CITY OF REYNOLDSBURG

CITY COUNCIL

Committee Meetings
Regular Council Meeting

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

Barth R. Cotner

Monday, July 22, 2019 **Council Chambers**

FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

a. Finance and Administration Committee – Committee Meeting – July 8, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

a. ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOUCES DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY.

b. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS, FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES.

5. LEGISLATION FOR EMERGENCY ADOPTION

a. ORDINANCE REQUESTING COUNCIL APPROPRIATE $1,300,000.00 (ONE MILLION THREE HUNDRED THOUSAND DOLLARS) FROM THE UNAPPROPRIATED CIP FUND FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN EMERGENCY (First Reading 7/8/2019).

b. ORDINANCE AUTHORIZING THE APPROPRIATION OF $4,356.00 FROM AN ACCOUNT IN THE SERVICE DEPARTMENT TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY. (First Reading 7/8/2019).

c. ORDINANCE AUTHORIZING THE MAYOR TO CONTRACT WITH MEEDER INVESTMENT MANAGEMENT AND DECLARING AN EMERGENCY (First Reading 7/8/2019).

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
July 8, 2019

Chairman Barth R. Cotner called the meeting to order at 8:33 PM

Call to Order - Roll Call

PRESENT: Clemens, Cotner, Luzader, Spalding
ABSENT:

Approval of Agenda

Items 5a and 5b will be changed to items 4b and 4c, changed from emergency adoption to new legislation items. Motion seconded by Councilman Luzader, all voted in favor by voice.

Approval of Minutes

a. Finance and Administration Committee – Committee Meeting – June 24, 2019

RESULT:	**ACCEPTED**

NEW LEGISLATION/DISCUSSION ITEMS

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

Mr. Cicak: Chairman Cotner, President Joseph and members of Council. This legislation is asking for authorization for the Mayor to enter into agreement with Meeder Investment Services. Meeder is a register investment advisor. This is different than the way we do business now. We use brokers now. If you looked in your packet you would see the sample list of clients that Meeder handles. They are the City of Cincinnati, City of Columbus, City of Dublin, Vandalia, Aurora. They also handle Star, Ohio and Star plus for the State of Ohio. This removes an kind of broker relationship with anybody in the City of Reynoldsburg and puts all of our investments in the hand professionals.

Mr. Cotner: And how did you kind of get to this point. Tell what the process was.

Mr. Cicak: I, last November I started asking for permission where we could safe guard our investments with a custodial agreement. I studied the school boards portfolio of their arrangements with Red Tree. The different industry professionals that I talked to recommended Meeder. They also recommended Red Tree. They are both great firms. I negotiated with them a little bit better price.

Mr. Cotner: So you had a good relationship with both, just felt like the Meeder was the better way to go for our Community?

Mr. Cicak: Meeder beat them by just only 5 basis points. Which for this group its 10 basis points and the School Board pays 15.

Ms. Bryant: You mentioned Cincinnati also uses Meeder?

Mr. Cicak: Yes, the City if Cincinnati, there is a whole list that is in your packet. Cincinnati, Columbus, Dayton, there is a bunch.

Ms. Bryant: In terms of how is this being handled now, this, you said this is different then how it is being handled now.

Mr. Cicak: Now, we use brokers. If we use Meeder we have a fiduciary arrangement with them. And a brokerage only has to provide to us, in our treasury investment board report, or Treasury Investment Policy, what is permissible. If we use a professional advisor, they are able to see every investment that is legal for us to have instead of what just the broker offers. Kind of like how Nationwide Insurance Agent can only offer you Nationwide products. Our brokers can only offer what they get from their headquarter. Meeder will be able to look over the broad range spectrum of everything that's available and get us the best price. They did show me a couple of example of where I had the purchase of security, in which they were able to buy cheaper.

Ms. Bryant: In the list of cities, as far as the cities that have a size comparable to ours, have you talked to any?

Mr. Cicak: Talked to many of them. Even the smallest ones. There are some villages on here. All the way to Euclid, Celina, Alliance.

Ms. Bryant: What did you learn as a result of those conversations?

Mr. Cicak: That they are very happy with Meeder, they have a very good staff. They respond to you very quickly on what you want to do and things you are not comfortable with.

Mr. Spalding: Yea I think one of the other things I read in there and you just said it, fiduciary. A very important word. Because that makes them so much different. To be fiduciary, you have to by the law do what's in your best interest, not mine, not the company. I don't get to get extra commissions for things I have pushed to you, like a broker legally can do. Oh no not if you are fiduciary. You have to by law. And if for any reason you don't, you can lose all your licenses. So its a very heavy responsibility to be a fiduciary and all places out there that handle investments are not necessarily fiduciaries. Its a very special thing and I am glad you are working a relationship with a fiduciary. Its huge.

Mr. Cicak: Thank you. The fiduciary relationship also does not allow for campaign contributions to anybody that is elected. So I think that's pretty important as we go forward.

Ms. Bryant: I notice from the list of cities, none of them seem to be in our area. Do you know for example you know, what some of the other surrounding suburbs in Franklin County are using?

Mr. Cicak: Dublin is on it.

Ms. Bryant: Oh, I am sorry I missed that.

