Reynoldsburg
OHIO · 1839

CITY COUNCIL

Council Meeting

Angie Jenkins, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Meredith Lawson-Rowe, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, July 26, 2021 **Council Chambers**

CITY COUNCIL MEETING

1. CALL TO ORDER

2. INVOCATION BY COUNCILMEMBER BAKER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

a. City Council – Regular Meeting – July 12, 2021

7. COMMUNITY COMMENTS

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

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

a. Presentation by Franklin County Clerk of Courts Maryellen O'Shaughnessy's Office

8. PUBLIC HEARING

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

9. COMMUNICATIONS

10. MOTIONS

a. A Motion to Authorize the Clerk of Council to Return Any Liquor Permit Requests Received During the August Recess, to Mark "Without a Request for Hearing," as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing While Council is in Recess for the Month of August 2021, Unless the Police Department Finds a Reason for a Hearing, Prompting a Special Council Meeting

b. A Motion to Recess the Reynoldsburg City Council for the Month of August 2021

11. REPORTS

a. **Clerk of Court**

1. Clerk of Court Report

b. **Development, Parks & Recreation Committee**

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

2. An Ordinance Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils

3. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property to be Used by the City of Reynoldsburg

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

d. **Public Service & Transportation Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract with Local Waste Services Ltd. to be the Sole Provider of Solid Waste, Recyclable Materials, and Yard Waste Collection Services for Waste Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio

   i. James Weaver, Controller, Local Waste Services

2. An Ordinance Authorizing the Mayor to Enter into a Contract with Rumpke Trash and Recycling for Recycling Processing Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio

3. An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for the Demolition of the Property Located at 7332 East Main Street (Happy Dragon), Appropriating Funds, and Declaring an Emergency

4. An Ordinance to Create Chapter 176 Diversity, Equity and Inclusion into the Codified Ordinances of the City of Reynoldsburg, Ohio

e. **Finance & Administration Committee**

1. An Ordinance to Authorize the Mayor to Enter into a Development Agreement with Trivium Development, LLC for the Purpose of Future Sale and Re-Development of Real Estate, and Declaring an Emergency

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

a. An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; and Authorizing the Execution of a Tax Increment Financing Agreement, and Declaring an Emergency (First Reading 7/12/2021). --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance to Repeal and Replace Ordinance No. 01-2021 to Approve the Phase 1 Final Plat for the Spring Hill Farm Development (Phase 1), and Declaring an Emergency (First Reading 7/12/2021). --- Baker. Development, Parks and Recreation Committee.

c. An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for the Demolition of the Property Located at 7332 East Main Street (Happy Dragon), Appropriating Funds, and Declaring an Emergency (First Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

d. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Clerk of Court Copiers, Waive Competitive Bidding, and Declaring an Emergency (First Reading 7/12/2021). --- Salvati. Finance and Administration Committee.

e. An Ordinance to Authorize the Mayor to Enter into a Development Agreement with Trivium Development, LLC for the Purpose of Future Sale and Re-Development of Real Estate, and Declaring an Emergency (First Reading 7/12/2021). --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR FIRST READING

a. An Ordinance Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property to be Used by the City of Reynoldsburg --- Baker. Development, Parks and Recreation Committee.

c. An Ordinance Authorizing the Mayor to Enter into a Contract with Rumpke Trash and Recycling for Recycling Processing Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio --- Strickland. Public Service and Transportation Committee.

14. CONSENT AGENDA FOR SECOND READING

a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List of the Police Department (First Reading 7/12/2021). --- Bryant. Public Safety, Law and Courts Committee.

b. An Ordinance Authorizing the Mayor to Enter into a Contract with Local Waste Services Ltd. to be the Sole Provider of Solid Waste, Recyclable Materials, and Yard Waste Collection Services for Waste Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio (First Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

15. CONSENT AGENDA FOR THIRD READING

a. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio (Second Reading 7/12/2021). --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance Establishing Chapter 785 Medical Marijuana Facilities of the Codified Ordinances for the City of Reynoldsburg (Second Reading 7/12/2021). --- Baker. Development, Parks and Recreation Committee.

c. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List of the Police Department (Second Reading 7/12/2021). --- Bryant. Public Safety, Law and Courts Committee.

d. An Ordinance to Amend Section 1399.05 Exemptions to Vacant Property Registration of the Codified Ordinances for the City of Reynoldsburg (Second Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

e. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Police Department West Parking Lot and Appropriating Funds Therefor (Second Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

f. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering & Bidding Services for a Traffic Signal Interconnect and Preemption System Along the Main Street Corridor (Brice to Waggoner Roads) and Appropriating Funds (Second Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

g. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Graham Road Multi-Use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project and Appropriating Funds Therefor (Second Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

h. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Hill Road Methodist Cemetery Improvements and Appropriating Funds Therefor (Second Reading 7/12/2021). --- Strickland. Public Service and Transportation Committee.

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

a. August 5, 2021 Planning Commission

b. August 9, 2021 Council Recess

c. August 19, 2021 BZBA

d. August 23, 2021 Council Recess

e. September 2, 2021 Planning Commission

f. September 13, 2021 Council

g. September 16, 2021 BZBA

h. September 27, 2021 Council

****

ADJOURNMENT

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Council President Leanora Jenkins called the meeting to order at 6:36 PM

Invocation - Councilmember Strickland

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

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – June 28, 2021

The minutes were approved as submitted

RESULT:	**ACCEPTED**

Community Comments

Brett Luzader
1116 Gibson Road

You have an item on your consent agenda, number 13f, for a second reading. It has to do with the interconnect for Main Street, to help the fire department with response times. I would like to ask if you would consider adding the intersection of Brice and Livingston and also Livingston and SR256. I believe those two are arguably two of the most dangerous intersections in the City. MORPC crash records over the past few years, Brice and Livingston was probably in the top 20. I know we may not have the money at the current time, but if we can at least add it to the proposal and have the engineering done. If we come up with the money by the end of the year, the Township may have a few dollars they can kick in. Then the engineering is done and we wouldn't have to go back out for another proposal. It would be nice if we could add Taylor and Main, but I know it's in South West Licking, but it might be something we can approach them about. I know a lot of these traffic lights that are in there

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

end of town don't have a pre-amp system. It would help Truro with their response times and be a benefit to our residents.

Mayor Begeny
I would like to thank and recognize that it is National Parks and Recreation Month, this month.

WHEREAS, parks and recreation programs are an integral part of communities all over the country, including Reynoldsburg, Ohio; and
WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and
WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
WHEREAS, participating in recreation programs builds family values and family unity, strengthens neighborhood involvement, offers opportunity for social interaction, enhances education, develops creativity, and promotes cultural diversity; and
WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
WHEREAS, Reynoldsburg Parks and Recreation is committed to providing safe, fun, and accessible parks, trails, recreational facilities, and leisure opportunities for all Reynoldsburg citizens; and
WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month;
NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio proclaim July 2021, as:

PARKS AND RECREATION MONTH

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

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

I also wanted to take a moment and recognize the retirement of Brenda Browning, who had work for a number years for the City. I did a proclamation for her 37 years of service. She went from Reynoldsburg High School to Reynoldsburg City government. I think she was smiling when she left last week, a 37 year smile.

WHEREAS, it the privilege of the Mayor of the City of Reynoldsburg, Ohio to recognize people of importance; and

WHEREAS, this certificate is being awarded to Brenda Browning, upon the occasion of her retirement from the City of Reynoldsburg, as a testimonial of the loyal and dedicated service she has contributed for the past thirty seven years as Tax Administrator ; and

WHEREAS, the manner in which Brenda has carried out her responsibilities and duties, were characterized by a dedication to getting the job done; and

WHEREAS, Brenda has won the friendship and respect of not only her co-workers, but others with whom she has come into contact. She will be missed both professionally and as a friend.

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, tender this Certificate of Recognition to Brenda Browning and extend my personal appreciation for these many years of service as a member of the city staff.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Great City of Reynoldsburg, Ohio, to be hereto affixed on this the 9th day of July, in the year of Two Thousand and Twenty One.

On a personal note, there was an invitation extended to Brenda, but I think there was a smile when she left the building that said she was going to enjoy her retirement. I am sure she is going to.

A couple other of items. We have our invitations to our Reynoldsburg City Council, City Attorney and City Auditor about a potential fundraiser at our Tomato Festival. We are going

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

to be doing a number of great things at our Tomato Festival, but this one is going to be a dunk tank for the Reynoldsburg Education Foundation. It's an odd tank. It's actually two tanks with a cross bar center in the middle. So two of Reynoldsburg's wonderful dignitaries will have the opportunity to get dunked at the same time. The challenge has been extended by Chief Baker and accepted by the Truro Township Fire Department, so we know that will be a popular location. Superintendent Melvin Brown and I have also agreed. I wanted to extend that invitation on record so everyone can see and we can raise money for the Reynoldsburg Education Foundation. I will be looking forward to enthusiastic volunteers in the coming days.

I also wanted to thank our parks and Recreation staff, the Street Department, the Reynoldsburg Community Association and everyone who was involved in the fourth of July fireworks and parade. They were amazing, the weather was perfect. Saturday, I don't think we will have better parade weather ever, for as long as we are all here in Reynoldsburg. It was absolutely wonderful. All of that, thanks to everyone out there.

I do have some good news that I wanted to share with everyone. We are at the point where we are little past the middle of the year and I wanted to share our revenue with everyone. Auditor Cicak is providing me with the City's paycheck that we get deposited twice a month, 1st and the 15th. The first payment in July has been accepted. We are waiting to see what later this week brings. So far to date the revenue for the City of Reynoldsburg is 18 million 818 thousand and some change. What that means to us is in 2020, during Covid, which is obviously a major impact, revenue to this point in time in 2020 was $14,245,000.00. So that is an increase of about 4.5 million dollars in revenue. However, I thought let's take this a step further and look to 2019, the last pre Covid year we have on file. In 2019, revenue at this point in time was $15,115,000.00. This is an increase of 3.7 million from 2019. So a couple of things have led into the factor of that. Over the last 18 months, Reynoldsburg has opened up a total of 52 businesses. In 2020, we opened 36 businesses in the Covid year including 9 medical, 5 restaurants, 8 retail, and 14 other. These were ones that I could not fit into a category, they included hair, event space, supplies. So far in 2021, we are already at 17 businesses with 2 medical, 7 restaurant, 3 retail and 5 other. Again, including hair studios, tutoring and photography. What this means is, we are doing good for right now. We will see what the next deposit brings, we will continue to keep you informed. We are doing better than, we will leave it at that, we are doing as well as we want to. Fingers crossed.

I will address Mr. Luzader's comment. I did speak with the Truro Township fire department about those particular incidences and we are looking into that. The only question that people

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

have asked about is the SR256 corridor, including Mr. Luzader on the transportation and traffic committee. They were interested in a round-about at the 5 way location. I think we need to figure out what we're doing with that one first, I think we are organizing a town hall meeting at the end of August to provide some of that information so that community members also have the time to comment. I would hate to extend those funds for that if it's going to be made into a round-about in the future. Thank you everyone again for your participation in the 4th of July festivities.

Presentation by Franklin County Auditor Michael Stinziano's Office

Samuel Runta
Franklin County Auditor's Office
Thank you for having me. This is a new project that we just launched back in June. This is our first iteration of it so we will of course be adding pieces into it. I wanted to take a little bit of time what the hub looks like now and then we also have another announcement as well. I wanted to start with a little background, the Auditor serves as the statutory chair under state law for every municipalities Tax Incentive Review Council that has one. Not every municipality has one, I believe Reynoldsburg does. Either way, there are a lot in Franklin County. We have been working with a bunch of municipalities to compile this data. We launched our TIRC report, it's the first in the state of its kind. We are hoping other counties will follow suit, it sounds like that could happen. The TIRC report was launched in response to several inquiries that we got. We are the statutory chair of the TIRCs but the municipalities themselves are the ones that pass tax abatements, TIFs, many of the tax incentives that we would be dealing with. We loved the partnerships that we have had with the cities on these. We did launch the Hub online in June. It's on our website, franklincountyauditor.com if you would like to check it out. I will show you just a couple little pieces of what it looks like here. This is the broad over view. Abatements, without going too far into definition, they are tax incentives. The ones we have on our hub, the enterprise zone ones, which are mostly determined by the state, community reinvestment areas, which I will be referring to as CRA's. We have each of these kinds of abatements that we have put up on the TIRC hub. If you look on the left side of the hub, it will consolidate all of the tax dollars abated by the total number that you will see within all of the different color dots. The number on the left that you see, the total tax, accumulative total of all of those. You can see it's broken down by the departments as well. ADAMH, County, general, as well, this is where we would see those dollars going, as opposed to as in the abatement. This is not of course to say that these dollars are gone out the window, we don't make a value judgment either way. Our

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

responsibility is to maintain these documents and make them as accessible to the public as possible and understandable. That can be complex. Zooming in, we can see it still the dots, the dots are an abatement, they are added up and totaled on the left. On the top, you can see you can filter by city, village, and school district. There are a lot of ways to play with the data. You can click on a dot for a specific abatement, the blue lettering will give you a number and that will take you to our property search page, The property search will give you a ton of data, previous owners, deeds back to the 1800's, it can be pretty cool. If you are looking for city finance data, you can find a lot of information there. We have gotten a lot of good feedback. The TIFs can be in more broad areas, you won't have the dots but it works the same. Each shaded area is added up in there and you can see it adjusting on the side as you get a little closer in. It can designate multiple parcels within a project. That funding would be redirected to a specific fund for a specific purpose. Easton's is the example here, those dollars could be going to ADAMH, Children's Services, and those are going to dedicated infrastructure projects. It's kind of the same thing, you can click on it and get more dedicated information and then of course you can filter by city, village, and township. That's the TIF dashboard. On our hub you can apply for CAUVs, that's a tax incentive. Or tax exemptions for churches, non-profits. We have kind of consolidated that all in one handy place. It's just another part of making public data understandable and accessible and is presented in a digestible way. We will be adding new pieces onto this. If you have suggestion on how we can improve, I am here to take them. If you would like to talk to someone more in depth, we are setting those meetings up as well. I did want to mention something we have been talking with the State House on, we have had a specific filing period open for the Board of Revisions, and last year we had done our big tri-annual review. Which is a data overlay of all our property values that we maintain in the county. We have seen that a lot of them really went up. It was about 20% increase for residential and for commercial it was a little over 15%. I don't have to tell Reynoldsburg this but we are looking at a lot of growth and development. A lot of demand for homes and properties. Now there were concerns over the course of the pandemic that it was going to make it more difficult for businesses to bring in revenues. For example, a business property, you would have a lower property value, we worked with the state to re-open a special window to file with the board of revisions to get your property value adjusted. It is open to everybody, making that case for a residential home owner may be a little tougher. This is largely in response to businesses who shared those concerns. We worked with the State House, we had a good working dialogue with them and now have this period open for anyone who would like to file a complaint. It will be August 3 through September 2. Thank you.

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Communications

There were no additional communications.

Motions

A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE FIFTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR PURDUE PHARMA, L.P. IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, CASE NO. 19-23649

Attorney Shook
Purdue Pharma is the manufacturer of the drug Oxycontin, which is the trademark name for the drug oxycodone. The company was the subject of over 1000 lawsuits that have been filed both private and public over the last several years regarding misrepresentations that the company made in the 1990's regarding the addictive nature of their product, downplaying and dismissing in some cases, the danger of that product. As a result of those lawsuits, the company filed for bankruptcy. Several states and local governments are listed as creditors in the bankruptcy petition. Of the course of the year the bankruptcy has been mediated, and the mediator has recommended now an opportunity to settle that bankruptcy for 4.5 billion dollars. That settlement is subject to the approval of the over 3000 listed creditors, that includes the City of Reynoldsburg, who is listed as a community that has been negatively impacted by the opioid epidemic. That means that we get a vote on the settlement. At the communities that I have talked to on this, in the state of Ohio are voting yes on this settlement in order to move this process forward and avoid increased litigation that could negatively impact the settlement amount for the communities.

Councilmember Cotner
How did the City of Reynoldsburg end up in this? Did we initiate that or did they? There are over 3,000, so how did we end up part of this?

Attorney Shook
The city of Reynoldsburg, almost like every community in the state, was negatively impacted both by residents who have suffered from the disease and who have passed away, like other communities. We were notified of the law suit when it was filed last year, we went ahead and filed as a creditor last July, so that gives us the opportunity to

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

participate in the settlement process. Now the process moving forward is that the money will be paid out to the individual states. Ohio is listed as the state that will receive the 6th highest percentage of payout and then the state of Ohio will payout through the settlement plan. Not just from this case but other cases involving opioid manufactures to local communities. I unfortunately cannot give you a timeline on when we will receive proceeds from this.

Councilmember Cotner
It's a very long process. To clarify then, this is something that has affected every community. Reynoldsburg is part of this because you filed to say yes we have a reason to be in the claim. Some other random city may not have filed even if they were effected. It was a proactive move that you said hey we need to be part of this? Am I understanding that?

Attorney Shook
Correct.

Councilmember Cotner
Yes, so thank you. Mayor's office, Attorney's office, whoever was involved, thank you for doing it, there is no question Reynoldsburg, among many others have been affected. Next question, could be quite a while until we see funds, are there stipulations on how they are used or even internal conversation on how they are used, hopefully in a proactive manner to help those residents.

Attorney Shook
Yes and yes. As part of the settlement, there will be strings attached as part of any public entity that receives funds. Those will need to be used, education, prevention and treatment. Internally, as Council is aware, we do have recovery court program that we have adopted, we do connect people with treatment serves. We could use additional resources for that program because we are seeing probably higher demand for that program than we ever previously anticipated.

President Jenkins
What was the deadline for this?

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Attorney Shook
All creditor have until July 14 to vote. That's why we are presenting as a one read resolution. Technically we don't need Councils approval, I thought keeping Council informed was the best way to handle the process and present in this matter.

President Jenkins
Thank you.

Councilmember Strickland
Thank you Attorney Shook for filing on behalf of Reynoldsburg. Addiction effects every suburb, so thank you, I appreciate that.

Councilmember Baker
I am also going to say thank you. Will this go into the general fund or will they go into a separate fund so we can keep track of what's in there and what its being used for.

Attorney Shook
We will operate with the guidance that is being giving to us by the Attorney General office and the State Auditor. We have a process for setting up a special fund but I do anticipate that is what we would do.

Councilmember Baker
I just want to make sure this money goes to particular services. Addiction has affected every community, urban and rural. I just want to make sure it's going to what it should. Thank you.

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

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Reports

Auditor's Report

AUDITOR'S REPORTS MAY, 2021

Clerk Prasher
The Auditor's office submitted the budget by department and classification for the month of May 2021.

RESULT:	**READ INTO THE MINUTES**

Liquor Permits

FI 7616 EAST LLC LIQUOR PERMIT

Chief Baker
We have two transfer request that came to us for investigation. The first one was completed for a transfer for a liquor permit held by Subu Petroleum Inc. That is doing business as Sunoco at 7616 East Main Street. The permit is being transferred to FI 7616 East LLC who will continue doing business as a gas station. It is owned by <NAME INAUDIBLE>. Liquor permit is a C1 C2 class, which is for beer, wine and mixed beverages in sealed containers for carry out only. There have not been any alcohol police calls at the location during the last two years and the Ohio Department of Liquor Control has advised us that they are not aware of anything that would prevent this permit from being transferred. I do not recommend we request a hearing for permit application from transferred.

RESULT:	**READ INTO THE MINUTES**

MILLS PIZZA CO. LIQUOR PERMIT

Chief Baker
This permit was an investigation for a transfer for a permit held by Pizza Services LLC that is doing business as Massey's Pizza at 7070 East Main Street. The permit is being transferred to Mills Pizza Company who will continue operating the business as Massey's Pizza. Mills Pizza Company is owned by Joshua Mills. The liquor permit is for a D1 class which allows for on premises consumption of beer and sale of sealed

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

containers until 1 am. The Ohio Department of Liquor Control is not aware of anything that would prevent this permit from being transferred. There are no alcohol related police calls in the last two years to that location. I also do not recommend that we request a hearing for this permit to be transferred.

RESULT:	**READ INTO THE MINUTES**

Development, Parks & Recreation Committee

This is the Development, Parks and Recreation Committee Meeting for July 12, 2021.

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

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

Director Bowsher
So this is your second reading, we had a work session for Planning Commission last Thursday. They discussed some items. Tonight I asked that we formally push this off to the Planning Commission to ask for a recommendation from them to see this back in two weeks for its final reading. Second by Councilmember Pyakurel. Motion carries.

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

An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; and Authorizing the Execution of a Tax Increment Financing Agreement.

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Director Bowsher
This development has been known as the Eastwood project across from the Department of Agriculture. The applicant is here for additional questions as well this evening. This is a creating a tax increment financing district. Very similar to what we have with MI. This one is also about creating an agreement for said public improvement. Within that development there is a lot of infrastructure, roads, development. We want to off shell some of the public increase of traffic. We think there is going to be a lot off the boulevard that's through there. We want to ensure that we are giving the tools necessary to build infrastructure that meets the needs. We do not want a Priestly Road. It's very tight and hard to park vehicles. We adding various green spaces that are allotted into that development. Additionally, we want to have trail networks in there that are all according to that. 4.5 million dollars of public improvement in that area that's to be reimbursed via Tax Increment Financing. That is what this part of the development agreement is part of in Licking County.

Councilmember Cotner
School district issue, has that been settled, are they Reynoldsburg or Southwest?

Director Bowsher
This specific area is the commercial area of the development and this specific area will be Southwest Licking Schools.

Councilmember Cotner
With the TIF, then are they getting made whole in this?

Director Bowsher
Typically TIF agreements, outside of the MI one, it would be a 100% non-school, meaning we would pay pilot payments or payments in lieu of taxes to the said school districts to make them whole. This one is a 1075, very similar to what we did with the MI homes. 25% of the regular taxes would still go to the original break down, majority going to the school district. The remainder of the 75% will come directly to the City and be utilized for public purposes as stated in the ordinance.

Councilmember Cotner
I know some of this is discussed by other means but were putting a lot of this into the TIF, what is the developer bringing to this? You mentioned trails, roadways,

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

sidewalks, were now asking the residents to put this in and the developer is not funding some of those issues.

Director Bowsher
So they are funding everything up front, they are also putting in a community center out there without door pools and a park space.

Councilmember Cotner
An outdoor pool for the public or those residents?

Director Bowsher
For the residents of that area, about 1400 units that are going to be out there. In addition, making sure we are holding everyone to a higher standard of roads and infrastructure. The developer is building all of that out themselves, they are asking for reimbursement for those additions. What it would typically be, if you look at some of the older sub-divisions, even the MI one that we went with, it's a different kind of development. This is wider boulevard type streets, all of them have a little bit higher quality to them. Curb and gutter is better, it exceeds the standards that we currently have, as well as the trails, the park. Because of this, we are trying to make an agreement, that's why it's before you, to emphasize those and pay back those investments into the community.

Councilmember Bryant
How much of the infrastructure is in included in that 4.5 million?

Director Bowsher
It's the main boulevard. It's typically this horseshoe shape and then it will go to the north and then tie back into this traffic light that exist now in front of Summit campus. That main road they view that as major thorough fair that will take a lot of traffic and basically off set and almost create a new Summit Road. We have a lot of design work left to do and build that out and there is still the engineering phase left. There is still a lot left. Right now that's the main majority of that infrastructure. The residential roads are all paved by the developer, as they would any other element.

Councilmember Pyakurel
Have you done traffic studies and how those 1400 units would impact the traffic?

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Director Bowsher
Yes, it's not 1400 units that will pop up overnight, its organic. We have, we have taken a look at it. We have been working very diligently with their engineer, our engineering staff and Service Director. We are coming to an agreement on how we want to do that on Summit Road, do we want to make it a traffic light or round-a-bout, that's all part of the development process as we go through the PGU, plot grade utility and working further. This is just phase 1 of several other ones as they continue through. This TIF also allows us to give the best infrastructure and maximize whatever other infrastructure needs we do have to minimize that as much as possible. The Main Street out in that area is not the same type of Main Street that's over here. This is not just houses, this is also a commercial area. 7 acres is dedicated to office complex as well as 3 to 4 other acres for restaurant and retail space. As people know, there is very little restaurant and retail space.

Councilmember Strickland
When is this work supposed to start happening for the Summit area, infrastructure?

Director Bowsher
So they have been approved, phase 1. The major site plan has been approved at this point. I know you would like to start moving as fast as possible, but it takes time.

Joe Simanello
567 Lazelle Road
Westerville, Ohio 43081
We have been working diligently over the past year with Andrew, your Development Director, Mayor and recently Attorney Shook. We are before you tonight and we are asking for an emergency so we can finalize engineering and break ground early next spring. As Andrew pointed out, there are 7 acres of commercial. We view this as the eastern gateway to Reynoldsburg. If you have seen plans and renderings, the commercial acres, the TIF enables us to development almost the 10 plus acres of commercial along Main Street as well as all of the streetscapes to set the presence for that gateway into Reynoldsburg from the east. Question on timing is we would like to get started as soon as possible. If we start final engineering after the passage of this legislation, we will be able to start construction next spring.

Councilmember Strickland
Is this an emergency for this particular ordinance?

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Councilmember Baker
It doesn't say that on here.

Director Bowsher
Yes, two read emergency. I would like to amend that then to add it.

Councilmember Baker
Sidewalks along Summit, there are schools and you are putting in houses, you have to make sure there are sidewalks for kids and parents to get to and from school. I just wanted to make sure there is going to be a connection to sidewalks.

Director Bowsher
Yes, as future phases continue to develop and you go up north, connectivity is very important. Especially as you go into some of the sub off streets, connectivity to that traffic light that is there in the middle. They certainly will take a look at that. There are multiple different gateways, the architecture is based off of the department of agriculture, all tying it together. If you have been to the pinnacle, Joe has worked over there and he has some projects in Westerville. I just want to say that were very used to doing TIF agreements, this is a little extra layer on top of it but it's not uncommon.

Councilmember Strickland
The 4.5 million, that's all going to the infrastructure, correct?

Director Bowsher
Yes, that is correct. It has to be a public purpose.

Councilmember Baker makes a motion to amend the ordinance to add emergency language to the ordinance. Second by Councilmember Lawson-Rowe.

Roll Call: Councilmember Cotner -Yes, Councilmember Lawson-Rowe - Yes, Councilmember Pyakurel -Yes, Chair Baker -Yes. Motion carries.

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

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

An Ordinance to Repeal and Replace Ordinance No. 01-2021 to Approve the Phase 1 Final Plat for the Spring Hill Farm Development (Phase 1), and Declaring an Emergency

Director Bowsher
So it's technically something you have kind of already corrected. During the Phase 1, development phase, there was Maryland Court that was written on there on accident and it should have been Maryland Road. In Phase 2 A and B, thy fixed that, but they did not catch the one on the first one. It should have been road. You don't want it to be court and road on the same road, so what we have done is communicated with the County Recorder's office. We just need to repeal and replace this one, get it filed and fixed and taken care of. We are asking for a two read emergency to get it corrected.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Law and Courts Committee Meeting for July 12, 2021.

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

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

Chief Baker
This is a request to remove a cruiser, it's a 2010 Ford Explorer with 124,000 miles. It was recently sent in for Service and the supervisor Justin Jones said the cost of fixing the vehicle was about the same as the worth of the vehicle so we are asking that it be removed. And we will list the item on govedeals.com.

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

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Public Service & Transportation Committee

This is the Public Service and Transportation Committee Meeting for July 12, 2021.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Local Waste Services Ltd. to be the Sole Provider of Solid Waste, Recyclable Materials, and Yard Waste Collection Services for Waste Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio

Director Dorman
As many of you know we are in a consortium with our trash collection, we are with several other communities. Dublin, Westerville, Gahanna and several other towns. The City of Reynoldsburg has been in this consortium for many years. I have had quite a bit of experience as well with this trash contract. One of the things the consortium has looked it as is finding ways, it's a very large group, 70,000 households that's in it. It's not something that an average smaller company can come in and bid on without several other resources. What we have done over the past year is develop some options to hopefully. Get some other bidders on this and get some competition you could say. One thing we did is broke the consortium into smaller groups based on geographic regions. We are in with Gahanna and New Albany. I think Plain Township was another group. In doing so we are fortunate enough to receive two bids on our trash contract this year, which hasn't happened for a long time. I must say that we and Gahanna were the only two communities to received two bids. Everyone else only received the one bid from Rumpke. As you can see, hopefully the white paper I attached that gave the break down on price. We received bids from Rumpke and Local Waste. Based on those bids, Local Waste alternate was the best and lowest bid that we had. We let each contractor design their own bid. Basically you tell us what works for you, you pick the date and price. With that we received a price from Local Waste for $20.47 for the first 3 years. There are two one ear options on that, and they also agreed to hold that price. So for 5 years we have a $20.47 price, which is a very insignificant increase from the $19.13 we are paying. Rumpke's price was about $3.00 difference when you get into the 5th year of that contract. Two other interesting things, is that local waste is going to provide everyone

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

in the City with a red trash toter. The nice thing about that is it's easy to see and visible. So when people call and say they missed my trash, hopefully there isn't going to be a reason to miss the trash. Bulk pick up and yard waste are the same. Everything is collected in one day, the City will be broken down into two days. They will provide us with a map and show us what area will be picked up Wednesday and what area will be picked up Thursday but everything would get picked up the same day in that area. Another nice thing about Local Waste is they have cameras on all of their trucks. We can see exactly what interactions is out there, In case we do get some complaints, we don't typically challenge those over resident calls, they will typically go back and pick it up. The other thing nice about Local Waste is their fleet is all CNG. As the Mayor is looking to move more toward green initiatives in the City. Trash trucks are kind of the worst ones out there when they are idling and the emissions are going through the City. Their entire fleet is CNG, they actually have a CNG filling station at their location. The reason to put this in there now is because prices we need to adjust billing and put this in there prior to the first of the year.

Councilmember Pyakurel
How long has this company been in the business and what is there record looking at other communities.

Director Dorman
They have been around for a number of years, I think they service Pickerington or another larger community right around us. Part of our consortium is with SWACO, we have an attorney who reviews it and makes sure the company is sufficient and can handle this kind of contract.

Councilmember Salvati
They have been around since 1999.

Director Dorman
Another thing to mention, if you have a medical condition, or seniors, you can opt for smaller containers. Solid waste is heavier than recycling, so we will provide options when it comes to container size.

Councilmember Baker
That's good because I remember concerns about the recycling containers.

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Director Dorman
Senior citizen discount is still available still and walk service if needed will still be honored.

Councilmember Baker
I know some services when it comes to leaf removal, they have the residents rake the leaves to the curb and they come by and suck them up. At the time, I was told it would be even more expensive, can you check into that.

Director Dorman
Both cities I worked in before provided that, it was a City provided service though, not trash. You would hire City employees and they would come around and do that. But I can look into it and get you some information on that for the budget next year.

Councilmember Cotner
You said Gahanna got a couple bids too, did they get awarded any other contracts?

Director Dorman
They bid on Gahanna and us, everyone else basically has to pick Rumpke because that's the only bid they received.

Councilmember Cotner
Just out of curiosity, outside of the consortium, were they awarded any other bids?

Director Dorman
I know they service out in Granville. I know we have had issues with Covid and every company has. We will continue to hold their feet to fire.

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

An Ordinance to Modify the Contract for Water Service between the City of Columbus and the City of Reynoldsburg, and Declaring an Emergency

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Director Dorman
This is basically to discuss our water and sewer boundaries. There is a large water and sewer line that comes across basically where the Department of Agriculture is. That line was designed to service a lot more high density that what is out there. That line has extra capacity. This ordinance is to adjust our boundary to allow us to service some additional area out there. Because the Department of Ag is out there and it's not an intense user. It's less than having 2000 house users out there. This gives us some room to grow.

Director Bowsher
This is part two. If you recall back in 2019 we did a boundary line adjustment with the City of Columbus where they picked up two parcels. They finally passed it last month. So we do now have the petrol station and the old steak house right there just to the north of Home Depot. We need to clean up the water and sewer boundary lines out there as well. Instead of doing it all the way out to the east we did it all across the City to make sure our boundary lines line up to where we are servicing our residents and extending the boundary to align better with the 208 plan with the City of Columbus and EPA, which allows us to extend our boundary as far east as we possibly can with different annexation technique. That's what this is for, it allows us to have more teeth to go after it. Back in the 70's, they did a study a long time ago to take a look at the Refugee area. We would even be able to service areas up into Pataskala if they wouldn't have merged with Lima Township. Just allows us to clean up our boundary.

Councilmember Strickland makes a motion to forward the ordinance to Council as a single read emergency. Second by Councilmember Pyakurel. Motion carries.

An Ordinance to Modify the Contract for Sewer Service between the City of Columbus and the City of Reynoldsburg, and Declaring an Emergency

Director Dorman
This is the same thing we just discussed, it applies to the sewer piece of it.

Councilmember Strickland makes a motion to forward the ordinance to Council as a single read emergency. Second by Councilmember Pyakurel. Motion carries.

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for the Demolition of the Property Located at 7332 East Main Street (Happy Dragon), Appropriating Funds, and Declaring an Emergency

Director Dorman
This is the site everyone knows as the Happy Dragon. The City recently closed on it a few weeks ago and the tenant recently vacated the property. As part of the Main Street improvement project we are improving that intersection. The traffic light hangs on a wire there. We are putting up the regular mast arms and poles that you see all along Main Street. They will be black, they will match the street lighting that we are putting in a long that section as well. This is just phase 1 of Main Street from Davidson to Jackson. The next section is Jackson to Waggoner and Graham. By removing the building, it allows us to do the improvements that we need to do. That means widening the radius, so when trucks turn they are not going over the curb. Making a wider sidewalk, put the traffic signals where we want to and clean up the intersection.

Councilmember Baker
You know the bells that are on the corner to make sure cars don't jump. Will those still be or are you planning on taking those up.

Director Dorman
I am not sure if they are in the plan for this historic district but typically they are in the plan for many of our key intersections.

Councilmember Pyakurel
Can you explain the myth of why we can’t drive on Main Street and there being too much traffic, can you just clarify for the residents who have asked.

Director Dorman
Right now the gas company's line is where we are doing our sidewalks, so they have to move their gas line. That's the company out there now, Miller Pipe Line is doing the work on behalf of Columbia Gas. So everyone is getting a new service going into their properties. That's the first part of this, there is always the utility coordination. We have to get them to move around, AEP has been out there putting in poles for temporary utilities that need to be done as well. Once that gets done, we will move into our contractor coming to site permanently and start the curb lanes. The street is

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

going to be narrowed, that median is going to be removed and become a drive lane if needed. It's going to be some driving lanes, it's going to be until late spring next year to be complete. As you know, the idea of this in the historic area is to widen the pedestrian pathway and narrow the street and detour some of the larger trucks we see coming through from the Etna facilities. We hope they will start taking Taylor and other roads that they should be using. We are going to put a median back in and we an island or pork chop right there at Lancaster, which will really restrict turning movements you see going around Vick's Pizza and the funeral home. Trucks won't be able to make that turn. It will be more pedestrian friendly, restaurants can have cafe seating, and stores can have sidewalk sales. We appreciate it, were all going through it now.

Councilmember Strickland
When is this project supposed to start?

Director Dorman
The demolition, I spoke to Colvin the other day, this was the best bid we received. They recently took down the building next to Vicks. They will start mid-August.

Councilmember Baker
If our thinking of re-routing trucks to Taylor, please get that turn lane fixed. It's getting a little ridiculous. I have set there through the light, and I have seen cars go through the light because they are tired of waiting.

Director Dorman
With the preamp system we will get a hard look at all of our controllers. We will get a look at traffic timing on Main Street and in the different corridors as well. The biggest thing is making sure they are functioning as they should. I agree with you, the ADTs I don't think have been studied in a while especially with Etna growing out there. That will improve with the preamp system, even the timing of these signals will improve when they fire department is not going through them.

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

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Finance & Administration Committee

This is the Finance and Administration Committee Meeting for July 12, 2021.

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

An Ordinance to Authorize the Mayor to Enter into a Developer's Agreement with Trivium Development, LLC for the Purpose of Future Sale and Re-Development of Real Estate, and Declaring an Emergency

Director Bowsher
This should not be surprise, we did close on the Happy Dragon have keys. This is step 2 of a 3 step process. This the Developers agreement with Trivium, our developer. The agreement you have outlines our commitment to him as well as with the City to bring a mixed use development on the corner of Lancaster and Main with public parking to the rear. There will be a third piece that will come back later once we have approvals with a major site plan, we will commence the project with contracts and allocate what that exact would be to purchase. I just want to make it very clear that what the City receives back on that purchase contract is one piece on the return on investment. The amount of dollars that generated from tax dollars from this facility as well as the tax revenue that goes off to the schools and township. It's very much incrementally larger than what exist there now. Additionally, it's hard to put a number on quality of life and what this is going to do for the community. As one domino falls of a lot bigger projects. You had heard Director Dorman mention our improvements, just from Davidson all the way to Graham, that's an 8 million dollar investment into the community. If you couple that into the over a million dollar parking lot, we have a memorial plaza that is beautiful. You see what Vick's is trying to do, so there are a lot of dominos that are falling into place, we feel that this agreement is absolutely fair. It's a really great public, private partnership. We did utilize best practices. A short while ah I had the pleasure of reading a short letter that the Auditor put together. We actually knock off a lot of bullet points to pull together to make this equitable. You will see another one for PNC bank down the line. This is the first domino to fall, I think the sooner we get this done, the faster we can move and see a brand new building in our down town. Right now, as it stands we are courting Identipractice, a breakfast/brunch, coffee shop, ice cream shop, incubator

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

type space and if they go up to a third story, roof top type bar as well. I didn't get to say this on the last agenda item for the zoning code but the Mayor and I will have a very big announcement about Main Street in the next couple of months. Maybe even bigger than that, it will be very exciting. Our zoning code just got nominated for an American Planning Association Award. It's a national award. That is very tough to get, it's the accreditation body for my certification and my degrees in City Planning. It's a big honor and a very big deal. You get selected over thousands of communities. It's really great and just to be nominated is an honor. I thank all of City Council for amending and I think it's a team effort here in the City and we have a lot to be proud of.

Councilmember Baker
Congratulations, bring home the gold!

Councilmember Salvati
In the Developers Agreement, section 3g, it talks about using some of the TIF funding to reimburse Trivium for certain cost. I understand what it means, but it's a little vague on what we're reimbursing for.

Attorney Shook
We anticipate the plan submitted by Trivium will include a right of way with ingress and egress onto Lancaster with L shape. That will be dedicated back to the City for a right of way for the construction cost that incurs, we intend to reimburse them through revenue that we raise through TIF on the subject property.

Director Bowsher
In addition, currently we have about 16 parking spaces that we have as open parking spaces, when we shift the parking to the rear we are more than double that. We don't know the exact number yet. There is a range so I don't want to put a number out there if we fall short. It's definitely going to increase the parking and I think we have a really great developer who is really going to farm relationships with the local businesses. Going to include the new 1883 Locale. Check that out, the grand opening was over the weekend. Additionally, Derrick the owner of Prost and Tempe Taco, understanding that whatever we put in here we don't want to cannibalize the type of parking we need down there. So targeting coffee and brunch shops so the traffic is coming down there during the day instead of evening so that public parking can be utilized for other types of events. It's a collaborative effort that we are all trying to do.

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Councilmember Salvati
I did appreciate in the agreement that it called out all of those parking spaces so that whatever businesses we put in there, can't put in a sign to assign parking. The other thing, we have known for a long time how all of this was going to go but can you make a quick comment on how we arrived at working with Trivium specifically.

Director Bowsher
We worked with a variety of developers in the past, previous administration trying to make something happen. We had started speaking with Tim and because of his interest, investment in the community and his track record, he is very much an ideal candidate for us to work with. Additionally, if we got an asset, we don't want to hold onto too long if it's got money into it. That includes PNC bank. To get a fast return on investment it's always best to utilize the best available option we have and also it would be the quickest because we were already working in the area. The City had already taken a look at it and at doing a phase 1 early on but obviously we had to update that. It was just an easier if we fix, if we would have put this out there and out to bid it would have delayed the time lines a lot, especially when we were already communicating with this developer and he was given us the best use for this space within the zoning code and what we were trying to do in Old Reynoldsburg.

Councilmember Salvati
I know he has other interest in that area that aren't City owned, so he has some invested interest in that area.

Director Bowsher
Yes, roughly 2 million.

Councilmember Strickland
Can you expand on some of the development that Trivium has done?

Director Bowsher
Yes he has a few deals in the Polaris area as well as Worthington. A brand new 5 story building in Worthington is going up, a boutique hotel. If you have been up to Westerville in Cleveland Avenue and West Star, the majority of that development is brought to you by Trivium Development. That includes the Brew Burger and Local Cantina that's there. He has hand a lot in the land planning development on that

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

corridor. Additionally, he has done a lot of work with Ohio Health building emergency care facilities recently, Ohio State and the VA Medical Center in Grove City.

