, a distance of approximately 175 feet, along the easterly line of said 1 acre tract, a westerly line of that 0.892 acre tract described in a deed to The Church Of Chris of record in Instrument 200608250169821 and a westerly line of that 1.099 acre tract described in a deed to Paul DiYanni of record in Instrument 201905020050888 and along said existing City of Reynoldsburg Corporation Line, (Ord. 405) to a point on the northerly line of that 0.475 acre tract described in a deed to Kimberly Deen Ruiz of record in Instrument 201704120049607;

Thence in a westerly direction, a distance of approximately 337 feet, along the southerly line of said 1 acre tract and the northerly line of said 0.475 acre tract, being an existing City of Reynoldsburg Corporation Line as established by Ordinance Number 12-05, and recorded in Instrument 200504180071308 to the easterly right-of-way line of said Lancaster Avenue;

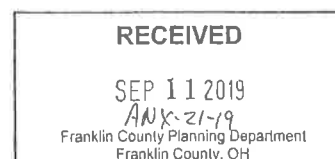
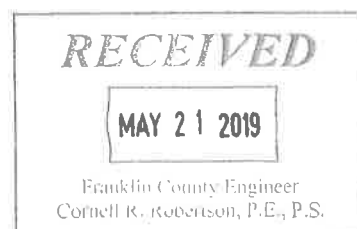
Thence in an northerly direction, a distance of approximately 72 feet, along the easterly right-of-way line of said Lancaster Avenue, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 102-04) to the Point of Beginning, containing 0.9 acres of land, more or less.

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 April 2019, 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, P.S.
 Mark A. Hazel
 Professional Surveyor No. 7039

5-10-19
 Date



PROPOSED ANNEXATION OF 0.9± 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

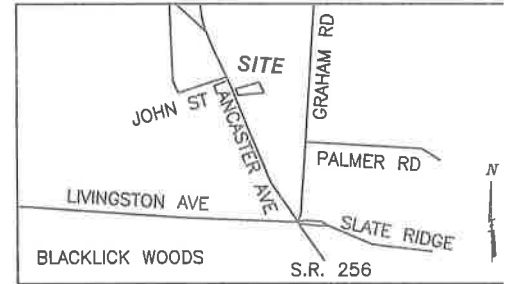
AREA TO
BE ANNEXED



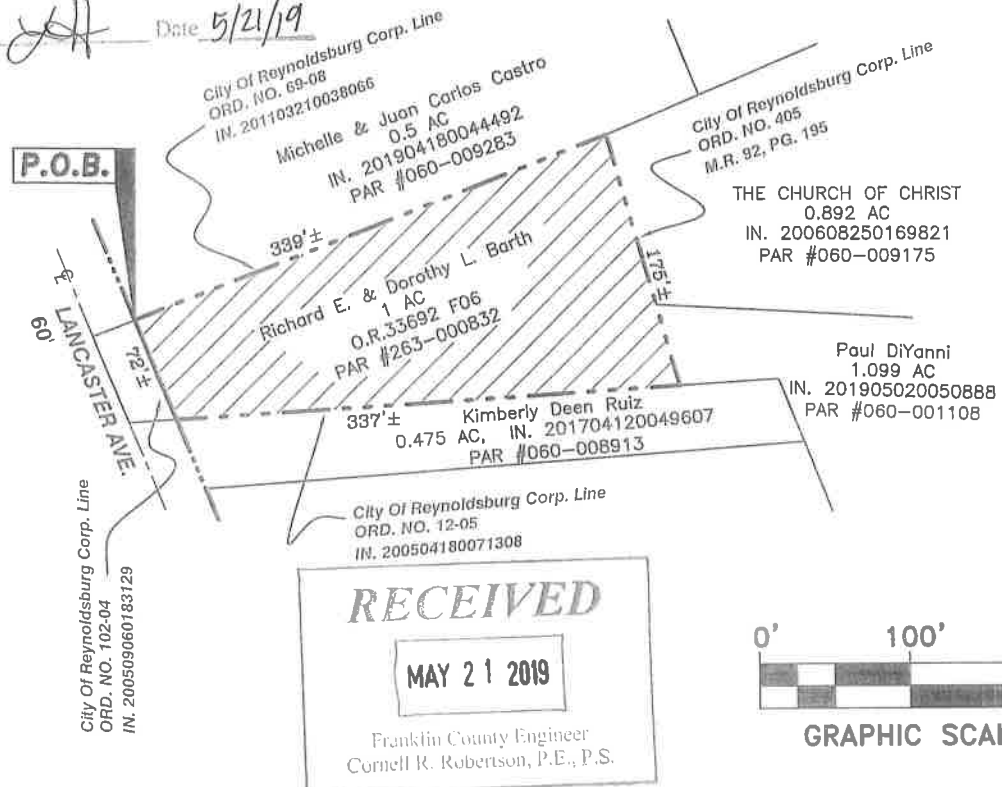
ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE

CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By *[Signature]* Date 5/21/19



LOCATION MAP
NO SCALE



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 922 FEET, OF WHICH 922 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, p.s. 5-10-19

Professional Surveyor #7039



FILE #4040

RECEIVED

SEP 11 2019

ANX-21-19
Franklin County Planning Department
Franklin County, OH

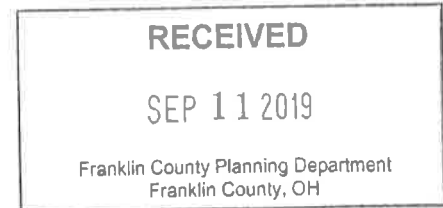
Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

**ADJACENT PROPERTIES
OF
PROPOSED ANNEXATION OF PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

LIST:

Michelle & Juan Carlos Castro
Parcel ID 060-009283
1690 Lancaster Ave.
Reynoldsburg, OH 43068

North Side



ANX-21-19

The Church of Christ
Parcel ID 060-009175
1649 Graham Rd.
Reynoldsburg, OH 43068

East Side

Paul Diyanni
Parcel ID 060-001108
1681 Graham Rd.
Reynoldsburg, OH 43068

East Side

Kimberly Deen Ruiz
Parcel ID 060-008913
1686 Lancaster Ave.
Reynoldsburg, OH 43068

South Side

Redwood
Parcel ID 060-008539
1713 Blacklick Creek Dr.
Reynoldsburg, OH 43068

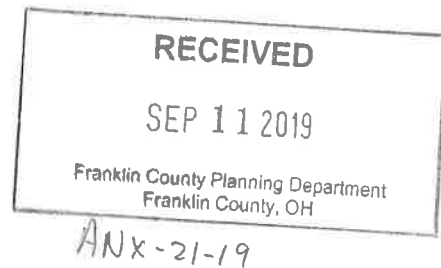
West Side

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

R CITY OF REYNOLDSBURG *Mayor Brad McCloud*

April 3, 2019

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



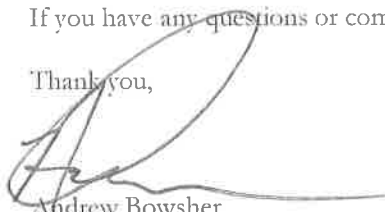
RE: 1676 Lancaster Avenue Annexation

To Whom It May Concern:

The City of Reynoldsburg, Ohio certifies that the property located at 1676 Lancaster Avenue, Reynoldsburg, OH 43068 (parcel ID #263-000832-00) has sufficient infrastructure and availability of utility service. Furthermore, the City will not contest annexation of this property into Reynoldsburg.

If you have any questions or comments, please feel free to contact me directly at 614-322-6831.

Thank you,



Andrew Bowsher
Development Director

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

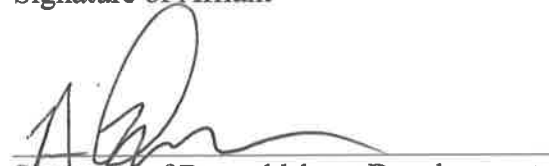
**AFFIDAVIT OF RECEIPT
OF
ANNEXATION DOCUMENTATION
FOR THE PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

**State of Ohio
County of Franklin**

I, Richard Barth presented Annexation documentation for 1676 Lancaster Avenue, Reynoldsburg, Ohio 43068, to the City of Reynoldsburg Development Department.

DATED this the 11 day of Sept., 2019


Signature of Affiant


Signature of Reynoldsburg Development
Department

SWORN to subscribed before me, this 11 day September, 2019



KALLE L. WILLIAMS
NOTARY PUBLIC - OHIO
FRANKLIN COUNTY
NOTARY PUBLIC
MY COMMISSION EXPIRES 05/13/2023

My Commission Expires:

5/13/23

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **September 23, 2019**

TO: **Brett Luzader, Ward 2 Councilmember**
Public Service and
Transportation Committee

RE: Replacement Truck for Water Department Due to Accident

Approval:

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

Emergency/Suspension: Emergency

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

Meeting the financial needs of the city's water and sewer departments. Short one truck due to crash. Employee's doubling up in one Truck, Meter updates are not getting completed as quickly.

Statement of necessity:

Authorize the Mayor to Purchase 2020 F-250 Super Duty Ford Truck for the Water and Sewer Department Due to a Vehicle Crash Which Totaled a Current Working Truck.

Authorize the mayor to enter into contract with Byers Ford Dealership at 1101 Columbus Pike, Delaware, Ohio 43015, to purchase A 2020 f-250 ford truck Super Duty Truck 4WD Super Cab 8' Bed; under state bid contract # RFQ008791 for the total purchase price of 31,097.00 . Contact Person is Tom Allen 614-353-8961.

Please see attachments for all the details for the trucks.

Please see attachment for the details of the crash report.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

Please see attachment for Insurance Reimbursement Check

Ask to waive competitive bidding under state bid contract.

Insurance proceeds totaling \$9,066.50 will be deposited into the un-appropriated water and sewer fund (710,720), 50% to each fund.

Appropriate \$15,548.50 from the un-appropriated from Water fund 710 to account 710.735.5632 (Motor Vehicles).

Appropriate \$15,548.50 from the un-appropriated from Sewer fund 720 to account 720.736.5632 (Motor Vehicles).

This Purchase was not included in the 2019 budget. Via Accident.

WHEREAS, a water department truck was recently totaled in an accident, the water and wastewater departments are in need of a new pick-up truck; and

WHEREAS, the City insurance company reimbursed the City for the vehicle (\$9,066.50), the water/wastewater department is requesting permission to purchase a 2020 F-250 super duty Ford pick-up truck.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from Byers Ford Dealership a Ford F-250 Super Duty 4WD super cab with an eight-foot bed for thirty-one thousand ninety-seven dollars (\$31,097.00).

SECTION 2. The purchase shall be made through the Ohio State bid contract # RFQ008791.

SECTION 3. The following appropriation are hereby approved:

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

- Deposit insurance proceeds of fifty percent (50%) of \$9,066.50 into the each of the unappropriated water and sewer 710 and 720 Fund,
- Appropriate \$15,548.50 from the unappropriated Water Fund (710) into account 710.735.5632 Motor Vehicles
- Appropriate \$15,548.50 from the unappropriated Sewer Fund (720) into account 720.736.5632 Motor Vehicles

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Providing Insurance and Financial Services
Home Office, Bloomington, IL



August 14, 2019

City Of Reynoldsburg
7806 E Main St
Reynoldsburg OH 43068-1239

State Farm Claims
PO Box 52250
Phoenix AZ 85072-2250

RE: Claim Number: 35-9866-R44
Date of Loss: July 31, 2019
Our Insured: Daisy Mills
Vehicle: 2007 Ford RANGER
VIN: 1FTYR14U77PA06679
Mileage: 36736

To Whom It May Concern:

Based on our recent conversation, we established the actual cash value of your vehicle to settle your total loss claim. Actual cash value is determined by the market, age, mileage, and the condition of your vehicle at the time the loss occurred.

To assist us in determining actual cash value, we consider information obtained by our representatives, information provided by you, vehicle valuation services, and other sources. If you have additional information you wish us to consider, or if you believe we have not correctly determined the actual cash value of your vehicle, please contact us.

The amount payable to you was determined as follows:

Actual Cash Value	\$8,420.00
Plus: Taxes	\$631.50
Title Transfer:	\$15.00
 Subtotal	 \$9,066.50
Payment to Lienholder (if applicable)	\$0.00
 Comparative Negligence (if applicable)	 \$0.00
Total Net Payable to You	\$9,066.50

Enclosed is a checklist of documents and/or items you will need to return to us. Instructions and samples are included for your reference.

You can enjoy the benefits of online registration. Benefits include 24/7 access to your claim progress and staying connected to State Farm®. Just go to **statefarm.com**® and select Manage Your Claim to get registered. All you need to complete the process is some initial information,

Attachment: state farm Insurance claim 2007 ford ranger. (Replacement Vehicle)



Total Loss Instructions Checklist

Customer Name: City Of Reynoldsburg

Claim Number: 35-9866-R44

Vehicle: Ford RANGER

States have specific requirements on paperwork associated with total loss vehicles. In order for us to process your claim payment, please follow the instructions on completing your paperwork closely. We are committed to paying your claim as soon as all the proper paperwork is received.

Please complete all the required settlement documents listed below.

- ☐ **Unsigned Title:** Please send the original unsigned title.
- ☐ **Power of Attorney:** All listed parties need to sign their name(s) exactly as it appears on the title. Please sign these documents as City of Reynoldsburg, name of person signing the form, job title of person signing the form. If the Power of Attorney contains a "Mileage Disclosure" section, complete based on current mileage of 36736. *A notary is required for signatures.* A sample is enclosed to provide additional guidance.

- ☐ Total Loss Settlement letter

Please promptly return all original paperwork and/or items in the envelope provided, or use the enclosed UPS shipping label. If neither are available, please send paperwork to:

State Farm Insurance Companies
IAA Midwest Title Center
7835 Woodland Dr.
Suite 225
Indianapolis, IN 46278

Attachment: state farm Insurance claim 2007 ford ranger. (Replacement Vehicle)

Notice: Confidential Business:

The information contained in this checklist contains **confidential business** material intended for the sole use of the individual(s) named above. If you are not an intended recipient listed above, you are hereby notified that any disclosure, duplication, or distribution of this information or the taking of any action in reliance on the contents documented, without the express written consent of the State Farm Insurance Companies, is **STRICTLY PROHIBITED**. If you have received this document in error, please notify us immediately by telephone, so we can arrange for the return of this material at no cost to you.

35-9866-R44
Page 2
August 14, 2019

which may include your claim number, email address, and/or your State Farm policy or account number. It only takes a few minutes. If you are already registered, thank you!

Sincerely,

Susan Weekly
Claim Associate
(855) 231-1590 Ext. 711

State Farm Mutual Automobile Insurance Company

Enclosure: Settlement Documents

Attachment: state farm Insurance claim 2007 ford ranger. (Replacement Vehicle)



Power of Attorney

Claim Number: 35-9866-R44

KNOW ALL MEN BY THESE PRESENTS, That I (we), the undersigned, do hereby make, constitute, and appoint State Farm Mutual Automobile Insurance Company my true and lawful Attorney in fact for me and in my name to execute and to sign my name to assignments of titles, application for titles, or any forms involving title to:

Year\Make\Model	Body Type	VIN
2007 Ford RANGER		1FTYR14U77PA06679

This Power of Attorney shall remain in effect until such time to this unit described above is out of my name, hereby ratifying and confirming all that the said Attorney or substitutes shall do therein virtue of these presents.

