



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

CITY COUNCIL

Committee Meetings Regular Council Meeting

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

Bailey Sparks
614-322-6805

Monday, July 22, 2019

Council Chambers

CITY COUNCIL MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – June 24, 2019
 - b. City Council – Special Meeting – June 25, 2019
 - c. City Council – Regular Meeting – July 8, 2019
- 4. APPROVAL OF AGENDA**
- 5. COMMUNITY COMMENTS AND REQUESTS**
- 6. COMMUNICATIONS**
 - a. Clerk of Court Report
- 7. REPORTS**
 - a. Reynoldsburg Division of Police Second Quarter Report

8. MOTIONS

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

9. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE TO AMEND ORDINANCE 112-18 ADOPTED ON SEPTEMBER 19, 2018 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. (First Reading 9/10/2018). --- Spalding. Development Department.
- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 174 PROCEDURE FOR Selection of Design Professionals; AND DECLARING AN EMERGENCY. (First Reading 7/8/2019). --- Luzader. Public Service and Transportation Committee.
- c. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR; AND DECLARING AN EMERGENCY. (First Reading 7/8/2019). --- Luzader. Public Service and Transportation Committee.
- d. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR COLLECTION BY THE LICKING COUNTY AUDITOR; AND DECLARING AN EMERGENCY. (First Reading 7/8/2019). --- Luzader. Public Service and Transportation Committee.

- e. ORDINANCE REQUESTING COUNCIL APPROPRIATE \$1,300,000.00 (ONE MILLION THREE HUNDRED THOUSAND) FROM THE UNAPPROPRIATED CIP FUND FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN EMERGENCY (First Reading 7/8/2019). --- Cotner, Spalding.
- f. 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). --- Cotner. Finance and Administration Committee.
- g. ORDINANCE AUTHORIZING THE MAYOR TO CONTRACT WITH MEEDER INVESTMENT MANAGEMENT AND DECLARING AN EMERGENCY (First Reading 7/8/2019).

10. LEGISLATION FOR FIRST READING

- a. ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE HUMAN RESOURCES DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE CIVIL SERVICE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.
- b. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH VIEWPOINT CLOUD SOLUTIONS, FOR THE PURCHASE OF NEW PERMITTING SOFTWARE AND RELATED SERVICES. --- Cotner. Finance and Administration Committee.
- c. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

11. LEGISLATION FOR SECOND READING

- a. ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE (1) 2019 FREIGHTLINER 300 W.B. DIESEL WITH AIR BRAKES FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS FROM THE UN-APPROPRIATED 285 FUND--ENDOWMENTS TO A FUND IN THE PARKS & RECREATION DEPARTMENT (First Reading 7/8/2019). ---
Spalding. Development, Parks and Recreation Committee.
- b. ORDINANCE AUTHORIZING THE ALLOCATION OF FUNDS TO THE REYNOLDSBURG DEVELOPMENT ALLIANCE (RDA) A COMMUNITY IMPROVEMENT CORPORATION (CIC) (First Reading 7/8/2019). ---
Spalding. Development Department.
- c. ORDINANCE TO AUTHORIZE THE BOUNDARY LINE ADJUSTMENT WITH THE CITY OF COLUMBUS, BRICE ROAD. (First Reading 7/8/2019). ---
Spalding. Development, Parks and Recreation Committee.
- d. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS OF CHAPTER 505 Animals and Fowl: PHASE 1 (First Reading 7/8/2019). ---
Bryant. Public Safety, Law and Courts Committee.
- e. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS CHAPTER 505 Animals and Fowl; PHASE TWO (First Reading 7/8/2019). ---
Bryant. Public Safety, Law and Courts Committee.
- f. ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO DAVIDSON DRIVE; APPROPRIATING FUNDS THEREFORE. (First Reading 7/8/2019). --- Luzader. Public Service and Transportation Committee.
- g. ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN STORMWATER INVESTIGATION STUDIES AND PRELIMINARY ENGINEERING AT VARIOUS LOCATIONS; APPROPRIATING FUNDS THEREFORE. (First Reading 7/8/2019). --- Luzader. Public Service and Transportation Committee.

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

President of Council Doug Joseph called the meeting to order at 7:50 PM

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

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – June 10, 2019

RESULT:	ACCEPTED
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Approval of Agenda

Mr. Joseph: I would like to add the West Licking Joint Fire District Report by Councilman Spalding.

ALL VOTED IN FAVOR BY VOICE

Community Comments and Requests
Communications

AUDITOR'S REPORTS-FEBRUARY, 2019

See attached reports

AUDITOR'S REPORTS APRIL, 2019

See attached report

Reports

WEST LICKING JOINT FIRE REPORT - MAY

Councilman Spalding summarized the West Licking Joint Fire Report Statics for the month of May. See attached report.

Mr. Baker: I have been looking at the overall district response time and that is very impressive that, out of all the runs they have done, the overall time is under 5 minutes. That's impressive.

Mr. Spalding: Thank you Stacie, I appreciate it.

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

Motions

RESOLUTION RECOGNIZING THE CITY OF REYNOLDSBURG AS A WELCOMING CITY THAT CELEBRATES THE GROWING DIVERSITY OF ITS RESIDENTS AND ACKNOWLEDGES THAT REFUGEES, IMMIGRANTS, AND ALL NEWCOMERS ENHANCE THE CULTURE AND THE ECONOMY AND ACKNOWLEDGING WORLD REFUGEE DAY ON JUNE 20, 2019. --- Bryant. City Council.

Ms. Bryant: Thank you President Joseph. June 20th this past week was World Refugee Day and we had a member of Reynoldsburg community go t Washington D.C. and be able to participate in that on a large scale basis and I think most of us here, tat have been here awhile, have recognized in the last seven or eight years we've had a growth in our population of new American from a variety of places. And we have seen more restaurants, businesses, stores popping up, which is contributing to the growth of our City and we certainly need to acknowledge and appreciate that from our new community members. And so I would like to introduce this Resolution on behalf of our new Americans in Reynoldsburg. We do have a few Speakers that would like to come up, we will start with Bhuwan Pyakurel. If you will state your name and address and limit your comments to three minutes.

Mr. Pyakurel: Good evening everyone. My name is Bhuwan Pyakurel, I live at 8386 Ashlyn Place, Reynoldsburg, Ohio. First of all I would like to thank you, thank American for giving me a second chance to live my full life. At one point of time, 29 years ago, I was considered less than a human by a dictator and I spend 18 years of my life in a refugee camp in Nepal. Had it not been America and American people I would be still spending my hellish life in the refugee camp. Because of the welcoming nature of this country, I can lead my full life today and proudly call myself as a citizen of this land, thank you America. So today, I want to appreciate and thank Council member Bryant and all the City Council for bringing this Resolution and making Reynoldsburg a real welcoming city for me, my community and all the people of this nation. And I would also like to recognize Jeff from Council member Remy's office from City of Columbus, coming and recognizing and participating in this event, thank you Jeff. And at the same time I also like to thank Senator Tina, at one point of time she also is a former refugee and being here with us today and being part of this celebration. One refugee today is celebrated today not for being a refugee but and this is a celebration because refugee went through several different hurdles and now today that we can be considered and we are a citizen like all other, like a human being like all other. So thank you and I appreciate it, thank you so much, thank you.

Ms. Bryant: Thank you. Next we have, and I apologize because I am not going to say this correctly. Jhuma Acharya. Ok, I am so sorry, thank you.

<INAUDIBLE>

Mr. Acharya: Good evening <INAUDIBLE> Council members. I consider myself to be lucky to stand in front of you today to say that I am a proud American. Most part is being said by Bhuwan, that is bad thing of being second speaker because that is pretty much what I was willing to say. I came as a refugee to this country 9 years ago. I still call myself at a former refugee, I

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

came from Bhutan and I call myself as a Buckeye today. It is all because of the people like you who welcome us, after a hard time of spending our years and years of life in a refugee camp. So I take this moment to thank you for being so generous to welcome people like me who are having difficulties in life, outside of the United States, giving them a second chance to here. Once again thank you very much and I feel so privilege so lucky to be here in this great nation. Thank you.

Ms. Bryant: Thank you. Yashoda.

Ms. Siwakoti: Hello, my name is Yashoda Siwakoti and I am from Nepal but I got to school at ESTEM.

Ms. Oli: Hello, my name is Laxmi Oli, I am a member of Student Council and I am currently a junior in High School. I am here today to talk about my life as fellow refugee. To start off many refugees around the world are obligated to make ruthless decision like what items to carry as they flee from their own homeland. There are countless reasons as to why people are forced this unimaginable circumstance such as fleeing from oppression, multiple forms of exploitation, war and etcetera. On the other hand, many have left their homeland for life changing opportunities and freedom. From my standpoint from being a refugee, I can relate to the difficulties numerous individuals have to face when adapting to a new place. I, along with my family moved to the United States 9 years ago. The first and foremost struggle we encountered was a language barriers and a difficult curriculums. Communicating in English was a difficult task to follow. I come from a background where English was taught as a secondary language. But as I started to go to school in American and make friends, I emerged myself in a climatized new language, culture and customs. Thanks all to all my teachers and classmates who assisted me to overcome the difficulties that came in living in the United States as a refugee. I also want to thank my parents for giving their country and leaving their life behind so I would have a successful future. It is all because of their generousness that I am able to stand here today and speak to you all. Moving to a new country was one of the toughest decision for my life, for my family and I, yet turned into the best decision of our lives due to new opportunities we received regarding education, jobs and etcetera. Lastly, I would like to address that I am proud to be refugee because that is a badge of strength, courage and victory. Thank you all coming here today and have a great evening.