Mr. Cicak: But the big thing is they handle Star Ohio. Nearly every city and village in Ohio uses Star Ohio. Because that's where the state collects your taxes and puts it into that account for disbursement to the City.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 7/8/2019 7:35 PM**
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

ORDINANCE REQUESTING COUNCIL APPROPRIATE $1,300,00.00 FROM THE UNAPPROPRIATED CIP FUND FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN EMERGENCY --- Cotner, Spalding. .

Mr. Bowsher: Chairman Cotner, other members of Council. This is before you. 1.3 million dollars allocated from the CIP fund to be utilized fro capital improvement projects, ad the Community Center is. This is to include some additional amenities there were not included in the original account of the 28 million dollars that we bonded. These include outdoor furniture, pickle balls courts, outdoor slides, splash pads, some other aspects that we had valued engineered and were putting back in to elongate the process o the building as well as some of the other pieces of the building to including a roof top deck that we want to add back in to make it a long standing building. We are paying for it for 30 years, we want to make sure it lasts for 30 years. Currently the Y had a $350, 000.00 contingency budget. We know that there was $289,000.00 in known shortages that we had during the process. We wanted to make sure that will these upgrades it would be an additional $925,000.00 for add ons and upgrades. And the potential is from this 1.3 million dollars that we could potentially still get back 700k at the end of the project which would come from some of the contingencies that we potentially that we may not use as well as some of the bond interest back at the end of the project. So currently that is what that is for and I am here to answer any question that's I can.

Mr. Cotner: Thank you. You threw a lot of numbers out there real quick on the tail end of that. So could we just clarify a little bit of that, again there was not much contingency in this to begin with so it was a pretty aggressive, pretty aggressive budget to try make sure that everything was going to be met. By the standard contingency would have been about how much?

Mr. Bowsher: It depends, anywhere between 10 to 20%. Mostly 20% on a large project like this to ensure that we have that contingency or the overage as well as especially I you want o add on a building like this, where you have add ons, where you want to include other amenities, you want to increase that contingency so those can be added in as the process continues and as you hit benchmarks, some of those contingencies can be released back. But with a $350,000.00 contingency, it makes it really hard to add anything in there and it sort of dampers any construction in the process. So we want to make sure that were building it right, were building it correctly and were making sure that were adding n things that people expect from their community center.

Mr. Cotner: So the kind of the other part you talked in there, the upgrades were looking at with things like the splash pads, the slides, pickle ball, things like that, that are pretty significant.

Mr. Bowsher: And then there are some safety features that we needed to add in there. There is some aspect of fire safety prevention measures. If the building were to ever catch fire, we have radio systems that would reach the fire stations. So its a lot of safety measure that were taking in there. Were also adding additional non slip tile in sort of the <INAUDIBLE> and the bathrooms. These are things that we really, that really we needed to make sure that they are putting in there for safety reasons and to make sure were getting a good product out of the building. If you take that 20% contingency on a thirty million dollar building, your looking at a substantial amount. But if your taking just 20% of that, were right back where we started, which is what we are asking for tonight.

Mr. Cotner: Sure, ok. And then the potential to get some of that back, again would be at the tail end, which really isn't going to be known until we see where everything finishes out.

Mr. Bowsher: Correct. So with this, I wanted to give a little bit of cushion. I didn't want to count on that contingency that we already had. So when factoring this in, we talked to CT Consultants, Gilbane, we met through the administration, the Mayor, City Auditor and myself. We came together, we understood that we wanted to make sure that we could put all of the elements in there that was going to make a really really beautiful building and not to take away another other contingency that was already in there. The hope was that we come to Council once, we ask for the money and then get anything we get back, and it gets put back into that CIP fund. We have currently 7 million dollars in a CIP fund, so the 1.3 million dollars that we are asking for tonight is not taking away from any other projects that we currently have. This is money that is sitting in an account that is ready to be used for capital improvements project that we currently have right now across the street.

Mr. Cotner: And the other question on this too, just to kind of clarify. The YMCA is soliciting donations, contributions, naming rights that the City still has opportunities that could be used on some of these aspects as well?

Mr. Bowsher: They are. The original contract basically was the YMCA, If we are building this building and we turned it upside down and shook it, everything that falls out is the Y's responsibility. They actually came back when they knew that we are looking at some of these things and said we will help pay some of the coverage of the splash pad. So some of this, our 1.3 million, really were looking at probably about 1.6 million but they are going to pay a portion as well to help with that splash pad. We're basically building the outside structure and infrastructure to put it in place.

Mr. Cotner: I'll go out a little bit more, but last question from me right now, we think then, you know you mentioned you want to come to Council one time. Were not going to see you back in November saying hey looks like were short again on things. This is our contingency plus, so we are going to be good shape have everything and then some?

Mr Bowsher: We are. We are pretty substantial. Right now we do have an estimated completion of February, that's a full build out. We will probably have a ribbon cutting ceremony sometime in December, that would be substantial completion but there will be some fine tuning and fishing up in February. They will finish up with some of the outdoor pieces before. That's what were on, sort of in the winter time and then everything will be ready to go but this not a big rush for them to finish some of the outdoor stuff because you are not going to be utilizing it through December, through March anyways. So they want to make sure they get the substantial completion of the inside. So estimated completion February 20th.

Mr. Luzader: Thank you Chairman Cotner. I just wondered if you could explain a little bit about what valued engineering is. I mean I know a rough idea of like the splash pad and different things like that. Those are basic things saying if we start running short on money these are some of the things we are going to cut. And that's my perception of what value engineering is but could you explain just a little.