Owner: _____ (signed exactly as listed on title) Owner: _____ (print)

Co-owner: _____ (signed exactly as listed on title) Co-owner: _____ (print)

Sworn and subscribed to before me this

_____ day of _____, 20____.
(day) (month) (year)

Notary Public

My Commission Expires

Attachment: state farm Insurance claim 2007 ford ranger. (Replacement Vehicle)



TRAFFIC CRASH REPORT

* DENOTES MANDATORY FIELD FOR SUPPLEMENT REPORT

LOCAL REPORT NUMBER *

☒ PHOTOS TAKEN ☐ OH-2 ☒ OH-3
☐ SECONDARY CRASH ☐ OH-1P ☐ OTHER
☐ PRIVATE PROPERTY

LOCAL INFORMATION

2

REPORTING AGENCY NAME *

City of Reynoldsburg Division of Police

NCIC *

02508

1 9 R E Y - 2 7 3 8 9 - A C

HIT/SKIP

1 - SOLVED
2 - UNSOLVED

NUMBER OF UNITS

02

UNIT IN ERROR

98 - ANIMAL
99 - UNKNOWN

01

COUNTY *
25

LOCALITY *

1 - CITY
2 - VILLAGE
3 - TOWNSHIP

LOCATION: CITY, VILLAGE, TOWNSHIP *

Reynoldsburg

ROUTE TYPE ROUTE NUMBER
1 - NORTH
2 - SOUTH
3 - EAST
4 - WEST

LOCATION ROAD NAME

LANCASTER N

ROAD TYPE

A V

ROUTE TYPE ROUTE NUMBER
1 - NORTH
2 - SOUTH
3 - EAST
4 - WEST

REFERENCE ROAD NAME (ROAD, MILEPOST, HOUSE #)

RODEBAUGH

ROAD TYPE

R D

CRASH DATE/TIME *

07/31/2019 1349

CRASH SEVERITY *

1 - FATAL
2 - SERIOUS INJURY SUSPECTED
3 - MINOR INJURY SUSPECTED
4 - INJURY POSSIBLE
5 - PROPERTY DAMAGE ONLY

LATITUDE (Decimal Degrees)

39 97 17 20

LONGITUDE (Decimal Degrees)

82 80 94 90

INTERSECTION RELATED

☒ WITHIN INTERSECTION or ON APPROACH

☐ WITHIN INTERCHANGE AREA

NUMBER OF APPROACHES

ROADWAY

☐ ROADWAY DIVIDED

REFERENCE POINT

1 - INTERSECTION
2 - MILE POST
3 - HOUSE #

1

DIRECTION from REFERENCE

1 - NORTH
2 - SOUTH
3 - EAST
4 - WEST

1

ROUTE TYPE

IR - INTERSTATE ROUTE (TP)

US - FEDERAL US ROUTE

SR - STATE ROUTE

CR - NUMBERED COUNTY ROUTE

TR - NUMBERED TOWNSHIP ROUTE

ROAD TYPE

AL - ALLEY

AV - AVENUE

BL - BOULEVARD

CR - CIRCLE

CT - COURT

DR - DRIVE

HE - HEIGHTS

HW - HIGHWAY

LA - LANE

MP - MILEPOST

OV - OVAL

PK - PARKWAY

PI - PIKE

PL - PLACE

RD - ROAD

SQ - SQUARE

ST - STREET

TE - TERRACE

TL - TRAIL

WA - WAY

DISTANCE FROM REFERENCE

1

DISTANCE UNIT OF MEASURE

1 - MILES
2 - FEET
3 - YARDS

1

LOCATION OF FIRST HARMFUL EVENT

1 - ON ROADWAY
2 - ON SHOULDER
3 - IN MEDIAN
4 - ON ROADSIDE
5 - ON GORE
6 - OUTSIDE TRAFFIC WAY
7 - ON RAMP
8 - OFF RAMP

9 - CROSSOVER

10 - DRIVEWAY/ALLEY ACCESS

11 - RAILWAY GRADE CROSSING

12 - SHARED USE PATHS OR TRAILS

13 - BIKE LANE

14 - TOLL BOOTH

99 - OTHER / UNKNOWN

MANNER OF CRASH COLLISION/IMPACT

1 - NOT COLLISION 4 - REAR-TO-REAR

5 - BACKING

6 - ANGLE

7 - SIDESWIPE, SAME DIRECTION

8 - SIDESWIPE, OPPOSITE DIRECTION

9 - OTHER / UNKNOWN

6

DIRECTION OF TRAVEL

1 - NORTH

2 - SOUTH

3 - EAST

4 - WEST

MEDIAN TYPE

1 - DIVIDED FLUSH MEDIAN (<4 FEET)

2 - DIVIDED FLUSH MEDIAN (>4 FEET)

3 - DIVIDED, DEPRESSED MEDIAN

4 - DIVIDED, RAISED MEDIAN (ANY TYPE)

9 - OTHER / UNKNOWN

☐ WORK ZONE RELATED

☐ WORKERS PRESENT

☐ LAW ENFORCEMENT PRESENT

☐ ACTIVE SCHOOL ZONE

WORK ZONE TYPE

1 - LANE CLOSURE

2 - 1 LANE SHIFT/CROSSOVER

3 - WORK ON SHOULDER OR MEDIAN

4 - INTERMITTENT OR MOVING WORK

5 - OTHER

LOCATION OF CRASH IN WORK ZONE

1 - BEFORE THE 1ST WORK ZONE WARNING SIGN

2 - ADVANCE WARNING AREA

3 - TRANSITION AREA

4 - ACTIVITY AREA

5 - TERMINATION AREA

CONTOUR

1

CONDITIONS

1

SURFACE

2

LIGHT CONDITION

1 - DAYLIGHT
2 - DAWN/DUSK
3 - DARK - LIGHTED ROADWAY
4 - DARK - ROADWAY NOT LIGHTED
5 - DARK - UNKNOWN ROADWAY LIGHTING
9 - OTHER / UNKNOWN

WEATHER

1 - CLEAR

2 - CLOUDY

3 - FOG, SMOG, SMOKE

4 - RAIN

5 - SLEET, HAIL

6 - SNOW

7 - SEVERE CROSSWINDS

8 - BLOWING SAND, SOIL, DIRT, SNOW

9 - FREEZING RAIN OR FREEZING DRIZZLE

99 - OTHER / UNKNOWN

NARRATIVE

UNIT 2 WAS N/B ON LANCASTER AVE. UNIT 1 WAS W/B ON

RODEBAUGH RD. ATTEMPTING TO TURN LEFT ONTO LANCASTER

AVE. UNIT 1 FAILED TO YIELD TO UNIT 2 AND STRUCK

UNIT 2.

Indicate the north direction with an 'N' on the compass diagram.

CRASH REPORTED DATE / TIME

07/31/2019 1349

DISPATCH DATE / TIME

07/31/2019 1357

ARRIVAL DATE / TIME

07/31/2019 1406

SCENE CLEARED DATE / TIME

07/31/2019 1455

REPORT TAKEN BY

☒ POLICE AGENCY

☐ MOTORIST

TOTAL TIME ROADWAY CLOSED

0

OTHER INVESTIGATION TIME

0

TOTAL MINUTES

58

OFFICER'S NAME *

Officer Scott A Manny

Checked by OFFICER'S NAME *

Sergeant Ronald A Wright

OFFICER'S BADGE NUMBER *

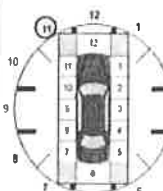
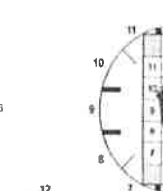
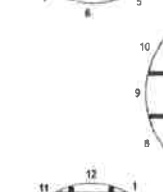
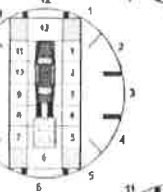
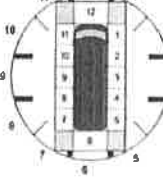
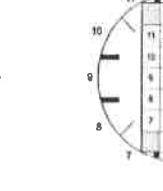
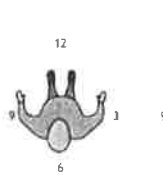
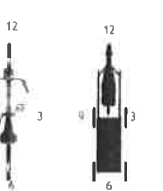
96

CHECKED BY OFFICER'S BADGE NUMBER *

590

☐ SUPPLEMENT (CORRECTION or ADDITION TO AN EXISTING REPORT SENT TO ODPS)

UNIT # 01	OWNER NAME (LAST, FIRST, MIDDLE) (Same As Driver) MILLS, DAISY S	OWNER PHONE (INCLUDE AREA CODE) (Same As Driver) 6143958943
OWNER ADDRESS (STREET, CITY, STATE, ZIP) (Same As Driver) 7286 SADDLETREE CT REYNOLDSBURG, OH 43068		
COMMERCIAL CARRIER NAME, ADDRESS, CITY, STATE, ZIP COMMERCIAL CARRIER PHONE (INCLUDE AREA CODE)		
LP STATE OH	LICENSE PLATE # H822730	VEHICLE IDENTIFICATION # 3VWRW31C97M505104
VEHICLE YEAR 2007	VEHICLE MAKE VOLK	VEHICLE MODEL BEETLE
INSURANCE VERIFIED ☒	INSURANCE COMPANY STATE FARM	INSURANCE POLICY # C277725A0135
COLOR BLU	TOWED BY COMPANY NAME Eastland Towing	
TYPE OF USE ☐ COMMERCIAL ☐ GOVERNMENT ☐ IN EMERGENCY RESPONSE	US DOT #	HAZARDOUS MATERIAL CLASS # PLACARD ID #
INTERLOCK DEVICE EQUIPPED ☐	HIT/SKIP UNIT ☐	# OCCUPANTS 01
VEHICLE WEIGHT GVWR/GCWR 1 - < 10K Lbs. 2 - 10,001 to 26K Lbs. 3 - > 26K Lbs.		
UNIT TYPE 1 - PASSENGER CAR 7 - MOTORCYCLE 2-WHEELED 12 - GOLF CART 18 - LIMO (LIVERY VEHICLE) 23 - PEDESTRIAN/SKATER 2 - PASSENGER VAN (MINIVAN) 8 - MOTORCYCLE 3 WHEELED 13 - SNOWMOBILE 19 - BUS (16+ PASSENGERS) 24 - WHEELCHAIR (ANY TYPE) 3 - SPORT UTILITY VEHICLE 9 - AUTOCYCLE 14 - SINGLE UNIT TRUCK 20 - OTHER VEHICLE 25 - OTHER NON-MOTORIST 4 - PICK UP 10 - MOPED OR MOTORIZED BICYCLE 15 - SEM-TRACTOR 21 - HEAVY EQUIPMENT 26 - BICYCLE 5 - CARGO VAN 11 - ALL-TERRAIN VEHICLE (ATV/UTV) 16 - FARM EQUIPMENT 22 - ANIMAL WITH RIDER OR ANIMAL-DRAWN VEHICLE 27 - TRAIN 6 - VAN (9-15 SEATS) 17 - MOTORHOME 99 - UNKNOWN OR HIT/SKIP		
# OF TRAILING UNITS 0		
WAS VEHICLE OPERATING AUTONOMOUS MODE WHEN CRASH OCCURRED? 0 - NO AUTOMATION 3 - CONDITIONAL AUTOMATION 9 - UNKNOWN 1 - YES 2 - NO 9 - OTHER / UNKNOWN 4 - HIGH AUTOMATION 5 - FULL AUTOMATION		
SPECIAL FUNCTION 1 - NONE 6 - BUS CHARTER/TOUR 11 - FIRE 16 - FARM 21 - MAIL CARRIER 2 - TAXI 7 - BUS-INTERCITY 12 - MILITARY 17 - MOWING 99 - OTHER / UNKNOWN 3 - ELECTRONIC RIDE SHARING 8 - BUS-SHUTTLE 13 - POLICE 18 - SNOW REMOVAL 4 - SCHOOL TRANSPORT 9 - BUS-OTHER 14 - PUBLIC UTILITY 19 - TOWING 5 - BUS-TRANSIT/COMMUTER 10 - AMBULANCE 15 - CONSTRUCTION EQUIPMENT 20 - SAFETY SERVICE PATROL		
CARGO BODY TYPE 1 - NO CARGO BODY TYPE / NOT APPLICABLE 3 - VEHICLE TOWING ANOTHER 5 - INTERMODAL CONTAINER 8 - POLE 12 - CONCRETE MIXER 2 - BUS 4 - LOGGING 6 - CARGO VAN/ENCLOSED BOX 9 - CARGO TANK 13 - AUTO TRANSPORTER 7 - GRAIN/CHIPS/GRAVEL 10 - FLAT BED 14 - GARBAGE/REFUSE 11 - DUMP 99 - OTHER / UNKNOWN		
VEHICLE DEFECTS 1 - TURN SIGNALS 4 - BRAKES 7 - WORN OR SLICK TIRES 9 - MOTOR TROUBLE 99 - OTHER / UNKNOWN 2 - HEAD LAMPS 5 - STEERING 8 - TRAILER EQUIPMENT DEFECTIVE 10 - DISABLED FROM PRIOR ACCIDENT 3 - TAIL LAMPS 6 - TIRE BLOWOUT		
NON-MOTORIST LOCATION AT IMPACT 1 - INTERSECTION-MARKED CROSSWALK 3 - INTERSECTION-OTHER 6 - BICYCLE LANE 9 - MEDIAN/CROSSING ISLAND 11 - FIRST RESPONDER AT INCIDENT SCENE 2 - INTERSECTION-UNMARKED CROSSWALK 4 - MIDBLOCK-MARKED CROSSWALK 7 - SHOULDER/ROADSIDE 10 - DRIVEWAY ACCESS 99 - OTHER / UNKNOWN 5 - TRAVEL LANE-OTHER LOCATION 8 - SIDEWALK 11 - SHARED USE PATHS OR TRAILS		
ACTION 1 - NON-CONTACT 1 - STRAIGHT AHEAD 7 - MAKING U-TURN 13 - NEGOTIATING A CURVE 18 - APPROACHING OR LEAVING VEHICLE 2 - NON-COLLISION 2 - BACKING 8 - ENTERING TRAFFIC LANE 14 - ENTERING OR CROSSING SPECIFIED LOCATION 19 - STANDING 3 - STRIKING 3 - CHANGING LANES 9 - LEAVING TRAFFIC LANE 15 - WALKING, RUNNING, JOGGING, PLAYING 20 - OTHER NON-MOTORIST 4 - STRUCK 4 - OVERTAKING/PASSING 10 - PARKED 16 - WORKING 21 - STANDING OUTSIDE DISABLED VEHICLE 5 - BOTH STRIKING & STRUCK 5 - MAKING RIGHT TURN 11 - SLOWING OR STOPPED IN TRAFFIC 17 - PUSHING VEHICLE 99 - OTHER / UNKNOWN 99 - OTHER / UNKNOWN 6 - MAKING LEFT TURN 12 - DRIVERLESS		
CONTRIBUTING CIRCUMSTANCES 1 - NONE 7 - LEFT OF CENTER 12 - IMPROPER START FROM A PARKED POSITION 17 - VISION OBSTRUCTION 21 - LYING IN ROADWAY 2 - FAILURE TO YIELD 8 - FOLLOWING TOO CLOSE/ACDA 18 - OPERATING DEFECTIVE EQUIPMENT 22 - NOT DISCERNABLE 3 - RAN RED LIGHT 9 - IMPROPER LANE CHANGE 14 - STOPPED OR PARKED ILLEGALLY 19 - LOAD SHIFTING/FALLING/SPILLING 23 - OPENING DOOR INTO ROADWAY 4 - RAN STOP SIGN 10 - IMPROPER PASSING 15 - SWERVING TO AVOID 99 - OTHER IMPROPER ACTION 5 - UNSAFE SPEED 11 - DROVE OFF ROAD 16 - WRONG WAY 20 - IMPROPER CROSSING 6 - IMPROPER TURN 12 - IMPROPER BACKING		
SEQUENCE OF EVENTS 1 - OVERTURN/ROLLOVER 6 - EQUIPMENT FAILURE 11 - CROSS CENTERLINE - OPPOSITE DIRECTION OF TRAVEL 16 - RAILWAY VEHICLE 27 - WORKZONE MAINTENANCE EQUIPMENT 2 - FIRE/EXPLOSION 7 - SEPARATION OF UNITS 12 - DOWNHILL RUNAWAY 17 - ANIMAL - FARM 23 - STRUCK BY FALLING OBJECT OR ANYTHING SET IN MOTION BY A MOTOR VEHICLE 3 - IMMERSION 8 - RAN OFF ROAD RIGHT 13 - OTHER NON COLLISION 18 - ANIMAL - DEER 24 - OTHER MOVABLE OBJECT 4 - JACKKNIFE 9 - RAN OFF ROAD LEFT 14 - PEDESTRIAN 20 - MOTOR VEHICLE IN TRANSPORT 5 - CARGO/EQUIPMENT LOSS OR SHIFT 10 - CROSS MEDIAN 15 - PEDAL CYCLE 21 - PARKED MOTOR VEHICLE		
COLLISION with FIXED OBJECT - STRUCK 25 - IMPACT ATTENUATOR / CRASH CUSHION 31 - GUARDRAIL END 37 - TRAFFIC SIGN POST 43 - CUPB 50 - WORKZONE MAINTENANCE EQUIPMENT 26 - BRIDGE OVERHEAD STRUCTURE 32 - PORTABLE BARRIER 38 - OVERHEAD SIGN POST 44 - DITCH 51 - WALL 27 - BRIDGE PIER OR ABUTMENT 33 - MEDIAN CABLE BARRIER 39 - LIGHT/LUMINARIES SUPPORT 45 - EMBANKMENT 52 - BUILDING 28 - BRIDGE PARAFET 34 - MEDIAN GUARDRAIL BARRIER 40 - UTILITY POLE 46 - FENCE 53 - TUNNEL 29 - BRIDGE RAIL 35 - MEDIAN CONCRETE BARRIER 41 - OTHER POST, POLE OR SUPPORT 47 - MAILBOX 54 - OTHER FIXED OBJECT 30 - GUARDRAIL FACE 36 - MEDIAN OTHER BARRIER 42 - CULVERT 48 - TREE 55 - OTHER / UNKNOWN 49 - FIRE HYDRANT		
FIRST HARMFUL EVENT 1 MOST HARMFUL EVENT 1		

LOCAL REPORT NUMBER 19REY-27389-AC	
DAMAGE DAMAGE SCALE 4 1 - NONE 3 - FUNCTIONAL DAMAGE 2 - MINOR DAMAGE 4 - DISABLING DAMAGE 9 - UNKNOWN	
DAMAGED AREA(S) INDICATE ALL THAT APPLY	
       	