Councilmember Cotner
In 4b, it says a certain percentage will be dedicated for parking. What point will we know that percentage for public parking?

Director Bowsher
The goal was, we did not want to hamstring the developer nor ourselves but pushing and then not getting the best product possible. We wanted to be stern but give some, understanding that we could always not follow through with the overall purchase contract if we were getting something we did not like. Additionally, we will know when it goes to major site plan approval when we are approving it, the majority of those parking spaces will be allocated to public, that was sort of the main goal and why were also putting in our parking space, to front a building to the frontage. I would say on this building we will certainly see a major site plan before the end of the year. And we will know how many of those spaces will be public spaces for parking permanently. The tenants don't get to dedicate the parking. Trivium typically owns their buildings, operate them and have a property management company and continue to update and maintenance the facility. His main goal is for them all to be public spaces and why he was picking specific tenants so they aren't competing with the existing businesses down there, he wouldn't be doing that if he didn't want them all to be public spaces.

Councilmember Cotner
I'm not questioning that he wants to succeed in that but things change, tenants change, developers change. I just want to make sure we have clearly defined what our community has.

Attorney Shook
We do intend when we negotiate a final purchase agreement, if we get to that with this developer, to include a reversionary clause into the deed that if the development is not constructed as specified in the site plan, if parking is not included for a public purpose that the property will revert back to the City in ownership. We want to include that clause in there to protect the public and the City.

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Councilmember Cotner
Thank you, that's a solid answer and changes a lot. The 70% that the City is going to recoup in cost on that, is that going to count the demolition?

Director Bowsher
It does. It's the overall project cost.

Councilmember Cotner
Does that include the parking lot? How are we coming up with total value there?

Director Bowsher
No, so that is incurred cost from what we have incurred from the project. It's been well documented from Director Dorman that the parking lot as it exist right now would need to be completely constructed. If you have driven over there you have seen the large divots, it needs repaved. The understanding is that we will get a brand new parking lot by gifting the said over as well as gaining more spaces. So we will be gaining more spaces instead of trying to build something for less.

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

An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Clerk of Court Copiers, Waive Competitive Bidding, and Declaring an Emergency

Attorney Shook
Ill speak for the Clerk of Court, who by the way does an excellent job for the city, I know you don't get to see her that often. This is for two copiers, one is for the Clerk of Court office and the other is for the Police Department but it used by the Clerk of Court office to print out LEADS reports. The total accumulative value is more than $25,000.00 so it needs approval, they are on the state bid so we can waive bidding.

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

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Consent Agenda for Emergency Adoption

92-2021

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 121-19 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EQUIVANT FOR COURTVIEW SOFTWARE, TO WAIVE COMPETITIVE BIDDING, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

93-2021

AN ORDINANCE TO MODIFY THE CONTRACT FOR WATER SERVICE BETWEEN THE CITY OF COLUMBUS AND THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

94-2021

AN ORDINANCE TO MODIFY THE CONTRACT FOR SEWER SERVICE BETWEEN THE CITY OF COLUMBUS AND THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Consent Agenda for First Reading

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 01-2021 TO APPROVE THE PHASE 1 FINAL PLAT FOR THE SPRING HILL FARM DEVELOPMENT (PHASE 1), AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST OF THE POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LOCAL WASTE SERVICES LTD. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES, AND VARIOUS SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COLVIN GRAVEL COMPANY INC. FOR THE DEMOLITION OF THE PROPERTY LOCATED AT 7332 EAST MAIN STREET (HAPPY DRAGON), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TRIVIUM DEVELOPMENT, LLC FOR THE PURPOSE OF FUTURE SALE AND RE-DEVELOPMENT OF REAL ESTATE, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE CLERK OF COURT COPIERS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Consent Agenda for Second Reading

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

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

AN ORDINANCE ESTABLISHING CHAPTER 785 MEDICAL MARIJUANA FACILITIES OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST OF THE POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE TO AMEND SECTION 1399.05 EXEMPTIONS TO VACANT PROPERTY REGISTRATION OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, & BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING & BIDDING SERVICES FOR A TRAFFIC SIGNAL INTERCONNECT AND PREEMPTION SYSTEM ALONG THE MAIN STREET CORRIDOR (BRICE TO WAGGONER ROADS) AND APPROPRIATING FUNDS --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, & BIDDING SERVICES FOR THE GRAHAM ROAD MULTI-USE TRAIL/SIDEWALK EXTENSION (PALMER ROAD TO LIVINGSTON AVENUE) PROJECT AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

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

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

Consent Agenda for Third Reading

95-2021

AN ORDINANCE TO AMEND CHAPTER 373 BICYCLES AND MOTORCYCLES OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO REMOVE BICYCLE LICENSING REQUIREMENTS --- Bryant. Public Safety, Law and Courts Committee.

96-2021

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 2000 MXU METERS FROM SENSUS FOR THE UPGRADE PROGRAM AND WAIVE COMPETITIVE BIDDING --- Strickland. Public Service and Transportation Committee.

97-2021

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING FLEET SAFETY POLICY MEDICAL MARIJUANA, AND JUNETEENTH HOLIDAY --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Lawson-Rowe
I would like to publicly thank the Mayor and Development Director and team who had a hand in placing the banners along with the businesses so proudly shown. We all know the businesses are so proudly shown and we are showcasing what have here in the City, I'm so proud.

President Jenkins
I want to congratulate Mr. Bowsher on the nomination.

Councilmember Baker
I would like to thank 1883 Locale, it was phenomenal, I love the decor and the food was good. I want to thank our first responders, doctors, nurses and teachers because summer is ending. I want to keep them in our prayers even though things are open back up, but we are still in a pandemic. Shout out to the Reynoldsburg Cheerleaders, I saw also the football team did a trash pick-up. Reminder for the community service award nominations as well. Also on

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 12, 2021

the 4th, if you want to adopt a road, talk to the service department, that program is up and running.

Councilmember Salvati
The Reynoldsburg Education gala is coming up at the end of the month and it will be at 1883 Locale.

President Jenkins
I would like to thank the RCA for the parade, it was wonderful. Also, the 4th of July, I heard great comments about that and that everything was great. I want to thank RCA for everything they have done and everyone who works in that committee.

Upcoming Meetings

July 15, 2021 BZBA

July 22, 2021 Special Planning Commission

July 26, 2021 Council

August 5, 2021 Planning Commission

Council is on a break for the month of August

August 19, 2021 BZBA

Adjournment

Leanora Jenkins
Leanora Jenkins, President of Council

Mollie Prasher
Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Jul 12, 2021 6:30 PM (Approval of Minutes)

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

MOTION REQUEST

DATE: **July 26, 2021**

TO:

RE: **Process for Liquor Permits During August 2021**

Approval:

Joe Begeny	Completed Chris Shook	Stephen Cicak

This motion provides direction for the Clerk of Council for any liquor permit requests received during the August 2021 Council recess.

A Motion to Authorize the Clerk of Council to Return Any Liquor Permit Requests Received During the August Recess, to Mark "Without a Request for Hearing," as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing While Council is in Recess for the Month of August 2021, Unless the Police Department Finds a Reason for a Hearing, Prompting a Special Council Meeting

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

MOTION REQUEST

DATE: **July 26, 2021**

TO:

RE: **August 2021 Recess**

Approval:

Joe Begeny	Completed Chris Shook	Stephen Cicak

This motion is to affirm Council's recess for the month of August, 2021.

A Motion to Recess the Reynoldsburg City Council for the Month of August 2021

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

Memo

DATE: **July 26, 2021**

TO: **City Council**

CC:

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

I am submitting monies collected from the courts held on, 6/3, 6/10, 6/17 and 6/24/21. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	$ 7,152.00	
Court Costs & Misc. Costs Assessed	(#110.4510)	$ 9,136.00	
Sub-Total (To General Revenue Fund)			$ 16,288.00
Computerization Needs Fund	(#211.4510)	$ 1,370.00	
Enforcement & Education Fund	(#293.4616)	$ 95.00	
Sub-Total		$ 1,465.00	
Total Amount Submitted		**$ 17,753.00**	

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

Memo

DATE:	**July 26, 2021**
TO:	
CC:	
RE:	**Women & Minority Business Vendor Legislation**

This is a work session to discuss the proposed legislation to set a City policy to support using female and minority owned businesses.

AN ORDINANCE TO CREATE CHAPTER 176, DIVERSITY, EQUITY, AND INCLUSION, OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG

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

CHAPTER 176

DIVERSITY, EQUITY, AND INCLUSION

§ 176.01 Definitions. For the purpose of this Chapter, the following words, phrases and terms shall be defined as set forth below:

(A) "Contract" shall mean a binding agreement between the City of Reynoldsburg and some other party(s) whereby the city expends its funds to:

(1) Employ such party(s) for the construction of any public improvements; or
(2) Purchase any personal property; or
(3) Purchase services; or
(4) Lease any personal property from another party.

(B) "Contract" does not include binding agreements between the city and some other party(s) whereby:

(1) Any real property is leased to or from the city; or
(2) Any personal property is leased by the city to another; or
(3) Real property is purchased by or from the city; or
(4) The city agrees to provide services to some other party(s); or
(5) The agreement to provide services to the city will be totally fulfilled by a business entity with employees less than four (4) individuals; or
(6) The city contracts for services to be provided by another governmental agency; or
(7) The city establishes a contract with a not-for-profit entity; or
(8) The city establishes a contract for commodities with fixed prices; or

(C) "Contracting agency" shall mean any agency authorized to act as an agent for the city to enter into a contract on behalf of the city.

(D) "Controlled" for purposes of determining whether a business is minority-owned or women-owned (referred in this ordinance in combinations as “M/WBE”) means the owner(s) shall:

(1) Possess and exercise the legal authority and power to manage business assets, goodwill and daily operations of the business; and
(2) Actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

(E) "Minority-Owned Business Enterprise (MBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more eligible minority group members as defined by this code.

(F) "Minority Group Members" shall mean African Americans, Asian Americans, Hispanic Americans and Native Americans, all as defined by the US EEOC, legally residing in, or that are citizens of the United States or its territories.

(G) "Owned" shall mean:

(1) At least fifty-one percent (51%) of the business is owned and controlled by individuals born or naturalized of the United States;
(2) The ownership shall be real and continuing, and shall go beyond the mere indicia of ownership of the business reflected in the ownership document; and
(3) The owner(s) shall enjoy the customary incidence of ownership and shall share in the risks and profits commensurate with their ownership interest, as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

(H) "Women-Owned Business Enterprise (WBE)" shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more women that are U.S. citizens.

§ 176.03 Diversity, Equity, and Inclusion Officer (DEI Officer)

(A) There is hereby created in the City of Reynoldsburg the position of Diversity, Equity, and Inclusion Officer (DEI Officer) who shall report directly to the Mayor and City Council. The DEI Officer shall be selected by a Committee consisting of the Mayor, Council President, Human Resources Director, and the Chairperson of the Public Service and Transportation Committee who shall submit the selection to City Council for approval by majority vote.

(B) The DEI Officer is dedicated to creating and implementing programs, policies and procedures that will deliver and capture value through supplier and workforce diversity. Additionally, the office will assist underserved, under-utilized and economically disadvantaged businesses with gaining greater access to procurement opportunities and resources to build viable and sustainable businesses. The DEI Officer shall have the following duties, responsibilities and authority:

(1) Administration and enforcement of compliance with this Chapter;

(2) Receiving and reviewing all rules and regulations issued by the State of Ohio or the federal government relevant to contract compliance, and assuring that the City is conforming to those rules or regulations
(3) Reviewing ordinances authorizing the entry into contracts and certifying the proposed contractor's compliance prior to the ordinance being submitted to council
(4) Certifying qualified business enterprises and monitoring their participation on city contracts to ensure compliance with this Chapter.
(5) Establishment of written policy and procedures to execute this Chapter;
(6) Development, refinement and coordination of supplier diversity and procurement activities such as outreach, solicitation for small contracts, bid specification review and prompt payment/contract dispute resolution procedures;
(7) Investigation of alleged violations of this Chapter;
(8) Analysis and review of programs on an annual, bi-annual or quarterly basis, and in accordance with the review and reporting requirements contained in this code;
(9) Analysis, review and recommendation for adjustments to the city's annual participation goals;
(10) Establish and review of all applicable specific contract participation goals;
(11) Recommendations to the Mayor and City Council regarding additional efforts necessary to ensure the effective operation of this office pursuant to periodic review and reporting requirements contained in this code.

§ 176.05 Equal Employment Policy and Workforce Diversity

(A) It shall be the policy of the City of Reynoldsburg to provide equal opportunity without regard to race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, natural hair types and natural styles commonly associated with race, or military status in hiring, tenure, training, terms, conditions or privileges of employment.

(B) The DEI Officer may, in conjunction with City departments and management, develop guidelines, initiatives, and programs to help advance and promote workforce diversity in the City of Reynoldsburg.

§ 176.07 Outreach and Solicitation

(A) The DEI Officer shall provide outreach efforts to solicit and encourage M/WBE to bid on city contracts. Specific "Outreach" efforts may be developed and coordinated by the DEI Officer, in conjunction with the appropriate departments and divisions.

(B) The DEI Officer may provide for enhanced solicitation efforts to encourage M/WBEs to bid for small contracts.

(C) The DEI Officer shall be responsible for providing a listing of certified M/WBE businesses. This listing is to be segmented or sorted into specific trades or lines of business (for each type of goods, services and construction purchased or contracted by the city) in accordance with this Chapter.

(D) City agencies may be encouraged by the DEI Officer to eliminate any unnecessarily restrictive bid specifications that may adversely affect M/WBE participation.

§ 176.09 Good Faith Efforts. Good Faith Efforts are voluntary steps taken to demonstrate the willingness of a bidder to fulfill the City's diversity and inclusion opportunity objective when bidding on a contract. Such good faith efforts shall be considered an important factor in determining the "lowest *and best*" bid for contracting purposes under Chapter 175.

In deciding that the bidder has made a good faith effort, the DEI Officer may consider specific documentation concerning the steps taken to obtain M/WBE participation, in accordance with the following factors:

(A) Attended any pre-bid or pre-proposal meetings scheduled by the City department;

(B) Followed up with M/WBEs that attended the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted M/WBEs listed in the City's certification directory;

(C) Conducted outreach with M/WBE focused organizations and associations far in advance of solicitation due date (no less than 10 business days);

(D) Identified and designated portions of the work to be performed by M/WBEs to increase the likelihood of participation (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation);

(E) Advertising subcontracting opportunities focused towards minority and women-owned business persons far in advance of solicitation due date;

(F) Provided M/WBEs with a point of contact that was knowledgeable about the project and possessed decision-making authority to answer questions from interested M/WBEs;

(G) Provided a reasonable number of M/WBEs with timely written notices via email, mail, and/or fax and/or with documented contact regarding the subcontracting/supplier opportunities.

(H) Followed up with the M/WBEs solicited to determine if they were interested in submitting a bid or proposal or participating on a team;

(I) Provided interested M/WBEs certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract;

(J) Negotiated in good faith with interested M/WBEs;

(K) Entered into a formal contract, or signing enforceable letters of intent with M/WBEs;

(L) The DEI Officer may encourage a bidder to make additional efforts to utilize M/WBE subcontractors prior to contract award. These efforts could include but are not limited to contacting the ODI office for advice and guidance regarding "Good Faith Efforts."

§ 176.11 Certification for Women and Minority-Owned Business Enterprise.

The DEI Officer shall be responsible for the certification and verification of M/WBE businesses located in the City of Reynoldsburg or within fifteen (15) miles of City limits. To be eligible for certification, each applicant must meet the definition of Minority-Owned Business or Women-Owned business as defined herein.

(A) Any M/WBE business possessing a current certification from the State of Ohio as set forth in Ohio Revised Code Sections123.151 and 123.154 shall be granted reciprocal certification by the DEI Officer.

(B) The DEI Officer shall be responsible for implementing an additional certification process for those businesses not possessing M/WBE certification from the State of Ohio.

(1) Any applicant must provide any and all materials and information necessary to demonstrate ownership and active participation in the control, operation, and management of the business.

(2) The DEI Officer will review and evaluate any application and support documentation, and may reject the application based on one or more of the following:

a. The applicant does not meet the requirements of the definition of a certified business.
b. The application is not complete.
c. The application contains false information.
d. The applicant has not provided materials or information requested by the DEI Officer.

(C) The DEI Officer will make a certification determination within 30 days after the date the city receives a satisfactorily completed application from the applicant. If certification is denied, the director will notify the applicant in writing and specify the reason(s) for denial.

(D) The DEI Officer shall provide for all of the following:

(1) A comprehensive certification system that is regularly updated and an on-line listing of certified businesses segmented into specific trades or lines of business (for each type of goods, services and construction purchased or contracted by the city).
(2) Recertification of those businesses at least every three years.
(3) Random on-site visits to verify ownership and control and compliance with certification requirements.
(4) Decertification of any previously certified M/WBE upon a final determination that the firm is no longer satisfying the certification requirements. Any decertified M/WBE may appeal the determination of the ODI in accordance with the appeals procedure provided in this code.
(5) Graduation of certified firms that exceeded the revenue or size standards to be established by the DEI Officer.

176.13 Contracting Agency Responsibility.

(A) The contracting agencies of the City are directed to include the following equal opportunity clause in all contracts exceeding two thousand five hundred dollars ($2,500.00). The inclusion of this clause may be waived by the DEI Officer where it is appropriate due to a similar clause requirement by state or federal law. The requirements contained in this clause will be considered by the DEI Officer in determining whether a contractor is in compliance with this Title.

"The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, natural hair types and natural styles commonly associated with race, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, natural hair types and natural styles commonly associated with race, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause."

(B) It is the policy of the City of Reynoldsburg that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.

(C) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(D) Failure or refusal of a contractor or subcontractor to comply with the provisions of this Chapter may result in cancellation of this contract.

§ 176.15 Department Contracting and Reporting Responsibilities.

Each City department has a vested interest in ensuring that the city of Reynoldsburg is a diverse and inclusive city. Therefore, each department will have the following responsibility:

(A) Department directors or designees shall participate in a cross functional process, to track and report supplier diversity and workforce diversity initiatives.

(B) Regular reports shall be filed by all City agencies on forms provided by the DEI Officer for the purpose of monitoring compliance with the provisions of this Chapter.

(C) The DEI Officer shall be notified by the department director, contract administrator or department designee of any proposed subcontracting changes or contract issues that impact M/WBEs during the term of a contract. Additionally, the contract administrator shall notify the DEI Officer if the work of a subcontractor has been inspected and approved and the subcontractor, after a valid invoice has been submitted, has not been paid for more than 10 days after the prime has received payment.

(D) The DEI Officer in conjunction with department directors may create subcommittees to develop additional accountability measures, benchmarks and goals.

§ 176.17 Annual Report to City Council.

The DEI Officer shall submit an annual progress report to city council. Such report shall include an analysis of city contracting; recommendations for future action; and such other information as is requested.

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Eastwood Development TIF**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

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

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel

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

comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I. Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten 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 and this Ordinance (the "TIF Exemption").

SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (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 that directly benefit, or that once made will directly benefit, the Site .

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

SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

SECTION IV. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely

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

for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V. This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy

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

thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C.

SECTION IX. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the financial needs of the City. The reason for such necessity is to expeditiously proceed with re-development plans for the Development Site without further delay. This Ordinance shall take effect immediately upon the signature of the Mayor.

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I. Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten 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 and this Ordinance (the "TIF Exemption").

SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (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 that directly benefit, or that once made will directly benefit, the Site .

SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and

collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

SECTION IV. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein

shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V. This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

SECTION IX. This ordinance shall take effect and be in force at the earliest date permitted by law.

Passed this _____ day of _____, 2021.

_____
Angie Jenkins, President

_____
Joe Begany, Mayor

ATTEST:

_____
Mollie Prasher
Clerk of Council

APPROVED AS TO FORM:

_____
Chris Shook
City Attorney

EXHIBIT A

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000

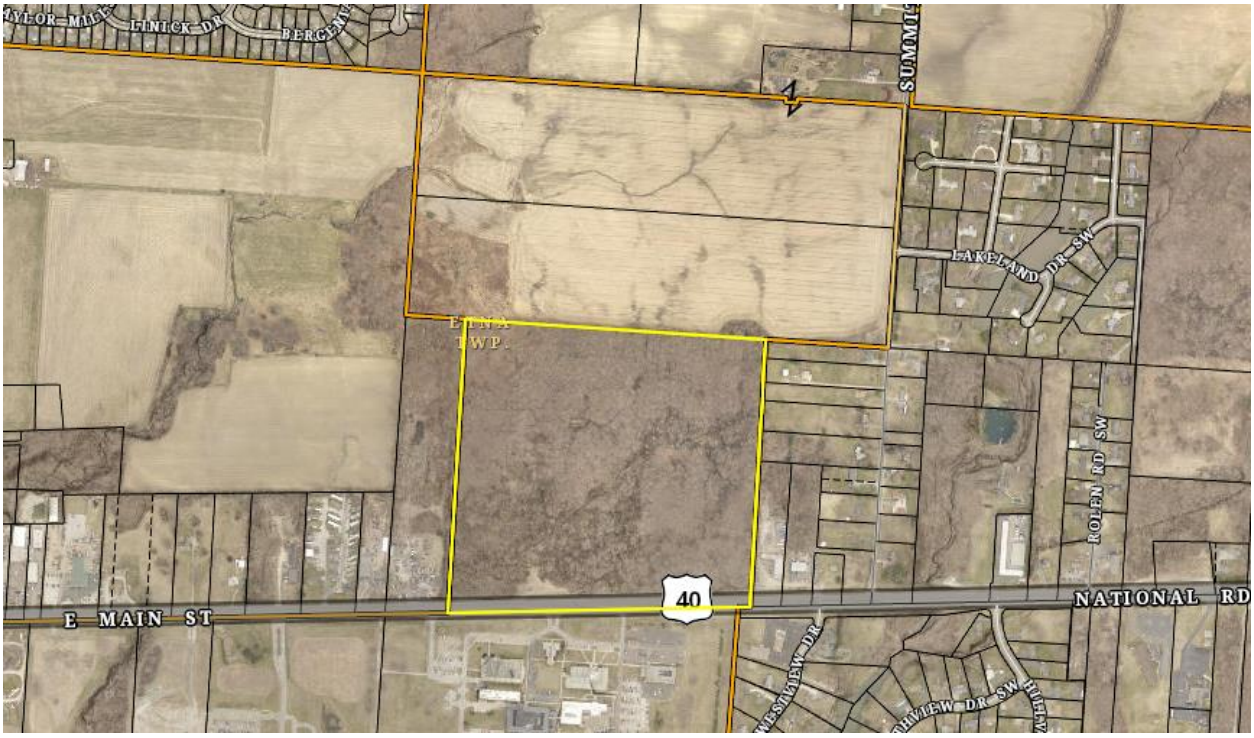


EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, 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.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- 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 above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in

connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this "Agreement") is made and entered into as of this 26th day of July, 2021 (the "Effective Date"), by and among CITY OF REYNOLDSBURG, OHIO, a municipal corporation and political subdivision (the "City"), and EASTWOOD DEVELOPMENT PARTNERS LLC., an Ohio limited liability company (the "Company").

WITNESSETH:

WHEREAS, Company has acquired or will acquire certain real property which is located within the jurisdiction of the City, consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Company plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Section 4 and in Exhibit B attached hereto and incorporated herein by reference (the "Public Infrastructure Improvements"), which City and Company agree will benefit and serve the Property; and

WHEREAS, City, in accordance with Ohio Revised Code ("O.R.C.") Section 5709.40(B), desires to declare improvements to individual parcels within the Property (the "TIF Area," with each parcel within the TIF Area referred to herein as "Parcel") in accordance with the terms of this Agreement for the purpose of providing the means to fund or reimburse the costs of constructing the Public Infrastructure Improvements; and

WHEREAS, by its Ordinance No. 2021-[___] passed July 26, 2021 (the "TIF Ordinance"), the City has declared that seventy-five percent (75%) of the increase in the assessed value of each Parcel located within the TIF Area subsequent to the effective date of the TIF Ordinance (such increase, as further defined in O.R.C. Section 5709.40 and the TIF Ordinance, is hereinafter referred to as the "Improvement"), is a public purpose and is exempt from taxation for a period commencing for each Parcel within the TIF Area with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel within the TIF Area first appears on the tax list and duplicate of real and public utility property, and ending for each Parcel within the TIF Area on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance (the "TIF Exemptions"); and

WHEREAS, the City sent notice of the TIF Exemptions to both the Board of Education of

the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived; and

WHEREAS, City has determined that it is necessary and appropriate and in the best interest of City to provide for the current owners of each Parcel and any future owners of each Parcel (each such owner referred to herein individually as an "Owner" and collectively as the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the "Service Payments") to the Licking County Treasurer (the "County Treasurer"), which Service Payments will be used, in part, to pay the costs of Public Infrastructure Improvements, all pursuant to and in accordance with O.R.C. Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes"), the TIF Ordinance, and this Agreement; and

WHEREAS, the City Council of the City in the TIF Ordinance approved the terms of this Agreement and authorized its execution on behalf of the City; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Company to create the Improvements, the parties agree to the foregoing and as follows:

Section 1. Obligation to Make Service Payments.

(a) Service Payments. Each Owner, including the Company, hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for each Parcel within the TIF Area, until the respective expirations of the TIF Exemptions. Any late payments will bear penalties and interest at the then current rate established under O.R.C. Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under O.R.C. Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with respect to each Parcel, with such payments referred to herein as the "Property Tax Rollback Payments") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The City agrees that a City Public Improvement Tax Increment Equivalent Fund shall be created for all the Parcels within the TIF Area (the "TIF Fund"), which will receive all applicable Service Payments and Property Tax Rollback Payments made with respect to the Improvement to each Parcel that are payable to the City, together with any investment earnings on money in the TIF Fund.

(b) Priority of Lien. Company acknowledges, for itself and any and all future Owners, that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in O.R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service

Payments, will apply to this Agreement and to each Parcel in the TIF Area and any Improvements thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse City and Company for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City or the Company to enforce the provisions of this Agreement against that Owner.

(d) Recordation. Promptly following the date when Company has obtained legal ownership of all or any portion of the Property, it shall, at its sole cost and expense, cause an instrument to be recorded in the Licking County, Ohio real property records for each Parcel in the TIF Area that provides evidence of the existence of this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Section 323.11 and O.R.C. Section 5709.91, be prior to any mortgage, assignment, lease or other conveyance by the Owners of any of their part of or interest in the Parcels within the TIF Area, and prior to any security instrument encumbering all or any part of or interest in the Parcels within the TIF Area; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the Term of this Agreement, the Owners shall cause all instruments of conveyance of any of their interest in all or any portion of the Parcels within the TIF Area, and of any Improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of O.R.C. Section 5709.91 or other law. It is intended and agreed, and it shall be so provided by each Owner in any future deed conveying a Parcel or any part thereof, that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by City and Company whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that these agreements and covenants shall remain in effect for the full periods of all of the TIF Exemptions enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of that Owner's ownership of all or any portion of any Parcels within an applicable TIF Area and only with respect to the portion of a Parcel within the TIF Area which is owned by the Owner. Upon satisfaction of each Owner's obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed.

Section 2. Establishment of TIF Fund by City. City agrees that it shall establish the TIF Fund as deposit funds to be held in the custody of City for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to City. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, the County Treasurer is required to make distribution of the Service Payments to City, and any Service Payments received by the City shall be deposited to the TIF Fund. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, amounts on deposit in the TIF Fund shall be used by the City to reimburse the Company

for costs of the Public Infrastructure Improvements or to pay obligations issued to finance the Public Infrastructure Improvements in the manner and amounts described and permitted herein.

Section 3. Exemption Applications, Withdrawal, Maintenance and Notice. Company, or the Owner if the Company no longer owns a Parcel for which a TIF Exemption is being applied, shall prepare, execute and request that the City file such applications, documents and other information with the appropriate officials of the State, City or other public bodies as may be required to consent to or claim the TIF Exemptions. City agrees to timely file any such applications prepared by the Company or any Owner. City, Company, and the Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing such applications and documents as may be appropriate in obtaining such exemption. City, Company, and the Owners agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemptions, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemptions or the Service Payments. Each Owner agrees to cooperate with the City and the Company as necessary for the purpose of filing any Ohio DTE Form 24 exemption application forms or successor forms or replacement forms necessary to claim the TIF Exemptions.

Section 4. Reimbursement for Costs of Public Infrastructure Improvements. The City shall pay to the Company or the Company's designee in accordance with the terms of this Agreement with respect to the Public Infrastructure Improvements, the actual costs of the Public Infrastructure Improvements (with the costs of all the Public Infrastructure Improvements collectively referred to herein as the "Costs"), plus interest on those Costs at the Interest Rate provided for below. The Company shall submit a written requisition to the City, substantially in the form attached hereto as Exhibit C and incorporated herein by this reference (each a "Written Requisition"), in order for the amounts in the TIF Fund to be used as provided in this Section 5. Except as otherwise agreed between the Company and the Mayor, the Company may submit up to four (4) Written Requisitions per calendar year.

The City shall pay all monies on deposit in the TIF Fund to or as directed by the Company on the first business day following each May 31 and November 30 (each, a "Payment Date") until all of the Costs and all interest thereon have been paid in full. In addition to submission of a Written Requisition for the Costs, the Company shall deliver to the City, at least fifteen (15) days prior to each Payment Date, a statement showing the total amount of interest then due to the Company under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that failure by the Company to deliver this statement shall not excuse the City from its payment obligation on each Payment Date if the City knows or reasonably should know that amounts are due the Company under this Agreement on that Payment Date, and provided further that in all other cases, that failure by the Company shall only delay payment to the same extent delivery of the statement was delayed. Any monies paid pursuant to this Agreement will be applied first to the payment of interest on those Costs at the applicable Interest Rate provided for below and second to the payment of the Costs, so that all interest due shall be paid before the payment of any Costs.

Interest on the portion of Costs of the Public Infrastructure Improvements shall accrue at the Interest Rate from the date on which the Company submits each Written Requisition and shall

continue until all Costs of the Public Infrastructure Improvements and all interest on those Costs have been paid in full. Any interest on any Costs that remain unpaid on the date following each Payment Date will itself accrue interest in the same manner as the Costs. As used in this Agreement, "Interest Rate" means the greater of (i) six percent (6%) per annum, or (ii) the interest paid by any governmental issuer of revenue bonds or revenue notes issued to finance or refinance the Costs of the Public Infrastructure Improvements.

For purposes of this Agreement, "costs" of the Public Infrastructure Improvements includable in "Costs" under this Agreement include, without limitation as to other costs properly allocable to Public Infrastructure Improvements, the costs of: acquiring, constructing, reconstructing, rehabilitating, installing, remodeling, renovating, enlarging, equipping, furnishing, or otherwise improving the Public Infrastructure Improvements; site clearance, improvement, and preparation; acquisition of real or personal property; indemnity and surety bonds and premiums on insurance; all related direct administrative expenses and allocable portions of direct costs of the Company, including but not limited to engineering, architectural, legal, management fees and other consulting and professional services; designs, plans, specifications, feasibility or rate studies, appraisals, surveys, and estimates of cost; interest or interest equivalent, whether capitalized or not; financing costs; title work and title commitment, insurance, and guaranties; audits; the reimbursement of moneys advanced or applied by or borrowed from any person, whether to or by the City, any other political subdivision or the Company or others, from whatever source provided, for the payment of any item or items of cost of Public Infrastructure Improvements, including interest or interest equivalent thereon; and all other expenses necessary or incidental to planning (including but not limited to traffic studies) or determining feasibility or practicability with respect to permanent improvements or necessary or incidental to the acquisition, construction, reconstruction, rehabilitation, installation, remodeling, renovating, enlargement, equipping, furnishing, or other improvement of the permanent improvements, including the close-out thereof, the financing of the permanent improvements, and the placing of the permanent improvements in condition for use and operation, and all like or related costs, including any one, part, or combination of, those costs and expenses. As used in this paragraph, "financing costs", "interest" and "interest equivalent" have the meanings given in R.C. Section 133.01.

All payments to the Company or the Company's designee hereunder on each Payment Date shall be made pursuant to written instructions provided to the City by the Company.

The Company and City intend that the interest payable by the City under this Agreement shall be exempt from federal income taxation and taxation by the State of Ohio to the extent permitted by law; provided, however, the Company may, by written notice delivered to the City prior to commencement of the City's obligation to make payments for the Costs under this Agreement, elect to have the interest payable by the City not be exempt from taxation and have the Costs accrue taxable interest. With respect to any portion of that interest so intended to be exempt from federal and Ohio taxation, the City covenants that it will, to the extent possible, (i) comply with all applicable laws to obtain and maintain the Federal and State of Ohio tax exemptions for such interest, including any expenditure requirements, investment limitations, rebate requirements or use restrictions, and (ii) without limiting the generality of the foregoing, that it will restrict the use of any "proceeds" of this Agreement (as defined in the Code, as defined below) in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the City's obligation is incurred, so that this

Agreement will not constitute an "arbitrage bond" under Sections 103(b)(2) and 148 of the Code, and will timely file an IRS Form 8038G when applicable. For purposes of this Agreement, "Code" means, collectively the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations, whether temporary or final, under the Internal Revenue Code of 1986 or the statutory predecessor of the Internal Revenue Code of 1986, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

Notwithstanding any other provision of this Agreement, the City's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the City for the payment of the Costs and interest thereon.

Section 5. Construction of Project. The Company shall comply with all applicable laws in constructing and developing the Project.

Section 6. Certain Representations and Warranties of City. City represents and warrants as of the date of delivery of this Agreement that:

(a) It is a City and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State of Ohio or of the United States of America applicable to City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which City is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The TIF Ordinance has been duly passed by the City, has not been amended, modified, or repealed, and is in full force and effect.

(g) It will deposit into the TIF Fund all Service Payments and Property Tax Rollback Payments received by it.

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

(h) It will not amend, modify or repeal the TIF Ordinance in any way or pass any other legislation or take any action that would affect the amount of Service Payments and Property Tax Rollback Payments deposited into the TIF Fund except as approved by Company or required by law.

(i) It will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement and in the assignment and acknowledgement associated with this Agreement.

(j) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability to carry out its obligations under this Agreement.

Section 7. Certain Representations and Warranties of the Company. Company hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and it has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It either owns or is affiliated with a party to one or more written contracts to purchase the real property that is located within the TIF Area, and such written contract(s) remains effective on the Effective Date.

(c) It has the authority and power to execute and deliver this Agreement and perform its obligations hereunder, and it has duly executed and delivered this Agreement.

(d) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(e) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement, or if successful would materially impair its ability to perform its obligations under this Agreement.

(f) It is in compliance with State of Ohio campaign financing laws contained in O.R.C. Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in O.R.C. Section 9.24.

Section 8. Provision of Information. Company agrees for itself and all Owners, to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and

determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by O.R.C. Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31st of each year. The City and the Company agree that the Company shall not have any obligation to provide any reporting under this Agreement if the Company no longer owns any property within any of the TIF Area.

Section 9. Estoppel Certificate. Within thirty (30) calendar days after a request from Company or any Owner of a Parcel, City will execute and deliver to Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if Company or Owner is in default, specifying such default; and (iii) such other matters as Company or Owner reasonably requests.

Section 10. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt by the parties listed below or by any other person employed at the addresses listed below, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the City:
City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attention: Mayor
Phone: (614) 322-6800

(b) To the Company:
Eastwood Development Partners LLC.
Jonathan A. Wilcox
250 W. Old Wilson Bridge Rd., Suite 140
Worthington, OH 43085

With a Copy To:
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Caleb Bell, Esq.

Section 11. Successors; Amendments; City Consents; Assignments. This Agreement is binding upon the parties hereto and their successors and assigns, and this Agreement inures to the

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

benefit of the Company and its beneficiaries, successors, and assigns. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of City to be given under this Agreement may be given by its Fiscal Officer and Mayor and must be given in writing.

City and Company may only assign this Agreement with the consent of the other, which consent shall not be unreasonably withheld; provided, however, that Company may, without the consent of the City, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Company, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Public Infrastructure Improvements or the Improvements, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Company pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Company as if it was the Company under this Agreement, and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the Service Payments payable to the Company pursuant to this Agreement to a designee. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more Parcels to another person or entity.

City will cooperate with any reasonable assignment request made by the Company in connection with any financing (or refinancing) of the Public Infrastructure Improvements or the Improvements. City agrees upon request of the Company in connection with that financing (or refinancing) to consent to any third-party assignment by Company of its interest in the TIF Fund. In accordance with this Section 10, the City agrees to permit any assignment according to the Assignment of Reimbursement Payments and Other Rights to TIF Fund and TIF Agreement, a form of which is attached hereto as Exhibit D, to the investors identified therein.

Section 12. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity. Neither the City, the members of the City's Council or Fiscal Officer, nor any City official executing or approving this Agreement, or any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by City against Company with respect to (and only to) the Company's interest in its portion of the Parcels and the Project, or any parts thereof or any interest therein.

Section 13. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) Company or City fails to perform or observe any material obligation punctually and as due under this Agreement;

(ii) Company or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made.

For the avoidance of doubt, any failure by an Owner other than the Company to perform or observe any material obligation punctually and as due under this Agreement shall not constitute an Event of Default and shall not provide the Company or the City with any right to pursue remedies under law, including any remedies that may otherwise be available under this Agreement.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) calendar days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 15, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) calendar days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 14. Invalidity. This Agreement shall be construed as a whole and not for or against either party. Should any provision of this Agreement be declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

Section 15. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely

executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters covered herein and supersedes prior agreements and understandings among the parties.

Section 17. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Licking, State of Ohio.

Section 18. Additional Documents. City and Company and their respective successors, assigns and transferees, agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 19. Release. Upon satisfaction of the Company's obligations under this Agreement and the expiration of the TIF Exemption applicable to the Property under the TIF Ordinance, or the termination of the obligations of the Owners to make the Service Payments by operation of law or otherwise, the City shall, upon request of the Company or of any individual Owner, execute an instrument in recordable form evidencing such satisfaction or termination.

IN WITNESS WHEREOF, City and Company have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF REYNOLDSBURG, OHIO, as the City

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

EASTWOOD DEVELOPMENT PARTNERS LLC., as the Company

By: _____

Print Name: _____

Title: _____

Date: _____

FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer for City of Reynoldsburg, Licking County, Ohio, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet the obligation of the City in the year 2021) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The City has no obligation to make payments pursuant to this Agreement except from Service Payments to be collected for deposit into the TIF Fund, which Service Payments are in the process of collection. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: _____, 2021

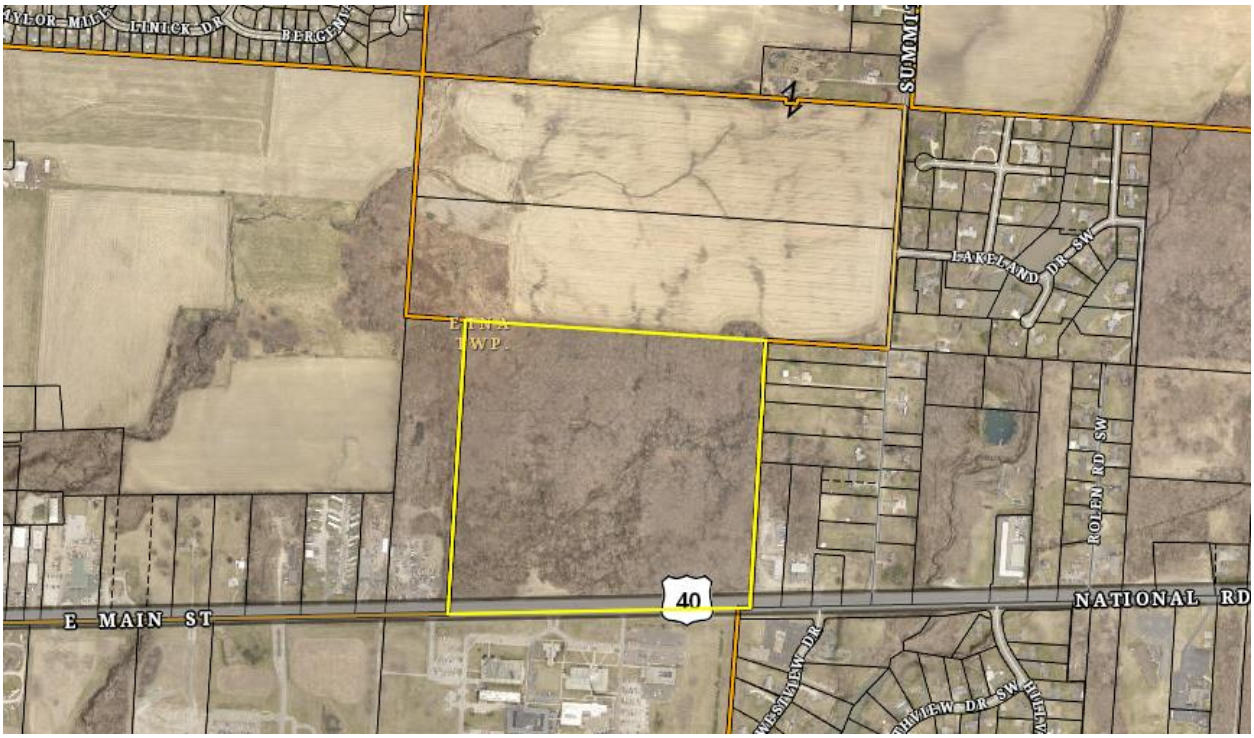
_____
Fiscal Officer
City of Reynoldsburg, Ohio

EXHIBIT A

MAP AND LEGAL DESCRIPTION OF PROPERTY

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Parcel I.D. 010-017466-00.000



16474218v6

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, 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.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- 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 above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

EXHIBIT C

FORM OF WRITTEN REQUISITION

(For Costs of Public Infrastructure Improvements)

To: City of Reynoldsburg (Licking County, Ohio)

Attention: Fiscal Officer

Subject: Request for Reimbursement for Costs of Public Infrastructure Improvements pursuant to the terms of the Tax Increment Financing Agreement dated July 26, 2021 (the "Agreement"), by and between CITY OF REYNOLDSBURG, OHIO (the "City"), and EASTWOOD DEVELOPMENT PARTNERS LLC. (the "Company")..