Ms. Siwakoti: Again I am Yashoda Siwakoti, and I was born in a refugee camp in Nepal. I stand here before you today to celebrate the courage, strength and determination of refugees around the world who fled their troubled homeland in search for a better life for themselves and their children. As a refugee myself, I can personally attest to the difficulties many like myself have faced when settling in a new country. With language and culture barriers being some of the most prominent. When I arrived to the United States nine years ago, I did not know a word in English or any cultural norms. It was only with the help of my classmates and teachers, that I was able to adapt and overcome any challenges that came with living in America as a refugee. I am very great full to my parents who gave up their life so that me and my sister could be proud of our future. It is thanks to these kind hearted souls that I am able to stand here and address you all today. Before I end my speech, I would like to remind everyone that it does not take much effort

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

to make an immigrant feel at home a new country. A simple hello is enough to make them feel included and invited in this world. I would like to thank everyone for coming and I hope you all have a wonderful evening, thank you.

Ms. Bryant: One of the reasons that this resolution is important to me is I have the privilege in the last three or four years to spend time getting to know many of you that are here tonight, members of the new American community here in Reynoldsburg and I don't think that any of us really understand what you have been through. Some of the background stories that I have heard from Senator Maharath in regard to her family, Bhuwan Pyakurel regarding your experience, it sounded like hell on earth getting through those refugee camps. And to you know, do what needs to be done to survive those refugee camps takes more than strength, and it brings you here to us to where you appreciate American values and that you are assimilating into our community, becoming our neighbors, our friends and I wanted to make sure as a community that you understood that, that means a lot to us here in Reynoldsburg, you add value to what we have here today and I want to thank you for that. With that I would like to read the resolution.

MS. BRYANT READS THE RESOLUTION FOR WORLD REFUGEE DAY

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

LEGISLATION FOR EMERGENCY ADOPTION

74-19

ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

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

75-19

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 160.08(A)(2) ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

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

76-19

RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

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

LEGISLATION FOR SECOND READING

77-19

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 160.01; 160.02; 160.03 AND 160.08 --- Bryant. Finance and Administration Committee.

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

LEGISLATION FOR THIRD READING

78-19

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. --- Clemens. Public Safety, Law and Courts Committee.

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

79-19

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

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

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

Executive Session To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official

Reconvene at 10:09 PM after completion of executive session.

Adjournment

Adjournment at 10:10 PM

Doug Joseph, President of Council

Clerk of Council

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES SPECIAL MEETING
REYNOLDSBURG CITY COUNCIL
June 25, 2019

President of Council Doug Joseph called the meeting to order at 8:02 PM

7 Council Members present, Mr. Clemens absent.

Executive Session

Recess at 8:02 PM

Reconvene at 10:22 PM

Adjournment

Adjournment at 10:23 PM

Doug Joseph, President of Council

Clerk of Council

Minutes Acceptance: Minutes of Jun 25, 2019 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

President of Council Doug Joseph called the meeting to order at 9:12 PM

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

ABSENT:

Approval of Minutes

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

Mr. Joseph: I am asking that we hold these for two weeks. They are incomplete at this time, we still have to add additional meeting on the adjournment so I'd like to hold those for two weeks.

ALL VOTED I FAVOR BY VOICE

RESULT:	HELD
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Approval of Agenda

Mr. Joseph: I have two changes. We are going to change item 9c to 10l and 9d to 10m, since those items initially were listed for emergency adoption, they are only going to be for first read.

ALL VOTED IN FAVOR BY VOICE

Community Comments and Requests

Ms. Klein: Good evening, first I would like to say Mel Clemens, you have been what every home owner in any City would hope that they had out there for them. You and I have not agreed on lots of stuff buddy. But you have always been there and thank you very much for your time. And I know its been as long as I have been in this City.

Mr. Clemens: Thank you.

Ms. Klein: Ladies and gentleman, my name is Jane A. Klein and I live at 7053 Retton Road in Huber Subdivision. My husband Ray and I have lived in our home 46 years and have raised our 2 sons in this home. The reason for this little doo-da speech tonight is because I have heard in my little ears something about chickens. So I decided that I would come down and talk to you about chickens. I was raised on a 40 acre farm in up state New York along Lake Ontario. My family raised sheep, pigs, chickens, rabbits and two or three beef cows. These animals were raised for food, for our large family and all 8 of us <INAUDIBLE> children worked to keep all the animals clean and fed and happy. Each spring we had to clean the chicken coop because they hens had been inside the coop most of the winter. And now was the time to clean. Chicken poop stinks. Bad. Each year at least one of us girls got lice from cleaning hen house. Chickens are very susceptible to lice and other bugs too. Big ones. The most chickens I remember having at one time was 10 and no rooster. And they were noisy. Have you ever seen a bunch of ladies without their men? All of the time pecking and clucking to say nothing o the chicken poop everywhere and when an egg was laid, there was always a loud

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

announcement from miss hen. Reynoldsburg is a city, folks. And farm animals are farm animal, not city animals. Chickens and other poultry are farm animals. We live in close quarters here and for my neighbor to have chickens along with a chicken coup, even though I have a privacy fence, with their small, noise, bugs, to say nothing of the resale value of my home going down the drain. I am concerned and I know others are too. Fortunately, I have found the Huber Subdivision here in the City of Reynoldsburg has a restriction against any farm animals and all, and all poultry for Huber Homes, and let me read it to you here. I had to sign it along with everything lese we had to sign when we bought our house many millions years ago. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets mzy be kept provided they are not kept, bred or maintained for any commercial purpose. And this is something which we had to sign and its...

Mr. Joseph: If you could wrap up because we are over 3 minutes now.

Ms. Klein: Pardon?

Mr. Joseph: If you could wrap up please, we are over the three minute limit.

Ms. Klein: Oh, want me to stop, ok.

Mr. Joseph: Well our rules say for three minutes, so. But if Council members have questions, you could obviously answer those.

Ms. Klein: Ok. Now you got me really confused. I am getting older you know. If you decide to allow rewording of the code and allow chickens and other poultry to be raised here in this City, whose going to say how big a chicken coup can be? And whose going to check and make sure the size, make sure the size is to code? There are people three doors from me that have a yard full of junk. They are across the street too, another yard full of junk. Where is the code people there? With all the crazy junk in the front yard down on Haft Drive, we finally saw that disappear after many, many years and I am sure it wasn't up to code and the only reasons its gone is because the house sold. My point here is that the City cannot keep up with code violations that are blatantly out there now and if you allow farm poultry coups and all other problems they bring, the real City dwellers are not going to be happy. Thank you very much for listening, I am sorry took up your time sir.

Mr. Joseph: Thank you, very much.

Communications

CLERK OF COURT REPORT

The clerk read the report into the record. See attached.

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

RESULT: **READ INTO THE MINUTES**

Reports
Motions

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY ADOPT THE RESOLUTION IN SUPPORT OF THE 2020 CENSUS, AND THE REYNOLDSBURG COMPLETE COUNT COMMITTEE --- Cotner. City Council.

Mr. Bowsher: This motion, I know the census director had came out and spoke to us earlier. I am the liaison here for the City of Reynoldsburg for the census. Basically, anytime we get one individual that we missed, that cost the City upwards of potentially \$16,800.00. So, we have a growing new American population as we found out last Council meeting. We have an increase in our population since the 2010 census. I think that you find that we are probably over 40,000 residents strong within the City. Well above sort of some of the estimates that we are coming at. So it is imperative that we complete this complete committee. Get an accurate count and it will potentially help us secure, not only seats here in the state of Ohio but also promptly upwards of 880 billions dollars in federal funds that's available fro grants that we really should go after more prevalent in the future. So with this, I would just like to have this motion passed, were going to be selecting a count committee based with local representation out of a few different sub-committees that we are formulating now with the census bureau. And then the hope would be that were going to have some kiosk here at City Hall. We will have different language dialects. I have been told that there will be Nepali guidelines as well to help with our new American population here within the City. And then our hope and goal is that we can get everybody counted digitally or here within City Hall at one of the kiosks.

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

MOTION TO APPOINT MOLLIE PRASHER AS CLERK OF COUNCIL

Council President read the motion into the record

Mr. Joseph: Council interview 6 very qualified individuals for the new clerk of council and Ms. Prasher really stood out as someone who would be able to hit the job running due to her 15 years experience as the Clerk of Council in Granville, Ohio. And I was very pleased to pass onto her that she was the choice of Council for fill this important vacancy.

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

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

MOTION THAT THE MAYOR BE AUTHORIZED TO ADVERTISE FOR BIDS FOR BUILDING PROFESSIONALS FOR CONSULTING CITY PLAN REVIEW, AND CHIEF BUILDING OFFICIAL SERVICES FOR 2019 TO 2021 --- Spalding. .

Mr. Bowsher: I promise this will be the last time you see me up here. This motion is for the Mayor to be authorized to advertise for bids. Basically, we currently already have this in place now. WE use Tool and Associates for CBO duties as well as master plans review. This is to potentially renew that contract and to add a secondary now that we don't have a CBO on staff, its really good to sort of separate the tasks, keep the cost under as well as keep the time low. Basically, right now were running at about two and half weeks of turn around, I think we can get even better with secondary one, so the goal would be to have a primary and a secondary for this. Very similar to what we have with our engineering services. But this is what this motion would be for.

Mr. Luzader: Thank you President Joseph, just one quick question and it goes along with what I asked you earlier. Do your fees that we charge, building individuals, corporations, companies, whom ever comes in and gets permits, would these potentially cover the vast majority of this?

Mr. Bowsher: Yea, I mean we will know there, when they submit their RFP or their RFQ we will get what they are talking about within in this document that we will have that we are submitting, that I think was attached to this motion. It basically says that they need to write out for each service that they are proving that we are requesting, they have to have an accurate dollar amount set to that and we will basically base off of that. We already know what Tool and Associates is, they are on an ongoing you know, month to month basis right now because they are technically out of contract, so the goal would be to potentially retain them and then find a secondary.

Mr. Luzader: But what I am getting at is will, does our permit fee schedule coincide or coordinate with that they are charging. I know we don't know what the new charge will be but what they are charging now.