☐ - NO DAMAGE (0) ☐ - UNDERCARRIAGE (14) ☐ - TOP (13) ☐ - ALL AREAS (15) ☐ - UNIT NOT AT SCENE (16)	
INITIAL POINT OF CONTACT 0 - NO DAMAGE 14 - UNDERCARRIAGE 1-12 - REFER TO UNIT DIAGRAM 15 - VEHICLE NOT AT SCENE 99 - UNKNOWN 13 - TOP	
TRAFFICWAY FLOW 1 - ONE-WAY 2 - TWO-WAY	TRAFFIC CONTROL 1 - ROUNDABOUT 4 - STOP SIGN 2 - SIGNAL 5 - YIELD SIGN 3 - FLASHER 6 - NO CONTROL
# OF THROUGH LANES on ROAD 2	RAIL GRADE CROSSING 1 - NOT INVOLVED 2 - INVOLVED ACTIVE CROSSING 3 - INVOLVED-PASSIVE CROSSING
UNIT / NON-MOTORIST DIRECTION FROM 3 TO 2 1 - NORTH 5 - NORTHEAST 2 - SOUTH 6 - NORTHWEST 3 - EAST 7 - SOUTHEAST 4 - WEST 8 - SOUTHWEST 9 - OTHER / UNKNOWN	
UNIT SPEED 10	DETECTED SPEED 1 - STATED/ESTIMATED SPEED 2 - CALCULATED / EDR 3 - UNDETERMINED
POSTED SPEED 25	

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)

SY8304 OH1U 1/19 [760-0820]

PAGE 3 OF 4



MOTORIST / NON-MOTORIST

LOCAL REPORT NUMBER																																																																																																																							
1 9 R E Y - 2 7 3 B 9 - A C																																																																																																																							
UNIT #		NAME: LAST, FIRST, MIDDLE				DATE OF BIRTH		AGE	GENDER																																																																																																														
0 1		MILLS, DAISY S				0 1 2 9 2 0 0 1		18	F																																																																																																														
ADDRESS: STREET, CITY, STATE, ZIP						CONTACT PHONE INCLUDE AREA CODE																																																																																																																	
7286 SADDLETREE CT REYNOLDSBURG, OH 43068						6 1 4 3 9 5 8 9 4 3																																																																																																																	
INJURIES	INJURED TAKEN BY	EMS AGENCY (NAME)	INJURED TAKEN TO MEDICAL FACILITY (NAME, CITY)	SAFETY EQUIPMENT USED	DOT-COMPLIANT MC HELMET	SEATING POSITION	AIR BAG USAGE	EJECTION	TRAPPED																																																																																																														
5				4		1	1	1	1																																																																																																														
OL STATE	OPERATOR LICENSE NUMBER		OFFENSE CHARGED	LOCAL CODE	OFFENSE DESCRIPTION		CITATION NUMBER																																																																																																																
O H			331.19A		OPERATION OF VEHICLE AT STOP SIGNS		REY97083																																																																																																																
OL CLASS	ENDORSEMENT SELECT UP TO 2	RESTRICTION SELECT UP TO 3	DRIVER DISTRACTED BY	ALCOHOL / DRUG SUSPECTED	CONDITION	ALCOHOL TEST		DRUG TEST(S)																																																																																																															
4			1	☐ ALCOHOL ☐ MARIJUANA ☐ OTHER DRUG	1	STATUS	TYPE	VALUE	STATUS																																																																																																														
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INJURIES

1 - FATAL

2 - SUSPECTED SERIOUS INJURY

3 - SUSPECTED MINOR INJURY

4 - POSSIBLE INJURY

5 - NO APPARENT INJURY

INJURED TAKEN BY

1 - NOT TRANSPORTED / TREATED AT SCENE

2 - EMS

3 - POLICE

9 - OTHER / UNKNOWN

SAFETY EQUIPMENT

1 - NONE USED

2 - SHOULDER BELT ONLY USED

3 - LAP BELT ONLY USED

4 - SHOULDER & LAP BELT USED

5 - CHILD RESTRAINT SYSTEM - FORWARD FACING

6 - CHILD RESTRAINT SYSTEM - REAR FACING

7 - BOOSTER SEAT

8 - HELMET USED

9 - PROTECTIVE PADS USED (ELBOW, KNEES, ETC.)

10 - REFLECTIVE CLOTHING

11 - LIGHTING - PEDESTRIAN / BICYCLE ONLY

99 - OTHER / UNKNOWN

SEATING POSITION

1 - FRONT - LEFT SIDE (MOTORCYCLE DRIVER)

2 - FRONT - MIDDLE

3 - FRONT - RIGHT SIDE

4 - SECOND - LEFT SIDE (MOTORCYCLE PASSENGER)

5 - SECOND - MIDDLE

6 - SECOND - RIGHT SIDE

7 - THIRD - LEFT SIDE (MOTORCYCLE SIDE CAR)

8 - THIRD - MIDDLE

9 - THIRD - RIGHT SIDE

10 - SLEEPER SECTION OF TRUCK CAB

11 - PASSENGER IN OTHER ENCLOSED CARGO AREA (NON-TRAILING UNIT, BUS, PICK-UP WITH CAP)

12 - PASSENGER IN UNENCLOSED CARGO AREA

13 - TRAILING UNIT

14 - RIDING ON VEHICLE EXTERIOR (NON-TRAILING UNIT)

15 - NON-MOTORIST

99 - OTHER / UNKNOWN

AIR BAG

1 - NOT DEPLOYED

2 - DEPLOYED FRONT

3 - DEPLOYED SIDE

4 - DEPLOYED BOTH FRONT / SIDE

5 - NOT APPLICABLE

9 - DEPLOYMENT UNKNOWN

EJECTION

1 - NOT EJECTED

2 - PARTIALLY EJECTED

3 - TOTALLY EJECTED

4 - NOT APPLICABLE

TRAPPED

1 - NOT TRAPPED

2 - EXTRICATED BY MECHANICAL MEANS

3 - FREED BY NON-MECHANICAL MEANS

OL CLASS

1 - CLASS A

2 - CLASS B

3 - CLASS C

4 - REGULAR CLASS (OHIO = D)

5 - M/C MOPED ONLY

6 - NO VALID OL

OL ENDORSEMENT

H - HAZMAT

M - MOTORCYCLE

P - PASSENGER

N - TANKER

Q - MOTOR SCOOTER

R - THREE-WHEEL MOTORCYCLE

S - SCHOOL BUS

T - DOUBLE & TRIPLE TRAILERS

X - TANKER / HAZMAT

GENDER

F - FEMALE

M - MALE

U - OTHER / UNKNOWN

OL RESTRICTION(S)

1 - ALCOHOL INTERLOCK DEVICE

2 - CDL INTRASTATE ONLY

3 - CORRECTIVE LENSES

4 - FARM WAIVER

5 - EXCEPT CLASS A BUS

6 - EXCEPT CLASS A & CLASS B BUS

7 - EXCEPT TRACTOR-TRAILER

8 - INTERMEDIATE LICENSE RESTRICTIONS

9 - LEARNER'S PERMIT RESTRICTIONS

10 - LIMITED TO DAYLIGHT ONLY

11 - LIMITED TO EMPLOYMENT

12 - LIMITED - OTHER

13 - MECHANICAL DEVICES (SPECIAL BRAKES, HAND CONTROLS, OR OTHER ADAPTIVE DEVICES)

14 - MILITARY VEHICLES ONLY

15 - MOTOR VEHICLES WITHOUT AIR BRAKES

16 - OUTSIDE MIRROR

17 - PROSTHETIC AID

18 - OTHER

DRIVER DISTRACTION

1 - NOT DISTRACTED

2 - MANUALLY OPERATING AN ELECTRONIC COMMUNICATION DEVICE (TEXTING, TYPING, DIALING)

3 - TALKING ON HANDS-FREE COMMUNICATION DEVICE

4 - TALKING ON HAND-HELD COMMUNICATION DEVICE

5 - OTHER ACTIVITY WITH AN ELECTRONIC DEVICE

6 - PASSENGER

7 - OTHER DISTRACTION INSIDE THE VEHICLE

8 - OTHER DISTRACTION OUTSIDE THE VEHICLE

9 - OTHER / UNKNOWN

TEST STATUS

1 - NONE GIVEN

2 - TEST REFUSED

3 - TEST GIVEN, CONTAMINATED SAMPLE / UNUSABLE

4 - TEST GIVEN, RESULTS KNOWN

5 - TEST GIVEN, RESULTS UNKNOWN

ALCOHOL TEST TYPE

1 - NONE

2 - BLOOD

3 - URINE

4 - BREATH

5 - OTHER

DRUG TEST TYPE

1 - NONE

2 - BLOOD

3 - URINE

4 - OTHER

DRUG TEST RESULT(S)

1 - AMPHETAMINES

2 - BARBITURATES

3 - BENZODIAZEPINES

4 - CANNABINOIDS

5 - COCAINE

6 - OPIATES / OPIOIDS

7 - OTHER

8 - NEGATIVE RESULTS

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)

Printed on 08/02/2019	City of Reynoldsburg Division of Police Operator Information Sheet 19REY-27389-AC	Page Number 1 of 1
---------------------------------	--	------------------------------

General

Accident Date 07/31/2019	Time 1349	Reporting Officer Officer Scott A Manny
Location 558 LANCASTER AVE N @ 7194 RODEBAUGH RD	City Reynoldsburg	State OH
	ZIP 43068	

Driver

OPERATOR	Last Name MILLS	First DAISY	Middle S	Suffix	Veh/Unit 1	☐ Injured ☐ Fatality
	Number 7286	Street SADDLETREE	Suffix CT	Apt	City REYNOLDSBURG	State OH
					ZIP 43068	
	DOB 01/29/2001	Home Phone 614-395-8943	Work Phone	License State/Number [REDACTED]		
	Insurance Company		Policy Number			
OWNER	Last Name Same	First	Middle	Suffix	Home Phone	Work Phone
	Number Same	Street	Suffix	Apt	City	State
					ZIP	
	Insurance Company STATE FARM		Policy Number C277725A0135			
VEH	Year 2007	Make Volkswagen	Model BEETLE	VIN 3VVRW31C97M505104		
	Registration State/Number OH H822730		Towed By Eastland Towing		Towed To 4 - Not on file	

Driver

OPERATOR	Last Name SCHULZE	First KEVIN	Middle MICHAEL	Suffix	Veh/Unit 2	☐ Injured ☐ Fatality
	Number 7806	Street E MAIN	Suffix ST	Apt	City REYNOLDSBURG	State OH
					ZIP 43068	
	DOB 11/04/1994	Home Phone 614-322-4500	Work Phone	License State/Number [REDACTED]		
	Insurance Company		Policy Number			
OWNER	Last Name CITY OF REYNOLDSBURG	First	Middle	Suffix	Home Phone	Work Phone 614-322-4500
	Number 7232	Street E MAIN	Suffix ST	Apt	City REYNOLDSBURG	State OH
					ZIP 43068	
	Insurance Company ARGONAUT INSURANCE CO		Policy Number 4619208			
VEH	Year 2007	Make Ford	Model RANGER	VIN 2FAFP71W37X102587		
	Registration State/Number OH OZ328		Towed By		Towed To 6 - Not on file	

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)

19REY-27389-AC



Attachment: crash report for 2007 ford ranger (Replacement Vehicle)



TRAFFIC CRASH WITNESS STATEMENT

OH-3

LOCAL REPORT NUMBER <i>19-27389</i>	REPORTING AGENCY <i>RPD</i>	DATE OF CRASH M <i>7</i> D <i>31</i> Y <i>19</i>
--	--------------------------------	---

FOR LOCAL USE ONLY - DO NOT SUBMIT TO THE STATE EXCEPT FOR FATAL CRASHES

I, <u><i>KEVIN SCHULZE</i></u> PRINTED	HEREBY MAKE THIS VOLUNTARY STATEMENT TO
<u><i>MANNY</i></u> OFFICER'S NAME	AT <u><i>LANCASTER AVE @ ROADBAUGH</i></u> LOCATION
<i>I, Kevin Schulze, was going down Lancaster going 35 mph in a city vehicle. The girl was coming down Roadbaugh she pulled out in front of me and hit me in the passenger side front, deployed the passenger airbag. I am fine and I immediately asked if she was fine. She said she was fine.</i>	
ADDRESS OF WITNESS <i>7232 main st Reynoldsburg OH 43068</i>	
PHONE <i>614 205 4408</i>	
SIGNATURE OF WITNESS <i>X [Signature]</i>	OFFICER'S SIGNATURE <i>X [Signature]</i>

HSY 7003 4/15 [760-1500]

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)

OK
1F7YR14U77PA 06679

Ass B65

X822730

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)



OH-3

TRAFFIC CRASH WITNESS STATEMENT

LOCAL REPORT NUMBER 19-27389	REPORTING AGENCY RPD	DATE OF CRASH MO 7 D 31 Y 19
---------------------------------	-------------------------	-------------------------------------

FOR LOCAL USE ONLY - DO NOT SUBMIT TO THE STATE EXCEPT FOR FATAL CRASHES

I, <u>Daisy Mills</u> PRINTED	HEREBY MAKE THIS VOLUNTARY STATEMENT TO
<u>Manny</u> OFFICER'S NAME	<u>Rodebaugh/Lancaster Ave</u> AT <u>Reynoldsburg, OH</u> LOCATION
I was pulling out to turn left from Rodebaugh Rd onto Lancaster Ave when an oncoming car hit my front end. I looked once and did not see the truck, but I realize I should have looked twice.	
ADDRESS OF WITNESS 7286 Saddletree Ct, Reynoldsburg, OH 43068	
PHONE (614) 395-8943	
SIGNATURE OF WITNESS X <u>Daisy Mills</u>	OFFICER'S SIGNATURE X <u>Sn 96</u>

HSY 7003 4/15 [760-1500]

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)

6277 72540135
RTH

Attachment: crash report for 2007 ford ranger (Replacement Vehicle)

VIRTCDP  

CNGP530

VEHICLE ORDER CONFIRMATION

08/20/19 14:52:37

==>

Dealer: F47065

2020 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: L3 Ord FIN: QC317 Order Type: 5B Price Level: 015

Ord Code: 600A Cust/Fit Name: REYNOLDSBURG PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
✓ X2B	F250 4X4 S/C	\$39040	\$37088.00			
	164" WHEELBASE			✓ 18B	TRAILER TOW PKG	
Z1	OXFORD WHITE				PLAT RUNNING BD	445 405.00
A	VNYL 40/20/40			✓ 41P	10000# GVWR PKG	
S	MEDIUM EARTH GR			425	SKID PLATES	100 91.00
600A	PREF EQUIP PKG			✓ 43B	50 STATE EMISS	NC NC
	.XL TRIM			✓ 43C	BACKGLASS DEF	60 55.00
572	.AIR CONDITIONER	NC	NC	✓ 473	110V/400W OUTLT	175 159.00
	.AMFM/MP3/CLK				SNOW PLOW PKG	250 228.00
996	.6.2L EFI V8 ENG	NC	NC		TOTAL BASE AND OPTIONS	43365 38209.80
44S	6-SPD AUTOMATIC	NC	NC		TOTAL	43365 38209.80
TD8	.LT245 BSW AS 17					
X37	3.73 REG AXLE	NC	NC		COLUMBUS AGREEMENT	388.00
✓ 90L	PWR EQUIP GROUP	915	832.00		CONCESSION:	<1500.00>
	JOB #1 BUILD					

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

TOTAL \$31,097.00

Attachment: Byers ford Dealership 2020 quote truck replacement (Replacement Vehicle)

VIRT01DP

CNGP530

VEHICLE ORDER CONFIRMATION

08/20/19 14:52:46

==>

Dealer: F47065

2020 F-SERIES SD

Page: 2 of 2

Order No: 0000 Priority: L3 Ord FIN: QC317 Order Type: 5B Price Level: 015

Ord Code: 600A Cust/Fit Name: REYNOLDSBURG PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
512	SPARE TIRE/WHL2	NC	NC	TOTAL	\$43365	\$38209.80
✓ 52B	BRAKE CONTROLLER	270	246.00	*THIS IS NOT AN INVOICE*		
✓ 525	CRUISE CONTROL	235	214.00			
	TELE TT MIR-PWR					
	JACK					
✓ 66S	UPFITTER SWITCH	165	150.00			
67E	240 AMP ALTRNTR	85	78.00			
✓ 924	PRIVACY GLASS	30	27.00			
	SP DLR ACCT ADJ		(1839.00)			
	SP FLT ACCT CR		(1149.00)			
	FUEL CHARGE		22.80			
B4A	NET INV FLT OPT	NC	7.00			
	DEST AND DELIV	1595	1595.00			

TOTAL BASE AND OPTIONS 43365 38209.80

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC03919

V1DP0381

2,6

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

DATE: **September 23, 2019**

TO: **Public Service and Transportation Committee**

RE: **Appropriation of Funds for the Traffic Light at Kroger**

Approval:

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

Emergency/Suspension: Emergency

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

These funds were previously approved and accepted from the Franklin County Economic Development Loan for Main Street Improvements and the Kroger traffic light. The emergency legislation is needed to complete the traffic light this year. The remaining balance will be reserved for future work on Main Street.

Request appropriation of \$278,000.00 from the unappropriated Capital Improvements Fund to account number 410.000.0169.5659, Misc Infrastructure. This amount will be reimbursed to the fund (410) when the loan is disbursed.

Request appropriation of \$400,000 from the unappropriate CIF to account number 410 for future Main Street improvements

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **September 23, 2019**

TO: **Public Service and Transportation Committee**

RE: **Water Line Replacement on Roselawn and Rocky Den Court**

Approval:

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

Emergency/Suspension: Emergency

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

Immediate Preservation of the public peace, health, or safety.