You are hereby requested to approve the amount of $_____ as Costs for the purposes set forth in Item 1 attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Company does hereby certify on behalf of the Company that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;

(ii) The disbursement herein requested is for an obligation properly incurred, is a proper charge as Costs submitted for reimbursement by the Company, and has not been the basis of any previous reimbursement request;

(iii) The Company is in material compliance with all provisions and requirements of the Agreement;

(iv) The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

(v) The Company has, or the appropriate parties on the Company's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Public Infrastructure Improvements or any part thereof which warranties have vested in the Company;

EXECUTED this ____ day of _____, 20__.

_____

By:_____

Printed:_____

Title: _____

ITEM 1

Requisition No. _____ for the Costs

Pay to _____

Amount $_____

For Account of:
Account Number:
Wiring Instructions:

For the purpose of reimbursing the following payments previously paid by the Company for the Costs:

Name of Vendor	Service Rendered	Time Period	Cost of Service Rendered
1.			
2.			

EXHIBIT D

FORM OF ASSIGNMENT OF REIMBURSEMENT PAYMENTS AND OTHER RIGHTS TO TIF FUND AND TIF AGREEMENT

This ASSIGNMENT OF REIMBURSEMENT PAYMENTS AND OTHER RIGHTS TO TIF FUND AND TIF AGREEMENT (this "Assignment"), dated as of this ____ day of _____, 20__, is hereby entered into by EASTWOOD DEVELOPMENT PARTNERS LLC., an Ohio limited liability company ("Assignor"), having an address at 250 W. Old Wilson Bridge Rd., Suite 140, Worthington, OH 43085 in favor of _____, a ____ _____ (the "Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the TIF Agreement.

RECITALS

A. Assignor and Reynoldsburg, Ohio ("City") intend to enter into that certain Tax Increment Financing Agreement (the "TIF Agreement"). Upon the effectiveness of the TIF Agreement, Assignor has agreed to construct the Public Infrastructure Improvements which will directly benefit the Property in consideration for the City's agreement to pay the actual costs of the Public Infrastructure Improvements (with the costs of all the Public Infrastructure Improvements collectively referred to herein as the "Costs"), plus interest on those Costs at the Interest Rate provided for in the TIF Agreement and other permitted costs

B. Assignee has agreed to advance to Assignor the amount of _____ Dollars ($_____) (the "Investment"), as consideration for the assignment by the Assignor of all rights to receive Reimbursement Payments (defined below), all pursuant to the terms and conditions set forth in this Assignment.

C. As used herein, this Assignment, the TIF Agreement, and any other instrument, affidavit, certificate, or document heretofore, now or hereafter given by Assignor in connection with the Investment shall hereinafter be referred to as the "Investment Documents".

D. As used herein, the "Reimbursement Payments" shall mean all payments of the Costs, Interest, and all other sums due to the Assignor under the TIF Agreement from the TIF Fund, including but not limited to all Service Payments received by the City from payments made by the owners of any real property within the Property and any Property Tax Rollback Payments deposited in the TIF Fund.

NOW, THEREFORE, in consideration of the matters described in the recitals set forth above and incorporated herein, and for other good and valuable consideration, Assignor and each of the Assignees agree as follows:

1. Provided that (i) Assignor is not in default of this Assignment, (ii) Assignee has received an executed copy of the TIF Agreement, and (iii) Assignee has received certified, executed copies of all City Ordinances necessary in connection with the establishment of the TIF Area, Assignee agrees to disburse funds, up to the full amount of the Investment, to Assignor in

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

accordance with the terms of this Assignment. In consideration for the payment of the Investment by Assignee, Assignor hereby assigns to Assignee all the right, title and interest of Assignor in and to the Reimbursement Payments, as provided for in the TIF Agreement. The Assignor remains liable for all of its obligations under the TIF Agreement and for the performance of all terms and conditions contained therein.

2. Reimbursement Payments shall be payable to the Assignee at the same times, and in the same manner, as the Reimbursement Payments are payable by the City to the Assignor under the TIF Agreement, and the Reimbursement Payments shall be deemed current and not delinquent if the City has performed its obligations under the TIF Agreement. Assignor agrees that all the Reimbursement Payments received from the City shall be transferred by the Assignor directly into the individual account of the Assignee, in accordance with the Investment Documents. The account information for all deposits to the Assignee under the Investment Documents is set forth on Exhibit A attached hereto and incorporated herein. Reimbursement Payments received from the City by the Assignor will be promptly (not later than seven (7) business days after receipt of such funds) transferred to the Assignee without demand. Assignor and Assignee hereby agree and acknowledge that (i) the City's obligation to make Reimbursement Payments to the Assignor is limited to the City's receipt of Service Payments that are deposited into the TIF Fund, and (ii) the City makes no representation to the Assignor or the Assignee that sufficient funds will exist in the TIF Fund to pay the amount of the Investment.

3. Assignor agrees to take such actions as may be reasonably necessary to ensure that this Assignment is and remains a valid assignment of the Assignor's right to receive Reimbursement Payments. Assignor and each of the Assignees, by execution of this Assignment, authorize Eastwood Development Partners LLC., as representative of the Assignee (the "Assignee Representative") to record a memorandum of this Assignment with the Licking County, Ohio Recorder's Office and to cause the filing or recording of any documents, including any UCC-1 Financing Statements, that the Assignee Representative deems reasonably necessary to evidence the assignment of the Reimbursement Payments to Assignees. Assignor agrees to pay or reimburse the Assignee Representative for all fees, costs, and expenses relating to such filing or recording.

4. Assignor further agrees that upon an Event of Default (as defined in the Investment Documents), Assignee shall be entitled to enforce, use and enjoy the benefits of the TIF Agreement, to perform any obligations of the Assignor and to do any and all acts in the name of Assignee with the same force and effect as Assignor could do if this Assignment had not been made, under the TIF Agreement which are necessary to protect Assignee's rights to the Reimbursement Payments under this Assignment. Assignor agrees not to modify or amend the terms of the TIF Agreement in a way that would impact or affect the Reimbursement Payments without the express written consent of Assignee, which consent shall not be unreasonably withheld (it being acknowledged that it will not be unreasonable for an Assignee to withhold its consent if Assignee reasonably expects that the modification or amendment may negatively impact or affect the Reimbursement Payments). Assignor irrevocably constitutes and appoints the Assignee Representative as its attorney-in-fact to demand, enforce and receive Assignor's rights to the Reimbursement Payments under the TIF Agreement. Assignor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue of the preceding sentence. This power of attorney is a power coupled with an interest, will be irrevocable and shall terminate only upon indefeasible payment in full of the Reimbursement Payments and the termination of this Assignment. The powers conferred upon

the Assignee and the Assignee Representative hereunder are solely to protect the Assignee's rights under this Assignment, and will not impose any duty upon it to exercise any such powers.

5. This Assignment is not effective until the City has executed and delivered to Assignee the attached acknowledgment and consent to this Assignment.

6. The duties and obligations of Assignor under this Assignment shall automatically terminate when all sums due Assignee under the Investment Documents and in connection with the Investment are paid in full. The Investment is an investment made by the Assignee in the Public Infrastructure Improvements identified in the TIF Agreement, and Assignor and Assignee agree that the Investment is not a loan from the Assignee to the Assignor. The Assignor has no obligation to pay the Investment and Interest to the Assignee, and the sole and exclusive recourse of the Assignee for payment of the Investment and Interest shall be Reimbursement Payments or any other amounts from the TIF Fund paid to the Assignor from the City, except that the Assignor has agreed in Section 2 to promptly pay to Assignee without demand any Reimbursement Payments paid by the City to Assignor. Notwithstanding anything to the contrary in this Assignment, Assignor may elect to terminate this Assignment by paying to Assignee an amount equal to the sum of (i) the difference between $_____ and the portion of all Reimbursement Payments received to date by the Assignee that do not represent Interest, and (ii) any accrued Interest through the date of termination not yet received by Assignee; provided, that in such event Assignee shall provide to Assignor its accounting of all Reimbursement Payments and all portions thereof constituting Interest to enable Assignor to calculate the correct payment to the Assignee.

7. Notwithstanding anything to the contrary in this Assignment, Assignor agrees to indemnify and hold Assignee and the Assignee Representative harmless from and against all obligations, liabilities, losses, costs, expenses, fines, penalties or damages (including reasonable attorneys' fees) which Assignee or the Assignee Representative may incur by reason of Assignor's violation of any of the terms of this Assignment. Further, if Assignor defaults in the performance of any obligations under this Assignment or under the TIF Agreement or if any representation or covenant made by Assignor under this Assignment was untrue or incomplete on the date of this Assignment or thereafter becomes untrue or incomplete and Assignor fails to cure such default or such untrue or incomplete representation or covenant within thirty (30) days after notice of such default or such untrue or incomplete representation or covenant is given to Assignor by the Assignee, the Assignee may terminate this Assignment by providing written notice thereof to Assignor, at which point this Assignment shall be immediately terminated and the sole remedy of the Assignee shall be a payment by Assignor to Assignee of an amount equal to the sum of (i) the difference between $_____ and the portion of all Reimbursement Payments received to date by the Assignor and transferred to the Assignee that do not represent Interest, and (ii) any accrued Interest through the date of such default not yet received by Assignee; provided, that in such event Assignee shall provide to Assignor its accounting of all Reimbursement Payments and all portions thereof constituting Interest to enable Assignor to calculate the correct payment to the respective Assignee.

This Section 7 shall survive the termination of this Assignment and the TIF Agreement, except that this Section 7 shall not survive any termination elected by Assignor under Section 6 of this Assignment.

8. This Assignment shall be governed by the laws of the State of Ohio.

9. **ASSIGNOR AND ASSIGNEE EACH HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE AGREEMENT OR THIS ACKNOWLEDGMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNOR AND ASSIGNEE TO ENTER INTO THIS TRANSACTION.**

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

11. All notices expressly provided hereunder to be given by Assignee to Assignor and all notices, demands and other communications of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignees shall be in writing and shall be (1) hand-delivered, effective upon receipt, (2) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (3) served by registered or certified mail, return receipt requested, to the appropriate address set forth below, or at such other place as the Assignor or Assignee, as the case may be, may from time to time designate in writing by ten (10) days' prior written notice thereof. Any such notice or demand served by registered or certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address below stated or at such other address of which said party shall have theretofore notified in writing, as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt.

Assignor hereby requests that any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof be addressed to Assignor as follows:

Eastwood Development Partners LLC.
Jonathan A. Wilcox
250 W. Old Wilson Bridge Rd., Suite 140
Worthington, OH 43085

With a copy to:

J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

All notices and other communications to the Assignees shall be addressed to Assignee at its address below:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

[Signature Page Immediately Follows]

EXECUTED as of the date first written above.

ASSIGNOR:
EASTWOOD DEVELOPMENT PARTNERS LLC., an Ohio limited liability company

By:_____

Printed:_____

Title:_____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Eastwood Development Partners LLC., an Ohio limited liability company, by _____, its _____, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free act and deed of corporation and his personally as such officer.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 20__.

_____
Notary Public

ASSIGNEE:

_____,
a _____ _____

By:_____

Printed:_____

Title:_____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ by _____, a _____ _____, its _____, who acknowledged that he or she did sign the foregoing instrument and the same is his or her free act and deed as such officer and the free act and deed of said corporation and his or her personally as such officer.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 20__.

_____
Notary Public

This Instrument was prepared by
J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

EXHIBIT E

FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF REIMBURSEMENT PAYMENTS AND OTHER RIGHTS TO TIF FUND AND TIF AGREEMENT

CITY OF REYNOLDSBURG, OHIO ("City") hereby acknowledges and consents to the foregoing Assignment of Reimbursement Payments and Other Rights to TIF Fund and TIF Agreement (the "Assignment"), and agrees that, upon an Event of Default by Assignor under the TIF Agreement, the City shall, upon the written request of the Assignee Representative, continue performance of the City's obligations under the TIF Agreement, including, but not limited to, disbursing the Reimbursement Payments (as defined in the Assignment) directly into the account specified by the Assignor, to be disbursed to the Assignee in accordance with the Assignment; provided, that as a condition of the City's continued performance of its obligations under the TIF Agreement, the Assignee shall cure any Event of Default on the part of the Assignor under the TIF Agreement and continue performance (or cause performance) of Assignor's obligations in accordance with the terms of the TIF Agreement.

The City agrees that no notice to Assignor of any default or Event of Default by Assignor in connection with the TIF Agreement shall be valid or effective unless and until a copy of the notice is given to the Assignee at the address provided in the Assignment (or such other address as Assignee may provide to the City from time to time), that Assignee shall thereafter have the right, but not the obligation, to cure such default or Event of Default, and that the period of time during which Assignee may so cure shall be the period allowed to Assignor, plus thirty (30) additional days; provided, however, that if the default or Event of Default may not be reasonably cured in such additional thirty (30) day period, if Assignee is diligently pursuing the cure of such default or Event of Default, the time period for the Assignee to complete such cure shall be extended by an additional thirty (30) day period.

The City acknowledges the power of attorney granted to Assignee in the Assignment and agrees to accept any reasonable performance of any obligations of Assignor under the TIF Agreement made by Assignee pursuant to such power of attorney, whether done in the name of Assignor or Assignee.

The City agrees to direct all Reimbursement Payments and all other sums to be paid to Assignor under the TIF Agreement directly into the account of the Assignor set forth on Exhibit A attached hereto and incorporated herein.

The City is under no obligation to ensure that the Reimbursement Payments made to the Assignor are subsequently transferred to the Assignees in accordance with the payment provisions of the Assignment. Once the Reimbursement Payments have been disbursed to Assignor, the Assignee's recourse with respect to such payment will be limited to an enforcement action against the Assignor in accordance with the Assignment.

The City represents and warrants that Ordinance No. 2021-__, adopted by the City Council of the City on _____, 2021 has not been amended since its adoption and remains in full force and effect on the date hereof, that there has been no prior assignment of the TIF Agreement or the Reimbursement Payments of which it has notice, that the City's agreements in the TIF Agreement

are valid, enforceable agreements of the City which are in full force and effect, that the TIF Agreement is unmodified and un-amended, that neither City nor, to the knowledge of the officers of the City signing this Acknowledgement, the Assignor is in default to the other thereunder and that all covenants, conditions and agreements to be performed by the City have been performed as required therein, except those not due to be performed until after the date hereof. The City agrees not to enter into any material modifications of the TIF Agreement which would impact or affect the Reimbursement Payments without the express written consent of each of the Assignees.

This Acknowledgment shall be governed by and construed in accordance with the laws of the State of Ohio.

ASSIGNEE, BY ACCEPTANCE OF THIS ACKNOWLEDGMENT, AND THE CITY HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE TIF AGREEMENT OR THIS ACKNOWLEDGMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNEES AND THE CITY TO ENTER INTO THIS TRANSACTION.

[Signature Page Immediately Follows]

CITY OF REYNOLDSBURG, OHIO

By:_____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named City of Reynoldsburg, Ohio, by _____, its _____, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free act and deed of said City and his personally as such officer.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2021.

_____
Notary Public

This Instrument was prepared by
J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

16474218v6

EXHIBIT A

BANK ACCOUNT INFORMATION

(to Assignment of Reimbursement Payments and Other Rights To TIF Fund and TIF Agreement and Acknowledgement of Assignment of Reimbursement Payments and Other Rights to TIF Fund and TIF Agreement)

Assignor Bank Account Information

Bank: _____
_____
_____

ABA Routing No.: _____

Account: _____
_____
_____

Account Number: _____

Assignee's Bank Account Information

[Assignee]:

Bank: _____
_____
_____

ABA Routing No.: _____

Account: _____
_____
_____

Account Number: _____

July 1, 2021

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

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed Tax Increment Financing

Dear Superintendent Perkins:

This letter constitutes notice to the Board of Education of the Southwest Licking Local School District (the "School District") that the City of Reynoldsburg, Ohio (the "City") intends to adopt an ordinance establishing a tax increment financing ("TIF") exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the "TIF Ordinance") in substantially the same form as it will be presented to the Council of the City (the "Council") is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, 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 Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on July 26, 2021. Council meetings are held at Board Meeting Room, 927-B South Street, Pataskala, Ohio 43062 and begin at 7:00 p.m.

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Andrew Bowsher, Development Director, prior to July 19, 2021. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

CITY OF REYNOLDSBURG, OHIO

_____

Andrew Bowsher, Development Director

Enclosures

16646534v3

Upon receipt of the foregoing letter, please sign and date one copy of this page and return the signed copy to Andrew Bowsher, Development Director, at 7232 E. Main Street, Reynoldsburg, Ohio 43068, for the City's files.

REF: Proposed Ciminello TIF notice.

Received: SOUTHWEST LICKING LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____, 2021

16646534v3

EXHIBIT A

PROPOSED TIF ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public

Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten 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 and this Ordinance (the "TIF Exemption").

Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (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 that directly benefit, or that once made will directly benefit, the Site .

Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any

Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

This ordinance shall take effect and be in force at the earliest date permitted by law.

Passed this _____ day of _____, 2021.

_____

16646534v3

Angie Jenkins, President

_____
Joe Begany, Mayor

ATTEST:

_____
Mollie Prasher
Clerk of Council

APPROVED AS TO FORM:

_____
Chris Shook
City Attorney

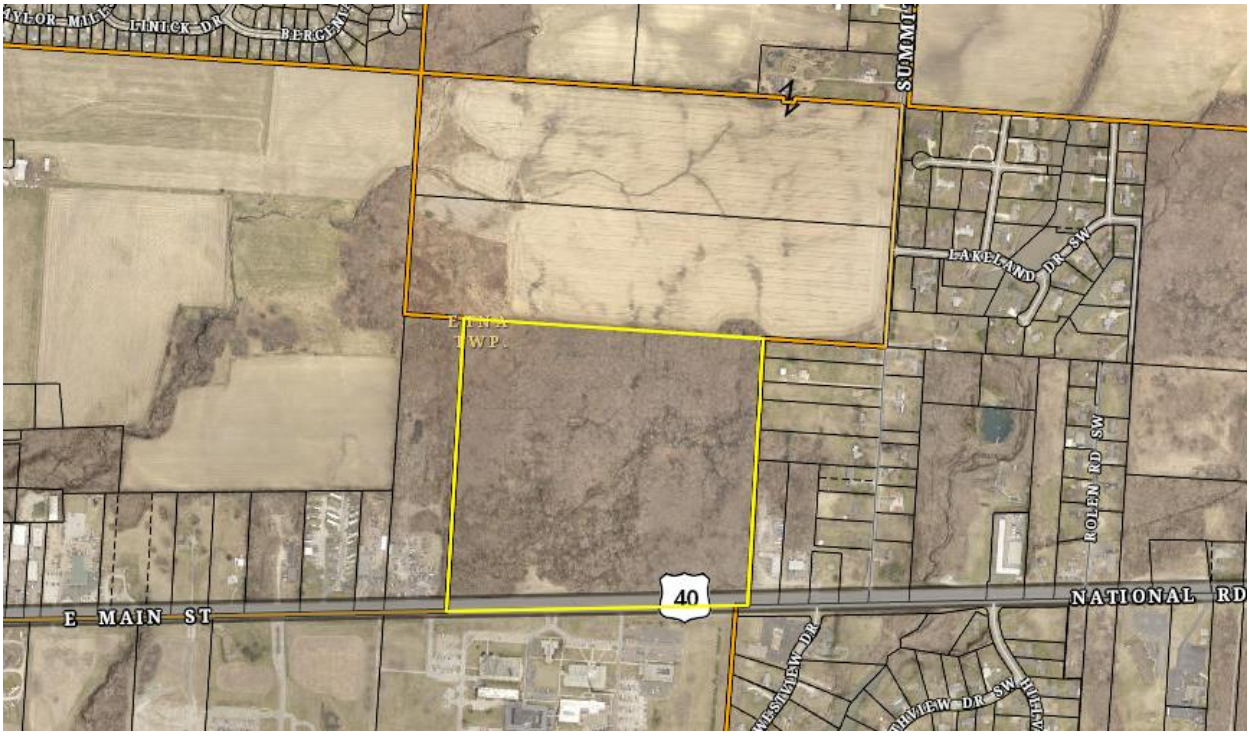
16646534v3

EXHIBIT A

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000



Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

16646534v3

EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, 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.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- 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 above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

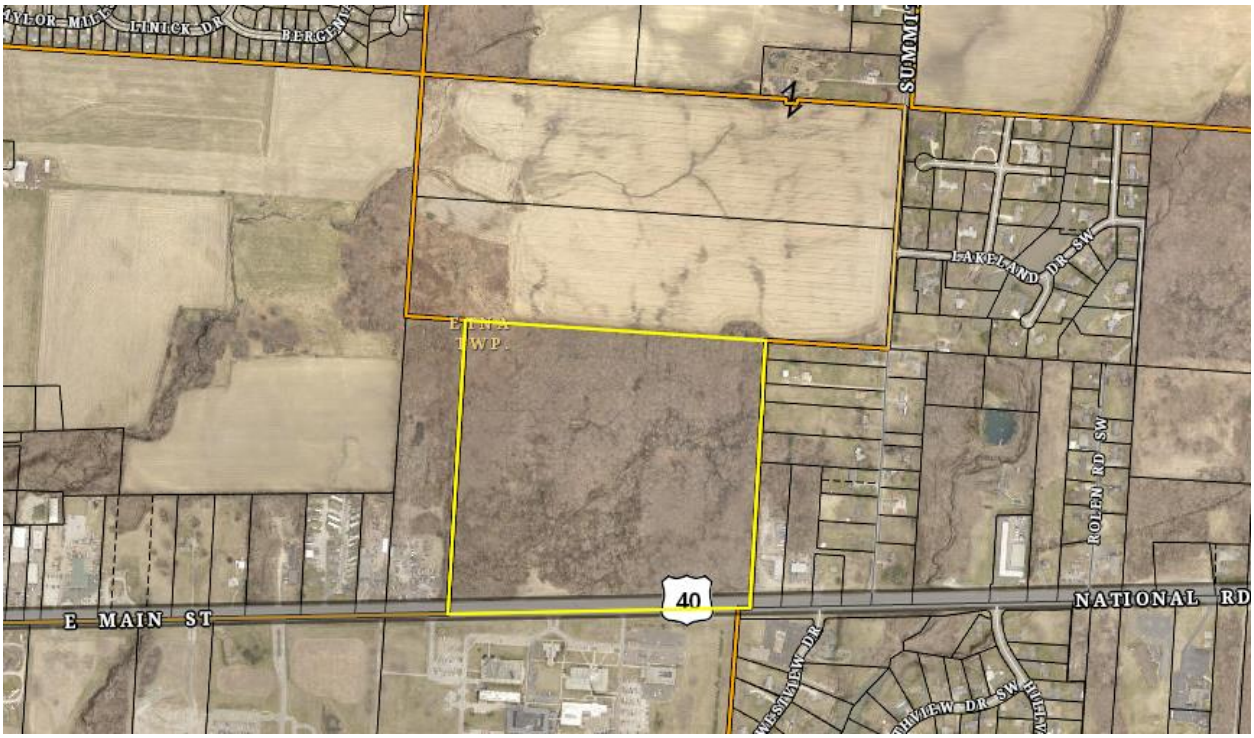
- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

EXHIBIT B

PARCELS TO BE EXEMPTED

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000



16646534v3

July 1, 2021

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

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed Tax Increment Financing

Dear Superintendent Malainy:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers of Licking County (the "School District") that the City of Reynoldsburg, Ohio (the "City") intends to adopt an ordinance establishing a tax increment financing ("TIF") exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the "TIF Ordinance") in substantially the same form as it will be presented to the Council of the City (the "Council") is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, 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 Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on July 26, 2021. Council meetings are held at Board Room, 150 Price Rd., Newark, Ohio43055, and begin at 5:30 p.m.

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Andrew Bowsher, Development Director, prior to July 19, 2021. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

CITY OF REYNOLDSBURG, OHIO

_____

Andrew Bowsher, Development Director

Enclosures

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

Upon receipt of the foregoing letter, please sign and date one copy of this page and return the signed copy to Andrew Bowsher, Development Director, at 7232 E. Main Street, Reynoldsburg, Ohio 43068, for the City's files.

REF: Proposed Ciminello TIF notice.

Received:

BOARD OF EDUCATION OF THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY

By: _____

Name: _____

Title: _____

Date: _____, 2021

16647635v3

EXHIBIT A

PROPOSED TIF ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten 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 and this Ordinance (the "TIF Exemption").

Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (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 that directly benefit, or that once made will directly benefit, the Site .

As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any

administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

This ordinance shall take effect and be in force at the earliest date permitted by law.

Passed this _____ day of _____, 2021.

_____

16623794v4

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

Angie Jenkins, President

_____
Joe Begany, Mayor

ATTEST:

_____
Mollie Prasher
Clerk of Council

APPROVED AS TO FORM:

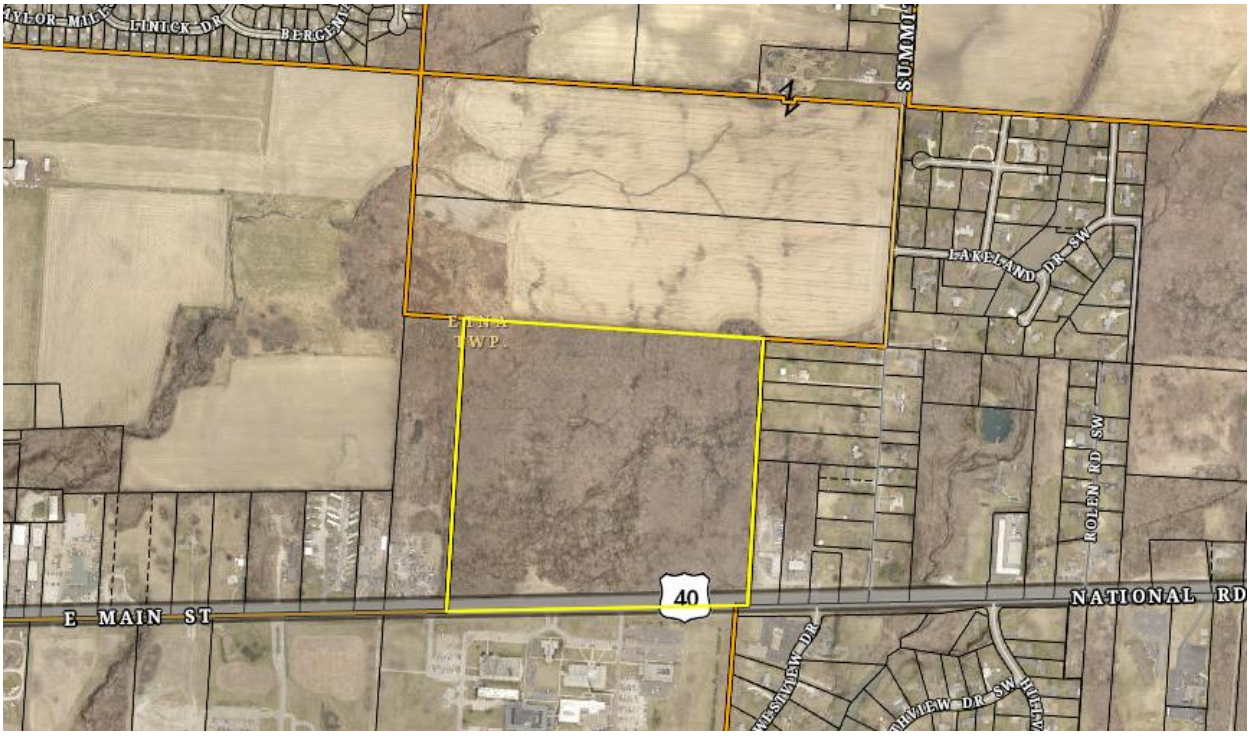
_____
Chris Shook
City Attorney

EXHIBIT A

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000



Attachment: Eastwood TIF Technology Center (Eastwood TIF)

EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, 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.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- 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 above.

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

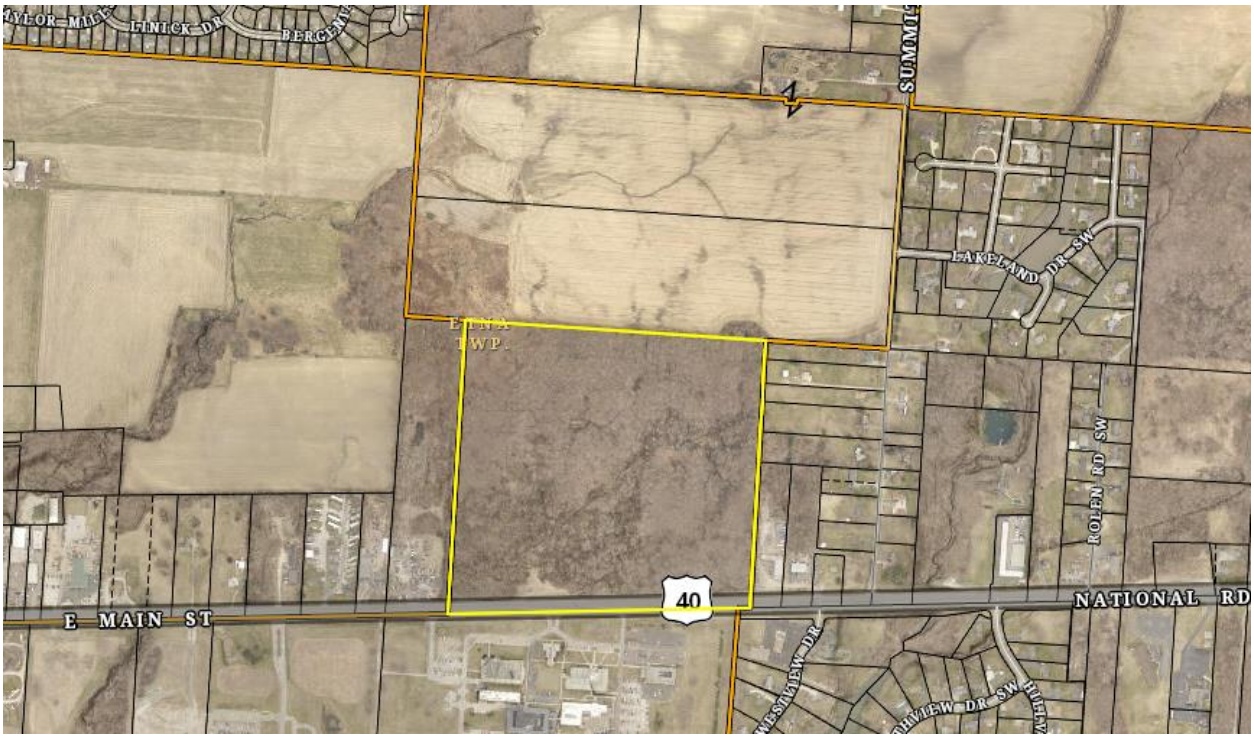
- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

EXHIBIT B

PARCELS TO BE EXEMPTED

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000



16647635v3

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	Spring Hill Farms Phase 1 Final Plat - Repeal and Replace

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

Emergency/Suspension: Emergency

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

Spring Hill Farms Phase 1 Final Plat - Repeal and Replace

The phase 1 final plat, had one of the streets as a court, when in actuality it was meant to be labeled as a road. This was corrected on the recently ordained phase 2 plat, but we need to repeal and replace the phase one, with the updated plat. Outside of the name change, there is no difference. Requesting, a two read emergency, so this can be properly filed with the county, as infrastructure is already being constructed for phase 1.

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 01-2021 TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT (PHASE 1), AND DECLARING AN EMERGENCY

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat consisting of 22.225 acres for approval in January 2021; and

WHEREAS, the Planning Commission met on May 7, 2020, reviewed and approved the preliminary development plan for Spring Hill Farm; and

Development Department

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

WHEREAS, City Council approved the plan on January 25th, 2021; and

WHEREAS, the approved plan had an error in the naming of one of the streets and this Ordinance is intended to correct that naming error.

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

SECTION 1: That Ordinance No. 01-2021 be repealed and replaced with this Ordinance that approves the final plat for Spring Hill Farm, particularly described as follows:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Sections 5 and 6, Township 16, Range 20, Refugee Lands, containing 22.225 acres of land, more or less, said 22.225 acres being comprised of a part of that tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the Phase 1 final plat had one of the streets labeled as a court when it was intended to be labeled as a road.

SECTION 3: That said the final plat for Spring Hill Farm is attached to this Ordinance as Exhibit A and are made a part herein.

SECTION 4: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for acceptance allowing construction; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG

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

Application/Case#: 2020 - 5514

Date Submitted: 10/20/2020

Fee Amount: $3,550.00

☒ Paid: check 002398

LAND SUBDIVISION/PLAT APPLICATION

II. PROPERTY INFORMATION

Property Address/Name of Plat:
SPRINGHILL FARM SECTION 1

Description of Location:
704 WAGGONER ROAD

Parcel ID#(s):
060-009329

Number of Lots:	Present Zoning:	Present Use:
56	SR	VACANT

Complete Where Applicable:

Engineer/Surveyor: EMH&T - MATT KIRK

Builder/Developer: M/I HOMES OF CENTRAL OHIO, LLC

III. PROPERTY OWNER OF RECORD

Property Owner Name(s):	Property Owner Address(s):
M/I HOMES OF CENTRAL OHIO, LLC	4131 WORTH AVENUE, SUITE 310, COLUMBUS, OHIO, 43219

IV. APPLICANT INFORMATION

Applicant Name:
EMH&T - MATT KIRK

Applicant Address:
5500 NEW ALBANY ROAD, COLUMBUS, OHIO, 43054

Applicant Phone Number:	Applicant Email:
614-775-4131	MKIRK@EMHT.COM

I. PROJECT TYPE

☐ **Subdivision Without Plat** ($150 Residential/$250 Non-Residential)

☐ **Preliminary Plat** ($750 + $50 per lot)

☒ **Final Plat** ($750 + $50 per lot)

☐ **Plat Modification/Vacation** ($500)

56 lots

Applicant Signature: Matthew A. Kirk **Date:** 9 NOV 20

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:

Zoning Information
☐ Historic District
☐ CC Overlay

Planning Com. Meeting Date: 12/3/2020
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Admin.: _____ Date: _____

Clerk of Council: _____ Date: _____

Attachment: Spring Hill Plat Approval Application (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

Reynoldsburg
OHIO · 1839

MINUTES

PLANNING COMMISSION
THURSDAY, DECEMBER 3, 2020 6:00 PM

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

A. CALL TO ORDER

PRESENT: Cullinan (Remote), Zollars (Remote), Hicks (Remote), Furst (Remote), Benner (Remote)
ABSENT:

2. APPROVAL OF MINUTES
   1. Planning Commission – Regular Meeting – November 5, 2020

   Minutes Stand Approved

3. APPROVAL OF AGENDA

Agenda Stands Approved

4. SWEARING IN OF SPEAKERS

Speakers for the evening were sworn in by Mr. Zollars.

B. PUBLIC COMMENT

None

C. UNFINISHED BUSINESS

None

D. NEW BUSINESS

1. Application # 2020-5514; 704 Waggoner Road; Applicant Matt Kirk (EMH&T); Final Plat (Spring Hill Farm)

Mr. Zollars: So let's go to new business application. 2020-5514. Can you set this up for us, please?

Ms. Wheeler: Yeah, this is just the final plot for the Spring Hill Farm subdivision that planning commission had already approved the preliminary plat. This is specifically for Section one. What I have up on the screen now visualizes how they're dividing the different sections. As I said, section one is up here in the top corner here and then I'll pull up the specific subdivision plat here.

Mr. Bowsher: It should be no, there is no change from the preliminary plat that was before you guys to the final plan. No, no changes.

Mr. Zollars: OK, so there's really nothing to discuss?

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

Mr. Hicks: I just had Mr. Chairman. Just one quick comment. I think when this came before us for major sight plan, my biggest concern was traffic. I think that after talking about it and the unfortunate circumstances of how this project ties into Waggoner Road and sort of the limited available options of being able to get that curb cut and the Waggoner road, my biggest concern was that we were creating another intersection there that didn't create a true four way intersection, which would be ideal, and Waggoner, which has all kinds of traffic problems. So I think it's unfortunate that there wasn't a way, I think with a condition that we put forth in the meeting was that the location of the curb cut had to be approved by the city's engineer in regards to traffic and picking the safest location. After talking with staff, it appears the city has achieved that. I know it's not an ideal situation, but we are dealing here with an infill property with a lot of decisions that have been made in the past on where curb cuts and other communities have tied in and where they step out. I think there's a lot of positives to this development. And even in regards to traffic. This community ties into three or four other locations and other communities that will help hopefully relieve some traffic congestion at some of the other intersections along Waggoner Road and provide better connectivity for some of those neighbors that have always been sort of waiting for the next phase of development where those road connections will come in. So I just I hope everybody here on Planning Commission is cognizant that proper planning and new communities is really important, that these intersections and the public improvement aspect of it is what we really, really have to focus on. And unfortunately, Reynoldsburg, we just have a lot of areas that don't connect well. We've got a lot of dead end streets, things like that. Which we'd like to avoid but understanding all that, I mean, I don't see any reason why the staff and the applicant haven't achieved those conditions that we set in our last time we reviewed this proposal.

Mr. Zollars: Emily, staff, I should say, so we are currently unable to tie this into Rodebaugh, so it’s going to be jagged, there's going to be a stop sign at Rodebaugh, a red light at Rodebaugh and then another entrance, what, a couple hundred yards away, correct? That's what we're approving?

Mr. Bowsher: Yes. That's what you approved when we did the Planning Commission. You're not really approving that. We've already approved that. And then the goal was to allow the city engineer to make sure that it was safe. All the approval is tonight is based off of an ORC code that states that you are agreeing that these plats meet what you have intended and you're accepting these plats into the city of Reynoldsburg, as stated here, and then this will go on to city council for a final plat. It's just something we have to do, but it really has nothing to do with the specifics of the development. It's more so you're talking about these parcels, these fifty six parcels right here. We'll have this probably come up six more times as they start to develop it through. And they may try to do and combine sections together on how fast this gets developed and build out. And with the second hottest real estate market in the country right now, we'll probably have another one here come maybe even two next year as well as we go through this development.

Mr. Zollars: So with that information, if there's no questions or no further comments, I'd entertain a motion.

Mr. Hicks: I'd like to move that we approve the plat application as submitted.

Mr. Furst: I'll Second.

Mr. Zollars: Can we get the roll call on it, please?

Ms. Wheeler: Mr. Benner. Yes. Mr. Cullinan.

Mr. Bowsher: Tyler says, yes. He can't get on the microphone, he put it in the chat for the record.

Ms. Wheeler: Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

RESULT:	**APPROVED PENDING COUNCIL REVIEW [UNANIMOUS] Next: 12/14/2020 6:30 PM**
AYES:	Cullinan, Zollars, Hicks, Furst, Benner

2. Zoning Code Text Amendments

Mr. Zollars: OK, very good. The second item on the agenda is the zoning code, text amendments. Mr. Bowsher, you mentioned a couple of things before the call started. Is there something specific we want to address? Or. Mr. Hicks, you wanted to have something reviewed as well, or have those been done, Mr. Hicks?