Mr. Bowsher: Correct, other administration fee, basically what happens is depending on how the service would take, how many times it needs to be re-reviewed, those are passed onto the resident. Its not something that were set that the City pays for and were being sort of reimbursed for so as that comes in, we get it and then that goes into the plan review. Because its very unknown that those cost might be. And in fact it actually ends up working out better in the residents favor by doing this.

Mr. Luzader: Ok, thank you.

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

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

LEGISLATION FOR EMERGENCY ADOPTION

80-19

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

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

81-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM PHASE 2 CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND MAIN STREET PARKING LOT IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

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

LEGISLATION FOR FIRST READING

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

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:31 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:31 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:30 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:30 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:32 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:30 PM

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

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:32 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:32 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:33 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:33 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:33 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:32 PM

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

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 8, 2019

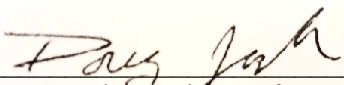
RESULT: REFERRED TO COMMITTEE

Next: 7/22/2019 7:32 PM

EXECUTIVE SESSION TO DISCUSS THE PURCHASE OF REAL PROPERTY FOR PUBLIC
PURPOSES

Motion made by Mr. Skinner and seconded by Councilman Spalding. All voted in favor by voice.

Adjournment



Doug Joseph, President of Council

Clerk of Council

Minutes Acceptance: Minutes of Jul 8, 2019 7:35 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: July 22, 2019****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING JUNE 2019**

I am submitting monies collected from the courts held on 6/6, 6/13, 6/20 and 6/27/19. 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)	\$ 11,166.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 14,817.00
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Sub-Total (To General Revenue Fund)		25,983.00
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Computerization Needs Fund	(#211.4510)	\$ 2,150.00
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Enforcement & Education Fund	(#293.4616)	\$ 75.00
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Sub-Total		\$ 2,225.00
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Total Amount Submitted		\$ 28,208.00
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Clerk of Council**Bailey Sparks****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6805 phone****Departmental Report**

DATE: **July 22, 2019****TO:****CC:****RE:** Reynoldsburg Division of Police Second Quarter Report

See Attached Report

Reynoldsburg Division of Police

Chief David M. Plesich, Esq.

Quarterly Report –2nd Quarter 2019



Quick Shots

Website Tab

COLD CASE FILES

RPD is seeking your assistance in solving

Clean up Day



Ofc. Fulton

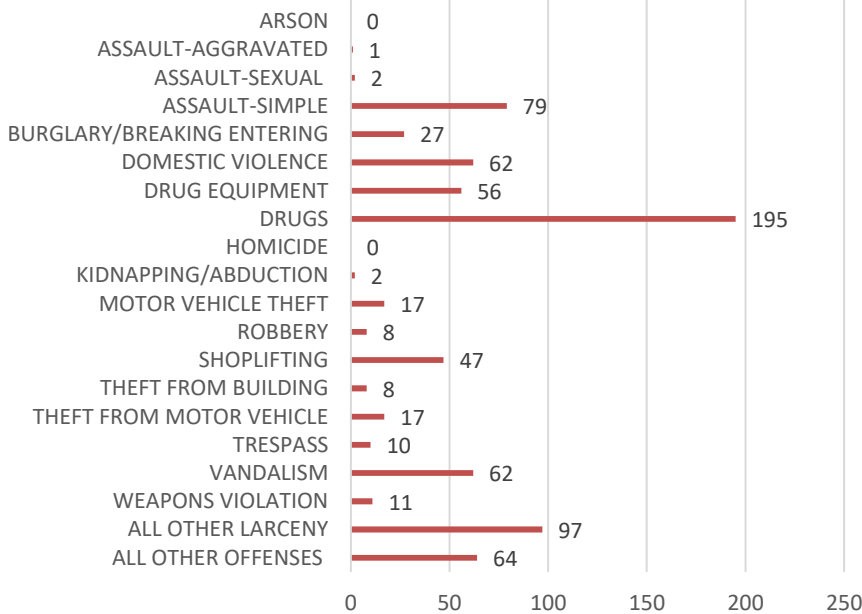
Ofc. Evans



Illumination

Highlights & Trends for This Quarter

QUARTER 2 OFFENSES



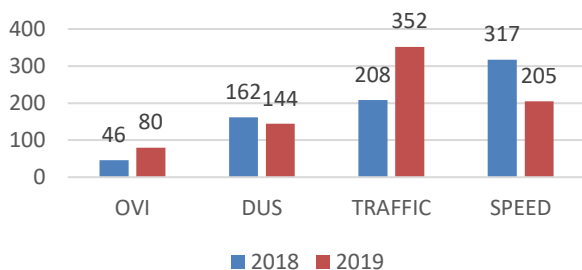
RPD promotes Tamara Jackson to the rank of sergeant. Congrats, Tammy!!



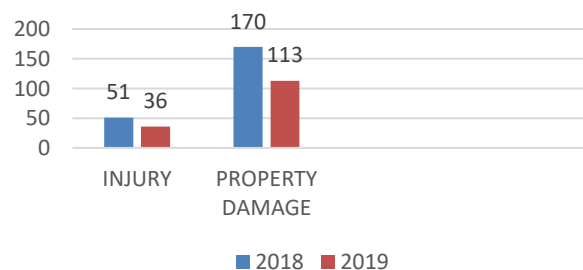
Tammy's son pins on her new sergeant badge! Sgt. Jackson was posted to B Company with Sgt. Evener.

Attachment: 2019-07-22 RPD 2nd Quarter Report (RPD Quarterly Report)

Traffic Citations



Traffic Crashes





Highlights

Ofc. Tony Hines is awarded a Community Service Award from Bhuwan Pyakurel of the local Bhutani community.



Ofc. Ronan and Brutus Buckeye at Light Ohio Blue event.



Four new officers join the team!

We are pleased to welcome four new officers, two of whom began the CPD Police Academy on June 17:



ANDREW BOSLEY DONOVAN BEVER ROBERT KING MAYOR MCLOUD BLAKE DUNCAN

A COMPANY SAYS: "NOT TODAY, BANK ROBBERS!"



RPD OFFICERS CONVERGE ON KEY BANK ROBBERS IN JUNE

Det. Riley interviewed by local news:



The Reserve Officer program got boost when we picked up retired CPD motor officer, David Pulvermacher



Attachment: 2019-07-22 RPD 2nd Quarter Report (RPD Quarterly Report)

Clerk of Council**Bailey Sparks****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6805 Phone****MOTION REQUEST**

DATE: July 22, 2019**TO:****RE: That While Council is in Recess for the Month of August, 2018, the Clerk of Council be and is Hereby Authorized and Directed to Return Any Liquor Permit Requests Received, Marking Them ‘Without a Request for Hearing’, as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing. If a Hearing is Required, a Special Meeting of Council Will be Called.**

Approval:

Brad McCloud

Jed Hood

Stephen Cicak

Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: July 22, 2019**TO:****RE: Motion to Recess the Month of August 2019**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: July 22, 2019****TO: Development Department**

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

Approval:

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

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

Ordinance to Amend Ordinances 112-18.

These amendments are to expand the geographical area, and fix the tax distribution within JEDD
4. The JEDD boards and township trustees have passed this legislation

PETITION OF BUSINESS OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being all of the owners of business(es), operating with the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levies in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City.

The undersigned further agrees that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without agreement of the Township.

Date: MARCH 4, 2019 PETCO REAL ESTATE,
LTD

Business operating within Parcel
No. 010-018138-01.000; +/- 14.12 acres

By: Ronald L. Petty
Print Name: Ronald L. Petty
Title: Managing Member

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

PETITION OF PROPERTY OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being all of the owners of the property identified below located within the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levied in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City.

Additionally, the undersigned property owner(s) state and represent that there are not business owners within the meaning of R.C. 715.72 located on their property unless there is also provided a properly executed Petition of Business Owner(s) signed by such owners. Finally, the undersigned agree that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without the agreement of the Township.

Of the 16.02 acres 12.5 will be petitioned to the JEDD per the attached exhibit A.

Date: March 4, 2019 PETCO REAL ESTATE,
LTD

Owner of Parcel No. 010-018138-01-000; +/- 14.12 acres

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

By: Ronald L Petty
 Print
 Name: RONALD L PETTY
 Title: MANAGING member
 Date: MARCH 4, 2019 PETCO REAL ESTATE,
 LTD

Owner of Parcel No. 010-025596-00.000; +/- 0.90 acres

By: Ronald L Petty
 Print
 Name: RONALD L PETTY
 Title: MANAGING member
 Date: MARCH 4, 2019 PETCO REAL ESTATE,
 LTD, having taken title as

PETCO REAL ESTATE LLC

Owner of Parcel No. 010-021756-00.000; +/- 1.00 acres

By: Ronald L Petty
 Print
 Name: RONALD L PETTY
 Title: MANAGING member

Exhibit A

Total Area in the JEDD is 12.50 acres.

PETITION OF PROPERTY OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being the owners of the property identified below located within the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levies in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City.

Additionally, the undersigned property owner(s) stated and represent that there are not business owners within the meaning of R.C. 715.72 located on their property unless there is also provided and a properly executed Petition of Business Owner(s) signed by such owners. Finally, the undersigned agree that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without the agreement of the Township.

Date: _____, 2018

Owner of Parcel No. 010-018264.00-001; +/- 149.69 acres

By: _____

Print Name: _____

Title: _____

Date: 11/29, 2018

Warner Farms Development, Ltd
Owner of Parcel No. 010-018132.00-000; +/- 133.99 acres

By: J. Anthony King

Print Name: J. ANTHONY KING

Title: TRUSTEE

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

PETITION OF BUSINESS OWNERS

To: Township of Etna (Licking County), Ohio

The undersigned being the owners of business(es), operating with the Etna-Reynoldsburg Joint Economic Development District – 4 (the “JEDD”), as described in the Joint Economic Development District Contract (the “JEDD Contract”) by and between the Township of Etna (the “Township”) and the City of Reynoldsburg (the “City”), hereby petitions, requests, and approves, the creation of the JEDD in accordance with the provisions of the JEDD Contract.