Statement of necessity: To complete project prior to winter.

Request legislation for the Mayor to accept the Notice of Award with

EMH&T, 5500 New Albany Road, Columbus, Ohio 43054,

Request Admin/Inspection cost of **\$44,890** (EMH&T Proposal)

Request appropriation of funds from the Water CIP Account 710.000.0000.5621 to account 710.000.0171.5621.

This continues to assist with the OEPA directors findings and orders.

Paul Hellman

From: Andrews, Ryan <randrews@emht.com>
Sent: Thursday, August 29, 2019 7:10 AM
To: Paul Hellman
Cc: Jason Worley; Kalle Gwilliams; Andrew Bowsher
Roselawn and Rocky Den
Subject: Roselawn-Rocky Den WM CS - Proposal.pdf; BidTab_AwardRec_Roselawn.pdf
Attachments:

Paul,

Attached are the award recommendation, bid tabulation, notice of award, and inspection proposal for the Roselawn Ave and Rocky Den Court water main replacements. The legislation should include the following:

- Construction Amount (Fields Excavating Bid): \$458,737
 - Construction Contingency (10% of Bid): \$ 45,874
 - Construction Admin/Insp (EMHT Proposal): \$ 44,890
- TOTAL \$549,501

Please review and let me know if you have any questions. Once the legislation is passed, we'll get the contracts signed and schedule a preconstruction meeting.

Thanks,

Ryan

Ryan M. Andrews, PE, MBA
Senior Project Manager, Associate



EMH&T Engineers, Surveyors, Planners, Scientists
5500 New Albany Road, Columbus, OH 43054
v. 614.775.4555 | c. 614.778.5657 | randrews@emht.com
emht.com



Engineers, Surveyors, Planners, Scientists

August 28, 2019

Mr. Paul Hellman
 Water and Wastewater Superintendent
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Subject: 2019 Water Main Replacement for Roselawn Ave. & Rocky Den Ct.
 Proposal for Construction Phase Engineering Services**

Dear Mr. Hellman:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Water Main Replacement Project for Roselawn & Rocky Den. The City has received bids for these improvements and Fields Excavating Inc. is the apparent low bidder with a total projected contract amount of \$458,737. The construction duration for the project is 240 calendar days, and is anticipated to commence in September, 2019.

SCOPE OF SERVICES

EMH&T will provide construction phase engineering services for the above referenced improvements to include the following tasks:

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting summary for the City and attendees
- b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
- c. Conduct Progress Meetings (as directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
 - i. EMH&T will provide for the meeting the following:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- d. EMH&T will have weekly meetings with the Contractor onsite to discuss their work plan for the current week and any changes or items which need to be addressed. EMH&T will coordinate with the City's Service Director on the status and content of these discussions.

- e. Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules to the City for review and comment.
 - i. Review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the contract documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor
 - ii. Make recommendation to the Owner for time extension requests from the Contractor
 - iii. Require the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements
 - iv. Provide guidance to help minimize delays and regain time lost due to delays
- f. EMH&T's project representative will provide a point of contact for residents, businesses, and traveling public. The representative will walk the project corridor prior to construction to introduce themselves and provide contact information to the businesses. EMH&T will coordinate these discussions with the City's Service Director.
- g. EMH&T will maintain logs of quantities and prepare/generate pay documentation for City and contractor.
 - i. Maintain a log of quantities for payment.
 - ii. Generate monthly and final pay estimates.
 - iii. Review Contractor's claims and address whether or not Contractor's requests for additional compensation are justified.
 - iv. Generate change orders and process the change orders for Contractor and City.
 - v. Maintain a record of the work performed to include correspondence and daily observation reports.
- h. EMH&T will conduct final project walk through with the City and generate a punchlist.
 - i. Prepare punchlists for work performed not in accordance with the contract documents.
 - ii. Reassess punchlists until work is completed in accordance with the contract documents
 - iii. Submit a recommendation for acceptance of the project.
- i. Prepare a 1-Year warranty punchlist and coordinate with the Contractor to address required warranty work. EMH&T will coordinate with the City prior to conducting the 1-Year warranty review to allow the City to provide input and participate in warranty review.
- j. Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings. EMH&T will prepare and provide record drawings of the completed work.

2. Records/Document Control:

- a. Copies of the correspondence, change orders and pay estimates will be made available for the City to review.
- b. EMH&T will coordinate with the City to provide the following information for the City's review and retention:
 - i. Observation Reports
 - ii. Submittals
 - iii. Meeting Agendas, Sign In Sheets, and Minutes
 - iv. Material Testing Results
 - v. Project Schedule

3. Design Consultation During Construction:

- a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
 - i. Review submittals and shop drawings for conformance with the plans and specifications
 - ii. Provide to the City those submittals requiring specific comments such as MOT plans and resident/business notifications. EMH&T will meet with the Service Department to discuss these specific submittals and coordinate the comments/approval, as necessary.
 - iii. Copies of the shop drawings and submittals will be made available for the City.
- b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.

4. Resident Project Representation:

- a. Provide on-site construction observation during the contract duration as required.
- b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
- c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
- d. Copies of the daily observation reports will be made available for the City to review.
- e. Monitor completed work and provide the City a recommendation for acceptance.
- f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
- g. Reassess punchlist items until the work is completed in accordance with the contract documents.
- h. Perform a 1-year warranty review.

5. Material Testing:

- a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
- b. Nuclear density testing of the upper 3 feet of soil and/or granular water, storm and sewer trench backfill.
- c. Observe a proofroll of prepared roadway subgrade soils.
- d. Observe a proofroll of prepared roadway aggregate base.
- e. Nuclear density testing of roadway aggregate base.
- f. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- g. Prepare and test concrete compressive strength cylinders.
- h. Copies of the material testing reports will be made available for the City to review.

EXCLUSIONS:

EMH&T shall not be responsible for:

- a. Contractor's means, methods, procedure, or safety precautions.
- b. Construction layout staking will be performed by the Contractor.
- c. GIS website updates and mapping services.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 240 days.

FEE

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

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$15,565.00
Design Consultation During Construction	\$1,755.00
Resident/Standby Representation	\$24,100.00
EMH&T Labor Fee	\$41,420.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$3,470.00
PROJECT TOTAL FEE	\$44,890.00

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,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number



August 28, 2019

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

Re: Water Main Replacement Project for Roselawn Avenue & Rocky Den Court

Dear Mr. McCloud,

We have completed our analysis of the bids received on August 23, 2019 for the Water Main Replacement Project for Roselawn Avenue & Rocky Den Court. Based on our review of the public bid results, we recommend that the contract be awarded to Fields Excavating Inc. for the amount of \$458,737.00 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Ryan M. Andrews, PE

Attachments:

Bid Tabulation
Notice of Award of Contract

Attachment: BidTab_AwardRec_Roselawn (Water Main Replacement Project - EMH&T)

CITY OF REYNOLDSBURG, OHIO
Water Main Replacement Project for Roselawn Avenue & Rocky Den Court
EMH&T JN: 2019-0347
Bids Received: August 23, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Fields Excavating Inc. 177 Twp Rd 191 Kitts Hill, OH 45645		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Danbert, Inc. 8077 Memorial Dr. Plain City, OH 43064		Conie Construction Co. 1340 Windsor Ave. Columbus, OH 43211	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Roselawn Avenue (Lucks-West to Lucks-East)														
1	259	Permanent Pavement Replacement, Type 2B, Per R-2	570	S.Y.	\$90.00	\$51,300.00	\$100.00	\$57,000.00	\$85.00	\$48,450.00	\$137.00	\$78,090.00	\$140.00	\$79,800.00
2	608	Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9	100	S.F.	\$11.00	\$1,100.00	\$10.00	\$1,000.00	\$14.00	\$1,400.00	\$59.00	\$5,900.00	\$20.00	\$2,000.00
3	609	Standard Combined Curb & Gutter (Removal & Replacement), Per R-6	40	L.F.	\$50.00	\$2,000.00	\$80.00	\$3,200.00	\$47.00	\$1,880.00	\$75.00	\$3,000.00	\$50.00	\$2,000.00
4	653	Topsoil, Furnished and Placed (D=3", Typ.)	5	C.Y.	\$100.00	\$500.00	\$100.00	\$500.00	\$150.00	\$750.00	\$122.00	\$610.00	\$50.00	\$250.00
5	659	Seeding and Mulching, Per Plan	60	S.Y.	\$8.00	\$480.00	\$12.50	\$750.00	\$16.00	\$960.00	\$19.00	\$1,140.00	\$10.00	\$600.00
6	801	8-in C-900 Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	1,225	L.F.	\$120.00	\$147,000.00	\$151.00	\$184,975.00	\$102.00	\$124,950.00	\$121.00	\$148,225.00	\$165.00	\$202,125.00
7	801	6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	36	L.F.	\$105.00	\$3,780.00	\$147.00	\$5,292.00	\$210.00	\$7,560.00	\$189.00	\$6,804.00	\$150.00	\$5,400.00
8	801*	Ductile Iron Fittings, Increase or Decrease	1,225	Lbs.	\$3.00	\$3,675.00	\$2.00	\$2,450.00	\$6.00	\$7,350.00	\$3.95	\$4,838.75	\$1.00	\$1,225.00
9	802	8-in Water Valve with HD Box, Per WA-9	1	Ea.	\$2,500.00	\$2,500.00	\$1,450.00	\$1,450.00	\$1,750.00	\$1,750.00 ^A	\$1,596.00	\$1,596.00	\$2,000.00	\$2,000.00
10	802	6-in Water Valve with HD Box, Per WA-9	8	Ea.	\$2,000.00	\$16,000.00	\$1,100.00	\$8,800.00	\$1,300.00	\$10,400.00 ^B	\$1,265.00	\$10,120.00	\$1,500.00	\$12,000.00
11	805	3/4-in Water Service, Transferred (Long) w/New Service Box, Per WA-4	15	Ea.	\$2,250.00	\$33,750.00	\$1,800.00	\$27,000.00	\$2,450.00	\$36,750.00	\$2,298.00	\$34,470.00	\$2,500.00	\$37,500.00
12	805	3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4	15	Ea.	\$1,850.00	\$27,750.00	\$1,500.00	\$22,500.00	\$2,550.00	\$38,250.00	\$2,149.00	\$32,235.00	\$2,000.00	\$30,000.00
13	808	Cut and Plug Existing 8-in Water Main	2	Ea.	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$2,100.00	\$4,200.00	\$2,062.00	\$4,124.00	\$1,000.00	\$2,000.00
14	809	Fire Hydrant, Type A, Per WA-10	4	Ea.	\$4,000.00	\$16,000.00	\$4,200.00	\$16,800.00	\$3,800.00	\$15,200.00	\$3,391.00	\$13,564.00	\$4,000.00	\$16,000.00
15	809	Fire Hydrant, Removed and Delivered to the City	3	Ea.	\$1,000.00	\$3,000.00	\$800.00	\$2,400.00	\$475.00	\$1,425.00	\$985.00	\$2,955.00	\$750.00	\$2,250.00
16	810	Fire Hydrant Extension, 6-in Height	4	Ea.	\$1,200.00	\$4,800.00	\$600.00	\$2,400.00	\$760.00	\$3,040.00	\$731.00	\$2,924.00	\$400.00	\$1,600.00
Rocky Den Court														
17	259	Permanent Pavement Replacement, Type 2B, Per R-2	130	S.Y.	\$120.00	\$15,600.00	\$100.00	\$13,000.00	\$86.00	\$11,180.00	\$141.00	\$18,330.00	\$140.00	\$18,200.00
18	608	Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9	50	S.F.	\$11.00	\$550.00	\$10.00	\$500.00	\$14.00	\$700.00	\$59.00	\$2,950.00	\$20.00	\$1,000.00
19	609	Standard Combined Curb & Gutter (Removal & Replacement), Per R-6	50	L.F.	\$50.00	\$2,500.00	\$80.00	\$4,000.00	\$46.00	\$2,300.00	\$75.00	\$3,750.00	\$50.00	\$2,500.00
20	653	Topsoil, Furnished and Placed (D=3", Typ.)	1	C.Y.	\$100.00	\$100.00	\$100.00	\$100.00	\$150.00	\$150.00	\$536.00	\$536.00	\$50.00	\$50.00
21	659	Seeding and Mulching, Per Plan	5	S.Y.	\$8.00	\$40.00	\$300.00	\$1,500.00	\$16.00	\$80.00	\$22.00	\$110.00	\$10.00	\$50.00
22	801	8-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	122	L.F.	\$120.00	\$14,640.00	\$158.00	\$19,276.00	\$150.00	\$18,300.00	\$138.00	\$16,836.00	\$165.00	\$20,130.00
23	801	6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	150	L.F.	\$105.00	\$15,750.00	\$147.00	\$22,050.00	\$116.00	\$17,400.00	\$119.00	\$17,850.00	\$150.00	\$22,500.00
24	801*	Ductile Iron Fittings, Increase or Decrease	272	Lbs.	\$3.00	\$816.00	\$2.00	\$544.00	\$6.00	\$1,632.00	\$3.95	\$1,074.40	\$1.00	\$272.00
25	802	8-in Water Valve with HD Box, Per WA-9	1	Ea.	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$1,750.00	\$1,750.00	\$1,596.00	\$1,596.00	\$2,000.00	\$2,000.00
26	802	6-in Water Valve with HD Box, Per WA-9	3	Ea.	\$2,000.00	\$6,000.00	\$1,450.00	\$4,350.00	\$1,300.00	\$3,900.00 ^B	\$1,265.00	\$3,795.00	\$1,500.00	\$4,500.00
27	805	3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4	6	Ea.	\$1,850.00	\$11,100.00	\$1,500.00	\$9,000.00	\$2,700.00	\$16,200.00 ^B	\$2,327.00	\$13,962.00	\$2,000.00	\$12,000.00
28	808	Cut and Plug Existing 2-in Water Main	1	Ea.	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00	\$2,021.00	\$2,021.00	\$1,000.00	\$1,000.00
29	809	Fire Hydrant, Type A, Per WA-10	1	Ea.	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$3,391.00	\$3,391.00	\$4,000.00	\$4,000.00
30	809	Fire Hydrant, Type B, Per WA-12	1	Ea.	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$3,660.00	\$3,660.00	\$4,000.00	\$4,000.00
General Items														
31	207	Sedimentation and Erosion Control	1	L.S.	\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$4,752.00	\$4,752.00	\$2,000.00	\$2,000.00
32	614	Maintenance of Traffic	1	L.S.	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$25,000.00	\$25,000.00	\$4,363.00	\$4,363.00	\$9,000.00	\$9,000.00
33	615	Temporary Pavement	690	S.Y.	\$25.00	\$17,250.00	\$25.00	\$17,250.00	\$18.50	\$12,765.00	\$12.00	\$8,280.00	\$15.00	\$10,350.00
34	623	Construction Layout Stakes	1	L.S.	\$11,000.00	\$11,000.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$5,871.00	\$5,871.00	\$7,500.00	\$7,500.00
35	811*	Increase or Decrease in Excavation and Backfill	400	C.Y.	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$68.00	\$27,200.00	\$62.00	\$24,800.00	\$50.00	\$20,000.00
36	SPEC	Water Coordinate Table	1	L.S.	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,714.00	\$2,714.00	\$2,000.00	\$2,000.00
*Contingency Items					BIDDER'S TOTAL FOR BASE BID =		\$467,481.00		\$474,822.00		\$491,237.15		\$539,802.00	
					CORRECTED BIDDER'S TOTAL FOR BASE BID =		NA		\$459,172.00		NA		NA	

^A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder

^B Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder



BY:

Ryan M. Andrews, PE

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054

_____, 2019

Sent by Regular US Mail

Surety:

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196

Surety Agent:

Overmyer Hall Associates

1600 W. Lane Ave. Ste. 200

Columbus, OH 43221

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Fields Excavating, Inc. (Contractor) has been awarded a contract for **Water Main Replacement Project for Roselawn Avenue & Rocky Den Court** in the amount of **\$458,737.00** by the City of Reynoldsburg.

Thank you,

By _____

Name/Title: Brad McCloud, Mayor

Attachment: BidTab_AwardRec_Roselawn (Water Main Replacement Project - EMH&T)

NTS

Clerk of Council
April Beggerow
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **September 23, 2019**

TO: **Public Service and Transportation Committee**

RE: **Water Line Replacement on Roselawn and Rocky Den Court**

Approval:

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

Emergency/Suspension: Emergency

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

Immediate Preservation of the public peace, health, or safety.

Statement of necessity: To complete project prior to winter.

Fields Excavating, 177 Twp Rd Kitts Hill, Ohio 45645, for the 2019 Water Main Replacement

Construction amount of \$458,737 (Fields Excavating Bid Amount)

Contingency 10% of Bid amount of \$45,874

Total amount.... \$504, 611.00

Request appropriation from the Water CIP Account 710.000.0000.5621 to account 710.000.0171.5621.

This continues to assist with the OEPA directors findings and orders.