Mr. Hicks: Yeah, I had emailed staff before the meeting. I appreciate the hard work that's been put into the zoning code. We have a new zoning code. And for everyone you know that's just watching at Facebook, I'm sorry, we can't have an actual in-person meeting tonight. But as we were developing the comprehensive plan and the zoning code, there was always an intention that we were going to have to at some point once you started living with the new code to make adjustments in order to make everything work. I appreciate the hard work the staff has put into making these changes and the red lines. And I appreciate the way that it was presented to us. I had a few minor critiques and changes. One was some of the permitted uses within the community commercial area, which, from what I understand, those changes have been made. I had some comments in regards to commercial vehicle parking, parking on the street, recreational vehicle parking, and where those are permitted to be located on someone's lot and also some comments and questions in regards to design guidelines on window trims and things like that. So it's my understanding and reviewed language that those first three changes have been adopted. I don't think that we've been able to adopt my last request for some reasons, I think we just need some more time to be able to work through something like that. I think I just want to stress that as we've adopted the new code, we've made these changes and sort of calibrations to things to be able to fix some stuff that were just unforeseen

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

complications with it. I think it's a great step forward again for Reynoldsburg. And then as we make that next step, I think we always need to be thinking about how we're going to make this better. I think implementing some common sense, additional design guidelines for some of the development will be necessary at some point. I think we'll have to have more conversations about how we handle issues like that. There's there some issues that we've talked about and ask as we're developing this whole thing. An issue that was brought to my attention today, again, was, you know, there's communities like Huber that are primarily all single story that have some rebuild houses, houses that have burned down and be rebuilt, that we've been challenged in trying to figure out how to actually regulate, to make sure that they conform with the rest of the community. And how we handle situations like that, I think maybe isn't quite as addressed as we could be in the code at this point. So I think that's it for my comments. I think those bigger issues were addressed and the changes and red lines that were sent, which is good. But one thing I think that next step we need to be thinking about is maintaining a minimum level of quality for any new development, whether it's a redevelopment of an old parcel or a new community, to ensure that it is an adequate and good quality product in those locations going forward.

Mr. Zollars: Very good. OK, I agree. Thanks, Hicks. Anyone else from the commission or from staff want to add to or elaborate on any of the activities to this point?

Ms. Wheeler: Yeah, I mean, I was going to propose going through each section, just putting up the red line text and then just doing a quick overview of what was changed. If we want to do that.

Mr. Zollars: I don't really feel like going through one hundred pages, quite frankly, if we can keep it at a higher level.

Mr. Bowsher: Maybe let us go through the overall and if there's something that we want to talk about, we can dove into that Id that fair? I think it's important to something overall and then let us read through real quick.

Mr. Zollars: OK.

Mr. Bowsher: So kind of starting from the top, obviously, we had some Brice and East Maine district and also the east main street also, basically our insight districts, the majority of this was removing the maximum side yard and the maximum rear, amending maximum density, and then obviously adding and changing some of the uses. We made some of those changes to correspond with; to better suit the uses that we expect to be there and the ones that we are happy with. Then also, I think it was interesting because clearly this zoning is the Brice and Main is the Kmart center. And clearly, we had a Walgreens, the one that came in there, needed to get some variances. I think those variances were already there, but I think we needed to limit some of them. And so that was a good test case as we were sort of moving

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

through that. So that's kind of what we have pretty cut and dry on that one. Suburban residential obviously changing some of the permitted and conditional uses, mainly the school, amending the accessory building location and then removing garage design standards, the specific one. And I think a lot of this kind of came up when we discussed it at BZBA last time about the one covered and one uncovered parking spaces to change to just two off street parking spaces. Granted, we see this the majority of the time and the Huber neighborhoods. Additionally, talking about where that garage location would be. We did have it needed to be six feet behind the front building facade. That didn't seem realistic. So we had to change that. Then we move that to the garage requirements later on in the common regulations where it stands at. Moving on, residential medium, we amended the maximum building height that was the main change for this one, and then the community commercial obviously not put here is the changes that Steven had requested. But the majority of these were the permitted and conditional uses and making sure they're in line with what we expect to have in this community commercial zone. We see this as a current CC district, very suburban, but also moving into more of a mixed use district and allowing a various office park food service, big box retail, small medical and overnight lodging hotel, and motel. Moving on, we went to the innovation, we made some changes to this. This is obviously down on the Brice area as well as L brands and the Ohio Agricultural Department out on Main Street. This was just better aligning the uses and what we desire to have in those areas, adding in some ones that got missed, like medical office, things of that nature, and then bringing some of the conditional uses that we do want permitted. We don't want to make people have to jump through uses for things such as like a visual art center or something like that. So just changing some of those and then changing some of the permitted uses for ones that maybe are less desirable, like the vehicular sales, a shooting range and things of that nature to more of a conditional. So we have a little bit more teeth as we're starting to review applications. We don't want to allow just a slew of bad uses in the city without us having an extra layer of protection. Signs, there was a lot of redundancies, these changes were to better align what we're seeing out there, we were putting on secondary uses which weren't in line with what we actually wanted. And so we got rid of those and we went into a little bit more detail. We can allow Emily to do this, but this was sort of her brainchild. She deals with this every single day. So this was better aligning to what was the intended purpose of the sign portion of the code. Obviously, the accessory structures, we talked about the garage design standards, so those changes and then they got added into this section. Landscaping a buffering the submittal of the landscaping plant and a tree survey and then zoning certificate now required for additional pervious surface, just better aligning to what we're seeing. Supplementary use conditions, traffic study for drive thru establishments at the discretion of Planning Commission or BZBA, and then zoning permit not required for a roof mounted solar panels. Nonconformity's, discontinuation timeline to three months, so this basically means that if there is a use that is a non-conforming use inside of the district instead of the two years that they did have, it will be changed to three months. So it can only sit vacant for tops of three months before a use could go in there or it reverts and they lose the non-conforming clause and they do have to then

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

conform for any future use there. It's a good protection, especially as we start to change some of these uses that does not meet the context of the comprehensive plan and where the city is moving forward. So it's really to get those uses phased out in a much more aggressive fashion.

Mr. Zollars: Andrew, could you please give us an example of what this might be?

Mr. Bowsher: Yeah, so I think where we're going to see this the majority of the time is in the innovation area along Brice Road. So as we're trying to bring different businesses there, we need to get rid of some of the smaller retail type establishments that no longer belong there and fit that needs of what that corridor and what we envision as the corridor. So instead of allowing a user to come in time and time again and continue to sign new leases and not getting really what we want, we're limiting the opportunity of vacancies inside that building to sit there and then a new user to come in and still be a non-conforming use. At this stage, it means it can only sit there vacant without that use being activated for three months before it gets reverted to the new portion of the code.

Mr. Zollars: Thank you.

Mr. Bowsher: Zoning certificate, this was something that city attorney Shook wanted added in there, utilizing our property maintenance code and violations and making sure that better aligns to how we function as the city and giving us a bit more teeth and making sure that it's not just Emily reviewing all that, but our code enforcement team that's reviewing zoning violations and property maintenance violations. Then the site plan and design review, we wanted to better align what we were taking a look at, when somebody submit something, we've actually changed it. It was just too close when we were talking about just a standard site plan and a major site plan. So we went back to the minor site plan and a major site plan. And then that minor site plan is basically anything that's less than five thousand square feet. Some of those and we've outlined to better align to what Emily and myself actually need to review and to check mark boxes before it gets put on the planning commission. And we're not asking for site civil type drawings just yet. So we need to do better, align with what we were asking for. So landscape concept plan, transportation and parking plan, current zoning of the parcels, location of buildings and structures, location of existing water, body streams, drainage ditches, the dimensions of the property line parcels and adjoining right away and then a standard site. So all these things we look for, it's always what we've had. We just don't want to overdo it. And then of course, once we get into the major site plan, we can ask for additional things if Emily finds it necessary, as well as planning commission. Then the major site plan. The biggest difference is minor site plan can be reviewed in house being less than five thousand square feet in size. Major site plan is anything over five thousand square feet, whether it's residential or commercial. Minor site plan is only commercial property. But what we don't want is somebody that wants to build a single family home that has to submit twenty thousand dollars in design when really we're just trying to review the architectural details of the home as well as the

site plan, so wanted to make sure that we weren't overstepping on something of that nature. Certificate of appropriateness, we had it on 30 days that didn't align to actually what we needed. So it's a 14 days prior to the Planning Commission meeting and the certificate of appropriateness, as everyone knows now, is mainly just in the old Reynoldsburg districts, the two districts there, both neighborhood and commercial.

Mr. Hicks: Do you guys have the updated language for the commercial vehicle and RV thing, might just be good to touch on that? Thank you.

Mr. Bowsher: Chris, since you wrote that, you want to touch on this one?

Mr. Shook: Yes, so at the request of Commissioner Hicks, we took a look at the commercial vehicle parking restrictions in residential districts. We went ahead and decided that we would permit dual axle trucks in that district that are less than fourteen thousand pounds as long as they are parked on the lot. So the way that I structured it was to change the language so that trucks having dual tires on one or more axles or having more than two axles will still be prohibited on residential streets, but will be permitted if they are parked in the driveway in a residential district as long as they are under 14 thousand pounds. In addition, we looked at the RV language, if you want to scroll down a little bit to that. We changed up the RV language to make it easier for residents to be able to have an RV on their lot in the City of Reynoldsburg. Quite frankly, it would have been impossible for the city to effectively enforce the code as it was constructed before. So what we've done is we do allow a residential vehicle to be parked in a residential district as long as it's in an enclosed structure and we allow at least one or a maximum of one recreational vehicle located outside an enclosed structure in a residential district as long as it's parked in the driveway, as long as it's three feet from the front right of way, and as long as it's three feet from an adjacent property. We have some other restrictions in there as well that were already included in there. But what we wanted to do was we wanted to make it easier for residents in the City of Reynoldsburg to be able to own and possess on their lot a recreational vehicle. It would have been impossible for us to enforce it the way that it was previously written.

Mr. Bowsher: Thanks, Chris. There was a question that came through just as related, not to this specific one, but Mrs. Sarah Reed brought up. The question was she said, Stephen Hicks, that's a great point, drove through Retton today and my husband and I noted the two story house cited in the midst of the one to one and a half story brick homes that did stick out a bit. How would the new zoning code help us in the future? In fact, that was one thing that was correct when it was in there. Unfortunately, the old zoning code a long time ago for that whole area allowed for two and a half story buildings. Yes. Not in line with what that area is. And that's how they have that basement and makes it look like its two and a half stories. So we limited the building height. That's something that we're not changing and we're keeping it in there. So it's only a maximum of two stories, not necessarily next to that house, but in the Huber neighborhood as you get closer to Main Street, there are

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

two story homes in the Huber area and that is where it conforms to. So we have a height standard. So that home, if they were to come back and try to rebuild that as of today, it couldn't happen again.

Mr. Hicks: If they ever finish it?

Mr. Bowsher: Correct.

Mr. Furst: Mr. Chairman, if you will, I am kind of sympathetic to Mr. Hicks comments regarding the minimum quality standards. I know with modern building construction, one of the nightmare type scenarios that we're ideally looking to avoid when we've talked about things like minimum trim requirements and things like that, is that wall of vinyl sort of look where if there's very minimal trim and just something to cover the cuts in the vinyl or virtually no trim at all? I personally think that's a very unattractive look and that's not doing anything to sell the property. I think you're increasing the risk for maintenance issues further on down the line. And, you know, certainly we don't want to set ourselves up for a scenario where you might put in a product today and 10, 20, 30 years from now, if it falls into disrepair, I think if you have a much more esthetically pleasing product, something that seems more complete, not just that's had some corners cut for the sake of keeping it to a bare minimum price point, then you avoid some of that scenario. So I know that someone has brought up that Mr. Benner wanted to have a discussion about the architectural design standards. I think Mr. Hicks concern kind of corner stone's nicely with that discussion. I'd like to talk about that now if we could.

Mr. Zollars: Yeah, go ahead.

Mr. Benner: Yes. Mr. Hicks and I were able to talk a little bit this afternoon. I'm assuming everyone received his email with the changes that he wanted to have included in this amendment. And I'm sure you all have your various opinions. I guess what Mr. Hicks and I were able to agree to today is that design standards are probably going forward, a very important part of what we're doing here as planning commission, especially with the increase in development that's happening here in Reynoldsburg. I'm not sure it's such that we can discuss it this evening and that it makes this particular change. You know, in the weeks that we've been meeting to make these amendments, the one thing that's come up constantly is that this is a huge living document that is going to require that it be looked after and possibly changed over time. We could be back in six months. We could be back in a year. I think architectural standards like we're discussing will require more time than we have this evening to come up with. A three inch trim, I drove the city today just to look at some of what's out there. And, you know, you have you have brick structure with absolutely no trim around any window. You have stone and stucco, sometimes without trims around the windows. On the other hand, all vinyl with just J channel running right up to the edge of the windows in the hole there certainly is unattractive. I think my reply in the email to Mr. Hicks was that that's absolutely the most unattractive two story home with no trim whatsoever. Just a wall of vinyl is not

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

something that we probably want. But just saying three inch trim on all windows and doors, I think is a little arbitrary, not something that we could really do quickly. I think it does merit more discussion, more thought, maybe another committee. I don't know. I just don't think that we can make that this evening.

Mr. Bowsher: I think that makes a lot of sense. It's something interesting. I was talking to an ex council member today and kind of brought this up. And I talked with Emily about it as well. You know this document. Yes, we have to have it. A living document. There's a lot to it and things like that. I think that we've done some great work and kudos to the individuals that helped us. It wasn't just staff, but there was members of council. There was two planning commissioners that are here tonight, both Alex and Keith, and input from everyone, the mayor included. And obviously Attorney Shook. I want to note that the next phase of this is updating our development handbook, and I think that's where I'm trying to get to, is maybe the architectural designs as we get into real tough specifics, probably need to change to called the developers handbook because it's more of a document that's based in details; architecture, engineering. Talks about specific ready mixes for streetscape, things of that nature. You know, potentially maybe that's something where that could live in that we then give to a developer after it's done and saying if it we're going to say across the board, we're looking for these things. Maybe it's something that we can get back together on as we start to update that, because we do mention that here in the zoning code that that's the next phase as it gets in the site civil drawing that those are things that they need to have included. It's just something to discuss. But it's a thought.

Mr. Zollars: Very good, good discussion. I have a question on particularly on the, I can't zoom down. Whatever section we're currently looking on the parking on the streets and the part with two vehicles, what is the enforcement procedure and what are those timelines? Is that in here somewhere?

Mr. Shook: So the enforcement mechanism is going to be in Section 1109 and we did change significantly the enforcement section to provide a little bit more detail about what that process would be and who would have the power to enforce the code. Previously, it was just the planning and zoning administrators so it put all of that responsibility on Emily. So we rephrase that so it would be the planning and zoning administrator or the designee in this case. And in these kinds of cases, that designee would be one of our code officials. What they do is that they observe a violation out on the street. And we've had several of these kinds of violations this year. They issue a notice of violation to the property owner with a recommended corrective action to take and a time line for the owner to take that corrective action. If they don't take that corrective action within that timeline, then we cite them in the mayor's court. Unfortunately, our previous code wasn't all that specific about what penalties we could necessarily enforce. It was before the changes that we put in here today. All we had was a maximum fine of two hundred fifty dollars for any zoning code violation. So we wanted to put a little bit more teeth into that. Now with the changes that are being proposed to the commission tonight, it would give us the

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

ability to be able to impose daily fines, fines of up to a thousand dollars, the ability of the city to seek penalties of civil forfeiture for zoning code violations. Not that we would necessarily ever intend to go that deep with it, but the intent of those penalty provisions is to be coercive, to motivate people to comply with the code. So we have we have some significant enforcement mechanisms in place with these changes.

Mr. Zollars: Thanks for sharing that. What else you have, Mr. Bowsher?

Mr. Bowsher: I believe that was it for the changes. Emily, was there anything on another page that I missed? As you were scrolling through, I can't remember where we left off. I apologize.

Ms. Wheeler: Nope, that was the end of the summary documents.

Mr. Bowsher: OK, thank you.

Mr. Hicks: On the technical question would be the action of this party tonight would be to recommend approval to council of the updated zoning changes. Is that correct?

Mr. Shook: That is correct. So if we have changes that need to be reflected here on the record that are different than what's been presented to the commission in the packet, we'll need a motion to amend so that those changes can be reflected. So that would include the changes in the community commercial district that take multi-family housing and make that a conditional use of the changes in the parking restrictions for commercial vehicles and for recreational vehicles. Then there's one other change that I noted that we had discussed that wasn't included in the package. I would ask for a motion to amend to reflect this changes that adult oriented businesses. We're going to be removed as a use in the innovation district and placed as a use in the community commercial district. Just to go into some detail in the minutes about that, as several members of this commission may be aware on the Columbus side of Brice Road, we have had adult oriented businesses that have created several problems in that corridor, including drug trafficking, prostitution, violent crime. The City of Columbus has had to shut down two of those facilities in that area. The one thing we don't want is for those kinds of businesses to be a permitted use on our side of that street to make that problem even worse.

Mr. Zollars: Very good. Perfect. So did any of you commissioners get those amendments? I would care to put that into a motion.

Mr. Hicks: All right, I'll try. Mr. Chairman, I'd like to make a motion to amend the proposed changes to the zoning code and include the following amendments. First, I'd like to include the amendment of the community commercial code, removing the multifamily uses from permitted to conditional. Secondly, I would like to amend the code in regards to On-street parking and parking for commercial vehicles with the proposed language. Thirdly, I would like to amend the recreational vehicle parking

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

and storage requirements in the code. And fourth, I would like to amend the removal of adult oriented businesses from the innovation zone to the community commercial zone as a use.

Mr. Zollars: Does that cover everything, Mr. Shook?

Mr. Shook: Thank you.

Mr. Zollars: Very good. Thank you, Mr. Hicks. There's a first. How about a second?

Mr. Benner: Second.

Mr. Zollars: Thank you very much. OK, we get roll call on those?

Mr. Hicks: And we're voting on just those amendments and then we'll vote on the entire code, correct?

Unknown Yes.

Mr. Zollars: All right, Emily, we have a first and second, so if you could call the vote on those amendments, please.

Ms. Wheeler: Yes. Mr. Benner. Yes. Mr. Cullinan. Yes. Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

Mr. Zollars: Very good. Thank you very much on that and for staff and Chris and everybody explaining and detailing that out for us.

Mr. Furst: Mr. Chairman. If you don't mind, I move that we recommend the changes for approval by City Council.

Mr. Benner: Second.

Mr. Zollars: Can we get the roll call on that, please?

Mr. Benner. Yes. Mr. Cullinan. Yes. Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

E. OTHER BUSINESS

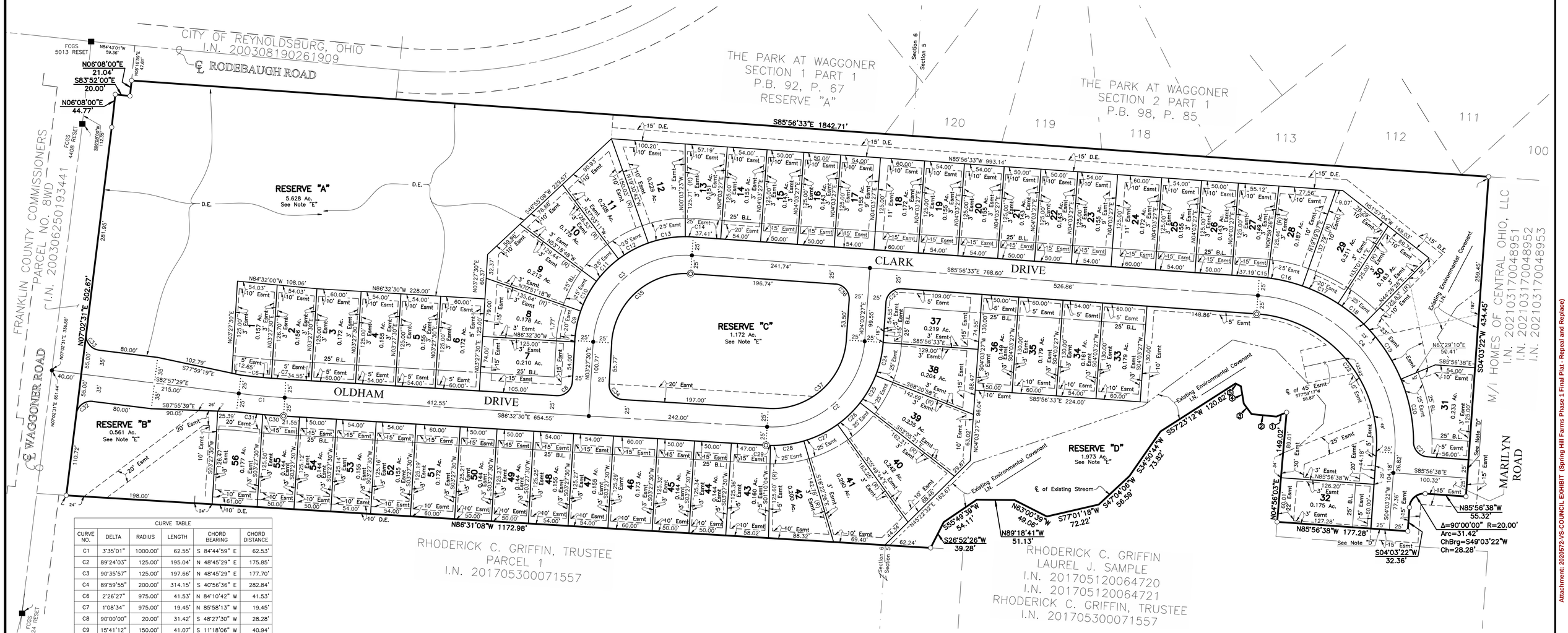
None

F. ADJOURNMENT

_____ _____
Chairman Planning and Zoning Administrator

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

SPRING HILL FARM SECTION 1



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	3°35'01"	1000.00'	62.55'	S 84°44'59" E	62.53'
C2	89°24'03"	125.00'	195.04'	N 48°45'29" E	175.85'
C3	90°35'57"	125.00'	197.66'	N 48°45'29" E	177.70'
C4	89°59'55"	200.00'	314.15'	S 40°56'36" E	282.84'
C6	2°26'27"	975.00'	41.53'	N 84°10'42" W	41.53'
C7	1°08'34"	975.00'	19.45'	N 85°58'13" W	19.45'
C8	90°00'00"	20.00'	31.42'	S 48°27'30" W	28.28'
C9	15°41'12"	150.00'	41.07'	S 11°18'06" W	40.94'
C10	17°32'29"	150.00'	45.92'	S 27°54'57" W	45.74'
C11	16°15'37"	150.00'	42.57'	S 44°49'00" W	42.43'
C12	17°32'29"	150.00'	45.92'	S 61°43'03" W	45.74'
C13	19°27'19"	150.00'	50.93'	S 80°12'57" W	50.69'
C14	4°06'50"	150.00'	10.77'	N 87°59'58" W	10.77'
C15	2°55'59"	225.00'	11.52'	N 84°28'33" W	11.52'
C16	12°19'41"	225.00'	48.41'	N 76°50'43" W	48.32'
C17	13°42'04"	225.00'	53.80'	N 63°49'51" W	53.68'
C18	11°25'16"	225.00'	44.85'	N 51°16'10" W	44.78'
C19	23°02'43"	225.00'	90.50'	N 34°02'11" W	89.89'
C20	22°18'45"	225.00'	87.62'	N 11°21'27" W	87.07'
C21	85°44'34"	20.00'	29.93'	N 43°04'21" W	27.21'
C22	89°59'55"	175.00'	274.88'	S 40°56'36" E	247.48'
C23	90°00'00"	20.00'	31.42'	N 49°03'27" E	28.28'
C24	17°35'35"	150.00'	46.06'	N 12°51'15" E	45.88'
C25	16°15'37"	150.00'	42.57'	N 29°46'51" E	42.43'
C26	16°15'37"	150.00'	42.57'	N 46°02'28" E	42.43'
C27	19°27'19"	150.00'	50.93'	N 63°53'55" E	50.69'
C28	17°32'29"	150.00'	45.92'	N 82°23'49" E	45.74'
C29	2°17'26"	150.00'	6.00'	S 87°41'13" E	6.00'
C30	1°35'25"	1025.00'	28.45'	S 85°44'47" E	28.45'
C31	1°59'36"	1025.00'	35.66'	S 83°57'17" E	35.66'
C32	90°00'00"	20.00'	31.42'	N 52°02'31" E	28.28'
C33	90°00'00"	20.00'	31.42'	N 37°57'29" W	28.28'
C34	90°00'00"	20.00'	31.42'	N 41°32'30" W	28.28'
C35	90°35'57"	100.00'	158.13'	N 48°45'29" E	142.16'
C36	90°00'00"	20.00'	31.42'	S 40°56'33" E	28.28'
C37	90°00'00"	100.00'	157.08'	S 48°27'30" W	141.42'

NOTE "A": All of Spring Hill Farm Section 1 is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:

Total acreage	22.225 Ac.
Acreage in Reserves	9.334 Ac.
Acreage in lots	9.661 Ac.
Acreage in public rights-of-way	3.230 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 1 is out of the following Franklin County Parcel Number:

Parcel Number 060-009343 22.225 Ac.

NOTE "D": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "E" - RESERVES "A", "B", "C" AND "D": Reserves "A", "B", "C" and "D", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Spring Hill Farm subdivisions for the purpose of open space/stormwater facilities.

NOTE "F": The purpose of this plat is to show certain property, rights of way, and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall have control over conflicting limitations and requirements that may be shown as on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 1, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

SCALE: 1" = 60'

GRAPHIC SCALE (in feet)

B.L. = Building Line
Esmt = Easement
D.E. = Drainage Easement

① S67°23'26"W 15.01'
② N84°14'46"W 33.87'
③ N36°21'49"W 17.70'
④ N09°34'11"W 23.75'
⑤ N61°59'47"W 8.25'

Line Type Legend

- Existing Property Line
- Existing R/W Line
- Existing R/W Centerline
- Existing Easement Line
- Subdivision Boundary Line
- Lot Line
- R/W Line
- R/W Centerline
- Easement Line

C:\USERS\MKIRK\DESKTOP\2020572-VS-PLAT-SEC1-COUNCIL USE ONLY.DWG plotted by KIRK, MATTHEW on 7/7/2021 3:01:21 PM last saved by MKIRK on 3/29/2021 10:14:23 AM
Xrefs:

Attachment: 2020572-VS-COUNCIL EXHIBIT (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

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

ORDINANCE REQUEST

DATE: **July 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **Demolition of Happy Dragon**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COLVIN GRAVEL COMPANY INC. FOR THE DEMOLITION OF THE PROPERTY LOCATED AT 7332 EAST MAIN STREET (HAPPY DRAGON), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, it has been determined that it is the best interest of the City to demolish the building located at 7332 East Main Street (formerly Happy Dragon); and

WHEREAS, the City of Reynoldsburg purchased said property on June 19th, 2021; and

WHEREAS, this Ordinance will authorize Colvin Gravel Company Inc. to complete the demolition.

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Colvin Gravel Company Inc. for the demolition of the building located at 7332 East Main Street (Happy Dragon) for a contract amount of $30,854.00 (includes a contingency of $15,000.00 for asbestos survey and potential removal of undetermined hazards/risks such as oil, asbestos, freon, etc.).

SECTION 2. That seventy (70%) percent of the demolition costs will be reimbursed if and when the City were to sell said property.

SECTION 3. That an amount of $15,854.00 as the base bid with an additional $15,000.00 contingency in the unappropriated Capital Improvements Fund (410) be appropriated to account number 410.000.0184.5611 Main Street Development Project.

SECTION 4. That Council hereby authorizes the Auditor to remove the building from the City's fixed asset list.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further that the demolition; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

COLVIN GRAVEL COMPANY, INC.

PROJECT ESTIMATE PROPOSAL

2290 McKinley Ave., Columbus, Ohio 43204
P: (614) 486-7175 * F:(614) 488-0440

DATE: 6/29/2021
COR#

CUSTOMER		
William Dorman	**Phone:**	(614) 322-6884
Public-Service Director	**Cell:**	(614) 216-7232
City of Reynoldsburg	**Email:**	wdorman@ci.reynoldsburg.oh.us
7232 E Main St.	**Website:**	
Reynoldsburg, OH 43068		

PROJECT	
Project Name:	Multi Structure Demolition
Project Type:	Commercial Structure Demolition
Street Address:	7221 E. Main & 7332 E. Main St.
City/State/Zip:	Columbus, OH
Wage Type:	Standard
Payment Due:	Net 10 Days
Quote Valid Until:	Monday, September 27, 2021

Colvin Gravel Company, Inc. is pleased to submit the following proposal for the project listed above.

#	BID ITEM	7221 E. Main St.
1	Provide Asbestos Survey	
2	Provide Demolition Permit	
3	Provide Sewer Cap Permit	
4	Cap Existing Sanitary Sewer A Maximum of 7' At Property Line	
5	Demolish Existing Commercial Structure	
6	Export Debris To An Ohio EPA Approved Landfill	
7	Remove and Export Existing Slabs, Footers, And Foundations	
8	Backfill ExistingArea To Existing Elevations With Dirt	
9	Demolish and Remove Existing Canopy	
10	Recover Freon	
We propose hereby to furnish material and labor, complete in accordance with above specifications, For the sum of:		$ 25,485.00

#	BID ITEM	7332 E. Main St.
1	Provide Asbestos Survey	
2	Provide Demolition Permit	
3	Provide Sewer Cap Permit	
4	Cap Existing Sanitary Sewer A Maximum of 7' At Property Line	
5	Cap Existing Water At Sidewalk	
6	Demolish Existing Commercial Structure	
7	Export Debris To An Ohio EPA Approved Landfill	
8	Remove and Export Existing Slabs, Footers, And Foundations	
9	Backfill ExistingArea To Existing Elevations With Dirt	
10	Recover Freon	
We propose hereby to furnish material and labor, complete in accordance with above specifications, For the sum of:		$ 15,854.00

Notes: Removal of contaminated or hazardous material, i.e. oil, asbestos, freon, etc., is excluded.

Note: The owner will assume any and all liability for any unmarked underground utilities. Customer will notify all utility companies to have their services disconnected prior to our commencing work. This proposal is a non-prevailing wage bid and is null and void if this is a prevailing wage project. This proposal is also expressly conditioned upon the negotiation of reasonable contract terms and conditions. If this proposal (contract) is accepted, the owner and/or general contractor will furnish information required by law as to "Notice of Commencement". This will be the only formal notice you will receive and shall be considered by all parties as a formal request, as if sent by certified mail. Payment to be made as follows: Payable upon completion of job and receipt of invoice. Net 10 days. Note: This proposal may be withdrawn by us if not accepted within__90__ days. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. . Our workers are fully covered by Workman's Compensation Insurance. ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Estimate Prepared by: Daniel J. Edwards, Estimator

Estimate Accepted by: _____
Print Name: _____
Date: _____

Attachment: Happy Dragon Demo Proposal (Demolition of Happy Dragon)

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Finance and Administration Committee**
RE:	**Clerk of Court Copier Renewals**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

Authorization for Mayor to enter into an agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for the lease of 2 photo copy machines for the Clerk of Courts use for a total of $27,933.00 for 60 months (see attached agreement)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE CLERK OF COURT COPIERS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, the Reynoldsburg Clerk of Court has two copier units and the lease agreement is expiring; and

WHEREAS, the Clerk is recommending the renewal of a sixty months lease with Modern Office Methods, the current copier provider: and

WHEREAS, the two copier units leased are a Ricoh MP2555 and a Canon DXC3730i, both of which are listed for lease on the state cooperative purchasing program; and

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

WHEREAS, the total fee for lease of the copier units, as well as the additional features, is based upon equivalent or better terms that the state cooperative purchasing program.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for two (2) copiers for the Clerk of Courts office with a lease term to of sixty months at total fee of $27,933.00.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175(f) competitive bidding is hereby waived as the items are to be leased upon equivalent or better terms than the state cooperative purchasing program.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City. Wherefore, upon adoption by Council, this ordinance shall be in effect immediately upon the signature of the Mayor.

modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.	AGREEMENT N

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words **"Lessee," "you"** and **"your"** refer to **Customer**. The words **"Lessor," "we," "us"** and **"our"** refer to **Modern Office Methods, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Reynoldsburg Clerk of Courts			7232 E Main St	
CITY	STATE	ZIP	PHONE	FAX
Reynoldsburg	Oh	43068	614-322-6868	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING MET - COLOR
Ricoh MP2555		130.20	2,000		.01269(fixed)			

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR

Monthly Payment* $ _____ B&W Impressions Included / Month _____ B&W Overages billed at $ _____ per impressio

plus applicable taxes Color Impressions Included / Month _____ Color Overages billed at $ _____ per impressio

TERM AND PAYMENT INFORMATION

Term in 60 Months The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

_____ By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value me the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
Modern Office Methods, Inc.			

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	SIGNATURE	TITLE	DATED
CUSTOMER (as stated above)	X	Mayor	

HERE

FEDERAL TAX I.D. #	PRINT NAME
31-6400909	

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, w limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," whic included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment h ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") u a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. *(Continued on 2)*

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administe property tax filings. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your chec returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreemen any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacem value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additic insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liabilit injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or terminatio this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such ass as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we h now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benef the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement wit or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, termina existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present valu 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' f (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the U If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer perio provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compi reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, a reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently app and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affili and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the in term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-sale condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obt verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrori and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Departme State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shal the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agre execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as other expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may pro Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and ag at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cell provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all o modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN T AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPL AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, D ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or fed court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WA ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning mat required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be s responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardles the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fa provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applic minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orc transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

AGREEMENT NO.

modern office methods

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between **City of Reynoldsburg Clerk of Courts**, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.	**City Of Reynoldsburg Clerk of Courts**
Lessor	Customer
	X
Signature	Signature
	Mayor
Title Date	Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

modern office methods

AGREEMENT NO.

REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

Insurable Value: 15,000

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

_____

Phone: _____

Fax: _____

Description of Item(s) to be insured:

Canon DXC3730i

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL PROPERTY DAMAGE COVERAGE:

2. **PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**
4747 Lake Forest Drive
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to **leasing@momnet.com**.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg Clerk of Courts
Customer

X
Signature

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

26417

Rev. 2/132020

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # , between City of Reynoldsburg Clerk of Courts, as Customer and Modern Office Methods, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____
Customer

_____
Signature

_____
Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

A537 REV 12/16

For APO

modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.	AGREEMENT N

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **Modern Office Methods, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Reynoldsburg Clerk of Courts			7232 E Main St	
CITY	STATE	ZIP	PHONE	FAX
Reynoldsburg	Oh	43068	614-322-6868	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING MET - COLOR
Canon DXC3730i		335.35	5000	1050	.00952(fixed)	.07210(fixed)		

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR

Monthly Payment* $ _____ B&W Impressions Included / Month _____ B&W Overages billed at $ _____ per impressio

plus applicable taxes Color Impressions Included / Month _____ Color Overages billed at $ _____ per impressio

TERM AND PAYMENT INFORMATION

Term in 60 Months The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

_____ **By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.**

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value me the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
Modern Office Methods, Inc.			

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	SIGNATURE	TITLE	DATED
CUSTOMER (as stated above)	X	Mayor	

FEDERAL TAX I.D. #	PRINT NAME
31-6400909	

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, wi limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," whic included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment h ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") u a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. *(Continued on 2)*

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administe property tax filings. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your chec returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreemen any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacem value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additio insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liabilit injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or terminatio this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such ass as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we h now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benef the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement wit or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, termin existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present valu 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the U If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer perio provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) comp reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently ap and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affili and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the i term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-sale condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early terminatior equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to ob verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terror and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Departme State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement sha the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel pape defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agr execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as other expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may pro Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and ag at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cel provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPL AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, D ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or fe court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES W ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning ma required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be s responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations unde Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned b You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardle the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you f provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applic minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an or transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

modern office methods

AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between **City of Reynoldsburg Clerk of Courts**, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.	**City Of Reynoldsburg Clerk of Courts**
Lessor	Customer
	X
Signature	Signature
	Mayor
Title Date	Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

AGREEMENT NO.

modern office methods

REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

Insurable Value: 10,000

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

_____

Phone: _____

Fax: _____

Description of Item(s) to be insured:

Ricoh IM2555

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL PROPERTY DAMAGE COVERAGE:

2. **PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**
4747 Lake Forest Drive
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to **leasing@momnet.com**.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg Clerk of Courts
Customer

Signature

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

26417

Rev. 2/132020

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # , between City of Reynoldsburg Clerk of Courts, as Customer and Modern Office Methods, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____
Customer

_____
Signature

_____
Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Finance and Administration Committee**
RE:	Development Agreement with Trivium

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

Development Agreement with Trivium Development, LLC. This agreement between the City and Trivium would obligate the City to provide Trivium a 180-day period upon which to provide the City a development plan for the former Happy Dragon lot at Lancaster and Main, and setting parameters for certain minimum conditions for future sale.

Statement of necessity for Emergency passage: The Administration is requesting a two-read emergency passage of this legislation because Council is on break during the month of August and the City strongly desires to move this project forward as quickly as possible.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TRIVIUM DEVELOPMENT, LLC FOR THE PURPOSE OF FUTURE SALE AND RE-DEVELOPMENT OF REAL ESTATE, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg recently purchased real property located at 7332 E. Main Street for the purpose of redevelopment; and

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

WHEREAS, in 2015, the City of Reynoldsburg acquired real property located at 7336 E. Main Street and 7342 E. Main Street, and has utilized the same as a public parking lot; and

WHEREAS, the aforementioned real property are contiguous parcels of real estate located at the Northeast corner of Lancaster Avenue and E. Main Street, said parcels identified by the Franklin County Auditor as Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183 and 060-000215 (further referenced herein as "Development Site"); and

WHEREAS, the City of Reynoldsburg has identified Trivium Development, LLC as a qualified, experienced developer capable of expending its private resources for the purpose of preparing a development plan consistent with the Comprehensive Master Plan; and

WHEREAS, the City of Reynoldsburg desires to enter into a Development Agreement with Trivium Development, LLC setting forth the terms of any future sale of the Development Site, which includes a minimum purchase price compensating the City for seventy percent (70%) of its project investment; and

WHEREAS, the City of Reynoldsburg further desires to enter into a Development Agreement with Trivium Development, LLC, setting forth various minimum conditions for the preparation of a suitable development plan, which shall consist of the construction of a commercial building with a non-exclusive parking lot that will create jobs, benefit the continued improvements and revitalization of the Olde Reynoldsburg Commercial District, and provide parking for businesses located across from and adjacent to the Development Site.

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

Section 1. The Mayor is hereby authorized and directed to enter into a Development Agreement with Trivium Development, LLC, attached as Exhibit A, for the purpose of future sale and re-

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

development of real estate identified as Parcel ID Nos.060-000134, 060-000090, 060-000218, 060-000200, 060-000183 and 060-000215.

Section 2. In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the financial needs of the City. The reason for such necessity is to expeditiously proceed with re-development plans for the Development Site without further delay. This Ordinance shall take effect immediately upon the signature of the Mayor.

DEVELOPMENT AND USE AGREEMENT

by and between

THE CITY OF REYNOLDSBURG, OHIO

and

TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company

as the Developer

Dated

as of

the Effective Date (as hereinafter defined)

Attachment: Happy Dragon Final (Development Agreement with Trivium)

DEVELOPMENT AND USE AGREEMENT

THIS DEVELOPMENT AND USE AGREEMENT (this "Agreement") is entered into as of _____, ___, 2021 (the "Effective Date"), by and between THE CITY OF REYNOLDSBURG, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City"), and acting by authority of Ordinance No. , enacted on June , 2021 (the "Development Agreement Ordinance"), and TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company, its successors and/or assigns ("Trivium" or "Developer").

Recitals

A. The City is the owner of certain real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183 and 060-000215 as more particularly described on Exhibit A attached hereto (the "Development Site"). The Development Site (or portion thereof) is currently improved with a retail/restaurant building.

B. The City has determined that the development of the Development Site is in the best interest of the City and the health, safety and welfare of its residents, and is necessary for the purpose of the creation of jobs and employment opportunities in the City and to improve the economic welfare of City residents.

C. After extensive analysis, deliberation and review, the City formulated a strategy for development of the Development Site that embodies a compelling vision for the future of the City and its residents. This vision includes development with higher density, private commercial uses that benefit and enhance the community and spur economic development within a primary commercial corridor of the City.

D. The Council of the City of Reynoldsburg, by the Development Agreement Ordinance, has authorized the sale of the Development Site to Developer upon the terms and conditions provided herein, which Development Agreement Ordinance is attached hereto as Exhibit B and incorporated herein.

E. Trivium has demonstrated experience with planning, marketing, financing, developing and constructing commercial developments throughout the central Ohio metropolitan area, which includes the City.

F. As a condition to the sale of the Development Site to Developer, the parties have agreed that the Development Site shall be developed in accordance with a plan and schedule of development.