The undersigned hereby specify that copies of (a) the JEDD Contract, (b) the description of the area or areas to be included in the JEDD (the “Description”), including a map in sufficient details to denote the boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and (c) an economic development plan for the JEDD (the “Economic Development Plan”) consisting of a schedule for the provision of the new, expanded or additional services, facilities or improvements identified in the JEDD Contract for the JEDD, and a schedule for the collection of an income tax to be levies in the JEDD, are available for inspection in the offices of the Fiscal Officer of the Township and the Clerk of Council of the City. The undersigned further agrees that they will not seek to opt out of, withdraw from, be excluded from, or prevent the establishment of, said District hereafter without agreement of the Township.

Date: _____, 2018

Business operating within Parcel
No. _____; +/- _____ acres

By: _____

Print Name: _____

Title: _____

Date: 11/29, 2018

NONE
Business operating within Parcel
No. 010-018132.00-000; +/- 133.99 acres

By: J. Anthony King

Print Name: J. Anthony King

Title: TRUSTEE

Attachment: 20190520134515908 (Amend 112-18 JEDD 4)

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2019, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and CRG Acquisition, LLC, a Missouri limited liability company, its affiliates, successors, nominees and/or assigns (collectively, “CRG”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with CRG (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (the “JEDD Contract,” substantially in the form attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the JEDD includes the entirety of the Project Site, as well as approximately 13 additional acres located adjacent to the Project Site (the “Retail Project Site”); and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (the “TIF Resolution”, substantially in the form attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, the Board of Education of the Southwest Licking Local School District (the “School District”) has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District’s waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township and CRG are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by CRG in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation – The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD for the Project Site Only (Not Including the Retail Project Site) and TIF

A. The City and the Township have entered into the JEDD Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The City and the Township shall cause the JEDD Board of Directors (the “JEDD Board”) at its first meeting to adopt a resolution to levy an income tax at a rate of two percent (2.0%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2.0%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2.0%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking School District Payment (“SWLSD Payment”), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount totaling no less than five percent (5%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The SWLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 25% of the Gross Revenue. The SWLSD Payment shall be due for a period of not less than 30 years.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to fifteen percent (15%) of the Net Revenue; (2) to the Board Improvement Account, an amount equal to twenty percent (20%) of the Net Revenue; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for the CRG Project Area for 30 years, and ten percent (10%) of the Net Revenue thereafter, and for the Petco Retail Project Area five percent (5%) of the Net Revenue for 30 years; (4) to the Career and Technology Centers of Licking County (“C-Tec”), an amount equal to five percent (5%) of the Net Revenue for 30 years; (5) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.3. of the JEDD 4 Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the County, C-Tec, TID and the SWLSD Payment pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

E. CRG agrees to expend up to \$5,200,000 to construct or cause to be constructed, or to contribute toward the construction of, public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)) that are within the JEDD, that are contiguous to the JEDD, or that benefit

the JEDD. From revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with CRG and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – CRG for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by CRG or its designees in accordance with this subsection 2.E. CRG hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)). The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account and TIF service payments, and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments (after a portion of the TIF service payments are paid to the School District and Joint Vocational School District as provided in the TIF Resolution) shall be deposited into the Etna/CRG Account (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund No. 3 to be created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to make public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)) that directly benefit the parcels comprising the JEDD, including but not limited to public infrastructure improvements to be constructed by CRG in accordance with this subsection 2.E.

b. The parties hereto agree that with respect to the amounts to be paid to CRG by the JEDD Board from amounts deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township, from revenue generated by the Retail Project Site, or others) (the “Net BIA Deposit”), the reimbursement paid to CRG for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 500,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until CRG is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. CRG shall receive as a reimbursement from the Township a sum equal to 60% of the amount deposited into the TIF Account until CRG is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year.

c. Except as provided in Section 2.E of this Agreement with respect to public infrastructure improvements made by CRG, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the JEDD Improvements Account, provided that all such improvements must be made within the Township.

F. The City and the Township agree that the JEDD Contract shall continue in existence for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may

be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the District, one member representing the persons working within the District, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any property from the JEDD without the prior written consent of CRG, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement to CRG, its successors and/or assigns as described in Section 2(E)(b) hereof.

3. Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or CRG in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD Contract; provided, however, this section shall not prohibit CRG from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. CRG Agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by CRG to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion.

D. The Developer agrees to pay the Township, or the appropriate established fund for the development of a Township park or other recreational or beneficial use by Etna Township, the amount of \$10,000.00 per year for a maximum of 50 years, commencing 12 months after the issuance of the first Certificate of Occupancy at the Project site. Alternatively, at the election of the Township, the Developer agrees to file a petition (the "Petition") pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter "NCA") inclusive of the Project site, which Petition would provide for such payment. Further, provided that the Township and Developer can agree upon additional terms acceptable to both, then such terms shall also be added to and provided for in the establishment of such NCA.

4. Cooperation by Property Owner

A. CRG agrees to support the establishment of the JEDD Contract and to refrain from using any resources in opposition to the establishment of the JEDD Contract.

B. CRG agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. CRG agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and to prohibit lessees and assignees from challenging the validity of the JEDD Contract or the JEDD income tax. The parties acknowledge that CRG cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies – The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by CRG to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. The School District is an intended third-party beneficiary of this Agreement with respect to any payments to be made to the School District hereunder with a right to enforce such provisions.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the “Key Agreements”): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and CRG, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party

seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:
Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:

President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:
 John Albers, Esq.
 Albers and Albers
 88 North Fifth Street
 Columbus, OH 43215

If to the City, to:

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

With a copy to:

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

If to CRG, to:

Terry Barnes
 Vice President - Development
 CRG
 2199 Innerbelt
 Business Center Drive
 St. Louis, MO 63114

With copies to:

Sarah Davis, Esq.
 Associate General Counsel, Project Strategy and Implementation
 CRG
 2199 Innerbelt
 Business Center Drive
 St. Louis, MO 63114

And to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Township Attorney, Etna Township,
Ohio

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

CRG ACQUISITION, LLC, a Missouri limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of CRG Acquisition, LLC, a Missouri limited liability company, on behalf of the limited liability company.

Notary Public

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Licking County, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Development and Compensation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
Licking County Fiscal Officer

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Development and Compensation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Development and Compensation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Exhibit A to DC Agreement

Form of CRA Agreement

Attachment: CRG - Development and Compensation Agreement - Etna Phase II- CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

Exhibit B to DC Agreement

Form of JEDD Contract

Attachment: CRG - Development and Compensation Agreement - Etna Phase II- CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

Exhibit C to DC Agreement

Form of TIF Resolution

Attachment: CRG - Development and Compensation Agreement - Etna Phase II- CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

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A

Attachment: Exhibits as Approved on May 7 (Amend 112-18 JEDD 4)



1	JOB NUMBER CLV003	THE CUBES @ ETNA 70 JEDD EXHIBIT	HULL Environment / Energy / Infrastructure	NO.	PLAN	ISSUE	REVISION	DATE	DRAWN AST	CHECKED AES	DATE 02/06/2019	0 150 300 HORIZONTAL SCALE IN FEET	

Exhibit B

Etna-Reynoldsburg Joint Economic Development District #4
JEDD 4 Area- The CRG Project Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
Warner Farms Development Ltd.	Hazelton-Etna Rd., Etna, Ohio 43062	A portion of 010-018132-00.000	128.90			

Exhibit B-1

Etna-Reynoldsburg Joint Economic Development District #4
JEDD 4 Area- The Petco Project Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
Petco Real Estate, Ltd.	10271 Hazelton-Etna Rd., Etna, Ohio 43062	A portion of 010-018138-01.000	14.12 (10.6)			
Petco Real Estate, Ltd.	10287 Hazelton-Etna Rd., Etna, Ohio 43062	010-025596-00.000	0.9021			
Petco Real Estate, LLC	10353 Hazelton-Etna Rd., Etna, Ohio 43062	010-021756-00.000	1.00			
Warner Farms Development Ltd.	Hazelton-Etna Rd., Etna, Ohio 43062	A portion of 010-018132-00.000	4.4 +/-			

Exhibit "C"

**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT – 4**

Attachment: Exhibits as Approved on May 7 (Amend 112-18 JEDD 4)

TABLE OF SECTIONS

<u>Section</u>	<u>Title</u>	<u>Page</u>
SECTION 1.	DEFINITIONS.....	3
SECTION 2.	BOARD OF DIRECTORS AND OFFICERS.....	3
A.	Composition of Board of Directors.....	3
B.	Officers; Election Procedure.....	4
C.	Duties of Officers.....	4
D.	Meetings of the Board of Directors.....	5
E.	Resolutions.....	6
F.	Powers and Duties.....	6
SECTION 3.	PUBLIC NOTICE RULES FOR MEETING.....	8
A.	Meetings.....	8
B.	Formal Action.....	8
C.	Notice of Meetings.....	8
SECTION 4.	ADVISORY COMMITTEES.....	11
SECTION 5.	CONDUCT OF MEETINGS.....	11
SECTION 6.	DISTRICT FUNDS.....	11
SECTION 7.	AMENDMENTS.....	12
SECTION 8.	TRANSITION.....	12

**BYLAWS
GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT – 4**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2019, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions. Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers. As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. Officers; Election Procedure. The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. Duties of Officers.

1. Chairperson. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. Vice Chairperson. The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. Secretary. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by

the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

4. Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

5. Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

- D. Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year, provided that the first meeting of the Board shall be held on or before _____, at which time the Board shall determine its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

All meetings of the Board, and the mailing address of the Board shall be Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188.

- E. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.

- F. Powers and Duties.

1. Prior to November 15 in each Fiscal Year, the Board of Directors shall

adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
 - e. make determinations concerning any matter relating to the District

and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
 1. Posted Notice.
 - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall

and Etna Township Hall.