Mr. Bowsher: Yea its not necessarily cutting as so much it is curtailing some of the costs. So we talked about that tile. So basically what happened was, that was bid and specked out to be tile, it got changed to basically smooth concrete, however smooth concrete is very slick. That's something that we need to make sure were fixing when were adding back in there. Some of the other value engineering that we wanted to take out, was when they are talking about counter tops spaces they are using laminate. Except, that is going to peal within about 10 years so we wanted to make sure that we brought back to hard quartz counter top, hard structure. So its going to last the full life of the building. So when we talk about value engineering, those are the things that were talking about. Its not necessarily giving anything quite less, its just happen to utilizing other materials to save cost. But we want to make sure that we do that in a selective manner but there are still some things that we sort of missed that we want to make sure that we get back in.

Mr. Luzader: And one of the things you talked about was the radio service for the fire department is what I understand, that's proposed. That's proposed isn't it? Aren't they going to do a test and see if its actually needed?

Mr. Bowsher: That's $140,000.00. Its better safe than sorry to not mess with life safety. Its also written in the ORC that it is requires, there can be a test but its still going to go in.

Mr. Luzader: Ok. Well I mean I know Krogers is going it and number of the other buildings around that are going up.

Mr. Bowsher: It is, its a new legislation that they passed in 2015 I believe if not 2016. Its a $140, 000.00 unit because the building is real big. And basically what this is talking is its a radio repeater, so if they are inside of the building they need to make sure that they get signals outside of the truck and outside of the fire stations, if they cant, they are basically left in the building when its on fire. This is life safety not only for the people inside of it but also the fire fighters. SO $140,000.00 I think is worth any life.

Mr. Luzader: I understand so its something we don't end up with something like that twin towers where the radio officers couldn't communicate because things wouldn't work, ok thank you.

Ms. Bryant: You talked about some of the amenities being put back in, who took them out? And why were they taken out?

Mr. Bowsher: You know I cant necessarily really talk real deep into that, but what I will say these were always add on amenities that were never really accounted for. So when we bonded 28 million dollars, its what the auditor and the bond team figured out that we could fiscally pay for responsibly and not asking more. So we had to curtail some of those cost. These issues that were talking about right here, these were add ons that we potentially could look at, at a later date. Ultimately, the building if it build out to the full specs, was about a 34 million dollar building and some change. So we have brought it back down within those numbers, through some value engineering, through a selective of taking stuff out, putting stuff back in. This is to get some of the big stuff that we knew that we always wanted in the building but we did not have the funds to go ahead and do. Now that we are far enough along in the process, were going to take a look at it, we have evaluated it, we feel that these are really important aspects that we want to add in to make a really great product.

Ms. Bryant: Well some these that I have been hearing about today as far as like splash pad and the slide, you know those were all things, as far as I know, that were promised to the community in trying to get issue 11 passed in the first place.

Mayor McCloud: Yes, and that is why we are here. Some of these things need to be done now at a lower cost than later. Yea, certain things were promised. Certain things, the Y was not interested in, this is a partnership with a lot of moving parts. The Y doesn't really care too much about pickle ball courts, our senior citizens do, our citizens do so those kinds of things we have to take into effect. It is again a partnership with a lot of moving parts, not everything we wanted to do the Y is interested in, sometimes they said if you want it that badly, you will need to pick up the freight on that. The splash pad is going to be a partnership in some capacity. There is a negotiation and a balance of what the voters expect, what we said we would do and then what the Y is interested in. And sometimes those don't always meet neatly.

Ms. Bryant: Right, right. I guess I am wondering why they were removed from the initial expectation of 28 million dollars. You know, obviously when your building a project of this size, you know, I think most people expect things to end up a little over budget, a little off on the time line but 1.3 is kind of high.

Mayor McCloud: Well let me be clear, if you have never been around a construction project. 20% is a standard contingency, 20% would be 5.6 million. This is no where near close to that. Should the contingency been more, probably. Why wasn't it, I don't know, but this is where we are. And I had another thought and I lost it. The contingency should have been greater or we wouldn't even be here. I, a million dollars is a lot of money don't get me wrong, but in the scope of a 28 million dollar project, its a not a whole bunch. Anyways...

Ms. Bryant: I appreciate what your saying as far as the percentage, you know, its a small percentage comparatively speaking. However, you know its I think maybe the cost of Palmer Road. And I think there was a lot of expectation with issue 11, that the Y was always the carrot that we dangled. But I think most people had expected you know, that the roads would be the priority and I kind of feel like we are taking our eye off of that a little bit.

Mayor McCloud: I would respectfully disagree. We are doing Palmer Road in addition to a 2 million dollar street program and I can tell you the year before Issue 11 passed, our street program consisted of $500,000.00 in courts.

Ms. Bryant: I am aware, I'm aware.

Mayor McCloud: So, I guess I would respectfully disagree with that.

Mr. Baker: Speaking of roads. From what I was told the money that paid for the 1.3 million was going to come from, used from the gas tax that the City was going to be used for. And that's what I was told from our Auditor, I believe. No, I am just saying what I read, was that the money was going to come from the gas tax and that was the issue I was having. Were taking something that's meant for roads to be fixed and everything and putting it towards this.

Mayor McCloud: No, were not.

Mr. Baker: No, go ahead finish.