G. The City and Trivium desire to collaborate in the redevelopment of the Property pursuant to the terms set forth in this Agreement.

Attachment: Happy Dragon Final (Development Agreement with Trivium)

NOW, THEREFORE, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree:

1. **Incorporation of Recitals**. The Recitals are incorporated herein to the same extent as if fully restated.

2. **Exclusive Right to Pre-Development Activities; Preferred Developer Status**. The City covenants and agrees that throughout the Term (as hereinafter defined), Trivium shall have the exclusive right to undertake pre-development activities with respect to redevelopment of the Development Site. Pre-development activities shall include, without limitation, assessing development and use scenarios, preparing concept plans and design, conducting feasibility and financial analyses, seeking and marketing the Development Site to potential users, and otherwise undertaking such efforts commonly performed when assessing and preparing a site for commercial development. The City further covenants and agrees that (a) Trivium is designated as the preferred developer for redevelopment of the Development Site and (b) the City will promptly direct to Trivium all inquiries the City receives from potential users, tenants, developers or other parties interested in the Development Site. Trivium covenants and agrees to use its best efforts in undertaking the pre-development activities so as to facilitate successful redevelopment of the Development Site. Trivium further covenants and agrees to collaborate with and seek input from the City on design and uses for the redevelopment of the Development Site that are consistent with the City's zoning classification and master plan for the Development Site and surrounding area, and that will benefit and enhance the community and spur economic development within the City.

3. **Right and Option to Purchase**. If, during the course of its predevelopment activities, Trivium formulates a redevelopment plan for the Development Site consistent with the provisions of Section 2 that it deems feasible, Trivium shall have the first right and option to purchase the Development Site from the City. In such event, Trivium and the City will work in good faith to negotiate a customary real estate purchase contract for the Development Site (the "Purchase Contract"), which Purchase Contract at minimum will address or include, as applicable, the following:

(a) Trivium shall have a contingency period sufficient in length for Trivium to (i) conduct final due diligence and inspections (such as title and survey work, soils testing, appraisals, financing, etc.); (ii) negotiate lease terms with the end-user(s); and (iii) obtain all non-appealable governmental approvals and permits necessary to commence construction of its development.

(b) The City shall convey fee simple title to the Development Site to Trivium by limited warranty deed free and clear of all liens and encumbrances except: (i) those created by or assumed by Buyer; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with Trivium's intended use of the Development Site.

(c) When negotiating the purchase price for the Development Site, the Parties shall factor in the following:

i. The project costs to the City to acquire and maintain the parcels for the

Attachment: Happy Dragon Final (Development Agreement with Trivium)

Development Site, which shall include, but are not limited to, purchase price, assessments, demolition expenses, maintenance expenses, and any non-exempt real estate taxes in order to compensate the City.

1. The parties agree that the City shall provide a full breakdown of its actual and estimated project costs to Developer at the time this Agreement is executed.
2. The parties agree the purchase price shall, at a minimum, compensate the City for seventy percent (70%) of its total project costs as provided.

ii. Developer project construction costs, user rental rates, project density and other similar factors in order to arrive at a purchase price that makes the project economically feasible with commercially reasonable market rates of return for Trivium.

(d) At closing, the City shall (i) pay all delinquent taxes, including penalties and interest, all assessments that are a lien on the date of closing and all agricultural use tax recoupments for years prior to the year of closing, (ii) pay all other unpaid real estate taxes and assessments relating to years prior to closing, and (iii) credit on the purchase price all real estate taxes, assessments and agricultural use tax recoupments for the year of closing, prorated through the date of closing. The proration of undetermined taxes shall be conclusively based upon a three hundred sixty-five (365) day year, the last available tax rate, and then-current valuation, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation, etc., whether or not the same have been certified.

(e) The Purchase Contract will contain customary representations and warranties from both the City and Trivium.

(f) Prior to closing of the Purchase Contract, the City shall, at its sole costs and expense, demolish the existing retail/restaurant building located on the Development Site .

(g) Prior to entering into the Purchase Contract, the City and Trivium will finalize an agreement requiring the City to utilize proceeds from the Tax Increment Financing District encompassing the Development Site to reimburse Trivium for costs associated with infrastructure improvements that benefit the Development Site and the public at large.

4. **Plan and Schedule of Development**. Trivium agrees to exercise due diligence and good faith in the pursuit of a suitable development plan for the Development Site and provide a draft site plan to the City within one-hundred (180) days of this agreement, which shall include, at a minimum:

(a) The construction of a building for commercial use that is at least 15,000 square feet.

(b) The construction of a parking lot, of which a certain percentage, to be later agreed upon by the parties, shall be dedicated on a non-exclusive basis for use

Attachment: Happy Dragon Final (Development Agreement with Trivium)

by the general public to benefit both the Development Site and nearby commercial entities.

5. **Access to Development Site.** At all times during Term, Trivium and Trivium's consultants and contractors shall have access to the Development Site and all records of the City relating to the Development Site to conduct it predevelopment activities. Trivium shall be permitted to erect a marketing sign on the Development Site. Trivium agrees to indemnify and hold the City harmless from any injury or damage to persons or property caused by such access. Within twenty-one (21) days of the Effective Date, the City will provide Developer with a current ALTA/NSPS survey of the Development Site.

6. **Indemnification**. In addition to the obligations of the Developer, as set forth in this Agreement, except to the extent caused by the willful misconduct of City or its agents, employees or officials, the Developer shall indemnify, defend and hold harmless the City and its agents, employees and public officials from and against any and all suits, claims, damages, losses, costs or expenses (including reasonable attorney fees) arising out of, or resulting from (i) the construction and financing of any improvements made by Developer on the Development Site, (ii) claims, suits or actions of every kind and description when such suits or actions are caused by negligent, intentional, willful and/or wanton acts, and/or errors or omissions of the Developer, its officers, agents, employees, consultants, sub-consultants, contractors and/or subcontractors; and (iii) injury or damages received or sustained by any party because of the negligent, intentional, willful and/or wanton acts of the Developer, its officers, agents or employees, consultants, sub-consultants, contractors and/or subcontractors.

7. **Property Acquisition**. To the extent any of the parcels comprising the Development Site are not yet owned by the City as of the Effective Date, the City agrees to contract for and acquire fee simple ownership of such parcels and provide Developer with evidence thereof within sixty (60) days of the Effective Date.

8. **Term; Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the date that is one-hundred and eighty (180) days after the later of (a) the Effective Date, and (b) the date on which the City acquires fee simple ownership of the entire Development Site. The City may elect to extend the Term of this Agreement an additional one-hundred and eighty (180) days at its sole discretion. This Agreement shall be subject to early termination as follows:

(i) By mutual agreement of the City and The Developer.

(ii) By the City upon the occurrence of any of the following events:

(1) Trivium's material breach of this Agreement that is not cured within 30 days of receipt of written notice from the City, which notice shall set forth the nature of the material breach giving rise to the termination; or

(2) Trivium's bankruptcy, reorganization, arrangement for the benefit of creditors, insolvency, liquidation, or receivership or if similar proceedings are instituted by or against Trivium under federal or state law.

(iii) By Trivium upon the occurrence of any of the following events:

Attachment: Happy Dragon Final (Development Agreement with Trivium)

(1) The City's material breach of this Agreement that is not cured within 30 days of receipt of written notice from Trivium, which notice shall set forth the nature of the material breach giving rise to the termination; or

(2) The City's bankruptcy, reorganization, arrangement for the benefit of creditors, insolvency, liquidation, or receivership or if similar proceedings are instituted by or against the City under federal or state law.

9. **Insurance.** During the term of this Agreement, Trivium shall, at Trivium's sole cost and expense, maintain insurance having minimum liability limits of $1,000,000 per occurrence and $2,000,000 general aggregate with excess liability coverage for $2,000,000, and such insurance shall be purchased from companies authorized to do business in Ohio. The City shall be named as an additional insured and the insurance shall not be cancelled or modified without 30 days' prior written notice to the City. A certificate of insurance shall be provided to the City on or before the date on which Trivium commences the services described in this Agreement and a new certificate of insurance for any replacement insurance shall be provided the City prior to the cancellation of any insurance required hereunder.

10. **General Terms.**

(a) *Governing Law.* This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Ohio. In regard to any litigation which may arise in regard to this Agreement, the Parties shall and do hereby submit to the jurisdiction of and the Parties hereby agree that the proper venue shall be in the United States District Court for the Southern District of Ohio and/or in the Common Pleas Court of Franklin County, Ohio.

(b) *Assignability.* Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that Trivium may assign this Agreement to a party that is controlled by, under common control with, or that controls Trivium without prior consent of, but with prior notice to, the City.

(c) *Notices.* All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received through U.S. Express Mail, by electronic mail when delivered or any private express service (as evidenced by a written receipt), or, if earlier, and regardless of whether actually received (except where receipt is specified in this Agreement), four (4) days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below or at such other address as such Party may have specified by notice delivered in accordance with this Section:

Trivium:	Trivium Development LLC 210 Lazelle Street Columbus, Ohio 43215 Attention: Timothy Spencer Email: tim@triviumdevelopment.com
With copy to:	Kephart Fisher LLC 207 North Fourth Street Columbus, Ohio 43215 Attention: Robert S. Ryan Email: robryan@kephartfisher.com
City:	City of Reynoldsburg, Ohio 7232 E. Main Street Reynoldsburg, Ohio 43068 Attention: Joe Begeny, Mayor Email: jbegeny@ci.reynoldsburg.oh.us
With copy to:	City of Reynoldsburg Office of the City Attorney 7232 E. Main Street Reynoldsburg, Ohio 43068 Attention: Chris Shook, City Attorney Email: cshook@ci.reynoldsburg.oh.us

(d) *Entire Agreement.* This Agreement contains the entire understanding between the Parties with respect to the Development Site, and supersedes any prior understanding or agreements between them respecting the subject matter of this Agreement. There are no representations, arrangements, understandings, or agreements, oral or written, among the Parties hereto relating to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the Parties.

(e) *No Third Party Beneficiary.* There shall be no actual or intended third party beneficiaries to this Agreement.

(f) *Severability of Provisions.* Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those provisions of this Agreement which are valid.

(g) *Waiver.* The waiver by any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach of this Agreement.

(h) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the

Parties shall not have signed the same counterpart. A facsimile or PDF copy of a signature of a Party on this Agreement shall be fully effective as if an original signature.

(i) *Memorandum of Agreement or Affidavit of Facts*. If requested by either Party, the Parties agree to file a memorandum of agreement ("Memorandum") or Affidavit of Facts ("Affidavit"), in form and substance satisfactory to the Parties, in the Official Records of Franklin County, Ohio, whereby the exclusive option of Trivium to purchase the Development Site pursuant to this Agreement shall be placed of record.

Remainder of Page Intentionally Left Blank; Signature Page Follows

This Agreement has been executed by the Parties as of the Effective Date.

CITY:

The City of Reynoldsburg, Ohio,
an Ohio municipal corporation

By: _____
Joe Begeny
Mayor

TRIVIUM:

Trivium Development LLC,
an Ohio limited liability company

By: _____
Timothy Spencer
President

APPROVED AS TO FORM:

_____
Chris Shook, Reynoldsburg City Attorney

CERTIFICATE

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: _____

_____
Stephen M. Cicak, City Auditor

{00460425-11}

Attachment: Happy Dragon Final (Development Agreement with Trivium)

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	Renewal of Multiple City TIFs

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

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

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

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

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

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

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

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

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

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2020 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 (TIF ended in 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.

Reynoldsburg

MINUTES

2021 FRANKLIN COUNTY; BRICE ROAD TIRC
WEDNESDAY, JUNE 30, 2021

PLACE: Virtual Zoom Meeting

1. Michael Stinziano, Franklin County Auditor

Michael Stinziano called the meeting to order at 2:03 pm.

Present: Michael Stinziano, Kelan Craig, Christine Boucher, Carlie Boss, Lane Newcome, Julio Orr, Chris Long, Jason Nicodemus, Joni Crawford, Chris Shook, Stephen Cicak, and Andrew Bowsher

2. Approval of 2020 Minutes

Andrew Bowsher made a motion to approve the Minutes, seconded by Carlie Boss; eleven affirmative votes, Julie Orr abstained, no negative votes; Minutes stand approved as submitted

3. Brice Road TIF

Mr. Bowsher: The total gross collected was $171,171.02. Reynoldsburg has upheld its commitment to plow some streets including the Glen Meadows Neighborhood. This continues to be a well-functioning TIF. The city voted on a few new TIF's that we will discuss at next year's meeting.

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

4. Comments and Closing

Mr. Stinziano adjourned the meeting at 2:13 pm

Attachment: 2021 TIRC Minutes-Franklin Co. (TIRC Renewals)

TIF Form

Municipality Reynoldsburg
TIF Name BRICE RD (WALGREENS) TIF
TIF Ordinance 30-1999
TIF Type
First Year 2001 **Last Year** 2029
Levy Sharing N
School or Non-School TIF Non-School
JVSD EASTLAND JVSD

TIRC Date
Percent of TIF 100
TIF Ordinance Date
TIF ORC Code 5709.40 (B)
Number of years total 29
Revenue Sharing N
School District REYNOLDSBURG CSD
Project History

This TIF includes the Walgreens, and Home Depot locations. All TIF areas are still generating.

Fund Balance $44,263.29
Funds Received this Year $44,263.29
Encumbered Amount 0
Expenditures $2,690,491.33

Balance Owed $337,096.35
Funds Received Total $1,160,487.6
Total Cost of Finished Infrastructure $337,096.35
Expenditure Details

2003 Infrastructure Bonds

Attachment: BRICE RD (WALGREENS) TIF Form (TIRC Renewals)

TIF Form

Municipality Reynoldsburg
TIF Name HOME DEPOT TIF
TIF Ordinance 32-1999
TIF Type
First Year 1999 **Last Year** 2028
Levy Sharing N
School or Non-School TIF Non-School
JVSD EASTLAND JVSD

TIRC Date June 30th 2021
Percent of TIF 100
TIF Ordinance Date
TIF ORC Code 5709.40 (B)
Number of years total 30
Revenue Sharing N
School District REYNOLDSBURG CSD
Project History

Fund Balance $136,138.42
Funds Received this Year $13,138.42
Encumbered Amount 0
Expenditures $80,525

Balance Owed $0
Funds Received Total $3,176,873.49
Total Cost of Finished Infrastructure $3,027,587.68
Expenditure Details

2003 Bond

Attachment: HOME DEPOT TIF Form (TIRC Renewals)

Reynoldsburg

MINUTES

2021 LICKING COUNTY TIRC
WEDNESDAY, JUNE 30, 2021

PLACE: Virtual Zoom Meeting

1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 2:48 pm

Present: Michael Smith, Brad Mercer, Chris Harkness, Christine Boucher, Joni Crawford, Stephen Cicak, Andrew Bowsher, and Chris Shook

2. Approval of 2020 Minutes

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

3. Taylor Road TIF #1

Mr. Bowsher: For 2020 $12,726.15 was collected the first half and for the second half $8,439.47 was collected. This was for the Taylor Chase Condominiums. This should increase this year as the developer has built out eight more buildings to finish out this development and we should start collecting on that soon. TIF 2 will have an increase as the ranch apartments to this development will be completed as well.

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

4. Taylor Road TIF #2

Mr. Bowsher: This is the second portion of Taylor Road. Due to the apartments being built in this TIF we will see the largest increase as in 2020 this was vacant land. This year's amounts are $634.67 the first half and $634.67 for the second half.

Attachment: 2021 TIRC Minutes-Licking Co. (TIRC Renewals)

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

5. Summit Road TIF

Mr. Bowsher: No new changes on this TIF. This has been vacant farm land with the exception of The Inn at Summit. We do have a proposal for Eastwood that's about three years out. That development will significantly increase this TIF. The first half collections are $15,997.70 and the second half is $15,997.70.

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

6. Comments and Closing

Michael Smith adjourned the meeting at 2:57 pm

Attachment: 2021 TIRC Minutes-Licking Co. (TIRC Renewals)

Summit Rd #1
Fund 973

Total Net TIF Collections	1st half 2020	2nd half 2020
Summit Rd #1	15,997.70	15,997.70
Summit Rd #1 10% Rollback		
Maple Woods Farms		
Maple Woods Farms-10% Rollback		
Gross Collection	15,997.70	15,997.70
Less:		
Aud/Treas Fees	202.29	207.76
Delinquent Tax Collection (5%)		
Net Distribution	15,795.41	15,789.94

Fund 973 Summit Rd #1 Tif	1st half 2020	2nd half 2020
Fund 973 Beginning Balance	61,242.13	77,037.54
Total Collected	15,795.41	15,789.94
Debt Service		
Fund 973 Ending Balance	77,037.54	92,827.48

Taylor Rd Tif #1
Fund 974

Total Net TIF Collections	1st half 2020	2nd half 2020
Taylor Chase	12,726.15	8,439.47
	0.00	0.00
Gross Collection	12,726.15	8,439.47
Less:		
Aud/Treas Fees	161.21	109.49
Delinquent Tax Collection (5%)		
Net Distribution	12,564.94	8,329.98

Fund 974 Taylor Rd-1 Tif	1st half 2020	2nd half 2020
Fund 974 Beginning Balance	210,191.16	222,756.10
Total Collected	12,564.94	8,329.98
Debt Service		
Fund 974 Ending Balance	222,756.10	231,086.08

Attachment: Reports (TIRC Renewals)

Taylor Rd Tif #2
Fund 975

Total Net TIF Collections	1st half 2020	2nd half 2020
Park National Bank	0.00	
Glen O Bard	634.67	634.67
	0.00	0.00
Gross Collection	634.67	634.67
Less:		
Aud/Treas Fees	8.02	8.22
Delinquent Tax Collection (5%)		
Net Distribution	626.65	626.45

Fund 975 Taylor Rd-2 Tif	1st half 2020	2nd half 2020
Fund 975 Beginning Balance	17,651.28	18,277.93
Total Collected	626.65	626.45
Debt Service		
Fund 975 Ending Balance	18,277.93	18,904.38

Reynoldsburg

MINUTES

2021 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
WEDNESDAY, JUNE 30, 2021

PLACE: Virtual Zoom Meeting

1. Jon Slater, Fairfield County Auditor

Mr. Slater called the meeting to order at 3:03pm

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

2. Approval of 2020 Minutes

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

3. Taylor Square TIF

Mr. Bowsher: For the first half we collected $697,663.44 and the second half was $1,072,786.84 for a grand total of $1,770,420.82. Updates from last year are a new Starbucks as well as the corner lot being a Mount Carmel facility with emergency and primary care. Drury has looked to divest its interest in the parcel they currently own. I have been told that is going to be pushed into two outparcels with restaurant spaces. Additionally, we have the Chick-fil-A with a planned opening of August of this year and Caliber Automotive is being constructed next to Big Sandy. Caliber will have a payroll of a few million. Casto has been working with a Gabes to potentially fill the Babies-R-US location We have seen a lot of interest in this area and continue to receive inquiries and fill some of the vacancies.

Mr. Slater: Any questions from members of the city or members of the TIRC? There's been some good activity there and I think this is a good example of a TIF. I'm not sure how much debt is left on that project.

Attachment: 2021 TIRC Minutes-Fairfield Co. (TIRC Renewals)

Ms. Crawford: The final debt payment will be December 2023. Our principal balance at the end of 2020 was $1,640,000.00.

Mr. Slater: So the collections is supporting that, that's great.

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

4. Comments and Closing

Mr. Slater adjourned the meeting at 3:15 pm.

Attachment: 2021 TIRC Minutes-Fairfield Co. (TIRC Renewals)

TAYLOR SQUARE TAX INCREMENT FINANCING

Phase I and II	1st Half 2020	2nd Half 2020
Total Phase I Collected	389,929.75	740,073.49
Total Phase II Collected	307,733.69	332,713.35
TOTAL COLLECTED	697,663.44	1,072,786.84
Effective Class II % to School	65.00%	65.00%

Subaccounts	1st Half 2020	2nd Half 2020
Phase I Reserve		
Phase I Debt Service	389,929.75	740,073.49
Phase II School Revenue	200,026.90	216,263.68
Phase II Debt Service	107,706.79	116,449.67
	697,663.44	1,072,786.84

Fund 970 (TIF)	1st Half 2020	2nd Half 2020
Fund 970 Beginning Balance	933,814.06	893,043.12
Total Collected	697,663.44	1,072,786.84
Paid To Schools	-738,434.38	-411,565.62
Transferred to Debt Service		-571,829.00
Debt Payments paid from Tax Revenues	0.00	0.00
Fund 970 Ending Balance	893,043.12	982,435.35
Fund 970 reserve		

Payments to School District	1st Half 2020	2nd Half 2020
Phase II School Revenue (30 days after receipt)	200,026.90	216,263.68
Annual Balance (30 days after calendar year)		**782,330.70**

Service Payment Deficiencies		2020
Phase I Owner's Parcel	(i)	684,455.81
Phase I Property	(ii)	1,130,003.24
Credited Payments	(iii)	1,354,159.70
Debt Payment Required		571,829.00
Debt Service Deficiency		0.00
Target Deficiency		0.00
Amount Due From Owner		0.00

1 770 420.28

Attachment: Reports (TIRC Renewals)

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Purchase of Real Property on Priestly Drive**

Approval:

Completed Joe Begeny	Pending Chris Shook	Pending Stephen Cicak

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City; and

WHEREAS, the City of Reynoldsburg desires to use the land for a public purpose; and

WHEREAS, the City maintains and operates the adjacent Pine Quarry Park; and

WHEREAS, This new parcel will act as a neighborhood entrance into the park; and

WHEREAS, both the Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allows the City to acquire real property.

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

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

STATE OF OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to purchase the real property located on Priestly Drive, Reynoldsburg, Ohio, Franklin County, Ohio Parcel Number 060-008445-00.

SECTION 2. The legal description attached as Exhibit A shall be incorporated by reference.

SECTION 3. The consideration of payment for the property is twenty-five hundred dollars ($2,500.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 4. The purchase price in connection with the property acquisition of twenty-five hundred dollars ($2,500.00) is to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated General Fund (010) to account number 5600.xxxx Parks Department.

SECTION 5. In addition to the purchase price, an additional one thousand dollars ($1,000) shall be appropriated as a contingency from the unappropriated General Fund (010) to account number 5600.xxxx Parks Department.

SECTION 6. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 7. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the

Development Department

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

Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 8. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 9. This Ordinance shall take effect thirty days after the approval of Council and the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Quarry Park Homeowners Association Inc**, an Ohio limited liability company ("Seller"; Buyer and Seller sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

A. Seller is the owner of one (1) Franklin County, Ohio Parcel Number 060-008445-00,commonly known as Priestly Drive, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate .38 acre tract improved with a nature trail, together with all improvements thereon, and all easements and other rights and privileges appurtenant thereto (hereinafter "the Property").

B. Seller desires to (i) sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.

C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be Twenty Five Hundred Dollars ($2,500.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

In the event title company requires the parties to execute an addendum or other agreement with respect to the title company serving as Holder, then the parties agree to execute such addendum or other agreement.

Article 2: Closing; Possession; Condition of Property.

a. Closing. Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, but shall be no later than June 15, 2021, unless extended by mutual agreement of the Parties. Upon termination, all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter, except those obligations outlined in Article 3.

b. Possession. Buyer shall be entitled to possession of the Property at the Closing.

c. Condition. The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

Article 3: Inspection of the Property.

a. Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Propertyin order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Seller harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representative's actions while inspecting the Property. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

a. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

i. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.

ii. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contact; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.

iii. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

b. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein and the earnest money shall be returned to Buyer. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Attachment: Prestly Draft Purchase Agreement.7.12.21 (Purchase of Real Property on Priestly Drive)

Article 6: Title and Survey.

a. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Buyer, at Buyer's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.

b. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").

c. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").

In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to (i) waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property

d. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).

e. Title Commitment, Title Policy and Survey Premium and Fees. Buyer shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

a. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

b. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final andneither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

c. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

a. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:

(i) Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.

(ii) Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.

(iii) Authority. One or more certificates of Seller regarding the authority of the

Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.

(iv) Documents. Originals, as available, or copies of all contracts relating to the Property.

(v) Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.

(vi) Intentionally Deleted

(vii) Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non- foreign person certificate [§1445, IRC, FIRPTA], if required.

b. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:

(i) Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.

(ii) Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

a. Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released

have been removed subject only to the contingencies which are typically required at Closing in which event Buyer shall have the right to negotiate with and sell to such

Attachment: Prestly Draft Purchase Agreement.7.12.21 (Purchase of Real Property on Priestly Drive)

governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing;or (ii) to terminate this Contract by giving to Seller written notice of such termination. Theelection of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failureby Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

a. Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

(i) There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;

(ii) There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;

(iii) Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring correction of any condition with respect to the Property or any part thereof;

(iv) Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;

(v) Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;

(vi) On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;

(vii) There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;

(viii) Within twenty (20) days of the Effective Date, Seller shall confirm to Buyer that it has full power and authority to enter into and fully perform and comply with the terms of this Contract. Should Seller fail to secure authority from its Members, this Real Estate Purchase Contract shall be null and void and the Earnest Money shall be returned to Buyer.

(ix) Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of anymortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller

Attachment: Prestly Draft Purchase Agreement.7.12.21 (Purchase of Real Property on Priestly Drive)

is a party or by which Seller is bound;

(x) To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertainingto toxic or hazardous material or substance or other pollutant of nature related to the Property;

(xi) Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will effect the Property;

(xii) Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;

(xiii) To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;

(xiv) Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;

(xv) Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and

(xvi) Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.

At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

b. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(a)(i)-(xv), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing for a period of one (1) year without the exception of fraud or intentional misrepresentation.

Article 12: General and Miscellaneous Provisions.

Attachment: Prestly Draft Purchase Agreement.7.12.21 (Purchase of Real Property on Priestly Drive)

a. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: Joe Begeny, Mayor

Seller:
Quarry Park Homeowners Association Inc.
PO Box 395,
Columbus, Ohio 43213
ATTN: Andrew F. Meinert, Esq.

With a copy to:
Chris Shook
7232 E. Main Street
Reynoldsburg, Ohio
43068

b. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.

c. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.

d. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this

Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.

e. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

f. Real Estate Brokerage Commission. The Seller represents that no real estate broker or other Person has been employed for compensation to represent it in this transaction, except Hadler Realty Co., representing the Seller. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party. Seller is responsible for any brokerage fees to Hadler Realty.

g. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

h. Time. Time is of the essence with respect to the performance of each provision of this Contract. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.

i. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that:

(i) Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange, (ii) under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder, (iii) neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code, (iv) each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange and (v) Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

l. Defaults and Remedies.

- Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.

- Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

m. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

n. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:
City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:
City of Reynoldsburg – City Attorney

By: _____

Date: _____

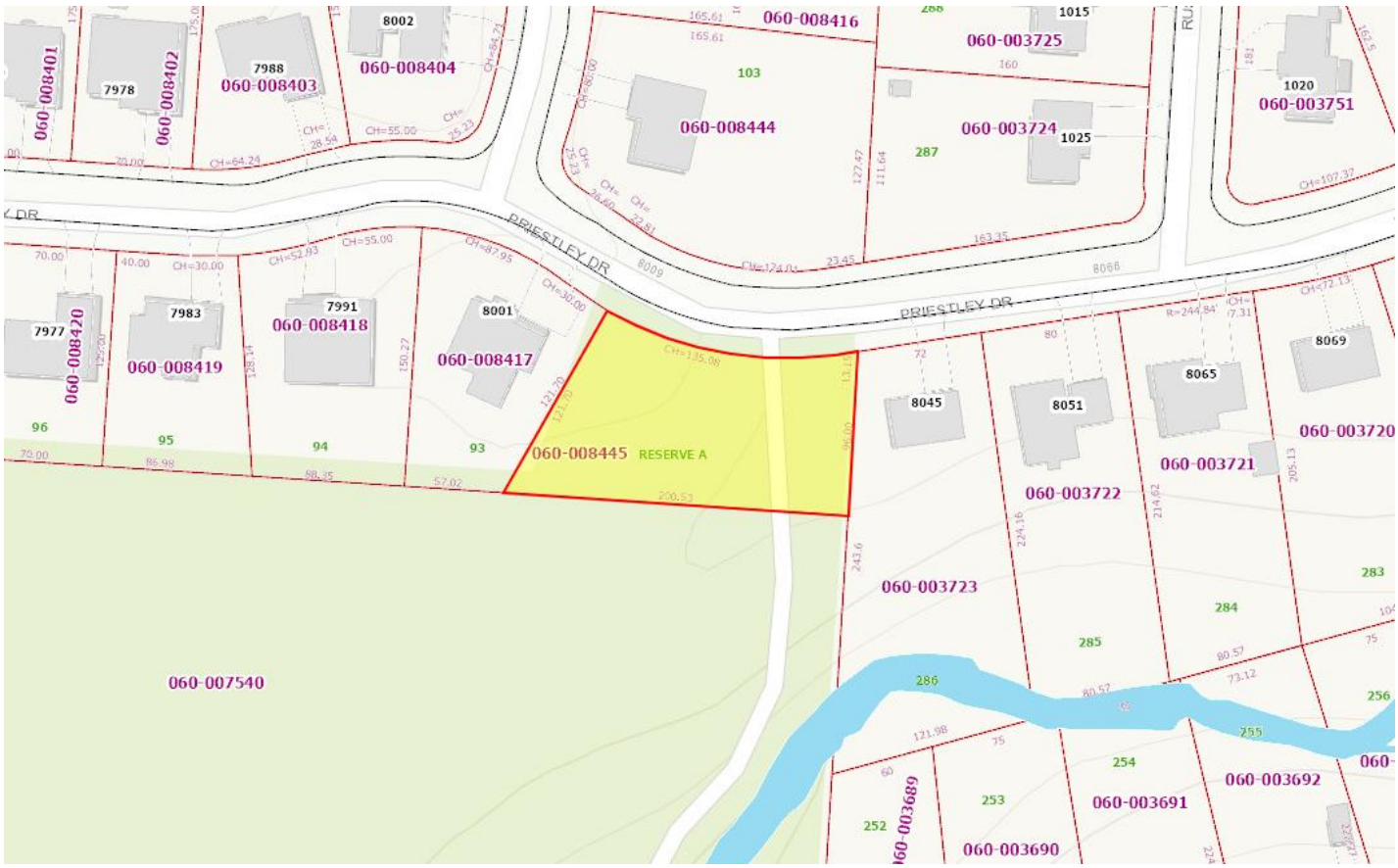
Seller:
Nance Family LLC,
an Ohio limited liability company

By: _____

Its: _____

Date: _____

Exhibit A



Attachment: Prestly Draft Purchase Agreement.7.12.21 (Purchase of Real Property on Priestly Drive)

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Community Consortium Recycling Processing Bid Award**

Approval:

Completed Joe Begeny	Completed Chris Shook	Pending Stephen Cicak

Upon review of the bids received the City has determined Rumpke Trash and Recycling to be the lowest and best, and

Whereas the bid price is $35.00 for per ton for years 2022, 2023 and 2024, and

Whereas the contract includes two (2) one (1) year extensions for 2025 and 2026 at the same rate.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RUMPKE TRASH AND RECYCLING FOR RECYCLING PROCESSING GENERATED BY RESIDENTIAL, MUNICIPAL, AND SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the Consortium received bids from one (1) company interested in providing services related to the processing of recyclable material; and

WHEREAS, after a review of the proposals, it was determined that the lowest and best bidder for such services is Rumpke Trash and Recycling; and

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

WHEREAS, the Consortium has also concluded that Rumpke Trash and Recycling has the ability, resources, and experience to provide those services; and

WHEREAS, the Consortium has recommended that the primary bid of $35.00 per ton for three years from Rumpke Trash and Recycling be awarded.

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

Section 1: The exclusive contract for the recycling processing be awarded to Rumpke Trash and Recycling in accordance with the bid specifications and the bid proposal received.

Section 2: The Mayor is hereby authorized on behalf of the City of Reynoldsburg to enter into an contract with Rumpke Trash and Recycling for the processing of recyclable material.

Section 3: The contract amount shall be based on the primary bid submitted by Rumpke Trash and Recycling for a three-year price of $35.00 per ton to commence January 1, 2022 through December 31, 2024. The contract also allows for two one-year extensions for 2025 and 2026.

Section 4: This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM THE CITY OF REYNOLDSBURG, OHIO

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Reynoldsburg, Ohio ("Agreement" or "Recycling Services Agreement") entered into this _____ day of _____2021, is by and between the community of City of Reynoldsburg, Ohio ("Participating Community"), with its offices located at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the Participating Community may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Participating Community; and

WHEREAS, the Participating Community has determined that it is in the best interests of the Participating Community and its residents that the Participating Community arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units, Residential Unit Equivalents and Municipal Facilities and during Special Events located within the Participating Community from a single Contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, on February 18, 2021 and on February 25, 2021, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste Consortiums"), invited through advertisement in the Daily Reporter qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling and located at 1191 Field Road, Columbus, Ohio 43201 ("Identified Facility"); and

WHEREAS, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

WHEREAS, the Participating Community has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

WHEREAS, in reliance upon the Contractor's Bid, the Participating Community requires that the Collection Contractor deliver all Recyclable Materials to the Contractor's Identified Facility for processing by the Contractor; and

WHEREAS, the Participating Community desires to accept the Contractor's Recycling Services Bid and engage the Contractor to be the sole provider of Recycling Services; and

WHEREAS, the Participating Community and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

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

ARTICLE I - DEFINITIONS

The capitalized terms used herein shall be defined in Exhibit A, which is attached and incorporated.

ARTICLE II - TERM

2.1. **Term of Agreement.** The term of this Agreement shall commence on January 1, 2021, upon its execution by both parties hereto and shall continue for two (2) years. The Agreement shall automatically renew for three additional one-year term(s) unless, at the sole discretion of the Participating Community, the Participating Community provides notice of termination within thirty (30) days of the renewal date. The Participating Community shall have a right to terminate at any time for cause. Cause includes but is not limited to violation of the terms of this Agreement, substantial non-performance, or as set forth in in paragraph 3.5 herein.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

3.1. **Recycling Services**. The Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit C, generated and collected from within the Participating Community and delivered to the Contractor's Identified Facility by the Participating Community's Collection Contractor, the Participating Community or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

3.2. **Charges for Recycling Services**. The Contractor agrees that it shall charge the Participating Community or pay to the Participating Community a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the Participating Community or its Residents ("Contractor Charge").

3.3. Recyclable Materials. The Successful Bidder shall accept and process for recycling not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.

3.4. Performance Bond. Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of twenty-five thousand dollars ($25,000.00).

3.5. Performance Assurance. The Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the Participating Community its written response. In the event that the Participating Community, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement and terminate the Agreement or take such other action the Participating Community deems necessary to assure that the Recycling Services will be provided to the Participating Community and its Residents.

3.6. Notice Requirement. The Contractor shall immediately notify the Participating Community of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the Participating Community delivered by the Collection Contractor for processing unless and until the Participating Community has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.

3.7. Environmental Indemnification. The Contractor shall save, indemnify and hold the Participating Community, its members of council, employees, agents, officers and consultants (each a "Participating Community Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Participating Community Indemnitee may incur, become responsible for, or pay out for or resulting from

contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any Participating Community Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

3.8. Employment Practices. The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.

3.9. Compliance with Applicable Laws. The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio (including Rule 4-2017) and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.

3.10. Volume of Generation. The Contractor acknowledges that the Participating Community makes no commitment that any specific amount of Recyclable Materials will be available for processing.

3.11. Records and Inspections. The Recycling Services Contractor shall permit representatives of the Participating Community, at the Participating Community's sole expense, to inspect the Designated Facility and obtain copies of Recyclable Materials log sheets, weight tickets, gate receipts, and any documents relevant to processing fees and rebates that are maintained by the Designated Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community. Any such inspection or copying requested by the Participating Community shall be conducted during the Designated Facility's normal business hours and the Participating Community shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Participating Community requests copies of log sheets, weight tickets, gate receipts, or any documents relevant to processing fees and rebates, the Recycling Services Contractor agrees to make such copies available to the Participating Community within a reasonable time.

ARTICLE IV – MISCELLANEOUS

4.1. Bid Forms. The Bid Form attached as Exhibit C is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.

Attachment: Reynoldsburg Recycling Processing Agreement (Rumpke Trash and Recycling).DOCX (Community Consortium Recycling Bid

4.2. **Entire Agreement**. This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

4.3. **Notices**. Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention _____, and to the Participating Community, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

4.4. **Waiver**. No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Contractor arising out of a breach of this Agreement by the Participating Community or the Contractor shall be effective unless in writing signed by the Participating Community and Contractor.

4.5. **Applicable Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.

4.6. **Unenforceable Provision**. If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.

4.7. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party, provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.

4.8. **Rights or Benefits**. Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the Participating Community and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Participating Community and the Contractor and not for the benefit of any other party

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

THE CITY OF REYNOLDSBURG, OHIO

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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

[CONTRACTOR]

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Street Address)

_____
(City/State/Zip)

EXHIBIT A

DEFINED TERMS

The 2021 Consortium I and 2021 Consortium III ("2021 Consortiums"): collectively, the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services.

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

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the Participating Communities.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to the Recycling Services Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the acceptance and processing of Recyclable Materials.

Bid Process: the bidding process for the Recycling Services designed by the Participating Communities.

Collection Contractor: an individual or entity selected by the Participating Communities for the collection of Solid Waste, Recyclable Materials and/or Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Communities, if any.

Effective Date: the date of last execution of the Recycling Services Agreement.

Identified Facility or Designated Facility: the facility or location where all Recyclable Materials generated in the Participating Communities must be delivered upon commencement of Recyclable Services Agreement.

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

Legitimate Recycling Facility: an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or

Attachment: Reynoldsburg Recycling Processing Agreement (Rumpke Trash and Recycling).DOCX (Community Consortium Recycling Bid

Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

Multi-Family: Municipal Facility pricing options for collection of recyclable materials will also be offered to local commercial business and multi-family housing developments by the Collection Contractor, although neither will be required to use the service. The Collection Contractor is required to provide recycling to local business and multi-family developments at the bid prices and contract directly with those business and multi-family developments that voluntarily choose to participate in the program. The Successful Bidder shall accept the recyclable materials generated from Multi-Family collected by the Collection Contractor.

Municipal Facilities: Participating Community-owned buildings, parks, and/or other locations which may be a source of Participating Community-generated Recyclable Materials.

Notice of Award: written notification that a Bid has been accepted for the Recycling Services.

Participating Community: the City of Reynoldsburg, Ohio.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services, including the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest.

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

Recyclable Material: means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing where all Source-Separated Recyclable Materials, except for Food Waste, shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

Recycling Services: the acceptance of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be delivered, and the processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be processed, pursuant to the Recycling Services Agreement.

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating

Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

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

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

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

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

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

Successful Bidder: the Bidder that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling Services, receiving a final Notice of Award.

EXHIBIT B

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Recycling Services Provider ("Principal") and _____[insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the community of _____, Ohio ("Beneficiary") Beneficiary in the sum of **twenty-five thousand dollars ($25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2021, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2021, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____ (Principal)		_____ (Surety)	
_____ (Principal Secretary)	By:_____	_____ (Surety Secretary)	By:_____
(SEAL)		(SEAL)	
_____ (Witness as to Principal)	_____ (Address)	_____ (Witness as to Surety)	_____ (Attorney-In-Fact)
_____	_____ (Address)	_____ (Address)	_____ (Address)
		_____ (Address)	_____ (Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

_____
(Corporate Seal)

Attachment: Reynoldsburg Recycling Processing Agreement (Rumpke Trash and Recycling).DOCX (Community Consortium Recycling Bid

EXHIBIT C

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS FOR CONSORTIUM I, CONSORTIUM III AND THE CITY OF COLUMBUS

Two (2)-Year Initial Term
+ Three (3) Separate One (1)-Year Extensions

Not to exceed per ton bid price for processing of Recyclable Materials*

Initial two-year term (Consortium I & III 1/1/2022-12/31/2023; Columbus 4/1/2022-3/31/2024)

$ 35.00**

First One-Year Extension (Consortium I & III 1/1/2024-12/31/2024; Columbus 4/1/2024-3/31/2025)

$ 35.00**

Second One-Year Extension (Consortium I & III 1/1/2025-12/31/2025; Columbus 4/1/2025-3/31/2026)

$ 35.00**

Third One-Year Extension (Consortium I & III 1/1/2026-12/31/2026; Columbus 4/1/2026-3/31/2027)

$ 35.00**

* Revenue-sharing proposal shall include complete details of such proposal on a separate page.

**See attached REVENUE-SHARING MODEL and CLARIFICATIONS for information related to pricing and additional terms.

Bids for Processing of Recyclable Materials are due April 15, 2021.