- b. Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- c. Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

2. Notice to News Media.

- a. Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- b. Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- c. In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news

media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

3. Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such

notifications were given or unsuccessfully attempted to be given.

- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay unless the Board, in its discretion, resolves to pay a stipend to members of the advisory committee. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings. All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds. The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that

may be under the custody of the Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments. These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to the Township and to the City.

Section 8. Transition. In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on the _____ day of _____, 2019.

ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT – 4

Secretary

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**BY AND BETWEEN****CITY OF REYNOLDSBURG****(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO****AND****ETNA TOWNSHIP (LICKING COUNTY), OHIO****Dated as of****_____, 2019****Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)**

JEDD 4

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	3
Section 1.1 Definitions	3
Section 1.2 Interpretations	4
Section 1.3 Captions and Headings	5
ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT	6
Section 2.1 Creation, Name and Territory	6
Section 2.2 Contracting Parties	6
Section 2.3 Purpose	6
Section 2.4 Addition of Areas to the District	7
Section 2.5 Contributions	8
ARTICLE III THE BOARD	12
Section 3.1 Board of Directors	12
Section 3.2 Officers and Compensation	12
Section 3.3 Powers, Duties, Functions	13
ARTICLE IV JEDD INCOME TAX	18
Section 4.1 JEDD Income Tax Agreement	18
Section 4.2 Disbursements	19
Section 4.3 SWLSD Payment	21
Section 4.4 Provisions	22
ARTICLE V TERM OF CONTRACT	23
ARTICLE VI MISCELLANEOUS	25
Section 6.1 Fiscal Year	25
Section 6.2 Reports and Records	25
Section 6.3 Entire Agreement, Amendments	25
Section 6.4 Periodic Review	25
Section 6.5 Support of Contract; Signing of Other Documents	26
Section 6.6 Annexation, Property Taxes	26
Section 6.7 Binding Effect, Opt-Out	27
Section 6.8 Counterparts	27
Section 6.9 Severability	28
Section 6.10 Governing Law	28
Section 6.11 Insurance	28
Section 6.12 Notice and Payments	29
Section 6.13 Defaults and Remedies	29
Section 6.14 Other Providers	29
Section 6.15 Captions and Headings	29
Section 6.16 Applicability of City Ordinances	30
Signature Page	31
Fiscal Officers' Certification	32

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 2019, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 4 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 145.80 +/- acres depicted in Exhibit A and more particularly described in Exhibits B and B-1, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A, B and B-1 to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

"JEDD" means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

"JEDD 4 Fund" means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this

Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"SWLSD" means the Southwest Licking Local School District,

"SWLSD Payment" means the amount described in Sections 4.2.1.1. and 4.3 hereof,

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term "heretofore" means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district (“JEDD”) in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the “Etna - Reynoldsburg Joint Economic Development District - 4.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit “A” and more particularly described in Exhibits “B” and “B-1” attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the “County”) and does not include any “parcel of land” (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The Parties also

acknowledge that the Township has successfully used an economic development structure, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, and 3, involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Nothing in this Section, however, obligates the Township or District to allocate any Net Revenues to any School District.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" and "B-1" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" and "B-1" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. Fire Protection and EMS Services: The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A", "B" and "B-1"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective

safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;

2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;

2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.

2.5.2.3.8. The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

2.5.3.1.1. Sanitary Sewer Services Within the JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.2. Potable Water Services Within the JEDD District. It is anticipated that all qualified customers located within the JEDD District shall be able to connect to and receive potable water services

from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with the City without the consent of the Township .

The City shall hold all records or documents of the District for safe keeping. The City shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the

City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City or Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, or for any other costs incurred by either the City or Township, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1. Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall be compensated for their services as Board Members at the rate of \$100.00 per meeting, or such lesser amount as the Board shall determine by Resolution. Such sum shall not be paid until the District has accumulated revenues in the "Administrative Expense" Account established under Section 4.2.1.2. hereof, or from the Board Improvement Account, established under Section 4.2.2.2. hereof, at the Board's discretion. The Board shall have authority to increase such pay by Resolution, at its discretion, but such increase shall be in conformance with Ohio Law as pertains to "In-term Pay

Increases”. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall, along with the Chairman, constitute the Officers of the Board) from among its members: a Vice-Chair, and a Secretary. The Board Member appointed by the City as Board Member No. 1 shall, for the duration of this Contract, serve as Treasurer of the Board without further action of the Board, provided, however, that the Board, by majority vote, can resolve to appoint a different Board Member as Treasurer. Except for the Treasurer, these officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings shall be held at the offices of the Township. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for “cause”, which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;

3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.

3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made.

3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, including the Township, or with any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements which benefit the District or the Township. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD and to improve the economic welfare of the people of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

ARTICLE IV

JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide

that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the income tax of the District (the “Administrator”), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

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

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

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

4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long-term maintenance of the District, in the amount of five percent (5%) of the Gross Revenue.

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

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

4.2.2. From the Net Revenue:

4.2.2.1. Fifteen percent (15%) to the City of Reynoldsburg;

4.2.2.2. Twenty percent (20%) to the Board Improvement Account;

4.2.2.3. Five percent (5%) to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 4 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.

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

4.2.2.5. The County Payment

4.2.2.5.1. The CRG Project - During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the CRG Project Area only. Thereafter, upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall be ten percent (10%) of the Net Revenue.

4.2.2.5.2. The Petco Project (Retail Only- No CRA tax abatement applicable. Includes a portion of the CRG Project Area as set forth on Exhibit A and B-1 being 4.4 +/- acres) – During the first thirty (30) years from the effective date of this Contract, five percent (5%)

to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the Petco Project Area only. Upon expiration of thirty (30) years, then said five percent (5%) payment to the Licking County Commissioners shall cease and terminate and such percentage shall revert to and be added to the sum paid to the Township under Section 4.2.2.6.

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

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 4 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

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

Section 4.3 SWLSD Payment

4.3.1. The CRG Project - The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3.1., to twenty-five percent (25%) of the Gross Revenue derived from the levy of the income tax provided for herein on the CRG Project Area only. The SWLSD Payment shall be due for thirty (30) years commencing on the effective date of this Contract, and terminating thirty (30)

years thereafter. Upon termination of such Payment, said Payment shall thereafter revert to and be added to the sum paid to the Township under Section 4.2.2.6.

4.3.2. The Petco Project (Retail Only- No CRA tax abatement applicable. Includes a portion of the CRG Project Area as set forth on Exhibit A and B-1 being 4.4 +/- acres) - The “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3.2., to five percent (5%) of the Gross Revenue derived from the levy of the income tax provided for herein on the Petco Project Area only. The SWLSD Payment shall be due for thirty (30) years commencing on the effective date of this Contract, and terminating thirty (30) years thereafter, provided, however, that such payment shall not exceed the duration of the term of any Tax Increment Financing (TIF) implemented by the Township on the Petco Project Area. Upon termination of such Payment, said Payment shall thereafter revert to and be added to the sum paid to the Township under Section 4.2.2.6.

Section 4.4 Provisions The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney’s fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined in a final adjudication, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on JEDD as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract except that the Annexation Agreement referenced

in Section 6.6 hereof shall remain in full force and effect. In the event that this Contract is terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided proportionately between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the

purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the 23rd day of December, 2015, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the 23rd day of December, 2015. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties

acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect, Opt-Out. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and the Developers, CRG Acquisitions, LLC, Petco Real Estate, LTD., and Petco Real Estate, LLC, its affiliates, successors, nominees and/or assigns (collectively, the “Developers”), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by the Developers to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 4 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD 4 Contract CLEAN VERSION- 5-7-19 (Amend 112-18 JEDD 4)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: July 22, 2019****TO: Public Service and Transportation Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Amending Chapter 174
Procedure for Selection of Design Professionals; AND DECLARING
AN EMERGENCY.**

Approval:

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

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

In order to get ahead for next year's design and engineering, and due to the holiday break, this would be necessary to send the contract out to bid before 2020.

Ordinance authorizing the amendment of chapter 174, Procedure for selection of design professionals for consulting services.

Changes to Chapter 174, to better suit the needs of the city, and how it operates currently. Effectively changing the RFQ process from two years to four, and updating and including the city engineering services which are currently being done under the same contract.

CHAPTER 174

Procedure for Selection of Design Professionals for Consulting City Engineer Services

- 174.01 Evaluation of qualifications.
- 174.02 Biennial contracts.
- 174.03 Public announcement of contracts.
- 174.04 Timetable for selection process.

174.01 EVALUATION OF QUALIFICATIONS.

(a) The evaluation of qualifications of ~~design professional(s)~~ engineering firms applying for the position of “consulting city engineer” shall be by a committee of ~~five~~ six consisting of the Mayor, Director of Public Service ~~or~~, Director of Parks and Recreation, ~~City Engineer~~ Director of Development, and two members of Council as designated by Council.

(b) The qualification evaluation criteria shall be in accordance with a Consultant Evaluation Form, as prepared by the ~~City Engineer~~ Director of Public Service, and as approved by the Mayor and City Attorney.

~~(c) The evaluation of proposals for specific projects submitted by the City's qualified design professional(s) shall be by a committee of five consisting of the Mayor, Service Director or Parks and Recreation Director, the City Engineer, sponsoring Councilperson (chair), and Division Superintendent.~~

~~(d) Proposals shall be evaluated in accordance with a proposal evaluation form, as prepared by the City Engineer, and as approved by the Mayor and City Attorney.~~

~~(Ord. 65-08. Passed 10-13-08; Ord. 06-16. Passed 2-8-16.)~~

(c) The selection committee will review the submitted qualifications packages and select the highest scoring firm to serve as the primary “consulting city engineer” and select a second firm to serve in this role in the event that the primary firm has a conflict of interest.

(d) The selected firm(s) will provide general consultation services, capital improvement planning, design, and construction services, and private development plan reviews and inspection on behalf of the City. Individual proposals for specific projects will be reviewed by the department and/or division head in charge of the project.