Mr. Cicak: <INAUDIBLE>

Mr. Baker: Well yea I have been trying, I am sorry I have been just got handed, I have been trying to look at, look at this but...

Mr. Cicak: <INAUDIBLE>

Mayor McCloud: And if I could add onto that, the gas tax doesn't go into the CIP.

Mr. Baker: Well I am aware of that. Because when Director Bowsher said we were using that CIP fund, it kind of threw me for a loop because it just came out today we were going to use the gas tax for the 1.3 million dollars. And another thing is, I remember meeting with then Service Director Sampson, and we discussed about what was going and what we would like to go in. And I do remember that splash pad was originally part and he said that was originally supposed to be, that was going in part of the, well now 28 million, I thought it was going to be a 35 million dollar building but now 28 million dollars. And so I expected that to already go in. I didn't know that was an amenities that was taken out and now its being considered to be put back in, I was unaware of that.

Mayor McCloud: I am sorry. Let me make two points. First of all, gas tax is not paying for this, that would be unlawful, Mr. Cicak would be going to jail. Secondly, we started this building, it would be like, hey I am going to build a house man, its going to be cool, I am going to have a swimming pool, I am going to have a waterfall. And you sit down with the architect and you see oh its going to cost that much. Ok well I need to cut back here, I need to make this smaller, I need to... So it really was not unusual in that we put everything in there that we could possibly think that people wanted and then said we cant afford that.

Mr. Baker: I mean I guess that's the issue. We didn't know that we could not afford that part. Until recently I was told we were getting that splash pad.

Mayor McCloud: We are.

Mr. Baker: Without getting added money, like it was part of the original money.

Mr. Skinner: Chairman Cotner might I make a comment. I wonder if maybe perhaps rising prices have contributed to this at all?

Mayor McCloud: There are, yes, there are steel, the steel tariffs, cost of steel has increased. And again, had we in, had we put in a 10% contingency instead of a miniscule amount, we wouldn't be here. This is not anything out of the ordinary other than it was not included as a contingency from day one. And yes that was very much, that's everything.

Mr. Skinner: <INAUDIBLE> Thank you.

Ms. Bryant: Do we know, do we have any concept as to how much those steel tariffs have hurt us on this project?

Mayor McCloud: I don't.

Mr. Bowsher: In addition to steel though you have rising labor costs. We are building and building and building in central Ohio so a lot of that labor force is spread out, its hard to get tradesman to come in there and when you do, the price of that labor is going up. So its making it across the board more difficult to build, not that we are not building.

Ms. Bryant: I think that the sticker shock that I am feeling today is because we have been led to believe for all these months that we were on time and on budget and to find out differently is disappointing.

Mayor McCloud: And as long as you refuse to see difference with the contingency then we are probably going to be on different sides of the equation. I understand it's a political year.

Mr. Clemens: Never thought I would make it. I understand what your talking about, the difference in adding and subtracting. But we have been sitting here talking about two things, is its going to be 28 million or is it going to be 34 million, what's it going to finish out at?

Mayor McCloud: 28.

Mr. Clemens: 28 Million. That's fine, that's all I wanted to know. Because we have been talking about the 34 and the 28.

Mayor McCloud: Its going to be 28 and some change. It's not going to be anywhere near 34. Ok. You dealt with contingencies. I mean you didn't put in like 1%.

Mr. Clemens: I understand. My wife spent that, you know.

Mayor McCloud: Well lets not go there.

Mr. Cotner: Yea we have heard Councilman Clemens lots of times with contingency.

Mr. Clemens: I just want to know because we have been jogging back and forth between 28 million and 34 million.

Mayor McCloud: It is no where near, no, it is not 34 million.

Mr. Clemens: That's all I wanted to know.

Mr. Cotner: Mayor McCloud, I think one of the concerns is just maybe some of the communication, I think that's probably some of the concern that seem to have appeared. Not pointing fingers by any means, but I think that's maybe some of the heart burn if you will a little bit.

Mayor McCloud: And when a member of my administration stands at this podium and says we are on budget, that was not an accurate portrayal and if you want to yell at somebody, yell at me.

Mr. Cotner: I didn't mean it to come across that way. I am sorry. I think that's just what, you know, I know. But that's what maybe some of the concern is, as Council woman Bryant said, we heard on time, on budget. To maybe have some questions to clarify, its really important that you are doing that so we appreciate the understanding and explanation of it all, so thank you very much for that. Like I said, it wasn't intended to be a shot at you, I'm sorry.

Mayor McCloud: No, no it wasn't.

Mr. Luzader: Thank you Chairman Cotner. I just wanted to point out that even our Street Program budgets and everything else, there is a 10% contingency in those, almost every single one of them

Mr. Cotner: Usually gets used up.

Mr. Luzader: Well, but like the Mayor said, if we had 10% built into this, we would still have a million and a half over top of what we are asking for now. But one other thing, and you said if we get money back out of the different contingency, this and that, whatever, it will go back into the CIP fund?

Mr. Bowsher: Correct, it will go back into the CIP.

Mr. Luzader: And I heard, Mr. Cicak mentioned that we could actually loan the money now out of the CIP fund. Is there anyway to guarantee the money goes back to the CIP fund. Is there anything we need to do to guarantee it goes back?