Attachment: Reynoldsburg Recycling Processing Agreement (Rumpke Trash and Recycling).DOCX (Community Consortium Recycling Bid

Revenue-Sharing Model

The State of Recycling

The past several years have brought with them many unforeseen changes in recycling and commodity markets have become more unpredictable. Despite this, Rumpke's longstanding regional partnerships and reputation for quality ensure Ohio's recyclables continue to be reused. More than 98% of Rumpke's collected recyclables go to domestic end users, with 80% destined for end users in Ohio and the Midwest. Rumpke has cultivated these regional opportunities by supplying bales of high-quality uncontaminated recyclables that manufacturers can turn into new products.

About the Recycling Processing Adjustment

Rumpke's goal is to support recycling in communities by offering a reliable processing solution at a fair, consistent and sustainable price. In the new state of recycling, collaborative pricing models have become a common practice for doing so. These models adjust price commensurate with recycling markets to help both communities and recyclers sustain their recycling programs.

Rumpke's Recycling Processing Adjustment uses a standard calculation to derive a per ton rebate or charge based on verifiable commodity indexes. The adjustment proposed herein offers communities price protection by setting a maximum charge of $35 per ton while rebates may reach up to $20 per ton.

Service Description

The included prices and terms are for the and acceptance of source-separated Single Stream Recyclable Materials generated by the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. All fees shall be paid by the community and, if not paid directly by the community, all fees for Recycling Services shall be paid by the community's Collection Contractor.

Communities:

- City of Bexley
- City of Dublin
- City of Gahanna
- City of New Albany
- City of Reynoldsburg
- City of Westerville
- Blendon Township
- Mifflin Township
- Plain Township
- Washington Township
- Grove City
- Hamilton Township
- Jackson Township
- Norwich Township
- Village of Lockbourne
- Village of Urbancrest

Recyclable Materials

Recyclable Materials will include all steel cans, aluminum cans, plastic bottles/jugs/tubs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars combined. If excessive Residuals (materials that are not permitted and/or processable as single stream recyclables at Rumpke's Columbus MRF) impede processing, charges may apply to properly manage the material stream.

Calculating the Recycling Processing Adjustment

Allocation Percentage
Allocation Percentage of each commodity category will be adjusted every 6 months based on the actual volume (by weight) of residential recyclables processed and sold during a 6-month time period. The Allocation Percentage provided in the sample is for demonstration purposes only.

Index Price Formula
The Index Price Formula Rate will be based on the monthly published value of the index associated with the Recyclable Material, as described below.

Fiber
Set forth by Pulp & Paper Week, the category listed below, shall be used.

Sorted Residential News	P&PW/OBM High SRP #56 News
Cardboard	P&PW/OBM High Side OCC #11 Corrugated
Mixed Paper	P&PW/OBM High Side Mixed Paper #54
Aseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%

Non-Fiber
Set forth at www.SecondaryMaterialsPricing.com, the first published "Current Average" price for each month, Chicago (Midwest/Central) Region shall be used. Prices shall be retroactive to the first published price of the month and shall be applied to the month delivery.

Grade	Description	Average
PET Bottles	Baled, .lb, picked up	Average
HDPE Natural	Baled, .lb, picked up	Average
HDPE Color	Baled, .lb, picked up	Average
Aluminum Cans (UBC)	Baled, .lb, picked up	Average
Steel Cans	Baled, .lb, picked up	Average
#3-#7 Plastic Mixed	Baled, .lb, picked up	Average
Glass (3 Mix)	Baled, .lb, picked up	Average

Residuals Cost
The Residuals Cost shall be $59 per ton.

Processing Fee
The Processing Fee shall be $90 per ton.

Fee Adjustments
Rumpke reserves the right to adjust the Processing Fee annually based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Net Value
The Net Value per ton will be derived by summing the value (positive or negative) of the Commodity Categories, Residuals Cost and Processing Fee. If the calculation derives a positive (+) Net Value per ton, Rumpke will share evenly (50/50) in the difference between $0 and the Net Value, up to $20 per ton. If the calculation derives a negative (-) Net Value per ton, the difference between $0 and the Net Value will be charged in full, up to $35 per ton.

Sample of the Recycling Processing Adjustment

Sorted Resi Newspaper	0.00%	PP&W - Midwest, High Side	$	65.00	$	-
Cardboard # 11	18.76%	PP&W - Midwest, High Side	$	90.00	$	16.88
Mixed Paper	38.80%	PP&W - Midwest, High Side	$	45.00	$	17.46
Steel Cans	1.86%	SMP.Com- Chicago Average	$	95.00	$	1.77
Aluminum Cans	1.45%	SMP.Com- Chicago Average	$	1,210.00	$	17.58
HDPE (Color)	1.81%	SMP.Com- Chicago Average	$	1,010.00	$	18.30
PET	4.40%	SMP.Com- Chicago Average	$	200.00	$	8.80
#3 - #7 Plastic Mixed	1.29%	SMP.Com- Chicago Average	$	-	$	-
Aseptic Containers	0.03%	PPI-SOP, Midwest High Side less 50%	$	52.50	$	0.01
Mixed Glass	16.20%	Actual & Transport	$	(18.75)	$	(3.04)
Residuals	15.39%	Cost	$	(59.00)	$	(9.08)
		Processing Fee:		$		(90.00)
		Net Value		$		(21.31)

* In the sample above, the charge would be $21.31 per ton.

Revenue-Sharing Model

5734243.1

Recycle These

PAPER

Cardboard should fit inside cart.

GLASS BOTTLES & JARS

Any color. Reattach lid.

PLASTIC BOTTLES

Lids OK if reattached to bottle.

METAL CANS

Non-hazardous, non-flammable material only.

CARTONS

No egg or ice cream cartons. Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit **www.rumpke.com** to learn more about our recycling program. Visit your local Solid Waste District to find where you can dispose of hazardous material.

www.rumpke.com | 1-800-828-8171

RUMPKE

Attachment: Reynoldsburg Recycling Processing Agreement (Rumpke Trash and Recycling).DOCX (Community Consortium Recycling Bid

HOW RUMPKE RECYCLING WORKS

RECYCLE THESE

- PLASTIC BOTTLES, JUGS & TUBS
- GLASS BOTTLES & JARS
- PAPER & CARDBOARD
- CARTONS
- METAL CANS

RUMPKE RECYCLING FACILITIES

1. St. Bernard, OH
2. Columbus, OH
3. Dayton, OH (2)
4. Chillicothe, OH
5. Mansfield, OH
6. Elmwood Place, OH
7. New Miami, OH
8. Louisville, KY
9. Medora, IN
10. Medina, OH
11. Lexington, KY

HOW ARE RECYCLABLES SORTED?

DRUM FEEDER
Creates a consistent flow of material from the tipping floor to the pre-sort line.

PRE-SORT AREAS
Trash is removed.

CARDBOARD SCREENER
Rotating discs remove the cardboard from the stream.

GLASS BREAKER
Glass is broken on the screen, conveyed to a bunker and sent to Rumpke's Dayton Glass Processing Facility.

PAPER SCREENER
Rotating discs separate the paper from the containers.

OPTICAL SCANNER
Infrared light shines on the conveyor belt. The designated material (paper, cartons or plastic) is identified by a scanner and separated using bursts of air.

OVERHEAD MAGNET
Attracts the steel cans.

EDDY CURRENT
Rare earth magnet repels the aluminum cans and causes them to "jump" onto the designated belt.

BALER
Compacts the material into bales to be sold and made into something new.

WHY RECYCLE?

RUMPKE RECYCLING

- Saves natural resources and energy
- Reduces amount of waste going into landfills
- Reduces pollution
- Creates jobs and helps the economy
- Recyclables are made into new products
- Protects wildlife habitat

JOBS

- Drivers
- Sorters
- Safety
- Heavy Equipment Operators
- Mechanics
- Engineering
- Industrial Maintenance Technicians
- Housekeeping
- Finance
- Customer Service
- Commercial Recycling Sales Reps
- Commodity Marketing

www.MyRumpke.com

BEST MANAGED COMPANIES

RUMPKE

Attachment: Reynoldsburg Recycling Processing Agreement (Rumpke Trash and Recycling).DOCX (Community Consortium Recycling Bid

Clarifications

The prices, terms and other items submitted are applicable and specific to the costs, resources and requirements for processing Source-Separated Recyclable Materials generated by Residential Units and City/Township/Village-owned buildings and parks of the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. They are therefore extended only to the listed communities by way of this submission.

Communities:

- City of Bexley
- City of Dublin
- City of Gahanna
- City of New Albany
- City of Reynoldsburg
- City of Westerville
- Blendon Township
- Mifflin Township
- Plain Township
- Washington Township
- Grove City
- Hamilton Township
- Jackson Township
- Norwich Township
- Village of Lockbourne
- Village of Urbancrest

The City of Columbus is excluded from this bid as they are subject to a separate contract with Rumpke. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities or townships located within or adjacent to SWACO's district should they wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation altogether or under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48. Rumpke will also consider extending the same prices and/or terms and/or services to Source-Separated Recyclable Materials collected from a local commercial business, multi-family housing development, Special Event or other location which may be a source of the communities' generated Recyclable Materials but Rumpke reserves the right to address pricing and terms on a case by case basis, which will be available separately upon a hauler's individual request.

Excessive Residual: For the benefit of most entities who generate material with acceptable residual percentages, stated prices are for processing Source-Separated Recyclable Materials collected from the communities' Residential Units and City/Township/Village-owned buildings and parks by its Collection Contractor and delivered to Rumpke's MRF (Fields Avenue) by its Collection Contractor. Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the percentage of residuals hinders, prohibits or damages the process or processing of delivered materials, Rumpke reserves the right to charge the Collection Contractor or hauler for transportation, disposal, material handling and other costs incurred as a result of the materials obtained.

Billing & Reporting: No agreements will be executed, nor material accepted for processing unless the Collection Contractor can (1) abide by acceptable processes for quantifying delivered material by community and/or entity for accurate billing and reporting and (2) meet material quality, reporting, compliance and regulatory requirements enforced by Rumpke.

Rumpke reserves the right to annually adjust the per ton price for processing Recyclable Materials (Base Bid) or the Processing Fee (Alternate Proposal) based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Hours of Acceptance: Recyclable Materials will be accepted at Rumpke's Columbus MRF Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Hours are subject to change. Rumpke will accommodate additional hours of delivery when feasible and practicable.

RUMPKE

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

ORDINANCE REQUEST

DATE: **July 26, 2021**

TO: **Public Safety, Law and Courts Committee**

RE: **Fixed Asset Removal PD**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak

*Removal of Cruiser 250 from the Fixed Asset List

2010 Ford Explorer XLT

Vin #: 1 FMEU7DE2AUA48808

Reason: (See email from the mechanics along with quote to repair). Vehicle will cost too much to repair. Vehicle will be placed on govdeals.com

*Removal of Fixed Asset 1846, Apex Data Collection Equipment No longer is operational.

Item will be destroyed due to potential sensitive information

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of one (1) police cruiser and an Apex Data Collection equipment from the department's fixed assets; and

WHEREAS, this vehicle is no longer functional and not fiscally responsible to make the necessary repairs. The vehicle will be auctioned with proceeds returning to the General Fund.

Police Department

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

WHEREAS, the Apex Data Collection equipment is no longer operational and will be destroyed due to the potential sensitive information in the system.

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

SECTION 1. That the City Auditor be and is hereby authorized to remove the following item from the City's fixed asset list:

Tag #	Description of Item	
1904	2010 Ford Explorer XLT	VIN # 1FMEU7DE2AUA48808
1846	Apex Data Collection Equipment	

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

Cruiser 250

2010 Ford Explorer XLT AWD 6 cylinders E 4.0L FI SOHC 245 CID

VIN: 1FMEU7DE2AUA48808

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Cheryl Kristy

From: Kevin McDonnell
Sent: Friday, June 25, 2021 7:55 AM
To: Cheryl Kristy
Subject: FW: Cruiser 250 Evaluation
Attachments: 250 auto zone parts quote.pdf

Cheryl,
Here you go.

Kevin McDonnell
Sergeant
Reynoldsburg Division of Police
7240 East Main Street | Reynoldsburg, OH 43068
T 614-866-6622 | **F** 614-322-6962
Eamil: kmcdonnell@reypd.com
www.ci.reynoldsburg.oh.us

From: Curtis Baker <CBaker@reypd.com>
Sent: Tuesday, June 22, 2021 3:24 PM
To: Kevin McDonnell <kmcdonnell@reypd.com>
Subject: RE: Cruiser 250 Evaluation

Kevin,

Thank you. Go ahead and take the vehicle out of service and get with Cheryl to have the vehicle removed from our inventory.

Curtis Baker, Esq.
Chief of Police
—
Reynoldsburg Division of Police
7240 East Main Street | Reynoldsburg, OH 43068
T 614-322-6907 | **F** 614-322-6926

www.ci.reynoldsburg.oh.us

From: Kevin McDonnell <kmcdonnell@reypd.com>
Sent: Tuesday, June 22, 2021 2:38 PM
To: Curtis Baker <CBaker@reypd.com>
Subject: FW: Cruiser 250 Evaluation

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Current Quote

PO NUMBER

Ex: PO Number

NAME YOUR QUOTE

Ex: Quote Name

MESSAGE TO AUTOZONE STORE

Enter Message

SHOP NOTES

Enter Notes

TOTALS FOR YOUR QUOTE	
QTY	LIST
12	$1,762.91
TOTAL:	**$1,762.91**

2010 FORD EXPLORER LIMITED 4WD 6 CYLINDERS E 4.0L FI SOHC 245 CID

DESCRIPTION	PART #	AVAILABILITY	QTY	CORE	LIST	LIST TOTAL
Duralast / Alternator	DL2456-6-3	1 in Warehouse 1 total available	1	$35.00	$561.58	$561.58
TYC / Fog Light Assembly	19-5946-00	43 total available	1	$0.00	$108.28	$108.28
Spectra Premium / Fuel Pump	D2377M	1 in Warehouse 1 total available	1	$0.00	$371.24	$371.24
Duralast Gold / CV Axle	B14401N	1 in Store 3 total available	1	$0.00	$188.55	$188.55
Duralast / U-Joint	1-0153DL	2 in Store 26 total available	1	$0.00	$22.25	$22.25
Duralast Gold / Brake Pads - Rear Additional Savings Available	DG964	1 in Store 12 total available	1	$0.00	$58.38	$58.38
Duralast Gold / Brake Rotor - Rear Additional Savings Available	54098DG	2 in Store 18 total available	2	$0.00	$70.38	$140.76
National / Pinion Seal - Rear	3604	3 in Store 17 total available	1	$0.00	$13.47	$13.47
Duralast / Control Arm - Upper	CA10385	3 in Store 11 total available	1	$0.00	$134.76	$134.76
Duralast UnBracketed / Brake Caliper - Rear	97-17962B	1 in Warehouse 1 total available	1	$45.00	$81.82	$81.82
Duralast UnBracketed / Brake Caliper - Rear	97-17962A	29 total available	1	$45.00	$81.82	$81.82
TOTAL FOR THIS VEHICLE:			**12**	**$0.00**		**$1,762.91**

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Chief,
Here is the response from Justin Jones.

Kevin McDonnell
Sergeant
Reynoldsburg Division of Police
7240 East Main Street | Reynoldsburg, OH 43068
T 614-866-6622 | **F** 614-322-6962
Eamil: kmcdonnell@reypd.com
www.ci.reynoldsburg.oh.us

From: Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>
Sent: Tuesday, June 22, 2021 2:34 PM
To: Kevin McDonnell <kmcdonnell@reypd.com>
Subject: RE: Cruiser 250 Evaluation

Kevin, Parts cost from AutoZone is attached.

1) This does not include the cost of a Dash Cluster from Ford. There is no ETA on shipment for that part. Its cost is $338.
2) The AM/FM stereo does not work in the car and there is not factory part available for it.
3) The car needs new rear pads, rotors and calipers.
4) The car needs the rear pinion seal replaced which entails tearing apart the rear axle housing.
5) Needs a right rear CV axle replaced.
6) Left front fog light assembly is busted and missing the lens
7) Fuel pump assembly needs replaced
8) Alternator charging is intermittent
9) Front driveshaft has a bad U-Joint

This car is 12 years old. Once a vehicle gets to a certain point, parts become tough to get. Especially when it comes to the factory electronic type parts. We just put $1800 in engine/steering parts into cruiser 263 which is a 7 year old car. If we were to get the cars on a constant life cycle rotation these types of repairs and downtime can be avoided. If you have any more questions, feel free to reach out.

Thanks,

Justin H Jones
FLEET MAINTENANCE SUPERVISOR
–
City of Reynoldsburg
7806 East Main Street | Reynoldsburg, OH 43068
T 614-322-5805 | F 614-575-4583

www.ci.reynoldsburg.oh.us

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

From: Kevin McDonnell <kmcdonnell@reypd.com>
Sent: Tuesday, June 22, 2021 1:37 PM
To: Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>
Subject: RE: Cruiser 250 Evaluation

Justin,
The Chief wanted to know the specifics on what exactly needed to be repaired on 250 and the approximate cost of repairs.
Thank you,
Sgt. McDonnell

From: Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>
Sent: Tuesday, June 22, 2021 9:30 AM
To: Kevin McDonnell <kmcdonnell@reypd.com>
Subject: Cruiser 250 Evaluation

Kevin,
Please see the attached memo regarding cruiser 250. Please reach out if you have any questions.

Thanks,

Justin H Jones
FLEET MAINTENANCE SUPERVISOR
–
City of Reynoldsburg
7806 East Main Street | Reynoldsburg, OH 43068
T 614-322-5805 | **F** 614-575-4583

www.ci.reynoldsburg.oh.us

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

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

ORDINANCE REQUEST

DATE: **July 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **Community Consortium Refuse Bid Award**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Upon review of the bids received the City has determined Local Waste Service Ltd. to be the lowest and best, and

Whereas the price for each residential unit shall be $20.97 per household (includes a $0.50 recycling processing fee), per month for the years 2022, 2023 and 2024, and $18.87for senior citizens (sixty and over)

Whereas the contract includes two (2) one (1) year extensions for 2025 and 2026 at the same rate.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LOCAL WASTE SERVICES LTD. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE, AND YARD WASTE COLLECTION SERVICES FOR RESIDENTIAL, MUNICIPAL, AND SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the Consortium received proposals from two companies interested in providing services related to the collection, transportation, and processing of residential refuse, recyclable's and yard waste; and

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

WHEREAS, after a review of the proposals, it was determined that the lowest, and best bidder for such services is Local Waste Services LTD.; and

WHEREAS, the Consortium has also concluded that Local Waste Services LTD. has the ability, resources, and experience to provide those services; and

WHEREAS, the Local Waste Services LTD. has recommended that the primary bid from Local Waste Services LTD for a three-year fixed monthly amount of $20.47 per household, per month for the contract period be awarded.

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

Section 1: The exclusive contract for the collection, transportation, and processing of residential refuse, recyclables, and yard waste be awarded to Local Waste Services LTD. in accordance with the bid specifications and the bid proposal received.

Section 2: The Mayor is hereby authorized on behalf of the City of Reynoldsburg to enter into an agreement with Local Waste Services LTD. for the collection, transportation, and processing of residential refuse, recyclables, and yard waste, with the services under the contract.

Section 3: The contract amount shall be based on the primary bid submitted by Local Waste Services LTD. for a three-year fixed monthly price in the amount of $20.47 per household, per month to commence January 1, 2022 through December 31, 2024. The contract also allows for two one-year extensions for 2025 and 2026.

Section 4: Whereas the price for each residential unit shall be billed at $20.97, and $18.87 for senior citizens (sixty and over) per household (includes a $0.50 recycling processing fee), per month for the years 2022, 2023 and 2024,

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

Section 5: This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

Reynoldsburg
OHIO · 1839

Attention: Mayor, City Council President Jenkins
and Reynoldsburg City Council Members
Date: July 5th, 2021

All,

On June 10th, 2021 The City of Reynoldsburg received bids for the collection and transportation of solid waste and recycling materials. Based on an evaluation of all bids received (Local Waste Services and Rumpke Waste and Recycling) by the consortium, the City has determined Local Waste Services Alternative Bid to be the lowest and best bid received. As outlined in the Alternative Bid the following shall apply:

- Collection days will be Wednesday and Thursday of each week. All items (solid waste, recycling, yard waste and bulk pick-up) will be serviced on the selected day. Maps will be provided to the City outlining what areas will be serviced on what day in the weeks to come.
- Each resident will receive a ninety-five (95) gallon solid waste cart at no additional cost. Sixty-five (65) and thirty-five (35) gallon solid waste carts would be available to those customers whose condition deems such modification necessary.
- Fleet will be use Compressed Natural Gas (CNG).

The consortium received only one bid for the process of recycling materials which was from Rumpke Waste and Recycling. The cost for this service is $35.00 per ton which has been included ($0.50) in the proposed monthly fee of $20.97 per household:

Company	Monthly Cost			Current Price
	Three Year Term (2022-24)	First One-Year Extension (2025)	Second One-Year Extension (2026)	
Rumpke Waste and Recycling	$22.31	$23.09	$23.90	$19.13
Local Waste Services	$20.47	$20.47	$20.47	

Senior citizen discount of ten (10) percent offered.

Thank you,

William Dorman
Public Service Director

CITY OF REYNOLDSBURG
7232 East Main Street
Reynoldsburg, OH 43068
614-322-6800
www.ci.reynoldsburg.oh.us

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

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Reynoldsburg, Ohio (the "Collection Agreement") entered into this ___ day of _____, 2021, is by and between the City of Reynoldsburg, Ohio, with its principal office located at 7232 E. Main Street, Reynoldsburg, Ohio 43068 ("Participating Community"), and Local Waste Services, LLC, a limited liability company an office located at 1300 S. Columbus Airport Road, Columbus, Ohio 43207 ("Collection Contractor").

RECITALS

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

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

WHEREAS, on May 6, 2021, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

WHEREAS, following the June 10, 2021 official opening of the bids by the 2021 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the Participating Community has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201unless otherwise required and approved by the Participating Community; and Yard

Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; and

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

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

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

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

ARTICLE I – DEFINED TERMS

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

ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS

2.1 Community hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.

2.2 **Effective Date and Term.** This Collection Services Agreement shall be effective on the date of last execution.

The term of the Collection Services Agreement shall commence 12:01 a.m. on the 1st day of January, 2022 and expire at midnight on the 31st day of December, 2024. The Agreement shall be automatically renewed, and the term extended, for two additional consecutive one-year periods (commencing at 12:01 a.m. on the 1st day of January, 2025 and expiring at midnight on the 31st day of December, 2025, and commencing at 12:01 a.m. on the 1st day of January, 2026 and expiring at midnight on the 31st day of December, 2026, respectively).

The Participating Community has the option, at its sole discretion, to not renew this Agreement. To exercise this option, the Participating Community must provide notification of non-renewal to the Collection Contractor in accordance with Section 8.2 herein no later than June 1st of the year immediately preceding the commencement of the applicable one-year term. Any extensions to this Collection Agreement shall be sequential and continuous.

Additionally, the Participating Community agrees not to issue an invitation to bid for Collection Services to be provided during a period of time contemporaneous to any one-year extension term under this Collection Agreement, unless the Participating Community has already issued a notice of non-renewal to the Collection Contractor in accordance with this Section.

2.3 Implementation Plan. On or before October 1, 2021, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility). The Collection Contractor shall submit to the Participating Community and SWACO certification of the following: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Collection Contractor's employees have been identified and completed training relating to the Participating Community-approved Collection Routes (required to be submitted the Participating Community for approval). The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that Participating Community-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) a plan detailing how the delivery of collection containers will be completed and when; (e) that the Collection Contractor will deliver the Recyclable Materials to the Participating Community's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III – GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1 Collection and Delivery Services. The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each

Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community.

All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor on the same day, provided the Resident places such items in the manner specified in the Participating Community-approved written notice specified in Section 2.3 and Section 4.4.

The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the Participating Community Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Yard Waste collected by the Collection Contractor and delivered to the Participating Community-Designated Facilities. The Participating Community shall pay the Recycling Processing fees unless otherwise indicated in Exhibit E. The charge by the Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Participating Community, and the rates and charges for Recycling Processing at the Participating Community's Designated Facility. Source-Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

3.2 Vehicles and Equipment. The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. The Collection Contractor shall install, if not already installed, and use equipment capable of reading information on the Radio Frequency Identification (RFID) tag in collection vehicles used by the Collection Contractor. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Participating Community.

The Collection Contractor shall be responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a

cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

All vehicles and equipment may be inspected from time to time by the Participating Community to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Participating Community that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Participating Community, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Participating Community. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Participating Community.

3.3 Collection Contractor's Office and Telephone. The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the Participating Community, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Participating Community. Provided that the Participating Community approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

3.4 Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Participating Community, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5 Employee Training. The Collection Contractor shall provide training in operations, approved Collection Routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6 Recyclable Materials Collection Containers. The Participating Community may provide Residential Units with Recyclable Material collection containers, including but not limited to 65- or 95-gallon, wheeled collection container for Recyclable Materials, in which case the Collection Contractor shall collect all Recyclable Materials from each Residential Unit placed at the point of colleciton. In the event a Resident chooses to rent an additional collection container(s) for Recyclable Materials, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated in Exhibit G. In no event shall the Participating Community be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

3.7 Solid Waste and Yard Waste Collection Containers. Unless otherwise provided by the Participating Community, the Collection Contractor shall provide, on or before the date

identified by the Collection Contractor in the implementation plan, but in no event later than _____, 202_, a 95-gallon, wheeled collection container for Solid Waste (or 35 or 65 gallon if requested by the Resident) and Residents shall provide containers for Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. A Residential Unit may request a different size Solid Waste collection container at any time after April 1, 2022, and the Contractor shall provide such collection container to the Residential Unit and may charge for additional delivery at the bid price stated in Exhibit G. The Collection Contractor may offer to rent additional green, grey, brown, black, or a color approved by the Participating Community collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent an additional collection container, or requests a different sized container after April 1, 2022, from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the delivery or use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be clearly identified as containing Yard Waste.

3.8 Collection of Bulk Items Included. The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects such as furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Bulk Items collected by the Collection Contractor, including the number of individual Bulk Items or an estimated volume/tonnage.

3.9 Collection of Chlorofluorocarbon (CFC) Appliances. Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Participating Community-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the number of

CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification and documentation that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Participating Community shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Appliances containing CFCs collected by the Collection Contractor.

3.10 Collection of Home Remodeling Construction and Demolition Debris. The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Residents of the Participating Community.

3.11 Services at Participating Community Facilities. The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Participating Community at no additional charge, unless otherwise indicated in Exhibit E, provided that the Participating Community's requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Participating Community upon written notice to the Collection Contractor. Unless otherwise stated in Exhibit E, the Collection Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Participating Community-Designated Facility for Recyclable Materials at no additional charge.

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

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

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

3.13 Commercial Establishments Excluded. This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Participating Community, unless the Participating Community has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as Participating Community Facilities, Residential Units, or Residential Unit Equivalents.

3.14 Multi-Family Collection. The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G, or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

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

4.1 Collection Routes and Day of Collection. In addition to the route information provided pursuant to Section 2.3, above, on or before October 1, 2021, the Collection Contractor shall furnish the following to the Participating Community, for approval: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior to transporting Solid Waste, Recyclable Materials, or Yard Waste to a Participating Community-Designated Facility, the number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units under the Contract, including currently unoccupied and vacant Residential Units that could receive service in the future, the total number of Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all

Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Participating Community (collection of Residential Solid Waste, Recyclable Materials, and Yard Waste shall be on the same day of collection for each Residential Unit or Residential Unit Equivalent whether the day of the week by **Wednesday or Thursday**, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Participating Community.) The Collection Contractor shall not change the day of collection without written approval by the Participating Community. In the event such a change is approved by the Participating Community, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Participating Community retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Participating Community-approved Collection Routes.

4.2 **Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.

4.3 **Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars ($200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.

4.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Residential Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval. Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice.

4.5 Procedure for Curbside Collection Service. Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.

4.6 Procedure for Carry-out Collection Service. The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Participating Community or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the Participating Community shall not be responsible for the cost of Optional Carry-out Collection Service.

4.7 Handling of Collection Containers. All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the requirements set forth in this section three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars ($200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor as provided in 6.1.

4.8 Damage to Collection Containers. The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor–provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor–provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

4.9 Violation of Resident Obligations; Refusal to Collect. Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall, except where prohibited pursuant to Section 4.11, collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent

instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Participating Community and the Residents receiving the Collection Services.

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

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Participating Community may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Participating Community.

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

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

4.13 Biannual Residential Recycling Participation Survey. The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a Recyclable Materials container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Participating Community during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of Residential Units and Residential Unit Equivalents eligible for service under the Contract. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V – PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

5.1 Performance Assurance. The Collection Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Participating Community deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

5.2 Performance Bond. Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of two million four hundred seventy five thousand, seven hundred and ninety-two dollars ($2,475,792.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this

Performance Bond obligate the surety to honor the Performance Bond until the Participating Community accepts, in writing, a substitute surety.

5.3 **Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Participating Community and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Participating Community. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

5.4 **Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Participating Community not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Participating Community at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

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

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

for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

(a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and

(b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

5.7 Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the Participating Community, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This Section shall survive expiration or earlier termination of this Agreement.

5.8 Indemnity Not Limited. In any and all claims against the Participating Community, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

5.9 Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Participating Community.

5.10 Covenant Not to Sue. During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Participating Community or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the Participating Community.

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

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

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

6.2 Deductions from Collection Contractor's Invoice for Non-performance. If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s), even if corrected within twenty-four (24) hours, the Participating Community may withhold Twenty-Five Dollars ($25.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. If the miss or failed collection is not corrected by the Collection Contractor within twenty-four (24) hours after receiving a report of such miss, by the Participating Community or the owner or occupant of the Residential Unit, the Participating Community may withhold Fifty Dollars ($50.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. In the event that the Participating Community performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars ($100.00) per service call plus fifty dollars ($50.00) per hour for cleanup services performed by the Participating Community. If the Collection Contractor has violated the container handling requirements set forth in Section 4.7 three or more

times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars ($200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of one hundred dollars ($100.00) per Residential Unit. In the event the Participating Community is charged by the Recyclable Materials processing designated facility for contaminated loads or excessive residuals, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of the charge.

The remedies available pursuant to this Section are in addition to any other remedies available to the Participating Community pursuant to this Collection Agreement, and the Participating Community's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Participating Community of the right to exercise any remedy in response to subsequent failures to perform. In addition, the Participating Community may direct that any of the above deductions apply to the invoice for Service Charges for the Owner of a Residential Unit or Residential Unit Equivalent impacted by the Collection Contractor's non-performance.

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

6.4 Annual Review and Report. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

(a) Records regarding Bulk Item as required by Section 3.8 herein;

(b) Records regarding appliances containing CFCs as required by Section 3.9 herein;

(c) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;

(d) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;

(e) Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;

(f) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;

(g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;

(h) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;

(i) A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;

(j) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities, as required by Section 6.8 herein; and

(k) Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities, as required by Section 6.8 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on an annual basis. Following the first year of the Term, the annual report containing data for the preceding calendar year shall be submitted no later than January 30th each remaining year of the Term.

Annually, the Collection Contractor and the Participating Community shall meet to establish, if needed, an updated number of Residential Units eligible under the Contract, including currently unoccupied and vacant Residential Units pursuant to Section 6.3 that could receive service in the future, an updated number of Residential Unit Equivalents, and an updated address list. The Collection Contractor and Participating Community shall also review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the Participating Community and its Residents and delivered to the Participating Community-Designated Facilities. If based on a review of the volumes collected, and

based on the average per household generation figures available from the prior year, there is a decrease in the average per household generation of Solid Waste of more than ten percent (10%), the per Residential Unit base-line charge included in Exhibit G, not including any-fuel price adjustments, collection container rental charges, or other fees, shall be reduced as follows:

$$\text{Per Residential Unit base-line charge} - \frac{\text{Tonnage Decrease x Tipping Fee}}{\text{\# of Households}}$$

6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Participating Community may request a quarterly per Residential Unit fuel price adjustment for Collection Services in a form approved by the Participating Community. For purposes of this provision, a request for fuel price adjustment, upon approval by the Participating Community or Collection Contractor, as applicable, will result in an adjustment to the Collection Contractor's invoice received by the Participating Community or Residential Units. All fuel price adjustment requests and approvals shall be in writing and a copy shall be provided to SWACO. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

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

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average gasoline gallon equivalent of **CNG fuel** on June 9, 2021 ($2.459) as determined by the IGS CNG fueling station located at 3909 Alum Creek Dr., Obetz, Ohio.

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

M = total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average

number of round trips to: the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in $.25 per gallon increments, divided by RU plus RUE, where RU = the number of Residential Units and RUE = the number of Residential Unit Equivalents .

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

The Collection Contractor shall notify owners and/or tenants of Residential Units or Residential Unit Equivalents of any fuel price adjustment made pursuant to this Section. Such notification shall be given no later than 30 days following approval of the fuel price adjustment and may be included in the notice required by Section 4.4 herein.

6.6 Permissible Pass-Through Charges. The following fees, rates, or charges shall be passed on by the Collection Contractor:

(a) Any and all governmental fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Participating Community-Designated Recycling Services and Yard Waste Services Facilities. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO;

(b) Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and

(c) Any increase or decrease in a rate or charge incurred for disposal or processing of organics, Food Waste, or Yard Waste at a Designated Facility or SWACO-approved facility.

The Collection Contractor shall give the Participating Community and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

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

Any charge for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility shall be the sole responsibility of the Collection Contractor. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Participating Community within 48 hours of receiving the charge.

6.7 Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

(a) record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day;

(b) A record of the number of collection container types by volume and address within the Participating Community collected by the Collection Contractor on each regular collection day;

(c) A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities;

(d) Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities;

(e) Records regarding Bulk Item as required by Section 3.8 herein;

(f) Records regarding appliances containing CFCs as required by Section 3.9 herein;

(g) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;

(h) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein; and

(i) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein.

(j) The monthly average gasoline gallon equivalent price of CNG fuel as determined by the IGS CNG fueling station located at 3909 Alum Creek Dr., Obetz, Ohio.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on a monthly basis within thirty (30) days of the close of each month.

The Collection Contractor shall also utilize the data management system selected by the Participating Community and report volumes in tons collected of Solid Waste, Yard Waste

and Recyclable Materials for the Participating Community for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the Participating Community and to SWACO on a monthly basis within thirty (30) days of the close of each month.

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

ARTICLE VII – BREACH, CURE, AND TERMINATION

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

7.2 **Surety or Participating Community Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Participating Community shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Participating Community's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Participating Community has investigated and determined

that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Participating Community income taxes.

7.3 Termination for Change of Control of Collection Contractor. The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Participating Community shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Participating Community is able to obtain alternate or substitute service.

7.4 Termination for Excessive Fuel Price Adjustment. In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Participating Community, the Participating Community may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

8.2 **Notices.** Unless stated otherwise herein, written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention Rick Cattran, and to the Participating Community, attention Grant Crawford, at their respective addresses set forth above. Any change in address must be given in like manner.

8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community and the Collection Contractor.

8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.

8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.

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

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

_____, Ohio

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

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

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Street Address)

_____
(City/State/Zip)

_____
(Date)

EXHIBIT A

Defined Terms

2021 Consortium or 2021 Community Consortium: collectively the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, Westerville, and Blendon, Mifflin, Plain, and Washington Townships, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

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

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

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

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

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

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

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

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

Collection Routes: the Wednesday and Thursday routes identified by the Collection Contractor pursuant to Section 4.1 of the Collection Agreement and approved by the Participating Community as per the Implementation Plan and identifies the mileage for purposes of Section 6.5 of the Collection Agreement.

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

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

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

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

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Force Majeure: Any failure or delay in performance under this Agreement due to circumstances beyond a party's reasonable control that could not have been prevented or avoided if such party had exercised reasonable diligence, including, without limitation, Acts of God, war, terrorist acts, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

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

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

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

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

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

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

Multi-Family: A residential dwelling consisting of four (4) or more units, unless otherwise defined as a Residential Unit Equivalent by the Participating Community.

Municipal Facilities: Participating Community-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreement.

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

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the Participating Community is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 95-, 65-, or 35-gallon collection containers.

Owner: the legal titleholder(s) of record of any Residential Unit or Residential Unit Equivalent within the Participating Community, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg, and Westerville, as well as Blendon, Mifflin, Plain, and Washington Townships.

Participating Community: the City of Reynoldsburg, Ohio, with its principal office located at 7232 E. Main Street, Reynoldsburg, Ohio 43068, which is a party to this Collection Agreement.

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

Participating Community-Designated Facilities: the facilities where all Participating Community-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road, Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, Rumpke of Ohio, Inc. at 1191 Fields Avenue, Columbus, Ohio 43201; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services, or any other facility designated by the Participating Community.

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

Recyclable Materials or Recyclables: not less than the following: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs, and polypropylene tubs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). Any other materials identified as acceptable by the Recycling Services processor shall also be included.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Participating Community-Designated Facility.

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

Residential Unit or Units: all residential dwellings within the corporate limits of the Participating Community occupied by a family unit, and considered by the Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

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

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge, pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

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

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

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

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

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

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

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than a fourth (1/4) of an inch in diameter, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a Participating Community-Designated Facility.

EXHIBIT B

Workers' Compensation Coverage

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

EXHIBIT C

Implementation Plan Forms

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

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Participating Community-Designated Facilities ("Collection Services").

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 20__, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____ (Principal)		_____ (Surety)	
_____ (Principal Secretary)	By:_____	_____ (Surety Secretary)	By:_____
(SEAL)		(SEAL)	
_____ (Witness as to Principal)	_____ (Address)	_____ (Witness as to Surety)	_____ (Attorney-In-Fact)
_____	_____ (Address)	_____ (Address)	_____ (Address)
		_____ (Address)	_____ (Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

_____
(Corporate Seal)

EXHIBIT E

City of Reynoldsburg, Ohio

Number of Residential Units:
- 9,950

Approximate annual volume (by ton) of:
- Solid Waste = 9,607
- Recyclable Materials = 1,906
- Yard Waste = 2,009

Current Collection Day: Thursday for all

Entity that performs billing services: City of Reynoldsburg

Entity that pays Recycling Processing Fees: City of Reynoldsburg

Reynoldsburg provides 64-gallon Recycling Containers to its residents.

Governmental Facilities and Community Events requiring service:

The Contractor shall provide the City's Street Department with two twenty (20) cubic yard containers for solid waste, and one thirty (30) yard container for yard waste with service twice a week at no charge. The Contractor shall also provide four (4) cubic yard containers with service to the City's other facilities below twice a week at the following locations at no charge:

a) City Municipal Building/Police Station Complex
b) Senior Citizen Center
c) Street Department Complex
   - Two twenty (20) cubic yard containers
   - One thirty (30) cubic yard container
d) Water/Wastewater Complex
e) Parks and Recreation Complex

The Contractor shall provide the City's Parks and Recreation Department with an eight (8) cubic yard container for Recyclable Materials. The contractor shall also provide four (4) cubic yard containers with service to the City's other facilities below:

a) City Municipal Building/Police Station Complex (four (4) cubic yard)
b) Street Department Complex (four (4) cubic yard)
c) Water/Wastewater Complex (four (4) cubic yard)
d) Parks and Recreation Complex (eight (8) cubic yard)

Collection of the containers at the City Municipal Building/Police Station Complex shall be twice per week, and once per week at all other facilities.

The contractor shall provide collection service on the same day as the Residential Collection within the City for the City-owned collection containers located on Main Street, between Waggoner Road and the City's western corporation limit at no charge.

The Contractor shall provide open top roll-off containers of up to thirty (30) yards capacity annually at no charge upon request of the Public Service Director for the following Special Events:

- Tomato Festival
- Spring Clean-up Week (six (6) open top roll-off containers provided for one week)
- 4th of July
- Two (2) sports tournaments, or other special events

The Contractor shall provide Collection Services up to five (8) pulls per Special Event. Additional pulls may be requested at the price, if any, indicated on the Bid Form.

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

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

EXHIBIT F

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

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

ALTERNATE BID

EXHIBIT G – BID FORMS – PART I(B)

ALTERNATE COLLECTION BID
Gahanna and Reynoldsburg

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste.
Including unlimited curbside collection with a 95 gallon contractor provided trash cart

Cities of Gahanna and Reynoldsburg
$ 20.47 TRASH CART INCLUDED - INITIAL THREE-YEAR TERM (1/1/22 - 12/31/24)
$ 20.47 TRASH CART INCLUDED - OPTIONAL ONE-YEAR EXTENSIONS (1/1/25 - 12/31/25)
$ 20.47 TRASH CART INCLUDED - OPTIONAL ONE-YEAR EXTENSIONS (1/1/26 - 12/31/26)

*Gahanna residents to be serviced Monday and Tuesday. Reynoldsburg residents to be serviced Wednesday and Thursday.

**Each resident will have Solid Waste, Recycling, and Yard Waste collected on their service day.

***Each resident will receive a 95-gallon trash cart at no additional cost. Local Waste Services also has 65 and 35 gallon carts available for customers whose medical condition requires a more manageable cart size.