Paul Hellman

From: Andrews, Ryan <randrews@emht.com>
Sent: Thursday, August 29, 2019 7:10 AM
To: Paul Hellman
Cc: Jason Worley; Kalle Gwilliams; Andrew Bowsher
Subject: Roselawn and Rocky Den
Attachments: Roselawn-Rocky Den WM CS - Proposal.pdf; BidTab_AwardRec_Roselawn.pdf

Paul,

Attached are the award recommendation, bid tabulation, notice of award, and inspection proposal for the Roselawn Ave and Rocky Den Court water main replacements. The legislation should include the following:

- Construction Amount (Fields Excavating Bid): \$458,737
 - Construction Contingency (10% of Bid): \$ 45,874
 - Construction Admin/Insp (EMHT Proposal): \$ 44,890
- TOTAL \$549,501

Please review and let me know if you have any questions. Once the legislation is passed, we'll get the contracts signed and schedule a preconstruction meeting.

Thanks,

Ryan

Ryan M. Andrews, PE, MBA
 Senior Project Manager, Associate



EMH&T Engineers, Surveyors, Planners, Scientists
 5500 New Albany Road, Columbus, OH 43054
 v. 614.775.4555 | c. 614.778.5657 | randrews@emht.com
emht.com



Engineers, Surveyors, Planners, Scientists

August 28, 2019

Mr. Paul Hellman
 Water and Wastewater Superintendent
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Subject: 2019 Water Main Replacement for Roselawn Ave. & Rocky Den Ct.
 Proposal for Construction Phase Engineering Services**

Dear Mr. Hellman:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Water Main Replacement Project for Roselawn & Rocky Den. The City has received bids for these improvements and Fields Excavating Inc. is the apparent low bidder with a total projected contract amount of \$458,737. The construction duration for the project is 240 calendar days, and is anticipated to commence in September, 2019.

SCOPE OF SERVICES

EMH&T will provide construction phase engineering services for the above referenced improvements to include the following tasks:

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting summary for the City and attendees
- b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
- c. Conduct Progress Meetings (as directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
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 - iii. Require the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements
 - iv. Provide guidance to help minimize delays and regain time lost due to delays
- f. EMH&T's project representative will provide a point of contact for residents, businesses, and traveling public. The representative will walk the project corridor prior to construction to introduce themselves and provide contact information to the businesses. EMH&T will coordinate these discussions with the City's Service Director.
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 - i. Maintain a log of quantities for payment.
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- i. Prepare a 1-Year warranty punchlist and coordinate with the Contractor to address required warranty work. EMH&T will coordinate with the City prior to conducting the 1-Year warranty review to allow the City to provide input and participate in warranty review.
- j. Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings. EMH&T will prepare and provide record drawings of the completed work.

2. Records/Document Control:

- a. Copies of the correspondence, change orders and pay estimates will be made available for the City to review.
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 - i. Observation Reports
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3. Design Consultation During Construction:

- a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
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- b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.

4. Resident Project Representation:

- a. Provide on-site construction observation during the contract duration as required.
- b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
- c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
- d. Copies of the daily observation reports will be made available for the City to review.
- e. Monitor completed work and provide the City a recommendation for acceptance.
- f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
- g. Reassess punchlist items until the work is completed in accordance with the contract documents.
- h. Perform a 1-year warranty review.

5. Material Testing:

- a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
- b. Nuclear density testing of the upper 3 feet of soil and/or granular water, storm and sewer trench backfill.
- c. Observe a proofroll of prepared roadway subgrade soils.
- d. Observe a proofroll of prepared roadway aggregate base.
- e. Nuclear density testing of roadway aggregate base.
- f. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- g. Prepare and test concrete compressive strength cylinders.
- h. Copies of the material testing reports will be made available for the City to review.

EXCLUSIONS:

EMH&T shall not be responsible for:

- a. Contractor's means, methods, procedure, or safety precautions.
- b. Construction layout staking will be performed by the Contractor.
- c. GIS website updates and mapping services.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 240 days.

FEE

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

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$15,565.00
Design Consultation During Construction	\$1,755.00
Resident/Standby Representation	\$24,100.00
EMH&T Labor Fee	\$41,420.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$3,470.00
PROJECT TOTAL FEE	\$44,890.00

2019 Water Main Replacement for Roselawn Ave. & Rocky Den Ct.
City of Reynoldsburg

Page 5 of 5

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,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

Attachment: Roselawn-Rocky Den WM CS - Proposal (Water Main Replacement Project - Fields Excavating)



August 28, 2019

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

Re: Water Main Replacement Project for Roselawn Avenue & Rocky Den Court

Dear Mr. McCloud,

We have completed our analysis of the bids received on August 23, 2019 for the Water Main Replacement Project for Roselawn Avenue & Rocky Den Court. Based on our review of the public bid results, we recommend that the contract be awarded to Fields Excavating Inc. for the amount of \$458,737.00 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Ryan M. Andrews, PE

Attachments:

Bid Tabulation
Notice of Award of Contract

Attachment: BidTab_AwardRec_Roselawn (Water Main Replacement Project - Fields Excavating)

CITY OF REYNOLDSBURG, OHIO
Water Main Replacement Project for Roselawn Avenue & Rocky Den Court
EMH&T JN: 2019-0347
Bids Received: August 23, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Fields Excavating Inc. 177 Twp Rd 191 Kitts Hill, OH 45645		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Danbert, Inc. 8077 Memorial Dr. Plain City, OH 43064		Conie Construction Co. 1340 Windsor Ave. Columbus, OH 43211	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Roselawn Avenue (Lucks-West to Lucks-East)														
1	259	Permanent Pavement Replacement, Type 2B, Per R-2	570	S.Y.	\$90.00	\$51,300.00	\$100.00	\$57,000.00	\$85.00	\$48,450.00	\$137.00	\$78,090.00	\$140.00	\$79,800.00
2	608	Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9	100	S.F.	\$11.00	\$1,100.00	\$10.00	\$1,000.00	\$14.00	\$1,400.00	\$59.00	\$5,900.00	\$20.00	\$2,000.00
3	609	Standard Combined Curb & Gutter (Removal & Replacement), Per R-6	40	L.F.	\$50.00	\$2,000.00	\$80.00	\$3,200.00	\$47.00	\$1,880.00	\$75.00	\$3,000.00	\$50.00	\$2,000.00
4	653	Topsoil, Furnished and Placed (D=3", Typ.)	5	C.Y.	\$100.00	\$500.00	\$100.00	\$500.00	\$150.00	\$750.00	\$122.00	\$610.00	\$50.00	\$250.00
5	659	Seeding and Mulching, Per Plan	60	S.Y.	\$8.00	\$480.00	\$12.50	\$750.00	\$16.00	\$960.00	\$19.00	\$1,140.00	\$10.00	\$600.00
6	801	8-in C-900 Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	1,225	L.F.	\$120.00	\$147,000.00	\$151.00	\$184,975.00	\$102.00	\$124,950.00	\$121.00	\$148,225.00	\$165.00	\$202,125.00
7	801	6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	36	L.F.	\$105.00	\$3,780.00	\$147.00	\$5,292.00	\$210.00	\$7,560.00	\$189.00	\$6,804.00	\$150.00	\$5,400.00
8	801*	Ductile Iron Fittings, Increase or Decrease	1,225	Lbs.	\$3.00	\$3,675.00	\$2.00	\$2,450.00	\$6.00	\$7,350.00	\$3.95	\$4,838.75	\$1.00	\$1,225.00
9	802	8-in Water Valve with HD Box, Per WA-9	1	Ea.	\$2,500.00	\$2,500.00	\$1,450.00	\$1,450.00	\$1,750.00	\$1,750.00 ^A	\$1,596.00	\$1,596.00	\$2,000.00	\$2,000.00
10	802	6-in Water Valve with HD Box, Per WA-9	8	Ea.	\$2,000.00	\$16,000.00	\$1,100.00	\$8,800.00	\$1,300.00	\$10,400.00 ^B	\$1,265.00	\$10,120.00	\$1,500.00	\$12,000.00
11	805	3/4-in Water Service, Transferred (Long) w/New Service Box, Per WA-4	15	Ea.	\$2,250.00	\$33,750.00	\$1,800.00	\$27,000.00	\$2,450.00	\$36,750.00	\$2,298.00	\$34,470.00	\$2,500.00	\$37,500.00
12	805	3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4	15	Ea.	\$1,850.00	\$27,750.00	\$1,500.00	\$22,500.00	\$2,550.00	\$38,250.00	\$2,149.00	\$32,235.00	\$2,000.00	\$30,000.00
13	808	Cut and Plug Existing 8-in Water Main	2	Ea.	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$2,100.00	\$4,200.00	\$2,062.00	\$4,124.00	\$1,000.00	\$2,000.00
14	809	Fire Hydrant, Type A, Per WA-10	4	Ea.	\$4,000.00	\$16,000.00	\$4,200.00	\$16,800.00	\$3,800.00	\$15,200.00	\$3,391.00	\$13,564.00	\$4,000.00	\$16,000.00
15	809	Fire Hydrant, Removed and Delivered to the City	3	Ea.	\$1,000.00	\$3,000.00	\$800.00	\$2,400.00	\$475.00	\$1,425.00	\$985.00	\$2,955.00	\$750.00	\$2,250.00
16	810	Fire Hydrant Extension, 6-in Height	4	Ea.	\$1,200.00	\$4,800.00	\$600.00	\$2,400.00	\$760.00	\$3,040.00	\$731.00	\$2,924.00	\$400.00	\$1,600.00
Rocky Den Court														
17	259	Permanent Pavement Replacement, Type 2B, Per R-2	130	S.Y.	\$120.00	\$15,600.00	\$100.00	\$13,000.00	\$86.00	\$11,180.00	\$141.00	\$18,330.00	\$140.00	\$18,200.00
18	608	Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9	50	S.F.	\$11.00	\$550.00	\$10.00	\$500.00	\$14.00	\$700.00	\$59.00	\$2,950.00	\$20.00	\$1,000.00
19	609	Standard Combined Curb & Gutter (Removal & Replacement), Per R-6	50	L.F.	\$50.00	\$2,500.00	\$80.00	\$4,000.00	\$46.00	\$2,300.00	\$75.00	\$3,750.00	\$50.00	\$2,500.00
20	653	Topsoil, Furnished and Placed (D=3", Typ.)	1	C.Y.	\$100.00	\$100.00	\$100.00	\$100.00	\$150.00	\$150.00	\$536.00	\$536.00	\$50.00	\$50.00
21	659	Seeding and Mulching, Per Plan	5	S.Y.	\$8.00	\$40.00	\$300.00	\$1,500.00	\$16.00	\$80.00	\$22.00	\$110.00	\$10.00	\$50.00
22	801	8-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	122	L.F.	\$120.00	\$14,640.00	\$158.00	\$19,276.00	\$150.00	\$18,300.00	\$138.00	\$16,836.00	\$165.00	\$20,130.00
23	801	6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	150	L.F.	\$105.00	\$15,750.00	\$147.00	\$22,050.00	\$116.00	\$17,400.00	\$119.00	\$17,850.00	\$150.00	\$22,500.00
24	801*	Ductile Iron Fittings, Increase or Decrease	272	Lbs.	\$3.00	\$816.00	\$2.00	\$544.00	\$6.00	\$1,632.00	\$3.95	\$1,074.40	\$1.00	\$272.00
25	802	8-in Water Valve with HD Box, Per WA-9	1	Ea.	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$1,750.00	\$1,750.00	\$1,596.00	\$1,596.00	\$2,000.00	\$2,000.00
26	802	6-in Water Valve with HD Box, Per WA-9	3	Ea.	\$2,000.00	\$6,000.00	\$1,450.00	\$4,350.00	\$1,300.00	\$3,900.00 ^B	\$1,265.00	\$3,795.00	\$1,500.00	\$4,500.00
27	805	3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4	6	Ea.	\$1,850.00	\$11,100.00	\$1,500.00	\$9,000.00	\$2,700.00	\$16,200.00 ^B	\$2,327.00	\$13,962.00	\$2,000.00	\$12,000.00
28	808	Cut and Plug Existing 2-in Water Main	1	Ea.	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00	\$2,021.00	\$2,021.00	\$1,000.00	\$1,000.00
29	809	Fire Hydrant, Type A, Per WA-10	1	Ea.	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$3,600.00	\$3,600.00	\$3,391.00	\$3,391.00	\$4,000.00	\$4,000.00
30	809	Fire Hydrant, Type B, Per WA-12	1	Ea.	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$3,660.00	\$3,660.00	\$4,000.00	\$4,000.00
General Items														
31	207	Sedimentation and Erosion Control	1	L.S.	\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$4,752.00	\$4,752.00	\$2,000.00	\$2,000.00
32	614	Maintenance of Traffic	1	L.S.	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$25,000.00	\$25,000.00	\$4,363.00	\$4,363.00	\$9,000.00	\$9,000.00
33	615	Temporary Pavement	690	S.Y.	\$25.00	\$17,250.00	\$25.00	\$17,250.00	\$18.50	\$12,765.00	\$12.00	\$8,280.00	\$15.00	\$10,350.00
34	623	Construction Layout Stakes	1	L.S.	\$11,000.00	\$11,000.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$5,871.00	\$5,871.00	\$7,500.00	\$7,500.00
35	811*	Increase or Decrease in Excavation and Backfill	400	C.Y.	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$68.00	\$27,200.00	\$62.00	\$24,800.00	\$50.00	\$20,000.00
36	SPEC	Water Coordinate Table	1	L.S.	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,714.00	\$2,714.00	\$2,000.00	\$2,000.00
*Contingency Items														
BIDDER'S TOTAL FOR BASE BID =					\$467,481.00		\$458,737.00		\$474,822.00		\$491,237.15		\$539,802.00	
CORRECTED BIDDER'S TOTAL FOR BASE BID =					NA		NA		\$459,172.00		NA		NA	

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

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

Attachment: BidTab_AwardRec_Roselawn (Water Main Replacement Project - Fields Excavating)

_____, 2019

Sent by Regular US Mail

Surety:

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196

Surety Agent:

Overmyer Hall Associates

1600 W. Lane Ave. Ste. 200

Columbus, OH 43221

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Fields Excavating, Inc. (Contractor) has been awarded a contract for **Water Main Replacement Project for Roselawn Avenue & Rocky Den Court** in the amount of **\$458,737.00** by the City of Reynoldsburg.

Thank you,

By _____

Name/Title: Brad McCloud, Mayor

Attachment: BidTab_AwardRec_Roselawn (Water Main Replacement Project - Fields Excavating)

NTS

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****RESOLUTION REQUEST****DATE: September 23, 2019****TO: Finance and Administration Committee****RE:** 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 1st

Approval:

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

Emergency/Suspension: Emergency

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

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, 2020; 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;

AND BE IT FURTHER RESOLVED that:

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

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.

**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**

(CITY COUNCIL)

OHIO REVISED CODE, SECTION 5705.34, 5705.35

The Council of the City of REYNOLDSBURG, Franklin County

Ohio, met in _____ session on the _____ day of _____,
(Regular or Special)

2019, at the office of _____ with the following members

present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2020; and

WHEREAS, The Budget Commission of Franklin County, Ohio, has certified its
action thereon to this Council together with an estimate by the 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 tax limitation; therefore, be it

RESOLVED, By the Council of the City of REYNOLDSBURG

Franklin County, Ohio, that the amounts and rates, as determined by the Budget

Commission in its certification, be and the same are hereby accepted: and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City
the rate of each tax necessary to be levied within and without the ten mill limitation for tax year
2019 (collection year 2020) as follows:

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

<i>FUND</i>	<i>Amount to be Derived from Levies Outside 10 Mill Limitation</i>	<i>Amount Approved by Budget Commission Inside 10 Mill Limitation</i>	<i>County Auditor's Estimate of Full Tax Rate to Be Levied</i>	
			<i>Inside 10 Mill Limit</i>	<i>Outside 10 Mill Limit</i>
<i>General</i>		\$303,853.73	0.40	
<i>General Fund Charter</i>				
<i>Bond Retirement</i>				
<i>Bond Retirement Charter</i>				
<i>Police Pension</i>		224,952.72	0.30	
<i>Police Operating</i>				
<i>Fire Pension</i>				
<i>Fire Operating</i>				
<i>Police/Fire Pension</i>				
<i>Capital Improvement Charter</i>				
<i>Road & Sidewalk Fund</i>				
TOTAL		\$528,806.45	0.70	

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of

this Resolution to the County Auditor of said County.

_____ *seconded the Resolution and the roll being*

called upon its adoption the vote resulted as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Adopted the _____ day of _____, 2019.

Attest:

Clerk of Council

President of Council

*REYNOLDSBURG
Franklin County, Ohio.*

Attachment: FRcetyacceptingrates (Accept the Amounts and Rates from Franklin County Auditor)

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, Franklin County, ss.

I, _____, Clerk of the Council of the City of

REYNOLDSBURG *within and for said County, and in whose*

custody the Files and Records of said Council are required by the Laws of State of Ohio to be kept

do hereby certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original

document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 2019.

Clerk of Council

REYNOLDSBURG

Franklin County, Ohio.