Mr. Bowsher: Yea, by law it has to because that's where its coming from. To be utilized, its going into a project account. So whatever is left remaining in that project account, we will put back in the CIP fund. Its going to be less than the 1.3, it absolutely is. And I will make this promise after taking over the project there for the Y in consultation with CT and Gilbane. Every Council meeting moving forward I'll give you an update. Let you know what's going on, what milestones we have reached, let you know sort of as we go along. It should have probably been done the entire time, that's a fault on us. To keep you all informed and I will make sure we do a better job of that moving forward.

Mr. Luzader: And I appreciate the update you gave us on Palmer Road too.

Mr. Cotner: Yea, I was going to say the same thing.

Mr. Clemens: Yea in the CIP, Its a very important situation for the City. And I think we should know what goes back in and what comes out. I mean that's something that we really count on. And I think that's sometimes a misunderstanding that we are going to spend this money out of the CIP where Council hasn't approved it. So as long as Council gets involved in where that money goes, I am fine with it. When it starts slipping out and we don't know about it, I am not happy about it then. And those things happen but that's what were checking for.

Ms. Bryant: Can we get some sort of commitment that every effort will be made to sell the naming rights to the building? Not just the building itself but you know, we call it the so and such locker room, the so and such weight room. I mean, you know if Ohio State can have the Abercrombie and Fitch Emergency Room, I think we can have get a few things like that.

<INAUDIBLE>

Mr. Bowsher: And I think that's something we could work with, with the YMCA, yea the Y is already doing it, so.

Mr. Cotner: Mr. Hood, I a sorry what was it you said, I apologize. No its important.

<INAUDIBLE>

Ms. Bryant: So, are we looking to the Y to drive the bus on that one.

Mr. Cotner: Yea, they've got a team of...

Mr. Bowsher: I mean, they have a philanthropy team.

Ms. Bryant: What role, if any, will the City have in that?

<INAUDIBLE>

Ms. Bryant: None. Ok.

Mr. Bowsher: And we will just be kept in the loop as a communication throughout the building process.

Mr. Hood: I shouldn't say none. We have the right to refuse <INAUDIBLE>

Ms. Bryant: Gee, why not?

LAUGHTER

Mr. Cotner: If your check is big enough.

LAUGHTER

Mr. Baker: I just want to clarify about pickle ball, splash pads and all this. That the Y didn't agree, like they didn't want it at first? I cant remember, that's why I was asking the question?

Mr. Bowsher: There was an ask that was made and the Y said you are on your own if you want to add these in. That would be great amenities but we are not going to be able to help with those.

Mr. Baker: Ok, well I mean I wasn't looking for them to help anyways since we are basically taking tax payer money and building them a building and they are running it, so if we want it, I just...

Mr. Cotner: Were building our community a community center. Were not building a building for the YMCA. This is the Reynoldsburg Community Center. They spent a lot of time saying we don't want an outdoor pool and we don't want a lot things that the City really pushed for.

Mr. Baker: I know what it is but to be honest if that's what the community wants, and excuse me I am taking this phrase from Mel, who gives a, who gives a hell what they want. I mean we're building it, this is what our community wants, either you run it or we find somebody else to do it. I guess that's just what I am just pissed off about because its more like we're telling somebody hell no we are not going to do this even though were the ones flipping the bill. I just got pissed off by that I am sorry.

Mr. Spalding. No, I'll go ahead and answer that. There is a reason why we dealt with the Y. Has nothing to do with a building. Everybody here right now here is focused on the building. Its all about whose going to run it? We have no one in this City that can sit there and run that building that costs of 3.4 to 3.5 million a year. That's why the Y is involved because they know what they are doing. That's why they partnered with us. And it's going to be paid through memberships as go up and they are going to make up the difference. Now think about that, that's a partner that's says wow, if we don't get the 3.5 million the first year, they are going to pay the difference. Are you kidding me, that's exactly the kind of partner you want to have. So I am glad that Y is here. Because we would build a building and it wouldn't last one year because nothing would be done. So that's why we did and I think we did it very wisely and I am glad we did.

Mr. Baker: And I am not arguing about not having the Y here...

Mr. Spalding: Yea, you did.

Mr. Baker: That's not what I was saying, no. I was saying they are trying to tell us what we can and cant have and were paying for it. What, I'm not saying that, oh the Y shouldn't be here. I am just saying, if that's what the residents want, were going to give it to him. Now you get on the bus or get off, one way or another this train is pulling through, that's what I am saying.

Mr. Cotner: And the YMCA wasn't telling us what they would or wouldn't or couldn't do.

Mr. Baker: Well that's kind of what I got from it so it kind of pissed me off a little bit, but I am not saying all the hell with the Y, that's not what I am saying. I am saying what the residents want, is what we should give the residents not what somebody else telling us what we should or should not have. And I am done.

Mr. Bowsher: Just on a final note, the Y is a great partner absolutely. In addition they've got 150 to 200 additional jobs that will be coming to the City. Also the primary care facility for the OhioHealth, those are income generating facilities that we are going to be able to provide for. So, we are not factoring that income in at all within this but these are added benefits to the City.

Ms. Bryant: Just one last one I swear to God. So we are now at 29.3, what is our level of conficdence that its not going to go any higher than that?

Mayor McCloud: It will not go higher because I don't want to do this again.

Ms. Bryant: Ok. Fair enough.

LAUGHTER

Mayor McCloud: And the only way it can go higher with all do respect, is if Council approves it. I mean believe me we said we want to do this once and not again. That is, that is the number.