174.02 ~~BIENNIAL CONTRACTS.~~ CONTRACT DURATION

(a) The City will enter into ~~biennial~~ four-year contracts with design professionals ~~as described by a Quality Based Selection Manual, as prepared by the City Engineer, and~~ as approved by the Mayor and City Attorney.

(b) The necessary ~~biennial~~ contracts with design professionals are to be for a consulting engineer, architect/structural engineer. Council, by motion, may identify and increase the number of necessary design professional contracts.

(c) The types of future projects may include capacity studies, environmental services, roadway design and rehabilitation, water, sanitary sewer, and storm sewer design, building design and layout, planning, and other related services, as needed.

(d) The City, at the direction of the Mayor may extend authorized contracts annually, by a motion of council.

(Ord. 65-08. Passed 10-13-08; Ord. 06-16. Passed 2-8-16.)

174.03 PUBLIC ANNOUNCEMENT OF CONTRACTS.

The form of public announcement of contracts for design professionals will be in accordance with a public announcement, as prepared by the ~~City Engineer~~ Director of Public Service, and as approved by the Mayor and City Attorney.

(Ord. 65-08. Passed 10-13-08; Ord. 06-16. Passed 2-8-16.)

174.04 TIMETABLE FOR SELECTION PROCESS.

The timetable for qualification based selection process shall be as follows; unless Council, by motion adopts a revised timetable:

- (a) Public announcement of contracts for engineer, architect and structural engineer to be on or before ~~February~~ August 1st of the ~~second~~ third year of each ~~biennial~~ four-year contract.
 - (b) Receive statements of qualification by ~~March 15th~~ September 1st.
 - (c) The committee of ~~five~~ six established in Section 174.01 is to evaluate qualifications and rank design professionals by ~~April 15th~~ September 15th.
 - ~~(d) The Mayor is to open negotiations with design professionals by May 1st.~~
 - (e) The Mayor is to submit legislation authorizing contract(s) to Council by October 1st.
- (Ord. 144-96. Passed 12-16-96; Ord. 65-08. Passed 10-13-08.)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **July 22, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING AND DIRECTING THE CLERK
OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR
COLLECTION BY THE FRANKLIN COUNTY AUDITOR; AND
DECLARING AN EMERGENCY.**

Approval:

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

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

Statement of necessity: To have the legislation approved and invoices sent to the county for collection.

Request authorization for the Clerk of Council to send nuisance information to the Franklin County Auditor in accordance with RCO 543.08. Total amount \$26,400.00. The list of unpaid invoices is attached.

2018 Official Franklin County Nuisance Records

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Address Owner	County	Total Due
01-18TR-FR	2/27/2018	1/30/2018	1/30/2018	TRASH		9	1583 RYGATE DR	060-001340-00	JEFFREY PAUL HOMES LLC	1000 OREGON AVE, COLUMBUS, OH 43201 *COPY SENT TO: CHERYL BLACK, PO BOX 122, BLACKLICK, OH 43004*	Franklin	\$ 295.00
03-18TR-FR	2/27/2018	2/2/18 & 2/9/18	2/12/2018	TRASH		3.5	0807 ROSEHILL RD	060-003361-00	JOHN C & AMY S RICHMOND	0807 ROSEHILL RD, REYNOLDSBURG, OH 43068	Franklin	\$ 205.00
04-18TR-FR	2/27/2018	2/9/2018	2/12/2018	TRASH		8	1582 VALLEY RD	060-001922-00	MAKSIM & MARIYA KRAVETS	1491 POLARIS PARKWAY; UNIT 303, COLUMBUS, OH 43240	Franklin	\$ 325.00
05-18TR-FR	2/27/2018	2/13/2018	2/15/2018	TRASH		6	1545 GRAHAM RD	060-000113-00	JOHN E REYNOLDS	1545 GRAHAM RD, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
09-18TR-FR	5/16/2018	5/1/2018	5/2/2018	TRASH		2.5	1755 LUCKS RD	060-002677-00	ANNE CHAMANDA LLC	3806 RIVER WATCH LN, COLUMBUS, OH 43221	Franklin	\$ 195.00
10-18M-FR	5/18/2018	5/2/2018	5/3/2018	MOWING	12		6535 HELM AVE	060-005576-00	JAMES F NATIONS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
11-18TR-FR	5/18/2017	5/1/2018	5/3/2018	TRASH		6	6370 BIRCHVIEW DR S	060-005696-00	RICHARD H & BARBARA A EPP	6370 BIRCHVIEW DR S, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
13-18M-FR	5/18/2018	5/4/2018	5/8/2018	MOWING	11		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 215.00
14-18M-FR	5/18/2018	5/4/2018	5/8/2018	MOWING	14		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
16-18MTR-FR	5/18/2018	5/4/2018	5/8/2018	MOWING & TRASH	11	1	1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 265.00
17-18M-FR	6/11/2018	5/8/2018	5/10/2018	MOWING	18		1071 LANCASTER AVE	060-001045-00	REVERSE MORTGAGE SOLUTIONS INC	14405 WALTERS RD; SUITE 200, HOUSTON, TX 77014	Franklin	\$ 375.00
18-18M-FR	6/11/2018	5/4/2018	5/10/2018	MOWING	12		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1467 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
19-18M-FR	6/11/2018	5/4/2018	5/10/2018	MOWING	12		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1459 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
21-18M-FR	6/11/2018	5/18/2018	5/21/2018	MOWING	15		6535 HELM AVE	060-005576-00	JAMES F NATIONS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
22-18M-FR	6/13/2018	5/16/2018	5/21/2018	MOWING	29		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	*RETURNED & SENT TO ALTERNATE ADDRESS* PO BOX 328, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
26-18M-FR	6/13/2018	5/17/2018	5/18/2018	MOWING	20		6800 BARTLETT RD	060-003044-00	JTR REAL ESTATE INVESTMENTS LLC	PO BOX 293, BLACKLICK, OH 43004	Franklin	\$ 215.00
28-18TR-FR	6/13/2018	5/14/2018	5/18/2018	TRASH		1.5	2153 LEAH LN	060-005743-00	MARQUELL HUNTER	2153 LEAH LN, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
29-18M-FR	6/13/2018	5/9/18 & 5/17/18	5/18/2018	MOWING	24		1583 RYGATE DR	060-001340-00	JEFFREY PAUL HOMES LLC	1000 OREGON AVE, COLUMBUS, OH 43201	Franklin	\$ 225.00
30-18M-FR	6/27/2018	5/21/2018	5/24/2018	MOWING	23		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 175.00
31-18M-FR	6/27/2018	5/21/2018	5/24/2018	MOWING	16		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00
34-18M-FR	6/27/2018	5/23/2018	5/29/2018	MOWING	37		6663 RED FOX RD	060-003324-00	ADDIS ELEMO	6663 RED FOX RD, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
35-18M-FR	6/27/2018	5/16/18 & 5/22/18	5/30/18 & 5/31/18	MOWING	48		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE & ROWENA M TISDALE	7362 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 365.00
37-18M-FR	6/29/2018	5/22/2018	5/25/2018	MOWING	44		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
38-18M-FR	6/29/2018	5/22/2018	5/24/2018	MOWING	31		7397 TOBIN AVE	060-000464-00	JUN XIAO	7594 OGDEN WOODS BLVD, NEW ALBANY, OH 43054	Franklin	\$ 265.00
40-18M-FR	6/29/2018	5/30/2018	6/6/2018	MOWING	34		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1467 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
41-18M-FR	6/29/2018	5/30/2018	6/6/2018	MOWING	24		6285 RYGATE DR (FRONT YARD ONLY)	060-003860-00	JTR REAL ESTATE INVESTMENTS LLC	PO BOX 293, BLACKLICK, OH 43004	Franklin	\$ 175.00
42-18M-FR	6/29/2018	5/29/2018	6/4/2018	MOWING	31		1104 CARROUSEL DR E	060-001499-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS* GRAND AM 4 LLC 5001 PLAZA ON THE LAKE, SUITE 200, AUSTIN, TX 78746-1053	Franklin	\$ 205.00
43-18M-FR	6/29/2018	5/29/2018	6/6/2018	MOWING	34		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 285.00
44-18M-FR	6/29/2018	5/29/2018	6/1/2018	MOWING	20		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 295.00
46-18TT-FR	7/9/2018	5/29/18 & 6/6/18	6/13/2018	TREE/TRIM		2.5	8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 200.00
49-18M-FR	7/11/2018	6/11/2018	6/13/2018	BRUSH/TREE REMOVAL ALONG FENCE LINE	20		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	***RETURNED NFA*** 1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 525.00