****Local Waste Services will be purchasing new CNG powered collection vehicles to operate in your communities.

5667606.1

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

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

Per Residential Unit **quarterly** surcharge to provide **quarterly billing services**	$ 1.95
Per Residential Unit **monthly** surcharge to provide **monthly billing services**	$ 1.95
Per Residential Unit per month surcharge for performing **Carry-Out Collection Services**[2]	$ 25.00
Per appliance surcharge for **Chlorofluorocarbon (CFC) removal**	$ 100.00
Provision of and each per pull charge for an **additional** container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	$ 125.00
Provision of and each per pull charge for an **additional** container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	$ 150.00
Provision of and each per pull charge for an **additional** container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	$ 175.00
Per pull charge for each **additional pull** of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	$ 425.00

[2] The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service.

5667606.1

Per pull charge for each **additional pull** of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	$ 450.00
Per pull charge for each **additional pull** of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	$ 500.00
Per Residential Unit per month surcharge for the **Rental** of 95 gal., 65 gal., and 35 gal. Solid Waste or Recyclable Materials collection container	$ 3.50 (95) $ 3.50 (65) $ 3.50 (35)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	$ 450.00
Per Residential Unit surcharge for delivery of a smaller or larger collection container at Resident request after implementation plan expires	$ 10.00

5667606.1

Additional Recyclable Materials Collection for Municipal Facilities and Special Events	Pulls/Collections Per Week*					
Container Size	**1**	**2**	**3**	**4**	**5**	**6**
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	$ 20.00	$ 40.00	$ 60.00	$ 80.00	$ 100.00	$ 120.00
2 to 3 cubic yards	$ 85.00	$ 170.00	$ 255.00	$ 340.00	$ 425.00	$ 510.00
4 cubic yards	$ 95.00	$ 190.00	$ 285.00	$ 380.00	$ 475.00	$ 570.00
6 cubic yards	$ 125.00	$ 250.00	$ 375.00	$ 500.00	$ 625.00	$ 750.00
8 cubic yards	$ 150.00	$ 300.00	$ 450.00	$ 600.00	$ 750.00	$ 900.00
10 cubic yards	$ 190.00	$ 380.00	$ 570.00	$ 760.00	$ 950.00	$ 1,140.00
6-cubic yd. compactors	$ 300.00	$ 600.00	$ 900.00	$ 1,200.00	$ 1,500.00	$ 1,800.00
8-cubic yd. compactors	$ 400.00	$ 800.00	$ 1,200.00	$ 1,600.00	$ 2,000.00	$ 2,400.00
30-cubic yd compactors	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 4,000.00	$ 5,000.00	$ 6,000.00
35-cubic yd compactors	$ 1,500.00	$ 3,000.00	$ 4,500.00	$ 6,000.00	$ 7,500.00	$ 9,000.00

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

5667606.1

EXHIBIT G – BID FORMS – PART III

ADDITIONAL ELECTIVE COLLECTION SERVICES

Recyclable Materials Collection for Multi-Family*	Pulls/Collections Per Week*					
Container Size	**1**	**2**	**3**	**4**	**5**	**6**
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	$ 20.00	$ 40.00	$ 60.00	$ 80.00	$ 100.00	$ 120.00
2 to 3 cubic yards	$ 85.00	$ 170.00	$ 255.00	$ 340.00	$ 425.00	$ 510.00
4 cubic yards	$ 95.00	$ 190.00	$ 285.00	$ 380.00	$ 475.00	$ 570.00
6 cubic yards	$ 125.00	$ 250.00	$ 375.00	$ 500.00	$ 625.00	$ 750.00
8 cubic yards	$ 150.00	$ 300.00	$ 450.00	$ 600.00	$ 750.00	$ 900.00
10 cubic yards	$ 190.00	$ 380.00	$ 570.00	$ 760.00	$ 950.00	$ 1,140.00
6-cubic yd. compactors	$ 300.00	$ 600.00	$ 900.00	$ 1,200.00	$ 1,500.00	$ 1,800.00
8-cubic yd. compactors	$ 400.00	$ 800.00	$ 1,200.00	$1,600.00	$ 2,000.00	$ 2,400.00
30-cubic yd compactors	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 4,000.00	$ 5,000.00	$ 6,000.00
35-cubic yd compactors	$ 1,500.00	$ 3,000.00	$ 4,500.00	$ 6,000.00	$ 7,500.00	$ 9,000.00

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

5667606.1

LOCAL WASTE SERVICES
est. '99

Service Guidelines
+ Please have your materials out by 7:00 a.m. on your scheduled pick-up day.
+ Please place materials in bags or containers – do not exceed 50 lbs.
+ Bulk items and additional material will be collected at the same time as all other items.
+ Bush must be tied in bundles not exceeding 4ft. x 2ft.
+ Please have yard waste in biodegradable brown paper bags or in containers that are clearly marked 'Yard Waste Only' – stickers are available at the municipal building
+ Please contact our office for collection of Freon based appliances ($100 disposal fee per item).
+ "Missed" materials may only be returned for within 24-hour notice.
+ Please wrap mattresses and box springs in plastic as well as any upholstered furniture that may be infested with bugs.

Uncollectable Items
- Tires
- Lead Acid Batteries
- Large Automobile Parts
- Household Hazardous Waste
- Liquid Paints / Oil
- Move In/Out & Large Bulk & Construction Debris Set Outs

Recycling Policy
+ All recyclable materials are collected by same truck & separated at recycling center.
+ Do not bundle or bag materials – place loosely in bins.
+ Plastic grocery bags are NOT accepted – please return to grocery store.
+ Window glass and glass dishes are NOT recyclable.

Recyclable Items
+ See attached

Holiday Schedule
+ If a holiday falls on or before your collection day, service is delayed one day, that week only.
+ If the holiday falls on a Saturday or Sunday there will be NO change in your scheduled pick up day.

Holiday	2021	2022	2023
New Year's Day	Friday 1/1/21	Saturday – No delay	Sunday – No delay
Memorial Day	Monday 5/31/21	Monday 5/30/22	Monday – 5/29/23
Independence Day	Sunday – No delay	Monday 7/4/22	Tuesday – 7/4/23
Labor Day	Monday 9/6/21	Monday 9/5/22	Monday – 9/4/23
Thanksgiving Day	Thursday 11/25/21	Thursday 11/24/22	Thursday – 11/23/23
Christmas Day	Saturday – No delay	Sunday – No delay	Monday – 12/25/23

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

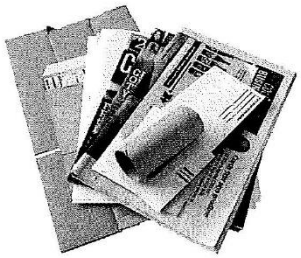
Recycle Right

SWACO
FROM WASTE TO RESOURCES

SWACO has teamed up with your community because we know we can do better. Tell a neighbor or share with your kids—if we work as a community, we can lessen the impact on our landfills.

Let's make a difference.

Recycle

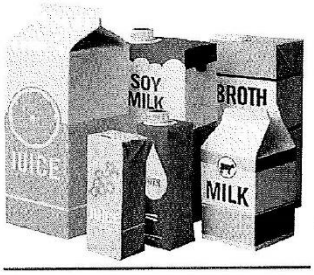


Paper & Cardboard
Break-down and flatten cardboard boxes.

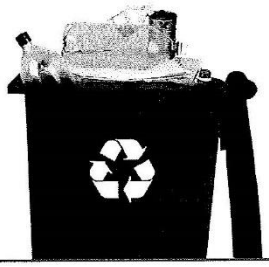
Plastic Bottles, Jugs & Tubs
Lids and labels accepted..

Glass Bottles & Jars
All colors of glass are accepted.

Metal Cans
Labels are accepted. Remove aerosol tips.



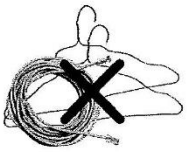
Cartons
Please rinse and remove lids.



Keep them loose
Don't bag items.

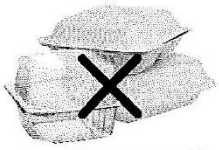
Not Accepted

No Plastic Bags
These may be returned to retail stores.



No Tanglers
Hoses, wires, chains, clothing or electronics.

No Cups
Coffee or Party.



No Plastic or Foam Food Containers

For questions, resources, and info on how and where to recycle, donate, or dispose of items, visit **RecycleRight.org**

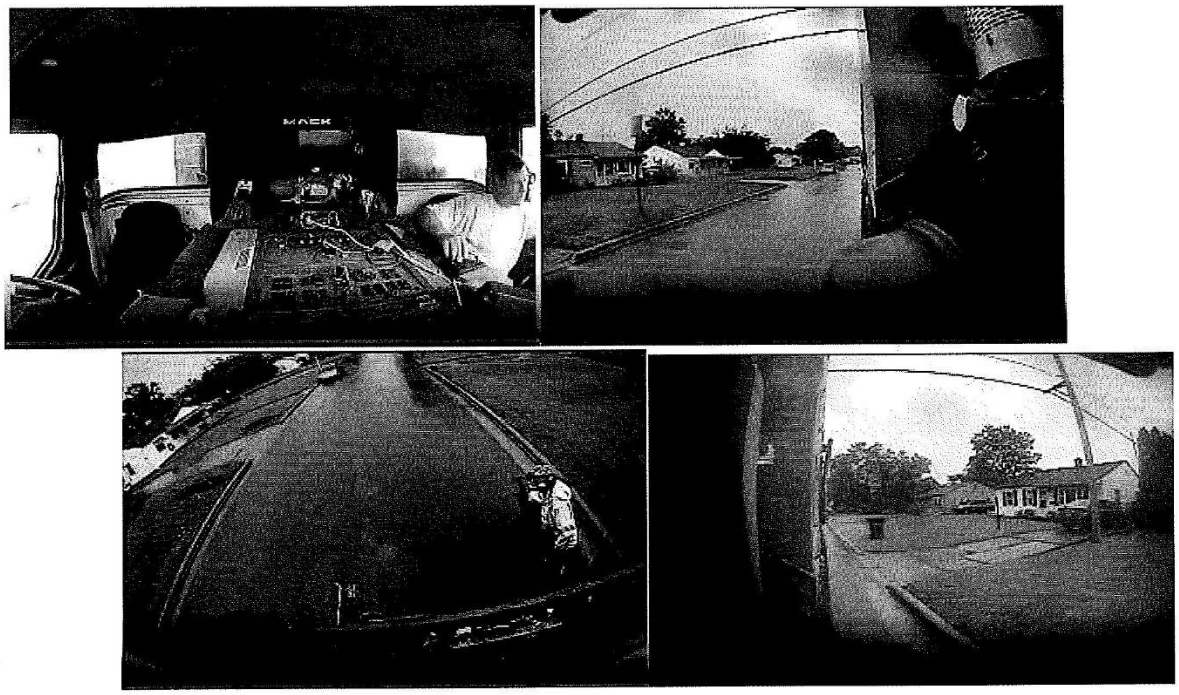
Attachment: Reynoldsburg Collection, Transportation and Delivery of Solid Waste, Recyclable Materials and Yard Waste Agreement (Local

LOCAL WASTE SERVICES est. '99

Technology

Local Waste Services is committed to utilizing technology to continuously improve our processes. Over the last several years, Local Waste Services has made countless investments in technology by implementing:

- Routing Software
  - Real-time updates linked to customer service
  - Route pictures attached to customer's accounts
  - GPS tracking features
  - On board computer
- Fleet Camera System
  - Each truck has been outfitted with at least 5 cameras allowing us to monitor our drivers and ensure collection is completed to our standards.
  - Building upon our culture of safety



localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

Attachment: Reynoldsburg Collection, Transportation and Delivery of Solid Waste, Recyclable Materials and Yard Waste Agreement (Local

LOCAL WASTE SERVICES est. '99

20180507 85707

Hide

20180423 74017

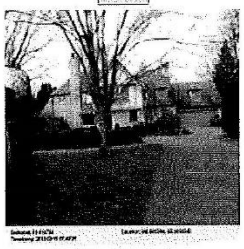
Hide

20180409 83005

Hide

20180319 74039

Hide

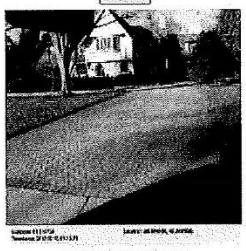


20180319 74035

Hide

20180319 74031

Hide

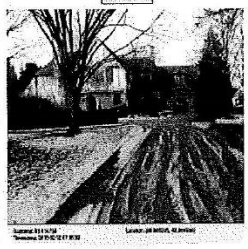


20180312 91302

Hide

20180212 75837

Hide



20180212 75833

Hide

20180212 75828

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

LOCAL WASTE SERVICES est. '99

Customer #	Customer Name / Address	Monthly Charge	Balance Due
01-0116724	RESIDENT / 2387 TREMONT RD	17.75	.00

Customer Profile | **Notepad** | Work Orders | Services [2] | Contract Price | A/R History | Sales History | Open Inv | Sales & Adj | Variables

Contact

Phone 000 000-0000

Limit Code *ALL

Click to mark active

Note Entry More info

Date	Time	Code	Note	Added by
Mon 05/07/18	8:58	NTO	NO TRASH OUT	MOBILEPAK
Mon 04/23/18	7:41	NTO	NO TRASH OUT	MOBILEPAK
Mon 04/09/18	8:30	NTO	NO TRASH OUT	MOBILEPAK
Mon 03/19/18	7:41	NTO	NO TRASH OUT	MOBILEPAK
Mon 03/12/18	7:47	NRO	NO RECYCLE OUT	MOBILEPAK
Mon 03/12/18	9:14	NTO	NO TRASH OUT	MOBILEPAK
Tue 02/20/18	9:17	SUPV	TWRIGHT NOTICED REC SET OUT DAY LATE. SRVD	LBLUCAS
Mon 02/19/18	8:20	NRO	NO RECYCLE OUT	MOBILEPAK
Mon 02/12/18	7:59	NTO	NO TRASH OUT	MOBILEPAK
Mon 02/12/18	8:04	NRO	NO RECYCLE OUT	MOBILEPAK

First Previous

Cust#	Name	Service Address
01-0116724	RESIDENT	2387 TREMONT RD

Scan Date

More info

Date	Day	Time Arr	Time Dep	Service/Delay	Weight	Bin#	Sz/Cg	Load#	Route	Truck	Driver	W/O#	Qty
8/13/18	MON	8:35	8:35	COMPLETE	.00	1			T156	256	CCATT		1.00
8/13/18	MON	7:40	7:40	COMPLETE	.00	2			R154	254	FMURP		1.00
8/06/18	MON	8:25	8:25	SKIP	.00	1			T156	256	DGOIN		1.00
8/06/18	MON	7:56	7:56	COMPLETE	.00	2			R154	254	FMURP		1.00
7/30/18	MON	8:27	8:27	COMPLETE	.00	1			T156	256	DGOIN		1.00
7/30/18	MON	7:40	7:40	COMPLETE	.00	2			R154	254	FMURP		1.00
7/23/18	MON	8:26	8:26	SKIP	.00	1			T156	256	DGOIN		1.00
7/23/18	MON	7:50	7:50	COMPLETE	.00	2			R154	254	FMURP		1.00
7/16/18	MON	8:38	8:38	COMPLETE	.00	1			T156	256	DGOIN		1.00
7/16/18	MON	7:44	7:44	COMPLETE	.00	2			R154	254	FMURP		1.00
7/09/18	MON	9:22	9:22	COMPLETE	.00	1			T156	256	DGOIN		1.00
7/09/18	MON	7:46	7:46	COMPLETE	.00	2			R154	254	FMURP		1.00
7/02/18	MON	8:03	8:03	COMPLETE	.00	1			T156	256	DGOIN		1.00
7/02/18	MON	7:55	7:55	COMPLETE	.00	2			R154	254	FMURP		1.00
6/25/18	MON	7:50	7:50	COMPLETE	.00	1			T156	256	DGOIN		1.00
6/25/18	MON	7:49	7:49	COMPLETE	.00	2			R154	254	DMOOR		1.00

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	Zoning Code Amendment

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak

Minor amendments to the Reynoldsburg Zoning Code. This include text changes and calibration to workflow items.

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

WHEREAS, the City of Reynoldsburg determined that the Zoning Code of the City should be revised to improve efficiency, address concerns of residents in the community, and maintain consistency with the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the modifications are to be made to the Code that went into effect on April 23, 2020.

WHEREAS, these amendments are to align, and re-calibrate the text to better conform to the usefulness of the code.

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

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

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

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

See Exhibit "A" attached hereto and incorporated herein.

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

Reynoldsburg
OHIO · 1839

Zoning Code Update June 2021

I. Medical Marijuana
   i. Define separate from "pharmacy"
   ii. Conditional Use – Which Districts?
   iii. Business regulation ordinance – to be drafted by City Attorney Office
II. Credit for Green Space
III. Design Requirements in Residential Districts
   i. Minimum amount of quality
   ii. Exclusive to exterior material
IV. Commercial Signage
   i. Window Coverage
V. Roof-Mounted Solar Panels
   i. Eliminate Zoning permit
VI. Building Height Transition Requirements
   i. Currently applies only in the Insight Districts
   ii. Apply to all districts abutting single family residential.
VII. Overlay Districts – Huber or Brookside
   i. Architectural design review – Certificate of appropriateness
   ii. Height restrictions
VIII. Major Site Plan Applications
   i. Timelines
   ii. EMH&T Staff Report (Separate from Zoning)
IX. Small Format Grocery (Definition, Glossary)
X. Office Use in ORD-N
XI. Residential Driveway Width/Parking Setback
XII. Removal of Glass requirement in Insight

i. A sign or sign face shall be considered abandoned when:

1. The sign or sign face remains after the discontinuance of a use. A use is considered to be discontinued if it is closed to the public for at least ninety (90) consecutive days.
2. The sign or sign face is not maintained in accordance with the provisions of this chapter and the owner of the sign has not complied with notices to maintain the reasonable and proper appearance and condition of the sign.

ii. Whenever the Planning and Zoning Administrator determines that a sign has been abandoned as defined in this chapter, the right to maintain and use such a sign shall terminate immediately. Physical removal of a sign may be accomplished pursuant to the nuisance abatement procedures and ordinances of the City.

iii. Whenever the Planning and Zoning Administrator determines that a sign face is abandoned as defined in this chapter but the existing sign conforms to the Zoning Code, he/she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank. This shall not apply to signs maintained on lots that do not have any existing structure.

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

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

i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.

ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.

iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

SECTION 1105.05 ACCESSORY STRUCTURES

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

i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;

ii. It is subordinate to and serves the main use or building;

iii. It is subordinate to the main use or building in ground area, floor area, extent, and purpose;

iv. It is located on the same lot as the main building or main use which it serves; and

v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the

main use or main building served.

vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.

vii. Except as otherwise provided in this Zoning Code, an accessory structure:

1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
2. Shall not be located closer than three feet (3FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
3. Shall not be located closer than ten feet (10FT) to a main building;
4. Shall not occupy more than twenty percent (20%) of the required rear yard;
5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
~~5.~~6. In commercial districts, open-sided accessory structures such as pergolas are permitted in the required front or side yard;
~~6.~~7. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
~~7.~~8. Shall not exceed fifteen feet (15FT) in height.

viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one
(1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

B. Garage Standards

i. All garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.

ii. **In the Suburban Residential District Only.** No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.

SECTION 1105.07 LANDSCAPING AND BUFFERING

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

i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of- way and off-street vehicular parking areas;

ii. Encourage the preservation of existing trees and natural features;

iii. Promote compatibility among different land uses;

iv. Promote the use of generally accepted landscape design principles; and

Formatted: Font color: Auto

shall not be located closer than ten feet (10') to any lot line and shall not be closer to any frontage than a distance ten feet (10') greater than the setback required for a principal building.

3. The area of the swimming pool, exclusive of decks, walks, and other appurtenances, shall not exceed ten percent (10%) of the area of the lot.
4. No lights, diving board, or other equipment or accessory shall project more than ten feet (10') above the average finished grade of the pool site.
5. A swimming pool shall be installed or constructed subsequent to and in conformance with the regulations of the Building Code and a permit issued by the Building Inspector.
   The Building Inspector shall not issue any permit for a swimming pool until he has submitted the application for a swimming pool to the Zoning Officer who shall determine compliance with the Zoning Code and issue a zoning certificate.

ii. Community or Club Swimming Pool. A community or club swimming pool means any pool constructed by an association of property owners or by a private club for use and enjoyment by members of the association or club and their families. Community and club swimming pools are permitted in any district, but shall comply with the following conditions and requirements:

1. A community or club swimming pool shall be intended and used solely for the enjoyment of the members, their families and guests, and guests of the association or club under whose ownership or jurisdiction the pool is operated.
2. A community or club swimming pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than one hundred feet (100') to any lot line.
3. A community or club swimming pool and all of the area used by the bathers, including all adjacent deck areas, shall be so walled or fenced as to prevent uncontrolled access by children.

iii. Fish Pond, Water Garden. A body of water designed and used as a fish pond or as a water garden shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.

1. Water depth shall not exceed twenty-four inches (24") unless enclosed by a fence forty- eight inches (48") in height with a locking gate.
2. Water surface area shall not exceed one hundred (100) square feet.

D. Portable Temporary Storage Units. A zoning certificate shall be obtained from the Zoning Administrator prior to the placement of a portable temporary storage unit on a property only when the unit will be on the property for a period of more than seven days. No more than one unit is permitted on a property at any given time, the duration of which shall not exceed a period of fourteen days total. The unit must be placed on a hard surface (not grass), and must be on the property for which it is being used. The use of these units shall be limited to no more than twice in any twelve month period. Permission to exceed these limitations may be granted by the Board of Zoning and Building Appeals. A portable temporary storage unit is not permitted as a permanent accessory structure regardless of the proposed location of the unit on a parcel.

(1) Calamity exception. If the portable temporary storage unit is being used to store personal property as a result of a major calamity (e.g. fire, flood or other event where there is significant property damage), the Board of Zoning and Building Appeals or Zoning Administrator may extend these time periods.

(2) Approved construction project. If the portable temporary storage unit is being used to store materials as part of an approved construction project, the portable temporary storage unit may remain onsite as long as there is a valid open building permit obtained through the City of Reynoldsburg.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Indent: Left: 1.38", No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Font color: Auto

~~D.~~E. Outdoor Storage. The following regulations shall apply to the approval and operation of outdoor storage as an accessory use:

i. Outdoor storage shall only be permitted in areas identified on the approved site plan. No such activity shall be located closer than fifty feet (50FT) to a residential zoning district boundary or road right-of-way abutting any residential zoning district or within ten feet (10FT) of any road right-of-way. Such activities shall not occupy any required parking area or driveway;

ii. Any outdoor storage area located closer than one hundred feet (100FT) to a residential district shall, if determined to be visible from such district, be screened by a landscape buffer strip or other means indicated on the approved site plan;

Flood, Regional. Large floods which have previously occurred or which may be expected to occur on a particular stream because of like physical characteristics. The regional flood generally has an average frequency of the 100-year recurrence interval flood.

Floodway. That portion of the flood plain, including the channel, which is reasonably required to convey the regional flood waters. Floods of less frequent recurrence are usually contained completely within the floodway.

Floodway Fringe. That portion of the flood plain, excluding the floodway, where development may be allowed under certain restrictions.

Floor. That part of a room or story which forms its lower, horizontal enclosing surface.

Floor area, gross. The total square feet of all main and accessory buildings which are enclosed, measured from the exterior building face or from the centerline of common walls separating building units.

Food Sales - Farm Market. Retail sales of agricultural products and items grown or produced in and around the City.

Food Sales - Large Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 25,000 square feet of gross floor area. At least 1,000 square feet of a large format grocery shall be devoted to the sale of fresh produce at all times.

Food Sales - Small Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 5,000 square feet but not more than 25,000 square feet of gross floor area. At least 10 percent~~500 square feet~~ of a small format grocery shall be devoted to the sale of fresh produce at all times.

Food Service - Commissary/Bakery. A facility that produces food and baked goods for distribution or sale to restaurants and retail bakeries.

Food Service – Deli. An establishment where food is sold for consumption off- premises and no counters or tables for on- premises consumption of food are provided, but excludes groceries and supermarkets.

DISTRICTS AND ZONES

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS		
Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	
ANIMAL SERVICES		
Boarding/Kennel	C	
Grooming	P	
Veterinary	P	
COMMUNITY FACILITIES		
Community Facility - Activity Center	P	
Community Facility - Government Administration and Courts	P	
Community Facility - Outdoor Recreation	P	
Community Facility - Park	P	
Community Facility - Public Health Safety	P	
Community Facility - Trail	P	
CONGREGATION		
Event Center - Private Events and Conferences	P	
Event Center - Public Meetings and Conventions	P	
Mortuary	C	
Religious Assembly	P	
CULTURAL		
Library	P	
Live Theater	P	
Movie Theater	P	
Museum	P	
Visual Arts Center	P	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS		
Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	
DWELLING		
Dwelling - Assisted	P	
Dwelling - Attached Single-Family	P	
Dwelling - Group	P	
Dwelling - Multi-Unit Building	P	
Dwelling - Multi-Unit Building Complex	P	
Dwelling - Nursing	P	
Dwelling - Two-family	P	
Dwelling - Developmental Disability	P	
FOOD AND BEVERAGE		
Bakery - Retail	P	
Beverage - Brewing and Distilling	P	Produces less than 15,000 barrels.
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	P	
Beverage Sales and Retail	P	
Food Sales - Small Format Grocery	~~C~~P	5~~,0~~00 to 25,000 sq. ft. of gross floor area with at least ~~500 sq. ft.~~ 10 percent devoted to fresh produce
Food Sales-Farm	P	

per street.

K. Drive-Thru Service. The following regulations shall apply to the approval and operation of drive-thru establishments:

i. Loudspeakers shall be located and designed, with volume and hours of operation controlled, in a manner to minimize noise impacts on nearby residential uses.

ii. Lanes required for vehicle access to and waiting for use of a drive-thru facility shall be designed to have sufficient length to accommodate the peak number of vehicles projected to use the facility
at any one (1) time, to provide escape/abort lanes for vehicles desiring to leave the stacking lanes or to avoid disabled vehicles, and to minimize impacts on the use of other required parking or drives or on the use of abutting streets and hazards to pedestrians. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may require a traffic study which documents the projected vehicular use of the proposed facilities and evidence of compliance with the provisions of this Zoning Code.

iii. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may impose restrictions on the hours of operation in order to reduce inappropriate impacts on abutting uses and on street traffic and to ensure compatibility with normal vehicular activity in the district.

iv. The applicant shall so design the site plan or otherwise provide assurances as to reduce the impacts of lighting, litter, noise, and exhaust resulting from the facility, especially impacts on nearby residential uses.

L. Solar Panels and Solar Panel Arrays. The following regulations shall apply to the installation of solar panels and solar panel arrays:

i. Accessory Use. A solar panel or a solar panel array, in each case, whether freestanding or roof mounted, shall be classified as a permitted accessory use in all zoning districts in the city, subject to the regulations set forth herein. Any solar panel or solar panel array shall be installed in accordance with all applicable building and electrical codes. Except as otherwise, provided herein, solar panels and solar panel arrays shall be installed and located in accordance with the zoning regulations for the base zoning district in which such panels or arrays are to be installed. A zoning certificate is required for freestanding solar panels or solar panel arrays only.
~~Applications for solar panels or solar panel arrays shall be submitted to the Planning and Zoning Administrator on the forms provided from time to time.~~

ii. Roof mounted solar panels and solar panel arrays. Roof-mounted solar panels or solar arrays shall be located in accordance with the following regulations.

1. **Roof Line.** A roof-mounted solar panel or solar panel array shall not be located so that it extends beyond the roof line in any direction including above and beyond the roof peak.
2. **Roof Height Projection.** When located on a flat roof, solar panels or solar panel arrays shall not be project vertically more than ten feet from the surface of the flat roof. For purpose of this subsection, "flat roof" shall mean any roof that is less than seventeen (17) degrees or 2/12 pitch.
3. **Glare.** Roof mounted solar panels or solar panel arrays shall not be positioned so as to create glare on to adjacent roads, buildings, lots, or rights-of-way.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

iii. **Freestanding solar panels and solar panel arrays.** Free-standing solar panels or solar arrays shall be located in accordance with the following regulations.

1. **Location.** Freestanding solar panels or solar panel arrays shall not be located in front of any principal building and shall not project past the width of the principal building.
2. **Height.** The maximum height for any freestanding solar panel or solar panel array shall be the maximum height of an accessory structure in the base zoning district in which the solar panel or solar panel array is located.
3. **Glare.** Freestanding solar panels or freestanding solar panel arrays shall be located so as not to create glare onto adjacent roads, buildings, lots, or rights-of-way.
4. **Lot Coverage.** The maximum lot coverage for any freestanding solar panel or freestanding solar panel array shall be ten percent (10%) of the total lot area with the lot coverage being determined based upon the area of the face of the solar panels.
5. **Screening.** All freestanding solar panels or freestanding solar panels with a ground storage battery shall secure such battery with a secure cover.
6. **Wind Resistance.** All freestanding solar panels and freestanding solar panel arrays shall be able to withstand velocities of no less than one -hundred and ten (110) miles per hour.

iv. **Site Plan.** Any application for a solar panel or solar panel array under this section shall be accompanied with a site plan depicting the following items:

1. The location of the panels or panel array;
2. The height of the panels or panel array;
3. For roof mounted panels and panel arrays, an overhead view of the roof identifying all vents, chimneys, or other appurtenances, including vertical objects (e.g. trees), that may affect the location of panels;
4. For freestanding panels and panel arrays, a calculation of the lot coverage of the panels or panel array;
5. An indication of whether any freestanding panel or panel array has a ground storage battery, and, if so, how such battery will be secured;
6. The manufacturer cut sheet for the model to be installed; and
7. Such other information as the Planning and Zoning Administrator may determined to be necessary to evaluate compliance with this section and with the Zoning Code.

v. **Decommissioning.** The Planning and Zoning Administrator shall be notified in writing by the owner of any previously permitted solar panel or solar panel array upon the permanent discontinuance of energy production, and panels and/or arrays shall be completely removed
within nine (9) months of discontinuance of use and the affected area shall be fully restored to its preconstruction condition or better within three (3) months of the date of such removal.

Formatted: Font: Bold

Formatted: Font: Bold

Attachment: Solar Panels (Reynoldsburg Zoning Code Update 2021)

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS		
Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-N	
MANUFACTURING / PROCESS / INNOVATION		
Manufacturing - Artisan	P	
MEDICAL		
Medical - Clinic	C	
Medical - Office	C	
Office - Professional Services	C	
PERSONAL SERVICES		
Personal Care and Beauty Services	C	
RECREATION		
Studio - Art	P	
Studio - Gymnastics/ martial arts	P	
Child Day Care - Center	P	See 1105.13(G)
Child Day Care - In Home	P	See 1105.13(H
SALES AND EXHIBITION		
Antique Shop	C	80 percent of goods must be 30 years or older or have collectible value.
Gallery - Art	P	
Retail - Boutique	P	
Garden Center	C	
TOURISM / VISITING		
Overnight Lodging - Bed and Breakfast	P	
Overnight Lodging - Boutique Hotel	C	Fewer than 30 rooms

Allowable Use	P
Conditional Use	C

IX. Design Guidelines for Olde Reynoldsburg

A. Purpose

The purpose of this section is to:

(1) protect and enhance the Olde Reynoldsburg Commercial District's (ORD-C) unique aesthetic character;

(2) support high quality streets and public spaces;

(3) encourage architecture that blends harmoniously with the natural surroundings and neighboring development;

(4) safeguard property values and long-term economic assets; and

(5) carefully preserve the character the District's historic character while permitting appropriate growth.

(6)

B. Intent and Applicability

These design guidelines shall apply to non-residential development in the ORD-N and ORD-C and are not intended to stifle innovative design or creativity.
Instead, these design guidelines are intended to serve as the minimum standards applicable to non-residential development to ensure that new development and redevelopment satisfied the purposes of the Olde Reynoldsburg Districts as described herein. These design guidelines shall be
applied by the Planning Commission in conjunction with its review of applications for Certificates of Appropriateness as described under Chapter 1109.21 hereof.

C. General Standards

(1) **Size, Mass and Scale:** The scale of

Attachment: ORD-N (Reynoldsburg Zoning Code Update 2021)

SECTION 1103.19 RESIDENTIAL MEDIUM ZONE (RM)

I. Purpose and Intent

A. The purpose of the Residential Medium (RM) Zone is to complement single-family residential development through the introduction of a more diverse range of housing options, including two-family buildings, townhomes, row houses, and apartments. Future development in the RM Zones should be well integrated with surrounding uses while allowing for more compact development to accommodate growth.

II. Uses

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

	DISTRICT USES
PERMITTED USES:	• Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Park • Community Facility - Public Health Safety • Community Facility - Trail • Dwelling - Attached Single-Family • Dwelling - Detached Single-family • Dwelling - Multi-Unit Building • Dwelling - Multi-Unit Building Complex • Dwelling - Two-family • Library • Dwelling - Nursing • School - Primary • School - Secondary • Tiny House
CONDITIONAL USES:	• Child Day Care - In Home* • Dwelling - Assisted • Dwelling - Development Disability • Dwelling - Group • Overnight Lodging - Bed and Breakfast

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

Attachment: RM (Reynoldsburg Zoning Code Update 2021)

III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	24
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35 single-family, two-family, townhouse; 42 apartment building
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Same as primary
	ADU HEIGHT (MAX. FT.)	NA
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	20
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; rear yard
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only; monument sign for each frontage
DESIGN	DESIGN STANDARDS	Single-unit attached and detached building types; For garage requirements, please see Section 1105.0
	SITE PLAN STANDARDS	See site plan review, Chapter 1109.19
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

IV. Building Typologies

Buildings in the Residential Medium Zone (RM) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	RESIDENTIAL MEDIUM ZONE (RM)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	X
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	X
COMMUNITY CENTER BUILDING	X
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

VIII. Building Height Transition

To provide for compatible scale and height relationships between new multi-story buildings and existing single-story dwellings, new buildings shall maintain a building height transition to adjacent single-story building(s), as follows:

A. This standard applies to new and vertically expanded buildings and structures (in any zone) within 40 feet (as measured horizontally) of an existing single-story building with a height of 20 feet or less; and

B. The building height transition standard is met where the new or vertically expanded building or structure meets the following criteria:

(1) The existing single-story dwelling is located within 40 feet of, and on the same side of the street as, the proposed structure.
(2) The height of the proposed structure is not more than 150 percent of the height of the subject single-story dwelling.
(3) Where the proposed structure is to be located between two existing single-story dwellings, the height of the proposed structure shall not exceed 150 percent of the average maximum height of both adjacent dwellings. For example, where the two adjacent dwellings have an average maximum height of 24 feet, the new or vertically expanded structure shall not exceed 28.8 feet in height.

C. Exception: The building height transition standard does not apply when the approval body finds that the subject single-story buildings located within 40 of the subject site are redevelopable. "Redevelopable," for the purposes of this section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from the [name] County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the minimum lot size standards of the applicable zone.

Formatted: Indent: Left: 0.5"

DISTRICTS AND ZONES

III. Development Standards

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

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

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Front, side, or rear yard well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only (see Section 1105.03) ~~Any two of the following: Hanging, Wall, Projecting Monument~~
DESIGN	DESIGN STANDARDS	Small to Medium Commercial Building Types; Natural Materials or Hardie Panel on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

Attachment: CC (Reynoldsburg Zoning Code Update 2021)

DISTRICTS AND ZONES

IV. Development Typologies

Buildings in the Community Commercial Zone (CC) may be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	COMMUNITY COMMERCIAL ZONE (CC)
DETACHED SINGLE-FAMILY BUILDING	~~X~~
ATTACHED SINGLE-FAMILY BUILDING	~~X~~
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	X
MEDIUM FLEX RETAIL BUILDING	X
LARGE FLEX RETAIL BUILDING	X
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	X
OFFICE-CORPORATE BUILDING	X
RETAIL LARGE FORMAT BUILDING	X
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	X

Attachment: CC (Reynoldsburg Zoning Code Update 2021)

not to exceed a 20 percent increase in allowable coverage.

(2) Lot coverage may increase by up to one-half a square foot for every one square foot of proposed parking area paving that uses a City-approved porous or permeable paving material (i.e., allowing stormwater infiltration).

(3) Lot coverage may increase by up to one- half a square foot for every one square foot of City-approved water quality treatment area (e.g., vegetative swale or bio-filtration) to be provided on the subject site.

(4) In approving increases in lot coverage under subsections i-iii of this section, the City may require additional landscape buffering or screening, above that which is required by other provisions of this code, and may impose reasonable conditions of approval to ensure the ongoing maintenance of parking areas and surface water management facilities.

(5) Notwithstanding the lot coverage increases authorized by this section, all other development standards of this chapter, and other applicable provisions of this Code, must be met.

~~VIII. Building Height Transition~~

~~To provide for compatible scale and height relationships between new multi-story buildings and existing single-story dwellings, new buildings shall maintain a building height transition to adjacent single-story building(s), as follows:~~

~~A. This standard applies to new and vertically expanded buildings and structures (in any zone) within 40 feet (as measured horizontally) of an existing single-story building with a height of 20 feet or less; and~~

~~B. The building height transition standard is met where the new or vertically expanded building or structure meets the following criteria:~~

~~(1) The existing single-story dwelling is located within 40 feet of, and on the same side of the street as, the proposed structure.~~

~~(2) The height of the proposed structure is not more than 120 percent of the height of the subject single-story dwelling.~~

~~(3) Where the proposed structure is to be located between two existing single-story dwellings, the height of the proposed structure shall not exceed 120 percent of the average maximum height of both adjacent dwellings. For example, where the two adjacent dwellings have an average maximum height of 24 feet, the new or vertically expanded structure shall not exceed 28.8 feet in height.~~

~~C. **Exception:** The building height transition standard does not apply when the approval body finds that the subject single-story buildings located within 40 of the subject site are redevelopable. "Redevelopable," for the purposes of this section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from the [name] County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the minimum lot size standards of the applicable zone.~~

Attachment: Insight (Reynoldsburg Zoning Code Update 2021)

application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.

D. **Minor Site Plan and Design Review—Review and Approval or Denial.** Any applicant requesting minor site plan and design review shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as the Planning and Zoning Administrator may require. Within thirty (30) days of filing a complete application, the Planning and Zoning Administrator shall act upon the application for minor site plan and design review based upon the applicable district regulations, and other applicable regulations, standards, and design guidelines of the City. If the Planning and Zoning Administrator determines that the proposed development complies with the applicable standards of the applicable districts, then, the Planning and Zoning Administrator shall issue a zoning certificate. If the Planning and Zoning Administrator determines that the proposed development does not comply with the applicable standards of the applicable district, then the Planning and Zoning Administrator shall deny the application and state the reasons for such denial in writing.

E. **Major Site Plan and Design Review.** Major site plan review shall be required for the following forms of development in any district:

i. Any development, which involves more than five thousand square feet (5,000SF) of structure or building;

ii. A development impacting or adjacent to an environmentally sensitive feature; or

iii. A development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.

F. **Major Site Plan and Design Review—Application.** An application for major site plan and design review shall be submitted to the Planning and Zoning Administrator and shall include the following information:

i. All materials required for minor site plan and design review as set forth above;

ii. A basic utility plan;

iii. Where applicable an engineers staff report will be conducted by the City Engineer, where further recommendations could be made.

iv. Where required a plot-grade utility plan shall be submitted to the Director of Development for review and approval subsequent to and in conformance with an approved site plan

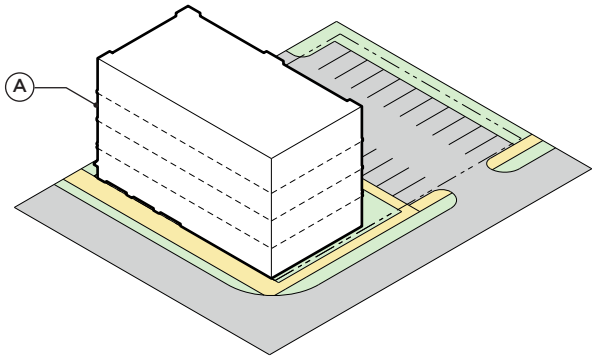
v. Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.