Ms. Bryant: Alright.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 7/8/2019 7:35 PM**
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

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

Mr. Bowsher: Thank you Chairman Cotner. This 4356 is going to be going into the Tomato Festival account for the Parks and Recreation Department, this was the leftover from the Community Clean Up Day out of the Service Department.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 7/8/2019 7:35 PM**
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

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

ORDINANCE REQUEST

DATE: **July 22, 2019**

TO:

RE: ORDINANCE UNAPPROPRIATING $6,000 FROM ACCOUNT 110.582.5103 (HUMAN RESOURCES - WAGES PART-TIME) AND APPROPRIATE $6,000.00 TO ACCOUNT 110.534.5339 (CIVIL SERVICE - MISCELLANEOUS CONTRACT SERVICES) FROM THE UNAPPROPRIATED GENERAL FUND, AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of the City's government - having enough funds to pay for the unexpected expense of the Lieutenant's hiring process.

ORDINANCE UNAPPROPRIATING $6,000 FROM ACCOUNT 110.582.5103 (HUMAN RESOURCES - WAGES PART-TIME) AND APPROPRIATE $6,000.00 TO ACCOUNT 110.534.5339 (CIVIL SERVICE - MISCELLANEOUS CONTRACT SERVICES) FROM THE UNAPPROPRIATED GENERAL FUND, AND DECLARING AN EMERGENCY.

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

ORDINANCE REQUEST

DATE:	**July 22, 2019**
TO:	**Finance and Administration Committee**
RE:	Ordinance Authorizing Mayor to Enter into Contract with Viewpoint Cloud Solutions, for the Purchase of New Permitting Software and Related Services.

Approval:

Completed Brad McCloud	Pending Jed Hood	Pending Stephen Cicak

The Reynoldsburg Department of Development is Requesting, Council approval for the following:

1. Waive the competitive bidding process for this project. This purchase includes software that possesses specific capabilities to establish the collaborative effort with the other departments involved. The Consolidation works seamlessly with all involved departments utilizing the same software.

2. Purchase the Viewpoint Cloud Solutions software and the data conversion at a total cost of **$66,680.00** Cost broken down as follows:

4. Utilize funds from fund 5300 from the following departments: Building, Development, Service, Water, and Streets. This is a combined, and collaborative software which will replace the current systems, and interconnect with our GIS capabilities.

Development Department

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

Please see attachment for complete details.

Proposal Information

Created Date	7/8/2019	Contract Start Date	10/1/2019
Quote Number	201807-411	Contract End Date	9/30/2020

Municipal Information

Account Name	City of Reynoldsburg	Name	Andrew Bowsher
Billing Address	7232 E Main St Reynoldsburg, Ohio 43068-2080 United States	Phone	(614) 322-6831
		Email	abowsher@ci.reynoldsburg.oh.us

Investment Line Items

Product	Product Description	Product Code	Total Price
ViewPoint Cloud	For the Unlimited divisions/departments/disciplines (starting with Development (planning & zoning), Building (permits and code) and Service (streets, garage sale, special events) Accept online requests, route through workflows, manage approvals, collect payments, and issue permits. Allows for public inspection requests, inspection scheduling, mobile field inspections, and inspection reporting. Also you will be able to create renewal campaigns on any record type that is currently active in ViewPoint Cloud. • Unlimited Users • Support & Maintenance • All Hosting & Storage • All Updates & Upgrades Unlimited usage annually for the Department(s) and/or record types listed.	Annual Recurring	$44,880.00
ViewPoint Cloud Discount	Multi-department discount - Annual Recurring (ongoing)	Discount - Annual Recurring	($14,500.00)
ESRI Integration Support	ArcGIS Server 10.x web service accessible outside of the community's local intranet.	Annual Recurring	$1,200.00
Flag integration (per system) Ongoing Updates	Import a list of flags into ViewPoint Cloud.	Annual Recurring	$1,200.00
Master Address Table Annual Support	Integrate your Master Address Table into ViewPoint Cloud for a weekly import of all location information. This will replace the automated Google Maps Address Search. It will be the municipalities responsibility to provide ViewPoint with the file initially and ongoing for any updates. Requirements: Same as 1 time import, plus (at least) read-only any-time access to the MAT database which must contain the parcel properties latitude/longitude coordinates.	Annual Recurring	$2,400.00
Contractor Integration Support	Integrate ViewPoint Cloud with your contractor database to import licensed contractor information. *Small municipality discount (under 40k pop.) - 25% off monthly dues. Requirements: A clean contractor table including all information to be included on application forms.	Annual Recurring	$1,200.00
Discount	Annual Recurring Discount as noted above.	Discount	($300.00)
	ViewPoint will train administrative staff and provide implementation services for your first department (additional department deployment services may be requested for $7,500/department)		