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES
2019 TAX YEAR COLLECTED IN 2020

FUND	Amount Approved by Budget Com- mission Inside <u>10mill Limitation</u> Column I	Amount to Be Derived from Levies Outside <u>10mill Limitation</u> Column II	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10M <u>Limit</u> III	Outside 10M <u>Limit</u> IV
General	0.00	\$303,853.73	0.400	0.000
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		224,952.72	0.300	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL	0.00	528,806.45	0.700	0.000

Attachment: Franklin County Tax Rate Exhibit.doc (Accept the Amounts and Rates from Franklin County Auditor)

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****RESOLUTION REQUEST****DATE: September 23, 2019****TO: Finance and Administration Committee****RE:** 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 1st

Approval:

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

Emergency/Suspension: Emergency

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

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, 2020; 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;

AND BE IT FURTHER RESOLVED that:

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

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 and the
Mayor’s signature.

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

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

**(1) 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
(CITY COUNCIL)**

Revised Code, Secs., 5705.34-5705.35

The Council of the City of **Reynoldsburg**, Licking
County, Ohio, met in _____ session on the _____ day of _____,
(Regular or Special)
_____, at the office of _____ with the following members
present:

Mr. _____ moved the adoption of the following Resolution:
for the next succeeding fiscal year commencing January 1st, 2020 and

WHEREAS, The Budget Commission of Licking County, Ohio, has certified its action thereon to this
Council together with an estimate by the 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; therefore be it

RESOLVED, By the Council of the City of **Reynoldsburg**
Licking County, Ohio, that the amounts and rates, as determined by the Budget
Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

Attachment: Copy of LKGctyRATE RESOLUTION (Accept the Amounts and Rates from Licking County Auditor)

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of Said County,

Mr. _____seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

- Mr. _____,
- Mr. _____,
- Mr. _____,
- Mr. _____,
- Mr. _____,
- Mr. _____,
- Mr. _____,

Adopted the _____ day of _____,

Attest:

President of Council

Clerk of Council

Attachment: Copy of LKGctyRATE RESOLUTION (Accept the Amounts and Rates from Licking County Auditor)

CERTIFICATE OF COPY

ORIGINAL ON FILE

9.h.b

The State of Ohio, Licking County, ss.

I, _____, Clerk of the Council of the City of **Reynoldsburg**

within and for said County, and in whose custody the Files and Records of said Council are required by
Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the
original _____

_____ now on file, that the foregoing has been compared by me with said original document, and that the same
is a true and correct copy thereof,

WITNESS my signature, this _____ day of _____, _____

Clerk of Council

Attachment: Copy of LKGctyRATE RESOLUTION (Accept the Amounts and Rates from Licking County Auditor)

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later date as may
be approved by the Board of Tax Appeals.

Development Department

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

RESOLUTION REQUEST

DATE: September 23, 2019

TO: Development, Parks and Recreation Committee

RE: Renewal of Multiple City TIFs

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Reason For Emergency: Financial needs of the City's government

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

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

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

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

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

Development Department

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

days of receiving the recommendation.

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

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

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

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

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



MINUTES

2019 LICKING COUNTY TIRC WEDNESDAY, JULY 17, 2019

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

1. Michael Smith, Licking County Auditor

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

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

2. Approval of 2018 Minutes

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

3. Kroger TIF

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

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

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

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

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

No action required

4. Taylor Road TIF #1

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

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

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

5. Taylor Road TIF #2

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

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

6. Summit Road TIF

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

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

7. Comments and Closing

Michael Smith adjourned the meeting at 3:11 pm

Summit Rd #1
Fund 973

10.a.b

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

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

Licking

Attachment: Financial Documents (TIRC Renewals)

Taylor Rd Tif #1
Fund 974

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

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

Taylor Rd Tif #2
Fund 975

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

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



MINUTES

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

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

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

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

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

2. Approval of 2018 Minutes

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

3. Brice Road TIF

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

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

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

4. Comments and Closing

Ms. Cline adjourned the meeting at 4:07 pm

10.a.d

Net TIF Collections

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

Less:

Aud/Treas Fees	844.00	2,363.07
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Delinquent Tax Collection (5%)

Net Distribution	73,827.18	207,973.81
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Effective Class II % to School

Subaccounts

	1st Half 2018	2nd Half 2018
School Revenue Account	44,473.49	125,283.42
Public Improvement Account	29,353.69	82,690.39
	73,827.18	207,973.81

Distribution to Schools

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

Fund 971 (Brice - Main TIF)

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

Franklin
City

FRANKLIN CITY



MINUTES

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

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

1. Jon Slater, Fairfield County Deputy Auditor

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

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

2. Approval of 2018 Minutes

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

3. Taylor Square TIF

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

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

4. Comments and Closing

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

TAYLOR SQUARE TAX INCREMENT FINANCING

10.a.f

Phase I and II	1st Half 2018	2nd Half 2018
Total Phase I Collected	424,971.40	543,107.47
Total Phase II Collected	296,404.94	286,748.26
TOTAL COLLECTED	721,376.34	829,855.73

Effective Class II % to School	66.40%	66.40%
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Subaccounts	1st Half 2018	2nd Half 2018
Phase I Reserve		
Phase I Debt Service	424,971.40	543,107.47
Phase II School Revenue	196,812.88	190,400.84
Phase II Debt Service	99,592.06	96,347.42
	721,376.34	829,855.73

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

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

Attachment: Financial Documents (TIRC Renewals)

Fairfield

Development Department

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

RESOLUTION REQUEST

DATE: September 23, 2019

TO: Development, Parks and Recreation Committee

RE: Special Exemption for Alcohol in Park for Chamber Event

Approval:

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

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

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

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

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

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

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

Development Department

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

ORDINANCE REQUEST

DATE: **September 23, 2019**

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

RE: **RENEWAL OF TAYLOR ROAD TIF**

Approval:

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

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

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

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

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

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the Improvement as defined in ORC Section 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC Sections 3735.65 et. seq. or 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

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

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

- a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.
- b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 9. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

ORDINANCE NO. __-19

PASSED: _____

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

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

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

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

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

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

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

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this

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

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6.

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

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

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

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

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

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

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

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

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

April L. Beggerow, Clerk of Council

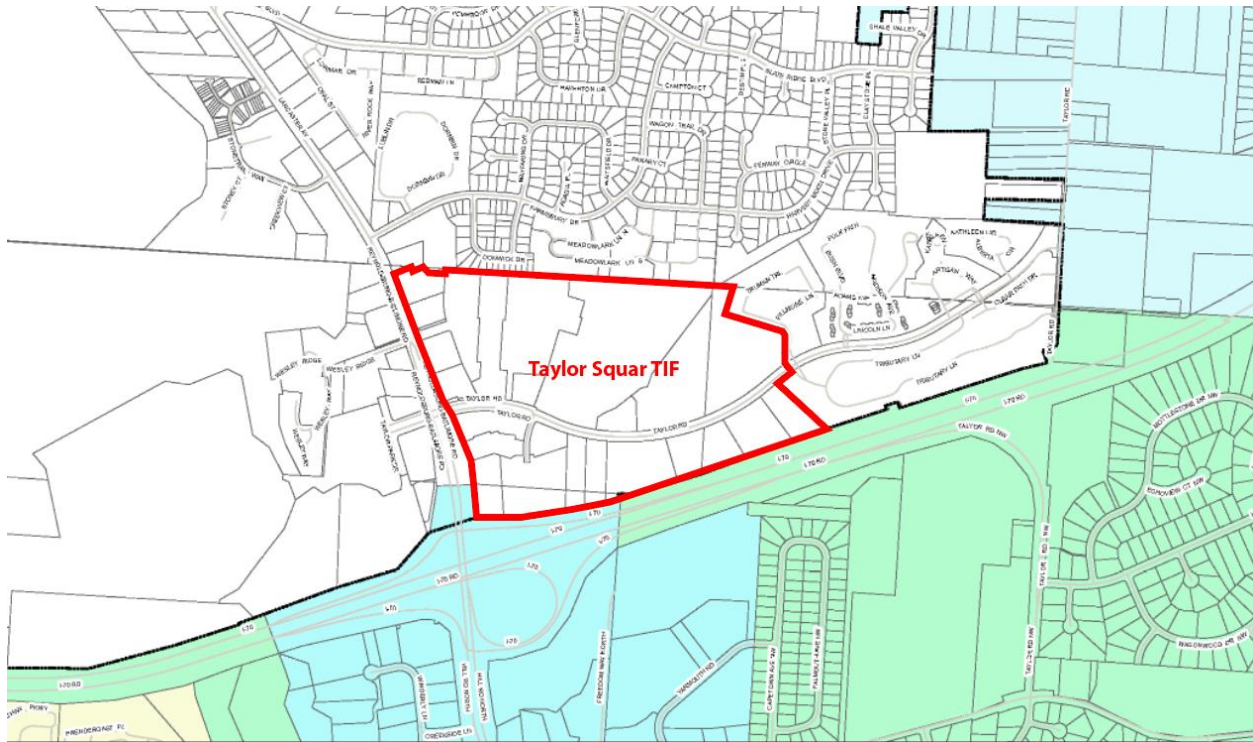
Filed with Mayor: _____

Published: _____

EXHIBIT A IDENTIFICATION AND MAP OF THE PARCELS

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

[attached]



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

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

Development Department

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

ORDINANCE REQUEST

DATE: **September 23, 2019**

TO: **Public Service and Transportation Committee**

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

Approval:

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

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

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

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

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

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

eligible utility costs; the LPA also understands that rights-of-way costs include eligible utility costs; and

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

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

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

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

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

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

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

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

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

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

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

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

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

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

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

Section 6. This Ordinance is hereby adopted by Council and this Resolution shall be in effect thirty days following signature by the Mayor.



OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 5

9600 Jacksontown Rd., Jacksontown, OH 43030

740-323-4400

transportation.ohio.gov

May 20, 2019

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

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

Dear Mr. Kundtz:

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

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

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

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

Respectfully,

Sue Thomas
Ohio Department of Transportation
District 5 Capital Programs

Attachment (1)

Cc: File

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

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

PID 93109

PRELIMINARY LEGISLATION

Rev. 6/26/00

Ordinance/Resolution# _____
Lic-US 40-00.00

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

SECTION I - Project Description

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

Resurfacing and related work on US 40 within Reynoldsburg.

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

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

SECTION IV - Utilities and Right-of-Way Statement

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

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

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

PID 93109

SECTION V - Maintenance

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

SECTION VI - Authority to Sign

The _____ of said Reynoldsburg City Council is hereby empowered on

(Contractual Agent)

(LPA)

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

Transportation necessary to complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Officer of LPA - title)

Attested: _____
(Title)

(President of Council)

This _____ is hereby declared to be an emergency measure to expedite the
(Ordinance/Resolution)
highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PID 93109

CERTIFICATE OF COPY
STATE OF OHIO

Reynoldsburg City Council of Licking County, Ohio
(LPA)

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

(Ordinance/Res
olution)

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

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

Clerk

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

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

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

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

Development Department

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

ORDINANCE REQUEST

DATE: September 23, 2019

TO: Public Service and Transportation Committee

RE: Contract Authorization for 2020 Street Improvement Program

Approval:

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

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

Taylor Mills

Andrea Place

Deerfield Court

Stouder Drive

Wayfaring Drive

Featherleaf Court

Wayfaring Court

Priestley Drive (Taylor Road to Franklin County line)

Lininck Drive

Bergenia Drive

Fallriver (near Lindbrook Court)

Development Department

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

Crofton Place

Acadia Place

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

is 410.000.0174.5651 2020 Street Program Street Resurfacing.

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

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

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

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

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

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

July 9, 2019

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

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

Dear Mr. Kundtz:

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

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

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

SCOPE OF SERVICES

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

1. Street Resurfacing Program

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

2. Bidding Services

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

EXCLUSIONS:

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

SCHEDULE

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

FEE

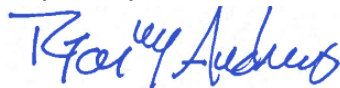
These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the Fee Summary table, below, without prior authorization from the City.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

EMH&T SERVICES FEE SUMMARY

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

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

Respectfully submitted,



Ryan M. Andrews, PE

cc: Andrew Bowsher, Director of Development

Attachment: 2020 Street Project List/Budget

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

Page 3 of 3

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

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

CITY OF REYNOLDSBURG
Proposed 2020 Roadway Projects

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

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

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

ORDINANCE REQUEST

DATE: September 23, 2019

TO: Finance and Administration Committee

RE: Novatime Technology, Inc. 60-Month Contract

Approval:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

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



10.f.a

RENTAL ORDER FORM

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

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

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

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

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____



Workforce Management Time & Attendance Solution

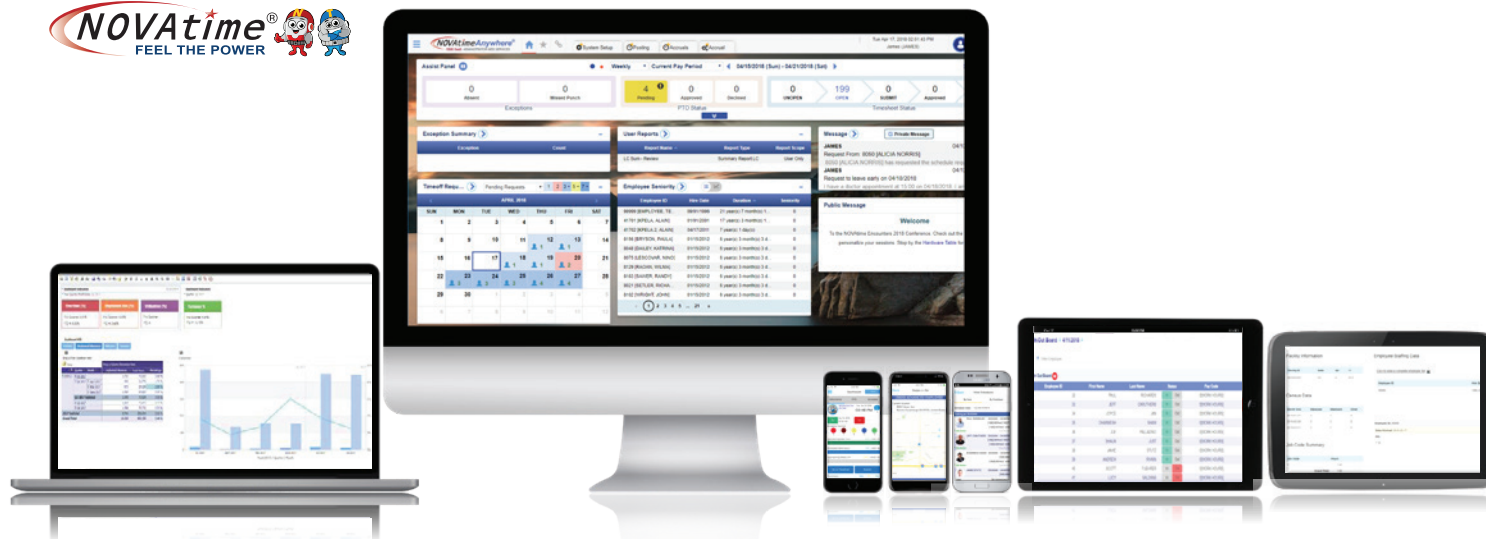
Desired Outcomes, Delivered



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



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



About NOVAtime

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

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

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





Minimize Compliance Risk

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

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

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

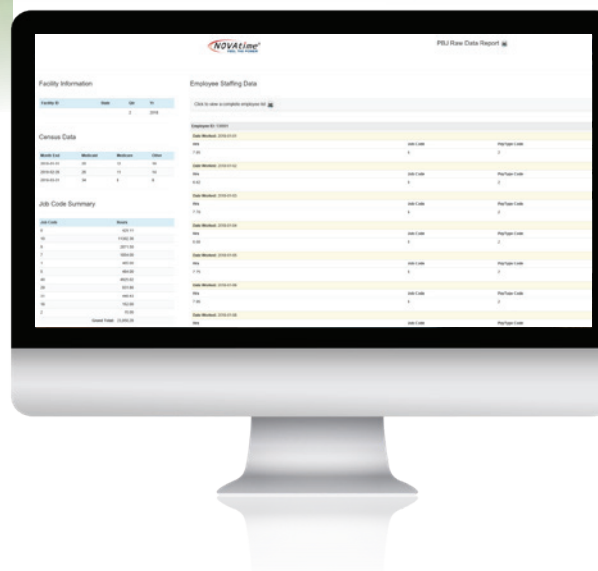
- Management of all employee categories
- Complex overtime and pay-per-performance calculations
- Fully configurable meals and breaks by shift, with penalties for user-defined policy violations



Affordable Care Act

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

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



Comply with the Affordable Care Act

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

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





Accruals and Leave Management

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

The system supports:

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

Fully Automated Leave Request Management

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

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



Desired Outcomes, Delivered





A Wide Variety of Time Clock Options

Pay-Per-Performance

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

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

Attendance Management

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

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

Mobile Solutions

Full Supervisor and Employee functionality on the go:

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

Wide Selection of Data Collection Devices





Cost Control and Trusted Security

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

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

Less IT Management

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

Budget Friendly

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

Current & Secure

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

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



Desired Outcomes, Delivered





The Elite Cloud-based Workforce Management Solution

Feel the Power

Ask NOVAtime how our solutions
are green and earth friendly



Visit NOVAtime online: www.NOVAtime.com

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Packet Pg. 196

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: September 23, 2019****TO:****RE: Renewal of Employee Life, ADD and Disability Insurance**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, NE 68175 for employee Life, Accidental Dismemberment & Disability, Short Term Disability and Long Term Disability beginning WHEREAS, the City of Reynoldsburg has a contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Dismemberment and Disability, Short Term Disability and Long Term Disability; and

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

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

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

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Dismemberment & Disability, Short Term Disability and Long Term Disability beginning January 1, 2020 through December 31, 2022.