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

50-18M-FR	7/11/2018	6/12/2018	6/13/2018	MOWING	18		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 175.00
51-18M-FR	7/11/2018	6/4/18 & 6/11/18	6/13/2018	MOWING	47		6396 BRAUNING DR	060-002683-00	SEAN KEONI ELLIS TR/KORI T ELLIS TR	18111 PRESTON RD; SUITE 900, DALLAS, TX 75252	Franklin	\$ 225.00
52-18M-FR	7/11/2018	6/13/2018	6/14/2018	MOWING	20		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
55-18M-FR	7/11/2018	6/14/2018	6/15/2018	MOWING	30		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 255.00
56-18M-FR	7/11/2018	6/15/2018	6/18/2018	MOWING	16		6535 HELM AVE	060-005576-00	JAMES F NATIONS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
58-18M-FR	7/11/2018	6/18/2018	6/22/2018	MOWING	17		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
62-18MTT-FR	7/11/2018	6/21/2018	6/25/2018	MOWING TREE TRIM	14	>1	1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 225.00
63-18M-FR	7/11/2018	6/21/2018	6/25/2018	MOWING	14		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
64-18M-FR	7/11/2018	6/26/2018	6/27/2018	MOWING	14		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
65-18M-FR	7/11/2018	6/29/2018	7/2/2018	MOWING	36		1104 CARROUSEL DR E	060-001499-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS* GRAND AM 4 LLC 5001 PLAZA ON THE LAKE, SUITE 200, AUSTIN, TX 78746-1053	Franklin	\$ 225.00
68-18M-FR	7/11/2018	6/28/2018	7/2/2018	MOWING	30		6663 RED FOX RD	060-003324-00	ADDIS ELEMO	6663 RED FOX RD, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
70-18M-FR	7/31/2018	7/5/2018	7/9/2018	MOWING	22		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
71-18M-FR	7/31/2018	7/6/2018	7/9/2018	MOWING	13		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 175.00
72-18M-FR	7/31/2018	7/6/2018	7/9/2018	MOWING	14		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
73-18M-FR	7/31/2018	7/5/2018	7/9/2018	MOWING	40		2051 BIRCHVIEW DR S (ACCESSIBLE AREAS ONLY- ALL GATES INTO REAR AREA ARE LOCKED)	060-002393-00	KILIANA & KWEISI SETH AMPARBENG	1226 CARIBON RUN, DELAWARE, OH 43015	Franklin	\$ 245.00
74-18M-FR	7/31/2018	7/13/2018	7/16/2018	MOWING	21		6006 E LIVINGSTON AVE	060-001842-00	3850 REFUGEE RD LLC	3750 REFUGEE RD, COLUMBUS, OH 43232	Franklin	\$ 205.00
76-18M-FR	8/3/2018	7/11/2018	7/16/2018	MOWING	16		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
77-18M-FR	8/3/2018	7/11/2018	7/16/2018	MOWING	16		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
78-18M-FR	8/3/2018	7/12/2018	7/16/2018	MOWING	12		8075 ELIOT DR	060-003579-00	CERBERUS SFR HOLDINGS LP/CSMA BLT LLC	1850 PARKWAY PL; SUITE 900, MARIETTA, GA 30067	Franklin	\$ 195.00
79-18M-FR	8/3/2018	7/11/2018	7/16/2018	MOWING	36		7795 PALMER RD	060-008257-00	FREDDIE L JR & AMANDA L WILSON	*AUDITOR WEBSITE HAS INCORRECT ADDRESS, RETURNED & SENT TO CORRECT ADDRESS* 3038 FAYBURROW DR, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
80-18M-FR	8/10/2018	7/23/2018	7/26/2018	MOWING	36		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE & ROWENA M TISDALE	7362 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 475.00
81-18MTR-FR	8/10/2018	7/20/2018	7/26/18 & 7/27/18	MOWING & TRASH	14	4.5	2042 BELLTREE DR	060-005661-00	JEOFFERY C MORROW	*RETURNED AND SENT TO ALTERNATE ADDRESS* 7564 MURDOCK LN, CANAL WINCHESTER, OH 43110	Franklin	\$ 315.00
84-18M-FR	8/10/2018	7/10/18 & 7/17/18	7/18/2018	MOWING	30		2242 PINE TREE LN	060-006115-00	ROBERT J HART	8670 HILL RD S, PICKERINGTON, OH 43147	Franklin	\$ 205.00
85-18MTRTT-FR	8/10/2018	7/10/18 & 7/17/18	7/18/2018	MOWING TRASH TREE/TRIM	14 0 0	0 6 3	2295 AYERS DR	060-006926-00	ERIN SCOTT	92 WINNER AVE, COLUMBUS, OH 43203	Franklin	\$ 355.00
86-18M-FR	8/10/2018	7/19/2018	7/24/2018	MOWING	24		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 235.00
87-18M-FR	8/10/2018	7/12/18 & 7/19/18	7/24/2018	MOWING	18		0999 MATTERHORN DR	060-004690-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MAIN ST RENEWAL, 8300 N MOPAC EXP; SUITE 200, AUSTIN, TX 78759	Franklin	\$ 205.00
90-18M-FR	8/17/2018	7/31/2018	8/1/2018	MOWING	24		6326 RIDER RD	060-001295-00	WILLIAM J LEIDECKER TR	5820 SUNBURY RD, COLUMBUS, OH 43230	Franklin	\$ 215.00
92-18TR-FR	8/20/2018	8/8/2018	8/11/2018	TRASH		3.5	1590 STOUDER DR	060-002402-00	CHRISTOPHER L TARBY	1590 STOUDER DR, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
93-18TR-FR	8/21/2018	8/10/2018	8/13/2018	TRASH		1	0470 DOVERWOOD DR	060-005986-00	HOME SFR BORROWER IV LLC	*RETURNED FROM STREET & WATER BILLING ADDRESSES* SBY 2014-1 BORROWER LLC, 1335 DUBLIN RD; SUITE 202 C, COLUMBUS, OH 43215	Franklin	\$ 185.00

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

97-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	18		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED FROM STREET & TAX BILLING ADDRESSES*	1246 HILTON DR, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
98-18M-FR	8/21/2018	8/6/2018	8/9/2018	MOWING	24		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC		PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
99-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	16		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL		8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
101-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	16		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL		1467 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
102-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	16		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL		1459 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
104-18M-FR	8/21/2018	8/6/2018	8/9/2018	MOWING	30		6535 HELM AVE	060-005576-00	JAMES F NATIONS	***RETURNED-NFA***	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
105-18TR-FR	8/21/2018	8/6/2018	8/7/2018	TRASH		1.5	1588 HAFT DR	060-002172-00	MALINDA K COMBS	*RETURNED & SENT TO ALTERNATE ADDRESS*	1588 HAFT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
106-18M-FR	9/5/2018	8/9/2018	8/14/2018	MOWING	20		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN		1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
109-18M-FR	9/5/2018	8/1/2018	8/14/2018	MOWING	13		1104 CARROUSEL DR E	060-001499-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS*	GRAND AM 4 LLC, 8300 N MOPAC EXPRESSWAY, SUITE 200, AUSTIN, TX 78759	Franklin	\$ 195.00
110-18M-FR	9/5/2018	8/1/2018	8/14/2018	MOWING	22		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS		1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
112-18M-FR	9/5/2018	8/6/18 & 8/13/18	8/22/2018	MOWING	23		0734 HUNT VALLEY DR	060-005627-00	RICKY WHEELER	*RETURNED & SENT TO ALTERNATE ADDRESS*	734 HUNT VALLEY DR, REYNOLDSBURG, OH 43068	Franklin	\$ 335.00
114-18M-FR	9/5/2018	8/22/2018	8/24/2018	MOWING	16		7175 TOMAHAWK TR	060-006941-00	MARTIN KAO		0684 RIDENOUR RD, COLUMBUS, OH 43230	Franklin	\$ 255.00
115-18M-FR	9/7/2018	8/21/2018	8/24/2018	MOWING	16		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS*	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
116-18M-FR	9/7/2018	8/21/2018	8/24/2018	MOWING	16		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS*	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
121-18M-FR	9/7/2018	8/24/2018	8/27/2018	MOWING	16		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC		PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 235.00
123-18M-FR	9/19/2018	8/29/2018	8/30/2018	MOWING	18		7514 BROADWYN DR	060-000207-00	THOMAS S & JANICE I GRATZ TR		8071 PALMER RD SW, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
125-18M-FR	9/19/2018	8/27/2018	8/30/2018	MOWING	16		1391 CARLYLE DR	060-003444-00	MAPLEWOOD PROPERTIES INC		PO BOX 329, ETNA, OH 43018	Franklin	\$ 245.00
127-18M-FR	9/24/2018	8/23/2018	8/27/2018	MOWING	18		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED FROM STREET & TAX BILLING ADDRESSES*	PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 195.00
128-18M-FR	9/24/2018	8/29/2018	8/31/2018	MOWING	13		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS*	c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 265.00
129-18M-FR	9/24/2018	6/1/18 & 8/30/18	8/31/2018	MOWING	14		7743 ASTRA CIR	068-000243-00	AH4R PROPERTIES LLC		30601 AGOURA RD; SUITE 200, AGOURA HILLS, CA 91301	Franklin	\$ 195.00
131-18M-FR	9/24/2018	9/4/2018	9/10/2018	MOWING	20		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN		1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 205.00
132-18M-FR	9/24/2018	9/4/2018	9/10/2018	MOWING	14		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL		8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
134-18M-FR	9/28/2018	9/6/2018	9/12/2018	MOWING	38		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE & ROWENA M TISDALE		7362 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
136-18M-FR	9/28/2018	8/30/18 & 9/7/18	9/12/2018	MOWING	22		0095 SCENIC RD	068-000023-00	STANLEY PAULEY		0095 SCENIC RD, BLACKLICK, OH 43004	Franklin	\$ 295.00
138-18M-FR	9/28/2018	9/10/2018	9/12/2018	MOWING	14		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC		PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
139-18M-FR	9/28/2018	9/7/2018	9/12/2018	MOWING	18		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL		92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
140-18M-FR	9/28/2018	9/7/2018	9/12/2018	MOWING	18		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL		92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
142-18M-FR	10/10/2018	9/11/2018	9/17/2018	MOWING	16		6535 HELM AVE	060-005576-00	JAMES F NATIONS	***RETURNED-NFA***	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
147-18M-FR	10/19/2018	9/17/2018	9/19/2018	MOWING	8		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS		1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
149-18M-FR	10/19/2018	9/18/2017	9/19/2018	MOWING	17		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED FROM STREET & TAX BILLING ADDRESSES*	PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 185.00
151-18M-FR	10/19/2018	9/27/2018	10/1/2018	MOWING	14		1391 CARLYLE DR	060-003444-00	MAPLEWOOD PROPERTIES INC		PO BOX 329, ETNA, OH 43018	Franklin	\$ 215.00
155-18MTR-FR	10/26/2018	9/18/2018	9/25/18 & 9/28/18	MOWING & TRASH	17	1	1303 HILTON DR	060-003525-00	ROSHAD WARD		1303 HILTON DR, REYNOLDSBURG, OH 43068	Franklin	\$ 305.00
157-18M-FR	10/26/2018	9/27/2018	10/1/2018	MOWING	14		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL		92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
158-18M-FR	10/26/2018	9/27/2018	10/1/2018	MOWING	14		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL		92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
159-18M-FR	10/26/2018	9/27/2018	10/1/2018	MOWING	12		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC		PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00
163-18M-FR	10/26/2018	9/19/18 & 9/28/18	10/2/2018	MOWING	17		7471 SMITHFIELD AVE (FRONT YARD ONLY-REAR GATE IS PADLOCKED)	060-001698-00	NATHANIEL E BURTON/HANNAH A BRIGHT		7471 SMITHFIELD AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
166-18TR-FR	10/30/2018	10/1/2018	10/2/2018	TRASH		5	7344 WARWICK AVE	060-000766-00	TRAINER PROPERTIES LLC		129 NANTUCKET AVE, PICKERINGTON, OH 43147	Franklin	\$ 235.00