Implementation & Deployment Services	ViewPoint will provide implementation services for the first department you subscribe for these services. This service spans the duration of department deployment from beginning to go-live, during which time ViewPoint will set up your records as we collaborate on tailoring the system to suit your community. Intended for 1-3 administrators and/or your Project Manager. ViewPoint Cloud will provide professional services consulting and best practice recommendations, delivered remotely. This involves interacting with your project manager and at times department(s) staff for setting up record types for the department(s) and covers forms, fees, attachments, workflows, access rights & document outputs. Additional sample curriculum includes: • Defining citizen service goals • Developing an online permitting strategy • How to customize forms and workflows • Testing & Training best practices	One Time	$13,000.00
Discount		Discount	($3,900.00)
End User Education Course	For 2 End User Sessions Expert assistance from a ViewPoint education specialist. Intended for end user staff. Price per department for single 2-hour end-user training webinar + recording. End Users will learn necessary skills to perform their jobs in the ViewPoint Cloud environment.	One Time	$2,500.00
ESRI ArcGIS Server Integration	Integrate ViewPoint Cloud with your ArcGIS Server. This will replace all Google Maps views with your published ESRI map.	One Time	$1,000.00
Flag integration (per system)	Import a list of flags into ViewPoint Cloud. (per system/dataset)	One Time	$1,000.00
Master Address Table One Time Import	Import all of your location information from your Master Address Table into ViewPointCloud. This will replace the automated Google Maps Address Search. Requirements: A clean master address table including all of the community's location information and must contain the parcel properties latitude/longitude coordinates, as well as at least 1 unique ID field. ViewPoint does not take responsibility for 'dirty' data.	One Time	$2,000.00
Contractor Integration	Contractor list provided by State of Ohio and made available in the software Integrate ViewPoint Cloud with your contractor database to import licensed contractor information.	One Time	$1,000.00
Historical Data Migration	Migrate historical department data from BDS (in a clean state) **Additional scoping may be required** Please refer to Notes Below	One Time	$7,000.00
Historical Data Migration	Migrate historical department data from New World (in a clean state) **Additional scoping may be required** Please refer to Notes Below	One Time	$7,000.00

Total Investment from Items Above

Total Price	$66,680.00

Notes

For the Unlimited divisions/departments/disciplines (starting with Development (planning & zoning), Building (permits and code) and Service (streets, garage sale, special events)

Data Migration and File Requirements:

Import of permits and associated data from a report (or series of reports) exported by the community's current permitting system that conform to the technical requirements outlined by ViewPoint. The data migration is subject to the requirements summarized in the "Notes" section below.

- Each migration must have a central records file with a unique ID and all information that is 1 to 1 with each record.
- All many-to-one information (i.e. payments, inspections) must be provided in separate files with each item referencing the unique ID of the corresponding record
- Files must be provided in a flat-file format (csv, txt, or xlsx) with column headers in the first row. Names of files should indicate their contents

- The file must not contain extraneous rows which do not represent data to be migrated (e.g. summary data such as record counts, totals, etc.)
- For flat files, fields must be appropriately delimited and text should also be appropriately delimited and escaped
- The community must also provide a data-dictionary defining how the provided data fields should be mapped to fields in ViewPoint Cloud and whether any provided fields should be omitted from the migration.

The scope of data migration includes:

- Records (Permits, Licenses, etc.)
- Applicant data
- Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the community's address integration)
- Fees and Payments (will be migrated as form data)
- Inspections (will be migrated as form data)
- Contractors, Work Description and other Form Data
- Other Multi-Entry form data

The scope of data migration does not include:

- Cleaning of any corrupted data
- Creation and linking of applicant accounts
- Integration of historical fees and payments into workflow or financial reports.
- Logs of permit changes
- Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections).
- Permit Attachments
- Import of contractor database
- Creation of projects or other relationships between permits

ViewPoint Contact

Prepared By	Carl Anderson	Expiration Date	9/30/2019

By signing below, you hereby agree to the ViewPoint Cloud Terms of Service and will be billed according to the terms therein. The terms of service can be found here - http://viewpointcloud.com/terms-of-service/. ViewPoint's Privacy Policy may be found here - http://viewpointcloud.com/privacy-policy/. Annual recurring costs not to exceed 7% increase per year.

Signed ______________________________ Date ______________________________

Printed Name ______________________________ Title______________________________

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

ORDINANCE REQUEST

DATE: **July 22, 2019**

TO:

RE: **This legislation is for the immediate needs of continuing the Reynoldsburg YMCA Community Center project. Currently this additional 1.3 Million, will cover costs associated with value engineering, splash pad, outdoor slide, pickle ball court, outdoor furniture, rooftop deck, and other pieces of the building which were subsequently taken out during construction to curtail rising costs of materials, labor, and steel.**

Approval:

Completed Brad McCloud	Skipped Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: financial needs of continuing the project in a timely manner.

Request Council Appropriate $1,300,00.00 from the Unappropriated CIP Fund (410) to Account (410.000.0148.5611 - Building) to Cover Costs Associated with the Reynoldsburg YMCA Community Center.

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

ORDINANCE REQUEST

DATE:	**July 22, 2019**
TO:	**Finance and Administration Committee**
RE:	**Ordinance Authorizing the request to unappropriate $4,356.00 from account 110.448.5303 Community Events Service Department, and return to the unappropriated General Fund. In addition appropriate $4,356.00 from the unapprpriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: To cover cost's associated with the Tomato Festival.

Ordinance Authorizing the request to unappropriate $4,356.00 from account 110.448.5303 Community Events Service Department, and return to the unappropriated General Fund. In addition appropriate $4,356.00 from the unapprpriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.

Ordinance Authorizing the request to unappropriate $4,356.00 from account 110.448.5303 Community Events Service Department, and return to the unappropriated General Fund. In addition appropriate $4,356.00 from the unapprpriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.