G. **Site Plan and Design Review—Conditions.** In accordance with the site plan and design review procedures contained in this chapter, the Planning and Zoning Administrator or the Planning Commission, as applicable, may place such reasonable conditions on the approval of a site plan that may be required to address the standards for review set forth herein or are otherwise consistent with the

Attachment: Major Site Plan Update 2021 (Reynoldsburg Zoning Code Update 2021)

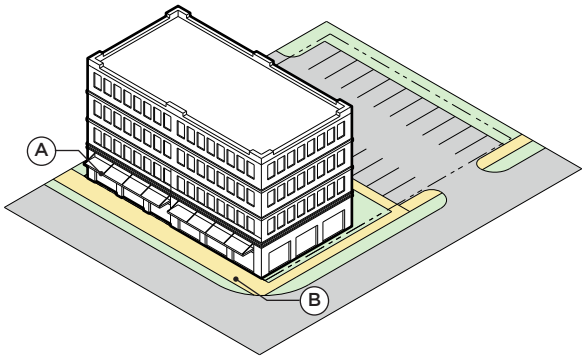
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT (A)	BUILDING HEIGHT (MIN. FT.)	22
	BUILDING HEIGHT (MAX. FT.)	75; 40 townhouse; 60 apartment building
ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Interior of the development or structured parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN	DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development.
	SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

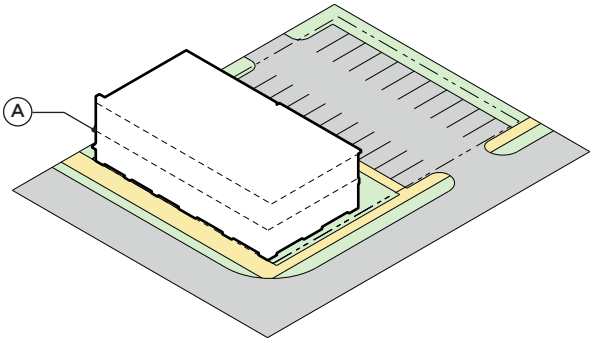
D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

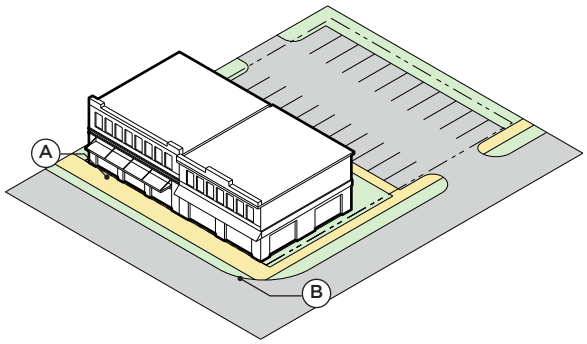
Attachment: Insight Glass Update 2021 (Reynoldsburg Zoning Code Update 2021)

C. Height and Parking



HEIGHT (A)	BUILDING HEIGHT (MIN. FT.)	22
	BUILDING HEIGHT (MAX. FT.)	60; 40 townhouse
ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Rear or side yard, well-screened; private garages; structured parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN	DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development.
	SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

Attachment: Insight Glass Update 2021 (Reynoldsburg Zoning Code Update 2021)

III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) *Detention ponds are included if designed as an amenity and community feature. I.E. Fencing Landscaping, Natural Feel	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

Attachment: Green Space Update 2021 (Reynoldsburg Zoning Code Update 2021)

III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	24
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35 single-family, two-family, townhouse; 42 apartment building
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) *Detention ponds are included if designed as an amenity and community feature. I.E. Fencing Landscaping, Natural Feel.	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

Attachment: Green Space Update 2021 (Reynoldsburg Zoning Code Update 2021)

DISTRICTS AND ZONES

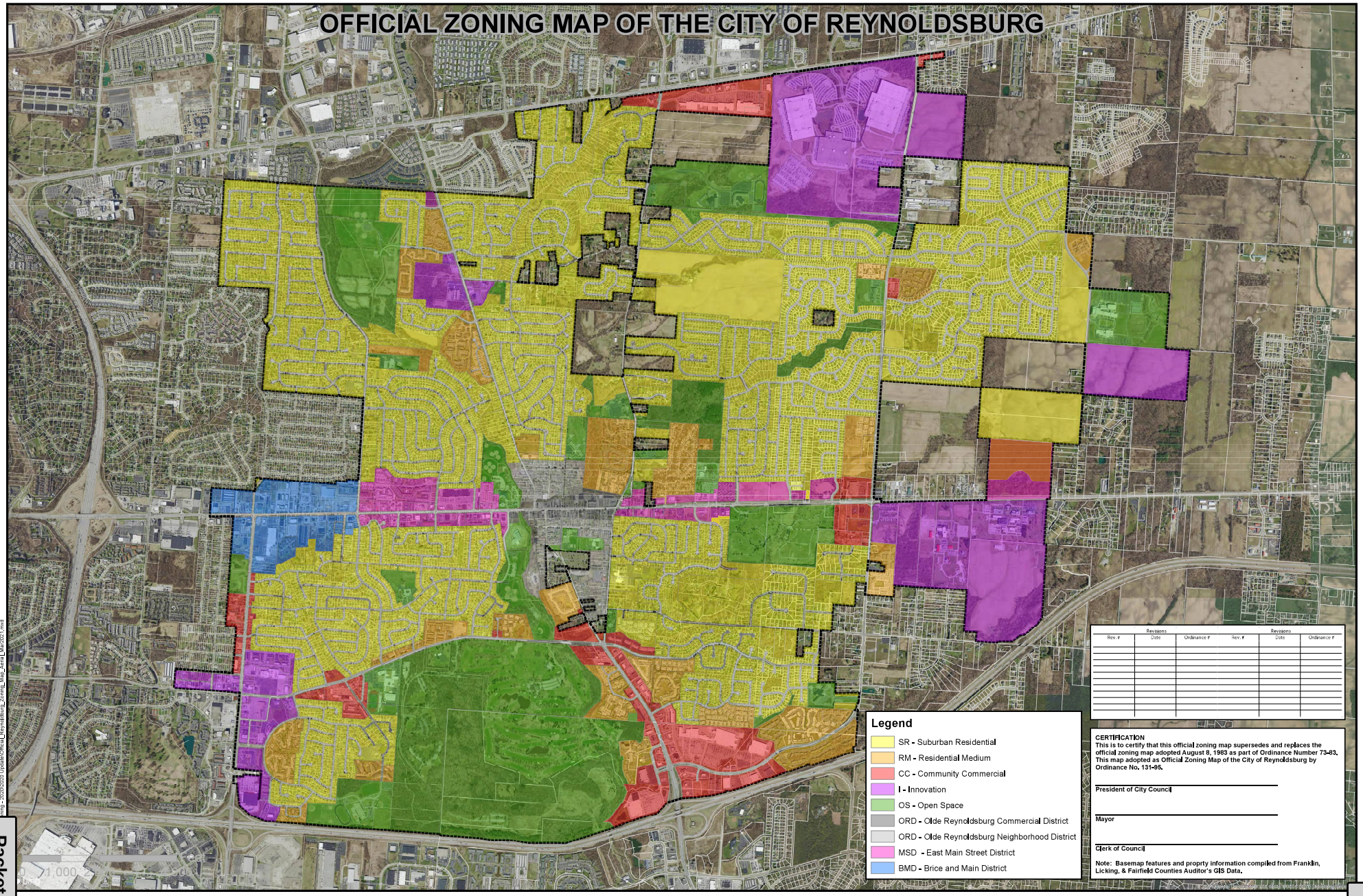
III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	80
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	10
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	10
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	20
	REAR YARD SETBACK (MAX. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	45
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	70%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) *Detention ponds are included if designed as an amenity and community feature. I.E. Fencing Landscaping, Natural Feel	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

Attachment: Green Space Update 2021 (Reynoldsburg Zoning Code Update 2021)

OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG



1113.01 DEFINITIONS

Medical Marijuana Facility – Cultivation. Any entity that has been issued a certificate of operation by the Ohio Department of Commerce to grow, harvest, package, and transport medical marijuana as permitted under R.C. Chapter 3796.

Medical Marijuana Facility – Dispensary. Any entity licensed pursuant to R.C. §§ 3796.04 and 3796.10 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.

Medical Marijuana Facility – Processing. Any entity in the business of obtaining medical marijuana from one or more licensed cultivators, processing medical marijuana from one or more licensed cultivators, delivering and/or selling medical marijuana to one or more licensed retail dispensaries, and licensed under Ohio Revised Code Section 3796.19.

Retail — Pharmacy. A business substantially devoted only to the sale of pharmaceutical items, supplies, and equipment such as prescription drugs. This definition does not include any medical marijuana business licensed under Chapter 3796 of the Ohio Revised Code.

1105.13 SUPPLEMENTARY USE CONDITIONS.

(k) Licensed Medical Marijuana Cultivation, Processing, and Dispensaries

(1) The following regulations shall apply to conditional use permits for any medical marijuana facility:

(a) Any and all medical marijuana facilities in the City shall be licensed by the Department of Commerce and under Chapter 785 of the Codified Ordinances of the City of Reynoldsburg.

(b) No medical marijuana facility shall be located within five hundred (500) feet radius of another such medical marijuana facility measured from the centerline of the front door of the establishment.

(c) No medical marijuana facility shall be located within within a five hundred (500) feet radius of any public park, residential district, or school, as measured from the centerline of the front door of the establishment.

(d) The exterior of any medical marijuana facility shall be properly screened such that activities, with the exception of administrative tasks, occurring within or inside the facility cannot be observed from any public right of way.

(2) Any Medical Marijuana Cultivation or Processing Facility shall not be permitted with any other use located on the same parcel of land or located within the same building.

SECTION 1103.17
SUBURBAN RESIDENTIAL ZONE (SR)

I. Purpose and Intent

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

II. Uses

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

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

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

III. Development Standards

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

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

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Rear yard, 3 feet from all lot lines; 10 feet from the house
	ADU HEIGHT (MAX. FT.)	24; provided height of ADU does not exceed height of principal structure
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	15
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; no front yard parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only
DESIGN	DESIGN STANDARDS	Single-family building types; For garage requirements, please see Section 1105.05.
	SITE PLAN STANDARDS	For subdivision requirements, see Chapter 1111

IV. Building Typologies

Buildings in the Suburban Residential Zone (SR) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	SUBURBAN RESIDENTIAL ZONE (SR)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

V. HUBER OVERLAY

A. Purpose and Intent

1. The purpose of the Huber Overlay District (HOD) is to protect and preserve the character of an historic residential district, but supplementing the regulations set forth in the Suburban Residential District (SR)
2. The location of the HOD shall be shown on the Zoning Map of the City of Reynoldsburg as an Overlay superimposed in specific areas over the existing SR District.
3. The requirements of this section must be met in addition to the established requirements and standards for the SR District over which the HOD is placed.
4. Any applicant for new construction, demolition, alteration, or addition to a building located in the Huber Overlay District must be the standards set forth in this Section.

B. Major Improvements or Additions to Existing Buildings

1. The guidelines and regulations of this Section shall only apply to the proposed addition or improvement to an existing building if the addition or improvement results in a square footage that is greater than twenty percent (20%) of the square footage of the existing structure or building.

2. No alteration or change shall be made to any property within the HOD unless the property owner obtains a Certificate of Appropriateness issued by the Planning Commission.

C. Minor building improvements may be administratively reviewed and approved by the Planning and Zoning Administrator for compliance with the guidelines. Any improvement which is not in compliance with the guidelines or is determined by the Planning and Zoning Administrator to be beyond the scope of minor building improvements will be forwarded to the Planning Commission for review.

1. Minor building improvements shall include the following:
   a. Fences, arbors, and pergolas
   b. Siding, roofing, and window replacement
   c. Façade alterations which are minor in scale
   d. Signage

2. Additional Exemptions.
   a. Any residential permits for rear decks, pools or accessory structures.
   b. Permits for interior alterations and repairs.
   c. Permits for construction of public utilities in the public right-of-way.

D. Height Restrictions

1. No new building, major addition or improvement, shall exceed twenty-four feet (24') in height or two stories above ground, whichever is less.
2. No new building, major addition or improvement, shall exceed more than one-hundred twenty percent (20%) of the height of any building located within forty (40) feet of the proposed new building, addition, or improvement.

E. Design Restrictions

1. Within the HOD, all new buildings, major additions or improvements, shall be consistent with single-family typologies.
2. The material and design shall be consistent with other residential buildings on the adjacent parcels.

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Establish Chapter 785 Medical Marijuana Facilities**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

The purpose of this Ordinance is to require an application and licensure for any medical marijuana facility seeking to do business in the City of Reynoldsburg. The Ordinance is intended to promote healthy business growth and consistency with the requirements of Chapter 3796 of the Ohio Revised Code

Explanation of legislation and need: The City currently does not have any regulations for medical marijuana facilities in Reynoldsburg.

An Ordinance Establishing Chapter 785 Medical Marijuana Facilities of the Codified Ordinances for the City of Reynoldsburg

WHEREAS, the state of Ohio enacted Chapter 3769 of the Ohio Revised Code in 2016 to legalize and regulate the cultivation, processing, and distribution of marijuana for medical purposes; and

WHEREAS, the City of Reynoldsburg finds that medical marijuana facilities in Ohio are a "pervasively regulated business" in the state of Ohio; and

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

WHEREAS, the City of Reynoldsburg desires to allow certain medical marijuana facilities to be located in selected commercial districts within the City; and

WHEREAS, the City believes the inclusion of such medical marijuana facilities should be licensed and monitored at the local level to ensure compliance with the laws of the state of Ohio and the City of Reynoldsburg.

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

SECTION 1. That Chapter 785 Medical Marijuana Facilities of the Codified Ordinances of the City of Reynoldsburg be established as follows:

See attached Exhibit A

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

CHAPTER 785
MEDICAL MARIJUANA FACILITIES

785.01 Definitions.
785.02 License required.
785.03 Application requirement.
785.04 License fees.
785.05 Application update requirement; license revocation.
785.06 Implied consent to search.

785.01 DEFINITIONS. As used in this chapter:

(a) "Medical marijuana cultivator" means an entity that has been issued a certificate of operation by the Ohio Department of Commerce to grow, harvest, package, and transport medical marijuana as permitted under R.C. Chapter 3796.

(b) "Medical marijuana dispensary" means an entity licensed pursuant to R.C. §§ 3796.04 and 3796.10 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.

(c) "Medical marijuana facility" means any business operation defined herein as a medical marijuana dispensary, medical marijuana cultivator, or medical marijuana processor.

(d) "Medical marijuana processor" means any entity in the business of obtaining medical marijuana from one or more licensed cultivators, processing medical marijuana from one or more licensed cultivators, delivering and/or selling medical marijuana to one or more licensed retail dispensaries, and licensed under Ohio Revised Code Section 3796.19.

785.02 LICENSE REQUIRED.

No person or other entity shall operate any medical marijuana facility in the City of Reynoldsburg, Ohio without first obtaining a license pursuant to this chapter from the City of Reynoldsburg Police Department

785.03 APPLICATION REQUIREMENT.

Any person or other entity licensed by the State of Ohio Department of Commerce to operate any medical marijuana facility within the City shall submit an application for a license from the City of Reynoldsburg Police Department, on a form and in such a manner as mandated by the City. In addition to any other information required by the Police Department, each applicant for a license shall provide to the Department copies of all documents required by and filed with the State of Ohio Department of Commerce. If additional documentation is required by the State of Ohio Department of Commerce following the issuance of a provisional license, then the additional documentation along with proof of permanent licensure status and all state licensing information, shall be provided by the applicant to the Department.

785.04 LICENSE FEES.

(a) Initial Fee. Any person or other entity applying for a license to operate a medical marijuana facility shall, before the issuance thereof, pay to the City of Reynoldsburg an application fee of five hundred dollars ($500.00). If the license issued by the State of Ohio Department of Commerce is issued after January 31 of any calendar year in which an applicant submits an application for a medical marijuana facilities license with the City of Reynoldsburg Police Department as required herein, such application fee shall be prorated, per diem, after such date. Any license issued hereunder by the Police Department shall be valid for the remainder of the calendar year in which it is issued.

(b) Renewal Fee. Should the licensed medical marijuana facility remain in operation and remain properly licensed by the State of Ohio Department of Commerce, the license issued hereunder by the City of Reynoldsburg Police Department shall automatically renew annually upon payment of a renewal fee of five hundred dollars ($500.00) payable on or before the 31st day of January of every successive calendar year in which the licensed medical marijuana facility remains in operation.

(c) Non-Renewal Penalty. At least thirty days prior to the renewal deadline of January 31st of each successive calendar year, the Police Department shall notify, by regular U.S. Mail, any person or entity operating a medical marijuana facility in the City pursuant to a license issued hereunder of the obligation to submit the required annual renewal fee as mandated hereunder. If the renewal fee is not received on or before the 31st of January of any successive year as required hereunder, an additional fee of five hundred dollars ($500.00) will be imposed upon the person or entity operating such medical marijuana facility. If the renewal fee remains unpaid after notice and after the 31st of March of any such year, an additional fee of five hundred dollars ($500.00) will be imposed upon the person or entity operating such medical marijuana facility for every thirty days thereafter and until such time as the renewal fee is paid in full.

785.05 APPLICATION UPDATE REQUIREMENT; LICENSE REVOCATION.

Any person or entity operating a licensed medical marijuana facility in the City pursuant to a license issued hereunder shall be subject to an ongoing and continuing obligation to provide updated and current application information to the Police Department, including but not limited to any additional documents required by and filed with the State of Ohio Department of Commerce. Any failure on the part of any person or entity operating a licensed medical marijuana facility in the City pursuant to a license issued hereunder to comply with all laws and regulations of the State of Ohio Department of Commerce, Ohio Department of Taxation, or other applicable State agency, or in full compliance with all other laws of the City of Reynoldsburg, Ohio could result in the revocation of the license previously issued hereunder at the discretion of the City.

785.06 IMPLIED CONSENT TO SEARCH.

Any person or other entity operating a medical marijuana facility pursuant to a license issued hereunder by the Police Department shall be deemed to have given consent to the random and unannounced search of the licensed premises by the City to ensure that such facility is in full

compliance with all licensing and operational requirements of the City of Reynoldsburg and/or the State of Ohio, Department of Commerce.

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	**Fixed Asset Removal PD**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak

FA1733

1994 Ford Van/Wagon

1FBHE314ORHB84059

Reason for Removal: Vehicle is no longer funcational and will be auctioned on gov deals.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of one (1) vehicle from the department's fixed asset; and

WHEREAS, this vehicle is no longer functional and will be auctioned with proceeds returning to the General Fund.

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

Police Department

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

SECTION 1. That the City Auditor be and is hereby authorized to remove the following item from the City's fixed asset list:

Tag #	Description of Item	
FA1733	1994 Ford Van/Wagon	VIN # 1FBHE314ORHB84059

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

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

ORDINANCE REQUEST

DATE: **July 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **Amend Vacant Property Ordinance**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

This codified change would grant the Service Director the authority to exercise discretion on a request for an exemption from the vacant property registration ordinance where the property has no observable property maintenance violations and where circumstances warrant such exemption.

AN ORDINANCE TO AMEND SECTION 1399.05 EXEMPTIONS TO VACANT PROPERTY REGISTRATION OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

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

SECTION 1. That Section 1399.05 Exemptions to Vacant Property Registration of the Codified Ordinances for the City of Reynoldsburg be amended as follows:

See attached Exhibit A

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

1399.05 EXEMPTIONS

1. A building under active construction/ renovation and having a valid building permit(s) at the time of the initial inspection shall be exempt from the registration until the expiration of the longest-running currently active building permit.

2. A building that has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of ninety (90) days if the owner submits a request for exemption in writing to the Designated City Official. The request shall include the names and addresses of the owner or owners, and a statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.

3. A building that is for sale shall be exempted for a period of twelve (12) months from the start of the vacancy, provided that the owner submits proof to the Designated City Official of such listing and for-sale status.

~~3.~~4. The Designated City Official shall have discretion to grant additional exemptions for any building and property for which there are no observable violations of the property maintenance code of the City and where circumstances justify such exemption.

5. ~~4.~~ Any owner of a vacant building may request an exemption from the provisions of this Chapter by filing a written application with the City who shall timely consider the same. In determining whether a request for exemption should be granted, the Designated City Official or designee shall consider the following:

   a. The applicant's prior record as it pertains to Property Maintenance Code Violations.

   b. The amount of vacant property the applicant currently has within the City of Reynoldsburg.

   c. The length of time that the building for which the exemption is sought has been vacant.

   d. The Designated City Official shall approve with conditions, or reject the completed application for exemption within thirty (30) days of receiving it.

Formatted: Font: (Default) Times New Roman,

Formatted: Indent: Left: 0.5", No bullets or

Formatted: Font: (Default) Times New Roman,

Formatted: List Paragraph, Numbered + Level: Numbering Style: 1, 2, 3, … + Start at: 1 + Align Left + Aligned at: 0.25" + Indent at: 0.5"

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Design Services (EMH&T) Police West Parking Lot**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide survey, engineering, design, and assistance with bidding services for the Police Department west parking lot; and

Whereas, the design will include the expansion of the existing parking lot to the north to accommodate current parking needs, repaving/restriping of the existing and future parking lot, construction of a carport area to provide cover for the Police Department fleet, including security lighting and the installation of a fence around the perimeter with security gate; and

Whereas, EMH&T will prepare a proposal for these services in the coming weeks, including an estimated construction cost estimate, which will be presented to City Council for review/approval; and

Whereas, the total cost for this project including design and construction is anticipated to be around $500,000.00 and funded through the America Recovery Act.

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

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

Section 1. That the Mayor authorize EMH&T to conduct surveying, design, engineering, and bidding services for the police department west parking lot project.

Section 2. That an amount of $40,000.00 be approved and taken from the unappropriated Capital Improvement Fund (CIP) (410) and be appropriated to account 410.000.0185.5602 Police Parking Lot Project.

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

Example of gable carport

Example of Solar carport

EMH&T

Engineers, Surveyors, Planners, Scientists

July 14, 2021

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

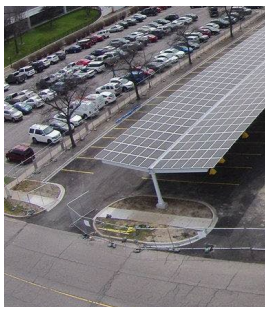
Subject: Police Station Parking Lot Improvements
Proposal for survey, design and engineering

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, design, engineering, and bidding services for the Police Station Parking Lot Improvements. We understand that the parking lot improvements will include the following:

- Expansion of the existing parking lot to the north and revised vehicular circulation.
- Addition of ornamental security fence and piers to enclose the existing and expanded parking lot.
- Powered vehicular security gates monitored and controlled by the existing security system.
- An electric vehicle (EV) charging station for a City vehicle.
- Landscaping additions to provide screening where necessary and an enhanced appearance.
- A canopy/carport structure for a portion of the police cruiser parking spaces.
- Replacement of asphalt with concrete under the canopy structure carport.
- Possible solar panels on the proposed parking structure to power canopy lighting.

Example of canopy/carport



Example of canopy/carport with solar panels

Aside from the improvements listed above, the majority of the existing parking lot will remain as-is except where existing conditions must be modified to enable these improvements.

SCOPE OF SERVICES

EMH&T will provide survey, design, engineering, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within the parking lot area. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

Attachment: Reynoldsburg Police Department West Parking Lot Design Proposal (EMH&T) (Design Services (EMH&T) Police Department West

2. Design and Engineering
    a. Review of existing site conditions, Record Plans, and GIS information.
    b. Creation of an electronic base map that is developed using topographic survey, GIS, record plan, and OUPS data.
    c. EMH&T will prepare up to three preliminary concepts for initial discussions to include:
        i. A meeting with City staff to review expansion, access control and circulation options.
        ii. Coordination with a selected manufacturer to develop options for the canopy/carport structure, solar panels and canopy lighting;
        iii. A single refined concept for staff approval to be used as the basis for engineering drawings;
        iv. A preliminary opinion of probable construction cost.
    d. From the approved concept plan EMH&T will prepare civil / site and landscape plan sheets for this improvement to include:
        i. Demolition Plan
        ii. Site Plan
        iii. Grading Plan
        iv. Site Utility Plan
        v. Landscape Plan
        vi. Electrical Service Connection Details
        vii. Other Miscellaneous Specifications and Details
    e. Submittals – EMH&T will prepare submittals at the 90%, and 100% design stage for coordination with the City, utility companies, and other project stakeholders identified by the City. The submittals will include progress plan sets and opinions of probable construction cost.
    f. EMH&T will coordinate with a pre-engineered canopy/carport manufacturer and include their details and specifications into the plan set. We will specify the selected pre-engineered design on our plans, with all architectural and structural design to be the responsibility of the vendor/supplier.
    g. EMH&T will engage a sub-consultant for electrical engineering for the security gates. They will prepare electrical plans and specifications for power connection and distribution for the gates. This proposal assumes there is sufficient electrical capacity within the police station building to power the gates and does not include design of a new electrical power service.
    h. The City's security consultant/vendor will provide EMH&T with drawings and/or specification required to connect the gates into the existing security system. It will be the City's responsibility to incur any costs from the security vendor for this coordination.

The Scope of Services does not include the following items:

1. Bidding Services. This proposal assumes this project will be included as an alternate bid on the 2022 Street Program.
2. Construction management or inspection services – a follow-on proposal for these services will be submitted after bidding.
3. Geotechnical engineering / subsurface evaluations
4. Environmental permitting
5. Floodplain studies and evaluations
6. Permit fees
7. Renderings or 3D visualizations
8. Security system design
9. Irrigation system design
10. Signage and wayfinding design
11. Water and sanitary sewer service design
12. Sedimentation and Erosion Control Plan (S&E control measures will be shown on the Grading Plan)
13. New electrical power service design

Attachment: Reynoldsburg Police Department West Parking Lot Design Proposal (EMH&T) (Design Services (EMH&T) Police Department West

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

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 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.

Description of Service/Task	Fee
Surveying	$3,000
Design & Engineering	$33,000
Electrical Design Fee (Subconsultant)	$4,000
TOTAL FEE	**$40,000**

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

Invoices will be submitted monthly and EMH&T services will be billed according to our contracted rate schedule.

Attachment: Reynoldsburg Police Department West Parking Lot Design Proposal (EMH&T) (Design Services (EMH&T) Police Department West

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4704 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Franco S. Manno, PLA, ASLA, LEED AP
Senior Landscape Architect
Associate

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

PO Number

Print Name/Date

Q:\Proposals\fmanno\2021\Reynoldsburg\Reynoldsburg - Police Station Parking\Proposal -Police Sta Parking 2021-07-14.docx

Attachment: Reynoldsburg Police Department West Parking Lot Design Proposal (EMH&T) (Design Services (EMH&T) Police Department West

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**EMH&T Design Service for Traffic Sync and Preemption System**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR A TRAFFIC SIGNAL INTERCONNECT AND PREEMPTION SYSTEM ALONG THE MAIN STREET CORRIDOR (BRICE TO WAGGONER ROADS) AND APPROPRIATING FUNDS

Whereas, EMH&T will provide survey, engineering, design, and assistance with the bidding process for a traffic signal interconnect and preemption system along the Main Street corridor (Brice to Waggoner Roads); and

Whereas, the City's existing traffic control system will be evaluated for accuracy (timing of signals based on current average daily traffic (ADT) counts, functionality of all pedestrian push buttons and displays and controllers, etc.) and functionality (preemption system added to aid local fire runs, universal battery backup systems in place, etc.), and

Whereas, the estimated cost for the traffic signal interconnect and the preemption system is $662,000.00.

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

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

Section 1. That the Mayor authorize EMH&T to conduct surveying, design, engineering, and bidding services for a traffic signal interconnect and preemption system along the Main Street corridor (Brice to Waggoner Roads).

Section 2. That an amount of $71,000 from the unappropriated Capital Improvement Fund (CIP) (410) be appropriated to account 410.000.0186.5659 Main Street Traffic Light Project.

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

EMH&T

Engineers, Surveyors, Planners, Scientists

MEMO

Date: March 12, 2021

To: Ryan Andrews

From: Jason Smallwood

Subject: Main Street Traffic Signal Coordination

Copies:

As requested please find outlined below a summary of anticipated cost for the development and implementation of traffic signal coordination on Main Street between Brice Road and Waggoner Road. The following intersections are assumed to be included in the study area:

1. Brice Road
2. New Kroger Drive
3. Rosehill Road
4. Briarcliff Road
5. Aida Dr.
6. Haft Dr.
7. Davidson Dr.
8. Lancaster Ave. (North)
9. Jackson St.
10. Waggoner Rd.

Estimated scope of work includes morning, mid-day and afternoon peak hour traffic counts at each intersection, development of Synchro traffic signal microsimulation models, coordinated timing plans and traffic signal improvement plans for bidding to a Contractor. Improvement plans will call for the implementation of the new timing plans, a master controller, Opticom emergency vehicle preemption and wireless Ethernet communication radios. We have also separately furnished anticipated cost to convert the above ten signalized intersection to radar detection.

Anticipated Design Fees	
Traffic Signal Coordination Study and Improvement Plan Development:	$58,000
Design Opticom Upgrades	$ 3,500
Design Radar Detection Upgrades	$ 9,500
Total	$71,000

Anticipated Construct Costs	
Traffic Signal Coordination, Wireless Radios, Master Controller	$192,000
Opticom (Emergency Vehicle Preemption)	$150,000
Convert to Radar Detection	$320,000
Total	$662,000

Attachment: Main Street - Traffic Signal Coordination Project Design Proposal (3.12.21) EMH&T (EMH&T Design Services for Traffic Sync &

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

ORDINANCE REQUEST

DATE:	**July 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Design Services (EMH&T) Graham Road Multi-use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE GRAHAM ROAD SIDEWALK EXTENSION (PALMER ROAD TO LIVINGSTON AVENUE) PROJECT AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide survey, engineering, design, and assistance with bidding services for the Graham Road Multi-use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project; and

Whereas, the design will include the extension of a multi-use trail/sidewalk from the southeast corner of Graham and Palmer Roads south to Livingston Avenue, including a stream crossing over an unnamed tributary to the Blacklick Creek, and minor landscape enhancements; and

Whereas, the project will be a collaboration between the City of Reynoldsburg and the Franklin County Engineer; and

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

Whereas the Franklin County Engineer will provide in kind services as its relates to the design and construction of the stream crossing in that this bridge is a County bridge (operated and maintained by the Franklin County Engineers Office).

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

Section 1. That the Mayor authorize EMH&T to conduct survey, design, engineering, and bidding services for the Graham Road Multi-use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project.

Section 2. That an amount of $37,060.00 be approved and taken from the unappropriated Capital Improvement Fund (CIP) account number 410.000.0188.5659 Miscellaneous Infrastructure.

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

Engineers, Surveyors, Planners, Scientists

April 15, 2021

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Graham Road Multi-Use Trail
Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the Graham Road Multi-Use Trail, which is planned to extend from the Palmer Road intersection to the 5-way intersection. Our scope of services is based on the following:

PROJECT UNDERSTANDING

1. This project will be designed in coordination with the Franklin County Engineer's Office. Based on our recent meeting with FCEO, we understand that they have volunteered to design a pedestrian bridge at the creek crossing. Their proposed pedestrian bridge will be a slab design, which is anchored to and supported by the existing wingwalls on the bridge. EMH&T will provide survey data to FCEO for this effort and will leave a gap in the trail improvement project for the construction of the pedestrian bridge.
    a. Additionally, FCEO stated that they would evaluate whether or not their in-house crews could construct the bridge improvement. This decision will be based on the availability of their bridge maintenance crews at the intended time of construction. If they cannot construct it in-house, EMH&T will include FCEO's construction drawings and specifications with the bid for the City's companion trail project.

2. It is our understanding that FCEO's work will not require equipment to be placed in the stream. Therefore, it is assumed that 401/404 permitting from the EPA or USACE will not be necessary and these services are not included in EMH&T's scope.

3. Based on previous meetings, we understand that it is the intent of the City for the Trail to be extended along the east side of Graham Road, fronting the Livingston House parcel. As such, EMH&T's survey work will only be performed along the eastern edge of Graham Road.

4. With respect to the grade drop-off in front of the Livingston House, EMH&T is assuming that a retaining wall will be necessary to accommodate the grade change between the Livingston House front yard and the roadside trail. The scope of services included in this proposal assumes that a modular, pre-engineered retaining wall will be used (Unilock, Redi-Rock, or Similar). If the City prefers a masonry wall with a stone or brick veneer, this can be added to the design at an additional cost.

5. It is anticipated that the multi-use trail improvements will require an easement from the Slate Ridge Business Park because the right-of-way is only approximately 9.5-ft behind the back of curb. This existing corridor is not wide enough to support an 8-ft wide trail per the City's Standard and allow for a minimum 3-ft tree lawn between the curb and trail.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

6. In 2016, EMH&T obtained survey along Graham Road for a storm sewer project, which overlaps a portion of the Graham Road Multi-Use Trail project corridor. To our knowledge, no other improvements that would have changed surface features or grades have occurred in this area since the time of that prior survey work. Therefore, the City of Reynoldsburg and EMH&T agree that this data will be repurposed for this project, thereby reducing the amount of fieldwork needed for the Graham Road Multi-Use Trail project by approximately 60%.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey
   a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
   b. Boundary Work – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits along the east side of Graham Road along the Slate Ridge Office Park parcel.
   c. EMH&T will prepare a legal description for one trail easement that is anticipated from the office park. If additional survey documentation becomes necessary through the course of design, additional fees may be requested. EMH&T will provide the legal description to the City for coordination with the property owner.
2. Trail Design
   a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
   b. EMH&T will prepare a horizontal alignment exhibit for the proposed trail improvements for coordination with the City and FCEO. Any comments received will be incorporated into the detailed construction drawings.
   c. We will prepare a site and grading plan for the proposed trail improvements to define the horizontal and vertical alignment of the trail. Proposed grading limits for the yard and roadside ditch area adjacent to the trail will be shown with spot elevations.
   d. EMH&T will prepare an intersection detail at the intersection with Palmer Raod and driveway replacement details along the trail alignment. It is anticipated that the trail will connect to the existing sidewalk at the 5-way intersection and that curb ramp and crosswalk modifications will not be necessary in that area.
   e. It is anticipated that some minor storm sewer improvements may be necessary to adjust the current drainage pattern to accommodate the trail improvements. EMH&T will prepare storm sewer plans and details where structure adjustments or piping of existing ditches becomes necessary.
   f. We will provide options to the City for the pre-engineered retaining wall system that will be needed adjacent to the Livingston House property and include these details and specifications in the plan set.
   g. The 75% design plans and opinion of probable cost will be provided to the City and FCEO for review and comment and a web-meeting will be scheduled to discuss the plans. The intent of this coordination effort with FCEO will be to ensure that the City's trail project is graded appropriately to match the alignment and grade of the proposed pedestrian bridge improvement that is being designed by FCEO. Please note that the trail design will

Attachment: Graham Road Trail Proposal (EMH&T) 4.15.21 (EMH&T Design Services Graham Road Trail/Sidewalk Extension)

be performed to City standards. In the event FCEO requests that Federal standards be used, these requests will be considered but may not be implemented.

h. EMH&T will make one submittal of plans to private utility companies. The plans will be designed to minimize or eliminate interference with overhead utility poles. Additionally, the depth of excavation should not be deep enough to affect buried utilities. Therefore, minimal utility coordination is anticipated.

i. EMH&T will prepare a sedimentation and erosion control plan for this project. No Ohio EPA Notice of Intent is anticipated since the earth disturbed area will most likely be under one acre.

j. Maintenance of traffic plans will be prepared showing temporary lane closures with flagger control as needed to allow construction to occur adjacent to the eastern roadway berm.

k. Typical trail section(s), plan details, supplemental project notes and specifications will be prepared.

l. A final plan set consisting of the following will be provided to the City for final review and approval.

   i. Title sheet, general notes, estimate of quantities
   ii. Typical section and project details
   iii. Proposed trail plan and grading details
   iv. Intersection and driveway details
   v. Storm sewer modification details
   vi. Sedimentation and erosion control plan
   vii. Maintenance of traffic details

3. Bidding Services

   a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:

      i. Bid document preparation
      ii. Advertisement preparation
      iii. Issuance of addenda, if necessary
      iv. Bid tabulation
      v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, subsurface investigations, geotechnical reports, structural retaining wall design, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

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

Attachment: Graham Road Trail Proposal (EMH&T) 4.15.21 (EMH&T Design Services Graham Road Trail/Sidewalk Extension)

the amount shown in the 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

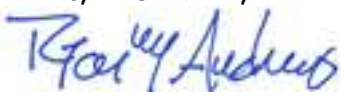
Description	Fee
Task 1: Survey	$5,790
Task 2: Trail Design	$26,990
Task 3: Bidding Services	$4,280
TOTAL FEE	**$37,060**

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

_____
Authorized Signature

_____
Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

Attachment: Graham Road Trail Proposal (EMH&T) 4.15.21 (EMH&T Design Services Graham Road Trail/Sidewalk Extension)

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

ORDINANCE REQUEST

DATE: **July 26, 2021**

TO: **Shanette Strickland, CouncilwomanPublic Service and Transportation Committee**

RE: **Design Services (EMH&T) Hill Road Methodist Cemetery Improvements**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE HILL ROAD METHODIST CEMETERY IMPROVEMENTS AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide survey, engineering, design, and assistance with bidding services for the Hill Road Methodist Cemetery Improvements; and

Whereas, the design will include the addition of a decorative fence, columns and gate to be consistent with the period and daily operations (mowing, security, etc.) of the cemetery and the surrounding area; and

Whereas, EMH&T will prepare a proposal for these services in the coming weeks, including an estimated construction cost estimate, which will be presented to City Council for review/approval; and

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

Whereas, the total cost for this project including design and construction is anticipated to be around $125,000.00 and funded through the America Recovery Act.

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

Section 1. That the Mayor authorize EMH&T to conduct surveying, design, engineering, and bidding services for the Hill Road Methodist Cemetery Improvements.

Section 2. That an amount of $26,300.00 be approved for EMH&T services to be taken from the unappropriated Capital Improvement Fund (CIP) (410) and be appropriated to account 410.000.0187.5602 Land Improvements.

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

Example of wooden picket fence and gate/entryway

Example of aluminum fence and brick column

EMH&T

Engineers, Surveyors, Planners, Scientists

July 14, 2021

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Hill Road Methodist Cemetery Improvements
Proposal for survey, design and engineering

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, design, engineering, and bidding services for the Hill Road Methodist Cemetery Improvements. We understand that the parking lot improvements will include the following:

- Accessible path from parking area to cemetery.
- Ornamental perimeter fence and piers to enclose the cemetery.
- Reconfiguration and paving of parking lot.

SCOPE OF SERVICES

EMH&T will provide survey, design, engineering, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within the cemetery and gravel parking area. We will also establish property boundary lines based upon public records research in combination with field located boundary markers.
2. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum.
3. Design and Engineering
    a. Review of existing site conditions, Record Plans, and GIS information.
    b. Creation of an electronic base map that is developed using topographic survey, GIS, record plan, and OUPS data.
    c. EMH&T will prepare up to three preliminary concepts for initial discussions to include:
        i. A meeting with City staff to review path, parking and perimeter fence options.
        ii. A single refined concept for staff approval to be used as the basis for engineering drawings;
        iii. A preliminary opinion of probable construction cost.
    d. From the approved concept plan EMH&T will prepare civil / site and landscape plan sheets for this improvement to include:
        i. Demolition Plan
        ii. Combined Site, Grading and Utility Plan
        iii. Landscape Plan
        iv. Other Miscellaneous Specifications and Details
    e. Submittals – EMH&T will prepare submittals at the 90%, and 100% design stage for coordination with the City, utility companies, and other project stakeholders identified by the City. The submittals will include progress plan sets and opinions of probable construction cost.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

Attachment: Hill Road Methodist Cemetery Design Proposal (EMH&T) (EMH&T Design Services Hill Road Methodist Cemetery Improvements)

The Scope of Services does not include the following items:

1. Bidding Services. This proposal assumes this project will be included as an alternate bid on the 2022 Street Program.
2. Construction management or inspection services – a follow-on proposal for these services will be submitted after bidding.
3. Geotechnical engineering / subsurface evaluations
4. Environmental permitting
5. Floodplain studies and evaluations
6. Permit fees
7. Renderings or 3D visualizations
8. Security system design
9. Irrigation system design
10. Signage and wayfinding design
11. Water and sanitary sewer service design

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

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 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.

Description of Service/Task	Fee
Surveying	$4,800
Design & Engineering	$21,500
TOTAL FEE	**$26,300**

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

Invoices will be submitted monthly and EMH&T services will be billed according to our contracted rate schedule.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4704 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Franco S. Manno, PLA, ASLA, LEED AP

Attachment: Hill Road Methodist Cemetery Design Proposal (EMH&T) (EMH&T Design Services Hill Road Methodist Cemetery Improvements)

Senior Landscape Architect
Associate

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

PO Number

Print Name/Date

Q:\Proposals\fmanno\2021\Reynoldsburg\Reynoldsburg - Hill Cemetery\Proposal -Hill Rd Cemetery 2021-07-14.docx

Attachment: Hill Road Methodist Cemetery Design Proposal (EMH&T) (EMH&T Design Services Hill Road Methodist Cemetery Improvements)