Renewal Information and Exhibits

Prepared For:

City of Reynoldsburg

Group ID: G000B9KT

Renewal Effective Date: January 1, 2020

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



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

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

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

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

Renewal Contact Information

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



CITY OF REYNOLDSBURG

LIFE AND AD&D

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

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

Life

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

Class Description

All Eligible Managers, Directors and Municipal Employees

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

All Eligible Police Dispatchers

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

Employee Rate Basis - per \$1,000

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

AD&D

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

Employee Rate Basis - per \$1,000

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



CITY OF REYNOLDSBURG

VOLUNTARY LIFE AND AD&D

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

Voluntary Life

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

Class Description

All Eligible Managers, Directors and Municipal Employees

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

All Eligible Police Dispatchers

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

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Current Rate	Renewal Rate
Less than 24	\$0.06	\$0.06
25-29	\$0.08	\$0.08
30-34	\$0.09	\$0.09
35-39	\$0.11	\$0.11
40-44	\$0.18	\$0.18
45-49	\$0.30	\$0.30
50-54	\$0.50	\$0.50
55-59	\$0.78	\$0.78
60-64	\$1.21	\$1.21
65-69	\$2.18	\$2.18
70-74	\$3.90	\$3.90
75-79	\$6.43	\$6.43
80-84	\$13.04	\$13.04
85-89	\$13.04	\$13.04
90-100	\$13.04	\$13.04

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.16	\$0.16

Voluntary AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$173.50	\$173.50	\$0.00

Employee & Spouse Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.03	\$0.03

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.04	\$0.04



CITY OF REYNOLDSBURG

SHORT-TERM DISABILITY

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

STD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,083.60	\$1,083.60	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
83	\$49,255	\$0.22	\$0.22



CITY OF REYNOLDSBURG

LONG-TERM DISABILITY

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

LTD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,129.98	\$1,129.98	\$0.00

Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
83	\$364,510	\$0.31	\$0.31

Enrollment Rules for City of Reynoldsburg G000B9KT**Voluntary Life-**

The group does not have an annual open enrollment on the Voluntary Life coverage but they do have an annual increase option if the employee currently has Voluntary Life insurance with Mutual of Omaha. This means if the employee currently has Voluntary Life with Mutual of Omaha, they can increase their current coverage by \$10,000 or \$20,000 up to the guaranteed issue amount of \$100,000. If they want to add coverage for the first time, increase their current coverage greater than \$20,000, or elect an amount over \$100,000, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting.

The annual increase option is not available to dependents their spouse. If they want to add coverage for the first time or increase coverage for their spouse, they will be required to fill out an Evidence of Insurability form and be approved by Underwriting. If they want to add coverage for the child, they can do so without going through EOI.

If they want to take advantage of the \$10,000 or \$20,000 increase, they will need to fill out an Enrollment form with the new amount between 10/1 and 12/31 of each year and send the enrollment form by email to the Mutual of Omaha Service Team (Ohio-IndyService@mutualofomaha.com). The new amount will go into effect on 1/1 of each year. If they want to add or increase their coverage greater than the \$10,000, they will need to submit the Evidence of Insurability with their application when they send it in to the Mutual of Omaha Service Team.

If approved, the election will go into effect on the first of the month after they have been approved. HR Department and the employee will notified by mail of approval or denial when they must submit Evidence of Insurability and when new deductions should begin if approved.

Please see the HR department for an enrollment form and/or Evidence of Insurability Form. The HR department can also let the employee know what the current Voluntary Life insurance amounts are.

Willis Towers Watson

City of Reynoldsburg

2020 ANCILLARY MARKETING SUMMARY

Rates Effective: January 1, 2020

Marketing Summary

Thank you for the opportunity to market your employee benefits program. Below is a high level summary of the markets we approached on your behalf. We have indicated which proposals are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any proposal received, please let us know and we will provide it to you.

Carrier Name	Line(s) of Business	Response	Compensation	Additional Compensation	Comments
Mutual of Omaha	Life/AD&D + STD	Quoted	First \$30,000=10%; next \$20,000=9%; next \$50,000=5%; next \$100,000=4%; on amounts in excess of \$200K=1.5%		
Mutual of Omaha	Voluntary Life/AD&D		First \$30,000=15%; next \$20,000=9%; next \$50,000=8%; next \$100,000=4%; on amounts in excess of \$200K=1.5%		
Mutual of Omaha	LTD	Quoted	First \$15,000=15%; next \$10,000=10%; next \$25,000=5%; on amounts in excess of \$50K=1%		

Selection of Coverage

Above is a high level summary of the markets we approached on your behalf. We have indicated which quotes are included in the detailed summary based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. If you would like a copy of any quote received, please let us know and we will provide it to you.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier in their entirety and compare them to your current policy. Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier.

This proposal is presented in conjunction with the Standard Terms and Conditions for Human Capital Accounts which is enclosed.

The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

1. General Terms and Conditions

- 1.1. **Fees Exclusive of Taxes.** Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.
- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "**Work Product**") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.
- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "**Recipient**") will protect all confidential information which the other party (the "**Discloser**") provides to it (whether orally, in writing or in any other form) ("**Confidential Information**") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential



Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and

understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.



To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

- 1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.

1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**

- 1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.
- 1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.
- 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the



Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

WillisTowersWatson

- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.
- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

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- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.



- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.
- 4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)**
- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.
- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms

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are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.

- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:

4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;

4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;

4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;

4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.

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

DATE: September 23, 2019

TO: Development, Parks and Recreation Committee

RE: Parks & Recreation Reappropriation of Funds

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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WHEREAS, the Reynoldsburg Tomato Festival received many generous donations from local individuals and local business; and

WHEREAS, this ordinance lists the following businesses as financial contributors of that event:

TS Tech	\$ 2,000.00
Dynalab	\$ 2,500.00
Squire Patton Boggs	\$ 500.00
PNC Bank	\$ 2,500.00
AAA	\$ 500.00
Matt Breakey Insurance Co.	\$ 100.00

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

SECTION 1. That an amount of \$8,100.00 be appropriated from the unappropriated General

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

Fund.

SECTION 2. That an amount of \$2,000.00 be appropriated from General Fund and appropriated to account 110.340.5259 Parks and Recreation Operating Materials and Supplies

SECTION 3. That an amount of \$6,100.00 be appropriated from General Fund and appropriated to account 110.344.5339 Community Events Miscellaneous Contract Services

SECTION 4. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor.

Requesting sponsorship monies be appropriated into the following accounts in the Parks and Recreation Department:

110.340.5259	\$2,000.00	TS Tech
110.344.5339	\$2,500.00	Dynalab
110.344.5339	\$ 500.00	Squire Patton Boggs

****ADDITIONAL SPONSORSHIP MONIES RECEIVED AFTER 7/22/19*****

110.344.5339	\$2,500	PNC Bank
110.344.5339	\$ 500	AAA
110.344.5339	\$ 100	Matt Breakey Ins. Co.

City Council**Kristin Bryant****7232 East Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: September 23, 2019

TO: Public Safety, Law and Courts Committee

RE: PHASE 2 AMENDING SECTION 505 ANIMALS & FOWL

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Sections 505.03, 505.05, 505.17, 505.23, 505.31 AND 505.33 be amended in the Code of Ordinances of the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Chapter 505 ANIMALS AND FOWL, Section 505.39 is hereby repealed as is hereby attached as Exhibit A.

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

505.03 ANIMALS RUNNING AT LARGE.

(a) No person being the owner, as defined in Section 501.01(g), of an animal or animals shall permit them to run or traverse at large upon any public place, upon any unenclosed lands, or upon the premises of another without the consent of the owner of such property within the Municipality.

(b) A dog shall not be considered to be running at large if under the reasonable control of some person ~~The owner of every animal within the Municipality shall at all times keep such animal either confined upon the premises of the owner or under the reasonable control of an individual responsible for the animal.~~

(c) The running at large of any such animal in or upon any of the places mentioned in this section is prima-facie evidence that it is running or traversing at large in violation of this section.

(d) No owner of any dog shall permit the animal to enter upon any property that is not of his owner, when it is not securely leashed, ~~or under direct control.~~ The leash securing the animal shall not be longer than six feet in length. ~~The leash shall be controlled by a person that is physically capable of preventing the animal from entering private property and/or making physical contact with another animal or person, so long as such contact is not initiated by another animal or person.~~

(e) An animal may be confined by an underground fence or any similar device. This is defined as a buried wire, which gives a slight electrical charge when activated by a special collar worn by the animal which is to be confined. Such underground ~~fence and~~ shall not allow the animal to move closer than ten (10) feet from the sidewalk or property line. This section shall not apply to any owner, who at the time of the passage of this ordinance, has in place a non-conforming underground fence.

(f) Whoever violates this section is guilty of a minor misdemeanor. ~~If, within one year of the offense, the offender previously has been convicted of violating this section, the offender is guilty of a misdemeanor in the fourth degree, and if the offender has two or more violations of this section within one year, the offender is guilty of a misdemeanor in the third degree.~~

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03; Ord. 48-13. Passed 7-1-13.)

505.05 IMPOUNDING AND DISPOSITION; RECORDS.

(c) A police officer or animal warden may impound every animal or dog within the Municipality found in violation of Section 505.03. Any dog or animal impounded shall not be released except upon the payment of reasonable expenses for its taking and keeping. Any dog or animal not redeemed within three days of the time it is seized or impounded may be sold or otherwise disposed of as provided by Ohio R.C. 955.16.

(d) Impounded Dog.

- (1) If an impounded dog is not wearing a valid registration tag, the dog shall forthwith be turned over to an officer charged by law with the custody and disposal of such dogs.
- (2) If feasible, the dog should be checked for identification by means of a microchip.
- ~~(2)~~ (3) If the dog is wearing a valid registration tag or the identity of the owner, keeper, or harborer is otherwise established, notice shall immediately be given to such owner, keeper, or harborer that the dog has been impounded. Notice may be by telephone or by ordinary mail to the last known address of such owner, keeper, or harborer.
- (3) (4) A record of all dogs impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs or receipts involving such dog shall be kept.

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

505.17 NUISANCE CONDITIONS PROHIBITED.

(a) No person shall keep or harbor any animal or fowl within the Municipality so as to create noxious or offensive odors or unsanitary conditions which are a menace to the health, comfort, or safety of the public.

(b) Any animal, which destroys or damages any lawn, tree, shrub, plant, building, or other property other than property of its owner or person in charge or control of such animal by scratching, digging, running loose, defecating or urinating, or otherwise injures property of others as described above, is hereby declared a nuisance.

(c) Any person being the owner of or in charge or control of any animal shall immediately remove all feces deposited by such animal from another person's property including public parks or other public property. The responsible person in charge or control of such animal shall immediately dispose of same in a sanitary manner.

(d) Whoever violates this section is guilty of a minor misdemeanor; however, if within one year of the offense, the offender previously has been convicted of violating this section, the offender is guilty of a misdemeanor of the fourth degree. If the offender has two or more violations of this section within one year, the offender is guilty of a misdemeanor in the third degree.

(e) If the offender has two or more violations of this section within one year, the animal may be seized and removed from the City.

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

505.23 ANIMAL BITES; REPORTS AND QUARANTINE.

- (a) (1) Whenever any person is bitten by a dog or other animal, a report of such bite shall be made to the applicable county Health Commissioner within twenty-four hours. The dog or other animal inflicting a bite shall immediately be examined by a qualified veterinarian and results of such examination shall be reported to the Health Commissioner within twenty-four hours. At the direction of the Health Commissioner, the dog or other animal shall either be confined by its owner or harbored to his premises away from the public at large or be placed under supervision of a veterinarian at the owner's or harbored's expense. The isolation or observation period shall not be less than ten days from the date the person was bitten, at which time a report of the condition of the animal shall be made to the Health Commissioner.
- (2) No person shall fail to comply with the requirements of this section or with any order of the Health Commissioner made pursuant thereto, nor fail to immediately report to the Health Commissioner any symptoms or behaviors suggestive of rabies.
- (b) No owner, keeper, or harbored of any dog, cat, or ferret shall fail to have same animal vaccinated against rabies, **nor shall any animal impounded by the City be released until proof is shown that the animal has been vaccinated against rabies.**
- (c) No owner, keeper or harbored of a dangerous dog or other dangerous animal, as defined in 505.01(b), shall fail to report any incident of dog or animal bite within one hour to the City animal control officer, the City Police Department or the County Board of Health.
- (d) Whoever violates divisions (a) or (b) of this section is guilty of a minor misdemeanor. Whoever violates division (c) is guilty of a misdemeanor in the fourth degree.

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

505.31 MARKETING WILD OR EXOTIC ANIMALS.

(a) No person shall market in any form, wholesale or retail, any vicious, dangerous, wild, or exotic animals within the municipality. ~~Exceptions to the above include pure domestic cats, pure domestic dogs (not hybrid), domestic rabbits, guinea pigs, chinchilla, mice, hamsters, gerbils, parrot like birds, non poisonous fish, non poisonous reptiles and non poisonous snakes under five feet in length, hedge hogs and ferrets.~~

(b) Whoever violates this section is guilty of a misdemeanor in the second degree. Each day such section is violated shall constitute a separate offense.

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

505.33 KEEPING WILD OR EXOTIC ANIMALS.

(a) No person shall own or harbor any wild or exotic animal or animal ~~within the municipality unless otherwise permitted under Ohio law.~~ that is endangered within the municipality.

~~—(b) Exceptions to division (a) herein are veterinarians for the purpose of medical treatment and educational facilities.~~

~~—(c) Permission to temporarily keep and care for a native Ohio wild or exotic animal that is under the care of a licensed veterinarian shall be obtained from the Ohio Department of Natural Resources.~~

~~—(d) Animals which may be owned or harbored within the municipality are: pure domestic cats, pure domestic dogs (not hybrid), domestic rabbits, guinea pigs, chinchillas, mice, hamsters, gerbils, parrot-like birds, non-poisonous fish, non-poisonous reptiles, and non-poisonous snakes under five feet in length, hedge hogs, ferrets, and horses owned prior to the effective date of this ordinance.~~

(e) (b) Whoever violates this section is guilty of a misdemeanor in the second degree. Each day such violation occurs or continues shall constitute a separate offense.

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

~~505.39 REPORT OF ESCAPE OF EXOTIC OR DANGEROUS ANIMAL.~~

~~—(a) The owner or keeper of any member of a species of the animal kingdom that escapes from his custody or control and that is not indigenous to this state or presents a risk of serious physical harm to persons or property, or both, shall, within one hour after he discovers or reasonably should have discovered the escape, report it to a law enforcement officer of the Municipality and the sheriff of the county where the escape occurred.~~

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

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

Development Department

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

ORDINANCE REQUEST

DATE: September 23, 2019

TO: Finance and Administration Committee

RE: Contract Agreement for New Permitting Software with Viewpoint Cloud Solutions

1. Waive the competitive bidding process for this project. This purchase includes software that possesses specific capabilities to establish the collaborative effort with the other departments involved. The consolidation works seamlessly with all involved departments utilizing the same software.

2. Purchase the Viewpoint Cloud Solutions software and the data conversion at a total cost of \$66,680.00 Cost broken down as follows:

3. Utilize funds from fund 5300 from the following departments: Building, Development, Service, Water, and Streets. This is a combined, and collaborative software which will replace the current systems, and interconnect with our GIS capabilities.

Please see attachment for complete details.

Approval:

Completed Brad McCloud	Skipped Jed Hood	Completed Stephen Cicak
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The Reynoldsburg Department of Development is Requesting, Council approval for the following:

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

WHEREAS, the Acting Service Director has determined a need for a new permitting software to better adapt a multiple department use of a software system; and

WHEREAS, staff has determined that Viewpoint Cloud Solutions is the best software to accommodate the needs of the City of Reynoldsburg permitting processes; and

WHEREAS, the cost of this new software system is a total of \$66,680.00 that will be funded by the Building, Service, Water, Sewer, and Stormwater departments; and

WHEREAS, staff has determined that Viewpoint Cloud Solutions possesses the specific capabilities to establish the collaborative effort within City departments and is requesting that Council waive the competitive bidding process.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Viewpoint Cloud Solutions for the purchase of a new permitting software system.

SECTION 2. That funds for the purchase of this software be appropriated from the following fund accounts:

- Un-appropriate \$10,000 from account 110.479.5366 Building Department, Computer Maintenance and return to the unappropriated General Fund,
- Un-appropriate \$24,680 from account 110.448.5399 Service Department, Other Misc. Services and return to the unappropriated General Fund,
- Appropriate \$34,680 from the unappropriated General Fund to account number

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

110.479.5639 Building Department, Other Equipment

- Un-appropriate \$16,000 from account number 740.737.5399 Storm Water, Other Misc. Services and re-appropriate to account number 740.737.5639 Storm Water Other Equipment
- Un-appropriate \$8,000 from account number 710.735.5399 Water, Other Misc. Services and re-appropriate to account number 710.735.5639 Water, Other Equipment
- Un-appropriate \$8,000 from account number 720.736.5399 Sewer, Other Misc. Services and re-appropriate to account number 720.736.5639 Sewer, Other Equipment

SECTION 3. That Council agrees to the waiving the competitive bidding process for the purchase of Viewpoint Cloud Solutions permitting software.