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

ORDINANCE REQUEST

DATE:	**July 22, 2019**
TO:	**Finance and Administration Committee**
RE:	**This ordinance authorizes the Mayor of the City of Reynoldsburg to enter into a contract with MEEDER INVESTMENT MANAGEMENT. THE TREASURY INVESTMENT BOARD AGREED AND VOTED ON THIS JUNE 25th 2019**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

<u>For the Immediate Financial Investment needs of the City of Reynoldsburg</u>

This legislation provides the financial portfolio of the City of Reynoldsburg to be managed by Meeder Investment Management.

MEEDER
INVESTMENT MANAGEMENT

Meeder Public Funds Advisory

Customized Investment Portfolios

Prepared for

Stephen Cicak
City Auditor
Reynoldsburg, Ohio

AGENDA

- Firm Overview
- The Meeder Process
- Review & Recommendations
- Value Add

Firm Overview

Who we are

FIRM OVERVIEW

- Founded in 1974
- Registered Investment Advisor
- Over $18 billion in assets under management and administration (as of 6/30/18)
- Customized solutions for states, counties, cities, schools, townships, libraries, higher education, and special districts.
- Seasoned Investment Team
  - CFAs, CMTs, CAIAs, PRM, FRM, CCM
- Award winning Fixed Income Team

MEEDER INVESTMENT MANAGEMENT

REGISTERED INVESTMENT ADVISOR

Registered Investment Advisor

- Provides full-service investment advice
- Has fiduciary responsibility

Broker

- Purchases financial products on behalf of another for a commission
- Has a suitability requirement

Definition of "Fiduciary" - fi·du·cia·ry - noun

- In law, a person in a position of authority whom the law obligates to act solely on behalf of the person he or she represents and in good faith.

Source: Merriam-Webster

MEEDER INVESTMENT MANAGEMENT

SAMPLE CLIENTS

Ohio City Clients

City of Alliance	City of Celina	City of Hamilton	City of Orrville
City of Amherst	City of Chardon	City of Heath	City of Painesville
City of Ashland	City of Cincinnati	City of Kent	Village of Silver Lake
City of Aurora	City of Columbus	Jackson Township	City of Solon
City of Barberton	City of Dayton	City of Lorain	City of Stow
Village of Barnesville	City of Defiance	City of Middletown	City of Strongsville
City of Bedford	City of Dublin	City of Napoleon	City of Twinsburg
City of Bowling Green	City of Elyria	City of New Philadelphia	City of Vandalia
City of Brecksville	City of Euclid	Village of North Baltimore	City of Vermilion
City of Brunswick	City of Forest Park	City of North Ridgeville	City of Wadsworth
City of Bucyrus	City of Fremont	City of Norwalk	City of Willoughby
City of Cambridge	City of Galion	City of Oberlin	City of Wooster
City of Canton	Granville Township	City of Ontario	City of Zanesville

THE MEEDER DIFFERENCE

CUSTOMIZATION

Each client situation is **unique**. We construct portfolios to fit the needs of our clients, not place our clients in predetermined portfolios that may or may not fit their needs.

HOLISTIC APPROACH

Our investment approach takes a look at the **entire financial picture** of an entity. For example, we will not only help you determine how to invest your portfolio, but how much should be invested, how long should you be investing, and if your bank rates are competitive.

INVESTMENT MANAGEMENT

The **markets change and your investment strategy should too**. We monitor all permissible asset classes in order to make sure you are receiving as much value as possible out of your portfolio. Additionally, Meeder has access to **over 100 brokers** to give you full access to the markets, working to get you the best prices available.

ONGOING PARTNERSHIP

We view the investment of your dollars as a partnership. After the initial investment has been made, we are committed to **regular meetings to discuss changes to the financial needs of your entity**, changes to state funding, and new projects your entity may be getting ready to undertake.

COMPLIANCE MONITORING

Meeder utilizes a portfolio management system complete with compliance monitoring to make sure that you are **always in compliance** with both the laws of your state as well as your investment policy.

Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. **Investment Management Services**. Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment**. Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization**. Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody**. Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions**. Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

6. **Brokerage**. Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation**. Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Solicitor Arrangements**. Meeder accepts Clients referred through unaffiliated introducing advisors ('Solicitors") and Meeder Public Funds, Inc. may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., in connection with Client's Account. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

10. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third-parties for opening, administering or advising certain financial products offered to advisory clients, including STAR Ohio and STAR Plus. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian.

12. **Electronic Delivery**. Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

13. **Confidentiality**. All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

14. **Services to Other Clients**. Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

15. **Meeder's Representations**. Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

16. **Client's Representations**. Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

17. **Term**. This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

18. **Limitation of Liability**. Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons

even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

19. **Assignment**. This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

20. **Amendment**. This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

21. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

22. **Severability**. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

23. **Affiliates**. To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.	CITY OF REYNOLDSBURG
Jason Headings	Bradley L. McCloud
BY	BY
Sr. Vice President	Mayor
TITLE	TITLE
SIGNATURE	SIGNATURE
DATE	DATE

MEEDER INVESTMENT MANAGEMENT

Meeder Public Funds

Schedule of Fees

As of January, 2019

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Discretionary Accounts	
Assets Under Management	**Annual Advisory Fee**
Up to $25,000,000	0.10%
$25,000,000 - $50,000,000	0.08%
$50,000,000 - $100,000,000	0.06%
Over $100,000,000	0.04%

Investment advisory fees are subject to minimum fee of $5,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.