SECTION 4. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Proposal Information

Created Date	7/8/2019	Contract Start Date	10/1/2019
Quote Number	201807-411	Contract End Date	9/30/2020

Municipal Information

Account Name	City of Reynoldsburg	Name	Andrew Bowsher
Billing Address	7232 E Main St Reynoldsburg, Ohio 43068-2080 United States	Phone	(614) 322-6831
		Email	abowsher@ci.reynoldsburg.oh.us

Investment Line Items

Product	Product Description	Product Code	Total Price
ViewPoint Cloud	For the Unlimited divisions/departments/disciplines (starting with Development (planning & zoning), Building (permits and code) and Service (streets, garage sale, special events) Accept online requests, route through workflows, manage approvals, collect payments, and issue permits. Allows for public inspection requests, inspection scheduling, mobile field inspections, and inspection reporting. Also you will be able to create renewal campaigns on any record type that is currently active in ViewPoint Cloud. • Unlimited Users • Support & Maintenance • All Hosting & Storage • All Updates & Upgrades Unlimited usage annually for the Department(s) and/or record types listed.	Annual Recurring	\$44,880.00
ViewPoint Cloud Discount	Multi-department discount - Annual Recurring (ongoing)	Discount - Annual Recurring	(\$14,500.00)
ESRI Integration Support	ArcGIS Server 10.x web service accessible outside of the community's local intranet.	Annual Recurring	\$1,200.00
Flag integration (per system) Ongoing Updates	Import a list of flags into ViewPoint Cloud.	Annual Recurring	\$1,200.00
Master Address Table Annual Support	Integrate your Master Address Table into ViewPoint Cloud for a weekly import of all location information. This will replace the automated Google Maps Address Search. It will be the municipalities responsibility to provide ViewPoint with the file initially and ongoing for any updates. Requirements: Same as 1 time import, plus (at least) read-only any-time access to the MAT database which must contain the parcel properties latitude/longitude coordinates.	Annual Recurring	\$2,400.00
Contractor Integration Support	Integrate ViewPoint Cloud with your contractor database to import licensed contractor information. *Small municipality discount (under 40k pop.) - 25% off monthly dues. Requirements: A clean contractor table including all information to be included on application forms.	Annual Recurring	\$1,200.00
Discount	Annual Recurring Discount as noted above.	Discount	(\$300.00)
	ViewPoint will train administrative staff and provide implementation services for your first department (additional department deployment services may be requested for \$7,500/department)		

Implementation & Deployment Services	ViewPoint will provide implementation services for the first department you subscribe for these services. This service spans the duration of department deployment from beginning to go-live, during which time ViewPoint will set up your records as we collaborate on tailoring the system to suit your community. Intended for 1-3 administrators and/or your Project Manager. ViewPoint Cloud will provide professional services consulting and best practice recommendations, delivered remotely. This involves interacting with your project manager and at times department(s) staff for setting up record types for the department(s) and covers forms, fees, attachments, workflows, access rights & document outputs. Additional sample curriculum includes: • Defining citizen service goals • Developing an online permitting strategy • How to customize forms and workflows • Testing & Training best practices	One Time	\$13,000.00
Discount		Discount	(\$3,900.00)
End User Education Course	For 2 End User Sessions Expert assistance from a ViewPoint education specialist. Intended for end user staff. Price per department for single 2-hour end-user training webinar + recording. End Users will learn necessary skills to perform their jobs in the ViewPoint Cloud environment.	One Time	\$2,500.00
ESRI ArcGIS Server Integration	Integrate ViewPoint Cloud with your ArcGIS Server. This will replace all Google Maps views with your published ESRI map.	One Time	\$1,000.00
Flag integration (per system)	Import a list of flags into ViewPoint Cloud. (per system/dataset)	One Time	\$1,000.00
Master Address Table One Time Import	Import all of your location information from your Master Address Table into ViewPointCloud. This will replace the automated Google Maps Address Search. Requirements: A clean master address table including all of the community's location information and must contain the parcel properties latitude/longitude coordinates, as well as at least 1 unique ID field. ViewPoint does not take responsibility for 'dirty' data.	One Time	\$2,000.00
Contractor Integration	Contractor list provided by State of Ohio and made available in the software Integrate ViewPoint Cloud with your contractor database to import licensed contractor information.	One Time	\$1,000.00
Historical Data Migration	Migrate historical department data from BDS (in a clean state) **Additional scoping may be required** Please refer to Notes Below	One Time	\$7,000.00
Historical Data Migration	Migrate historical department data from New World (in a clean state) **Additional scoping may be required** Please refer to Notes Below	One Time	\$7,000.00

Total Investment from Items Above

Total Price \$66,680.00

Notes

For the Unlimited divisions/departments/disciplines (starting with Development (planning & zoning), Building (permits and code) and Service (streets, garage sale, special events))

Data Migration and File Requirements:

Import of permits and associated data from a report (or series of reports) exported by the community's current permitting system that conform to the technical requirements outlined by ViewPoint. The data migration is subject to the requirements summarized in the "Notes" section below.

- Each migration must have a central records file with a unique ID and all information that is 1 to 1 with each record.
- All many-to-one information (i.e. payments, inspections) must be provided in separate files with each item referencing the unique ID of the corresponding record
- Files must be provided in a flat-file format (csv, txt, or xlsx) with column headers in the first row. Names of files should indicate their contents

- The file must not contain extraneous rows which do not represent data to be migrated (e.g. summary data such as record counts, totals, etc.)
- For flat files, fields must be appropriately delimited and text should also be appropriately delimited and escaped
- The community must also provide a data-dictionary defining how the provided data fields should be mapped to fields in ViewPoint Cloud and whether any provided fields should be omitted from the migration.

The scope of data migration includes:

- Records (Permits, Licenses, etc.)
- Applicant data
- Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the community's address integration)
- Fees and Payments (will be migrated as form data)
- Inspections (will be migrated as form data)
- Contractors, Work Description and other Form Data
- Other Multi-Entry form data

The scope of data migration does not include:

- Cleaning of any corrupted data
- Creation and linking of applicant accounts
- Integration of historical fees and payments into workflow or financial reports.
- Logs of permit changes
- Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections).
- Permit Attachments
- Import of contractor database
- Creation of projects or other relationships between permits

ViewPoint Contact

Prepared By Carl Anderson Expiration Date 9/30/2019

By signing below, you hereby agree to the ViewPoint Cloud Terms of Service and will be billed according to the terms therein. The terms of service can be found here - <http://viewpointcloud.com/terms-of-service/>. ViewPoint's Privacy Policy may be found here - <http://viewpointcloud.com/privacy-policy/>. Annual recurring costs not to exceed 7% increase per year.

Signed _____ Date _____

Printed Name _____ Title _____



Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is a contract between you (the Customer) and us (ViewPoint). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. These terms are so important that we cannot provide these services unless you agree to them. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms and we will let you know when we do through the ViewPoint portal used to access your ViewPoint subscription.

1. Definitions

“Agreement” means these Customer Terms of Service and all materials referred or linked to in here.

“Billing Period” means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Initial Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

“Confidential Information” means all information provided by you or us (“Discloser”) to the other (“Receiver”), whether orally or in writing that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

“Customer Data” means all information that you submit or collect via the Subscription Service.

“ViewPoint Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

“Order Form” or “Order” means the ViewPoint-approved form by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The purchase form may also be referred to as a “Statement of Work”, “Quote”, or “Proposal”.

“Sensitive Information” means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver’s license numbers or similar identifiers; any information subject to regulations, laws or industry standards designed to protect data privacy and security, such as the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.

“Subscription Service” means our web-based permit management applications, tools and platform that you have subscribed to by an Order Form, and developed, operated, and maintained by us, accessible via <http://www.viewpointcloud.com> or another designated URL, and any ancillary products and services that we provide to you.

“Subscription Term” means the Initial Subscription Term and all Renewal Subscription Terms.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

“Users” means your employees, citizens, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“Record” means a single record created via the Subscription Service.

“Department” means a single department created via the Subscription Service.

“Record Type” means a single Record Type created via the Subscription Service.

“We”, “us” or “our” means ViewPoint Government Solutions, Inc.

“You”, “your” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable billing statement, Order Form or Statement of Work as the customer.

2. The Subscription Service

a. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement.

b. Limits. Limits may apply to the number of Records created per year or Departments or Record Types created in the Subscription Service. Any limits will be specified in your Order Form and this Agreement.

c. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription Service that materially reduce the functionality of the Subscription Service provided to you during the Subscription Term. We might provide some or all elements of the Subscription Service through third party service providers.

d. Additional Features. You may subscribe to additional features of the Subscription Service by agreeing to a new Order Form.

e. Free Trial. If you register for a free trial of the Subscription Service, we will make the Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period or (b) the start date of your subscription. If we include additional terms and conditions on the trial registration web page, those will apply as well. During the free trial period, (i) the Subscription Service is provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Subscription Service for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Subscription Service. Unless you subscribe to the Subscription Service before the end of the free trial, all of your data on the Subscription Service will be permanently deleted at the end of the trial and we will not recover it.

3. Customer Support

a. Support. Support is included in your Subscription Fee. We accept webform support questions 24 Hours per Day x 7 Days per Week from within the Subscription Service. Webform responses are provided during business hours only. We attempt to respond to webform support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time.

b. Availability. We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

4. Consulting Services

You may purchase Consulting Services through an Order Form or Statement of Work. Fees for these Consulting Services are in addition to your Subscription Fee. Unless otherwise agreed, all Consulting Services are performed remotely.

For Consulting Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of receipt of the invoice.

Hours purchased as part of a consulting package expire as set forth in the Order Form, but in any case no later than one hundred and eighty (180) days from purchase. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

11.c.b

5. Fees and Payments

a. **Subscription Fees.** The Subscription Fee will remain fixed during the Subscription Term unless you (i) exceed your applicable limits (see Section 2.b. above), (ii) change products or base packages, or (iii) subscribe to additional features or products, including additional Records. Where a price change applies to you, we will charge or invoice you under the new price structure, starting with the next Billing Period in the Subscription Term, except as provided below under “Fee Adjustments During a Billing Period”. In order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs. We will monitor or audit remotely the number of Records in the Subscription Service. This information is also available to you on your Settings page in your ViewPoint portal.

b. **Fee Adjustments in Next Billing Period.** If you exceed your applicable limits in a Billing Period, then your Subscription Fee will be adjusted at the beginning of the next Billing Period up to the current base package and tier price which corresponds with the maximum number of Records or Departments from the prior Billing Period. This process will continue for each Billing Period during the Subscription Term. Our pricing and limits will be as set forth in your Order Form. We determine the number of Records and Departments in the Subscription Service. At your request, we will provide you with the detail we used to reach our conclusion. Once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Records or Departments.

c. **Fee Adjustments During a Billing Period.** The Subscription Fee will increase during the course of a Billing Period if you exceed your applicable limits in a Billing Period. The Subscription Fee will be adjusted up to the tier price which corresponds with your Records or Departments processed from the current Billing Period. The Subscription Fee will also increase during a Billing Period if you change products or subscribe to additional features for use during the Billing Period.

d. **Payment by credit card.** If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable at the beginning of the Initial Subscription Term and all subsequent Billing Periods, including upgrades. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

e. **Payment against invoice.** If you are paying by invoice, we will invoice you at the beginning of the Initial Subscription Term and at the beginning of each subsequent Billing Period. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

Attachment: Viewpoint Permit Software Contract (Viewpoint Cloud Solutions Software/Service Purchase)

f. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

11.c.b

g. Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any tax applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

6. Subscription Term and Renewal

a. Initial Subscription Term. The initial subscription term shall begin on the effective date of your Subscription and expire at the end of the period selected during the subscription process ("Initial Subscription Term").

b. Renewal Subscription Term. Unless one of us gives the other written notice that it does not intend to renew the subscription, this Agreement will automatically renew for the shorter of the Initial Subscription Term or one year ("Renewal Subscription Term"). Written notice of non-renewal must be sent no more than ninety (90) days but no less than forty-five (45) days in advance of the end of the Subscription Term. The Renewal Subscription Term will be on the current terms and conditions of this Agreement, and subject to the renewal pricing provided by ViewPoint, which shall not exceed a 7% increase from the prior Subscription Term. In addition, on renewal, the product usage limits specified in your Order Form will apply to your subscription, unless otherwise agreed to by you and ViewPoint. Should you decide not to renew, you may send the notice of non-renewal by email to sales@viewpointcloud.com.

c. End of Subscription Term. The Subscription Term will end on the expiration date and cannot be canceled before its expiration.

7. ViewPoint's Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws. The Subscription Service and Consulting Services belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Subscription Service and Consulting Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the ViewPoint Content, the Subscription Service, or the Consulting Services in whole or in part, by any means except as expressly authorized in writing by us. ViewPoint, the ViewPoint logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission.

Attachment: Viewpoint Permit Software Contract (Viewpoint Cloud Solutions Software/Service Purchase)

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment to you.

11.c.b

8. Customer's Proprietary Rights

As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

9. Confidentiality.

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulatory subpoena or legal process.

10. Customer Responsibilities.

To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that are typically required from you include a Project Manager and a Technical Resource. Responsibilities that are typically required include planning of permitting processes; acting as internal liaison between permitting and other functions; providing top level internal goals for the use of the Subscription Service; and supporting the integration of the Subscription Service with other systems.

11. Publicity

You grant us the right to add your name and logo to our customer list and website.

12. Customer Data

a. Limits on ViewPoint. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy, located at <http://www.viewpointcloud.com/privacy-policy>.

b. Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

c. Safeguards. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in the United States.

d. No Sensitive Information. YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.

13. Use and Limitations of Use

a. Prohibited and Unauthorized Use. You will not (i) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (ii) attempt to gain unauthorized access to the Subscription Service; (iii) access the Subscription Service other than through our interface; or (iv) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at <http://help.viewpointcloud.com>.

14. Third-Party Sites and Products

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warranty the Third-Party Site or Product.

15. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you; (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall

accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or **11.c.b** imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

16. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, VIEWPOINT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE AND CONSULTING SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SUBSCRIPTION SERVICE, AND THE CONSULTING SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR INDEMNITY OBLIGATIONS, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND DOLLARS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

d. Third Party Products. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

17. Termination, Suspension and Expiration

a. Termination for Cause. Either party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

b. Suspension for Prohibited Acts. We may suspend any User's access to the Subscription Service if you use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, or (ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

c. Suspension for Non-Payment. We may suspend your access to all or any part of the Subscription Service upon ten (10) days' notice to you of non-payment of any amount past due. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

d. Suspension for Present Harm. If your website on, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

e. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and ViewPoint Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

f. Retrieval of Customer Data. As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your Subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. We may withhold access to the Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

18. General

a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service including the fees and charges associated with the use of the Subscription Service. If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at <http://www.viewpointcloud.com/terms-of-service> and we will let you know through the ViewPoint portal used to access your ViewPoint subscription. The updated Customer Terms of Service will become effective

and binding on the next business day after it is posted. When we change these Customer Terms of Service, the “Last Modified” date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

11.c.b

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Contracting Entity and Applicable Law. You are contracting with ViewPoint Government Solutions, Inc. and this Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. without reference to conflicts of law principles. For contracts with ViewPoint Government Solutions, Inc., both parties consent to the exclusive jurisdiction and venue of courts in Boston, Massachusetts, U.S.A. for all disputes arising out of or relating to the use of the Subscription Service or the Consulting Services.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Actions Permitted. Except for actions for nonpayment or breach of a party’s proprietary rights, no action regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

f. Compliance with Laws. We will comply with all U.S. state and federal laws in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

Attachment: Viewpoint Permit Software Contract (Viewpoint Cloud Solutions Software/Service Purchase)

g. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To ViewPoint Government Solutions, Inc.: ViewPoint Government Solutions, Inc., 320 Congress Street, 5th Floor, Boston, MA 02210, U.S.A., Attention: General Counsel.

To you: your address as provided in our ViewPoint Subscription account information for you.

We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i. Entire Agreement. This Agreement (including each Order Form and Statement of Work), along with our Privacy Policy and AUP, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

j. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

k. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

m. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

11.c.b

n. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Fees and Payments', 'ViewPoint's Proprietary Rights', 'Customer's Proprietary Rights', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Termination, Suspension and Expiration', and 'General'.

o. Precedence. In the event of a conflict between the terms of this Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control, but only as to that Order Form or Statement of Work.

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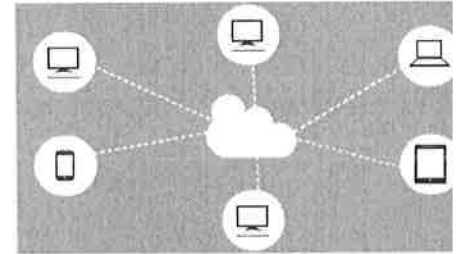
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