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

167-18M-FR	10/30/2018	10/2/2018	10/4/2018	MOWING	14		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
170-18M-FR	11/2/2018	10/8/2018	10/10/2018	MOWING	20		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	0196 KINGSMEADOW LN, BLACKLICK, OH 43004	Franklin	\$ 185.00
171-18M-FR	11/2/2018	10/8/2018	10/10/2018	MOWING	18		1346 TERRY DR	060-001784-00	HHR BORROWER 2 LLC	1603 ORRINGTON AVE; 13TH FLOOR, EVANSTON, IL 60201	Franklin	\$ 195.00
174-18M-FR	11/5/2018	10/10/2018	10/11/2018	MOWING	11		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 185.00
175-18M-FR	11/5/2018	10/10/2018	10/11/2018	MOWING	15		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	***RETURNED-NFA*** 7084 ROUNDELAY RD N, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
176-18M-FR	11/5/2018	10/10/2018	10/12/2018	MOWING	21		6568 GLACIER AVE	060-005365-00	EDNA M JOHNSON	6568 GLACIER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 335.00
178-18M-FR	11/5/2018	10/11/2018	10/17/2018	MOWING	12		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
179-18M-FR	11/5/2018	10/10/18 & 10/17/18	10/18/2018	MOWING	23		0604 HUNT VALLEY DR	060-005285-00	ADRIENNE SHIELDS	0604 HUNT VALLEY DR, REYNOLDSBURG, OH 43068	Franklin	\$ 285.00
180-18M-FR	11/16/2018	10/18/2018	10/22/2018	MOWING	12		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00
182-18M-FR	11/16/2018	10/16/2018	10/25/2018	MOWING	15		6903 STARFIRE DR	060-004841-00	GARY D FERGUSON	6903 STARFIRE DR, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
183-18M-FR	11/16/2018	10/24/2018	10/30/2018	MOWING	10		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
184-18M-FR	11/16/2018	10/24/2018	10/30/2018	MOWING	10		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
185-18M-FR	11/16/2018	10/23/2018	10/30/2018	MOWING	20		1608 BRICE RD	060-002625-00	NATALIE DENNISON/ABDELLAH BAHIJ	4352 JODY DR, GROVE CITY, OH 43123	Franklin	\$ 205.00
187-18M-FR	11/16/2018	10/24/2018	11/5/2018	MOWING	10		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	0196 KINGSMEADOW LN, BLACKLICK, OH 43004	Franklin	\$ 225.00
189-18TR-FR	12/4/2018	11/2/18 & 11/9/18	11/9/2018	TRASH		6	6416 ROSELAWN AVE	060-002641-00	BRIAN J MCALISTER	***RETURNED-NFA*** 6416 ROSELAWN AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 355.00
190-18TR-FR	12/4/2018	11/27/2018	11/28/2018	TRASH		6	1231 ROUNDELAY RD E	060-001431-00	CHRISTOPHER L WOLLENBERG	1113 ROUNDELAY RD E, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
191-18TR-FR	12/4/2018	11/13/18 & 11/20/18	11/21/2018	TRASH		1	6519 CREON DR	060-002510-00	6519 CREON DRIVE LLC	6519 CREON DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
192-18TR-FR	1/9/2019	12/17/2018	12/28/2018	TRASH		3	6340 E LIVINGSTON AVE (FAMILY DOLLAR)	060-001123-00	TDRC REYNOLDSBURG LLC	39 W 19TH ST; SUITE 609, NEW YORK, NY 10011	Franklin	\$ 225.00
											TOTAL	\$26,400.00

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **July 22, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING AND DIRECTING THE CLERK
OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR
COLLECTION BY THE LICKING COUNTY AUDITOR; AND
DECLARING AN EMERGENCY.**

Approval:

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

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

Statement of necessity: To have the legislation approved and invoices sent to the county for collection.

Request authorization for the Clerk of Council to send nuisance information to the Licking County Auditor in accordance with RCO 543.08. Total Dollar Figure \$5005.00. The list of unpaid invoices is attached.

2018 Official Licking County Nuisance Records

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Billing Address	County	Total Due
06-18TR-LK	4/4/2018	3/6/2018	3/8/2018	TRASH		8	1284 GLENVIEW ST	013-030324-00.000	DONALD P & PAMELA J SHAFFORD	1284 GLENVIEW ST, REYNOLDSBURG, OH 43068	Licking	\$ 300.00
36-18M-LK	6/29/2018	5/22/2018	5/25/2018	MOWING	19		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 195.00
54-18M-LK	7/11/2018	6/13/2018	6/14/2018	MOWING	16		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 205.00
82-18M-LK	8/10/2018	7/11/18 & 7/18/18	7/19/2018	MOWING	15		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 275.00
89-18M-LK	8/17/2018	7/27/2018	8/1/2018	MOWING	39		8171 GOLDSMITH DR	013-030960-00.000	KIMBERLY R WHALEY/CHARLES D KEEFE	8171 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Licking	\$ 375.00
96-18M-LK	8/21/2018	8/7/2018	8/10/2018	MOWING	24		8916 TRINITY CIR (BACK YARD ONLY)	013-027294-00.000	RONALD P & JENNY M MAURER	8916 TRINITY CIR, REYNOLDSBURG, OH 43068	Licking	\$ 195.00
100-18M-LK	8/21/2018	8/6/2018	8/8/2018	MOWING	20		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 255.00
117-18M-LK	9/7/2018	8/27/2018	8/28/2018	MOWING	20		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 195.00
119-18M-LK	9/7/2018	8/24/2018	8/27/2018	MOWING	16		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 245.00
124-18M-LK	9/19/2018	8/22/18 & 8/29/18	8/30/2018	MOWING	25		8632 FIRSTGATE DR	013-027414-00.021	PAUL A & M BERNICE THEISS	8632 FIRSTGATE DR, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
141-18M-LK	10/10/2018	9/12/2018	9/14/2018	MOWING	31		8171 GOLDSMITH DR	013-030960-00.000	KIMBERLY R WHALEY/CHARLES D KEEFE	8171 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
148-18M-LK	10/19/2018	9/18/2018	9/21/2018	MOWING	18		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 205.00
152-18M-LK	10/26/2018	9/12/18 & 9/21/18	10/1/2018	MOWING	47		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 505.00
153-18M-LK	10/26/2018	9/21/2018	9/27/2018	MOWING	20		1259 GLENVIEW ST	013-030642-00.000	ALFREDO UGARTE/JUANA RUEDA	1259 GLENVIEW ST, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
154-18M-LK	10/26/2018	9/21/2018	9/27/2018	MOWING	18		1141 STARLIGHT DR	013-030186-00.140	EDWIN & DENISE E MCCREARY	1141 STARLIGHT DR, REYNOLDSBURG, OH 43068	Licking	\$ 255.00
160-18M-LK	10/26/2018	9/17/2018	10/3/2018	MOWING	13		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 315.00
168-18TR-LK	10/30/2018	10/5/2018	10/8/2018	TRASH		1.75	0664 KELTONCREST DR	090-141180-00.057	RYAN CASEY	0664 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 175.00
169-18M-LK	11/2/2018	10/8/2018	10/10/2018	MOWING	20		0777 TUROS CT	013-027294-00.032	CLAUDETTE RICHARDSON-CLINKSCALES	2926 MARINER AVE, YOUNGSTOWN, OH 44505	Licking	\$ 225.00
177-18M-LK	11/5/2018	10/15/2018	10/16/2018	MOWING	13		8171 GOLDSMITH DR	013-030960-00.000	KIMBERLY R WHALEY/CHARLES D KEEFE	8171 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Licking	\$ 195.00
186-18M-LK	11/16/2018	10/24/18 & 10/31/18	11/5/2018	MOWING	16		8007 HARVESTMOON DR	013-027342-00.054	MAMADOU SECK/COGNA MBENGUE	8007 HARVESTMOON DR, REYNOLDSBURG, OH 43068	Licking	\$ 245.00
TOTAL												\$ 5,005.00

Attachment: 2018 Official Nuisance Licking County (2018 Nuisance Report Costs for Collection by

Development Department**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
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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.

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 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 unappropriated 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
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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 unappropriated 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 unappropriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.

City Auditor's Office

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
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Emergency/Suspension: Emergency

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

For the Immediate Financial Investment needs of the City of Reynoldsburg

This legislation provides the financial portfolio of the City of Reynoldsburg to be managed by 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



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.

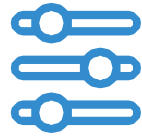
Source: Merriam-Webster

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 MEEDEER 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

BY Jason Headings

Sr. Vice President

TITLE

SIGNATURE

DATE

BY Bradley L. McCloud

Mayor

TITLE

SIGNATURE

DATE



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.

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
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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
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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 xls) 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 _____

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: July 22, 2019****TO: Development, Parks and Recreation Committee****RE:** Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Parks & Recreation Department.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Requesting sponsorship monies be appropriated into the following accounts in the Parks and Recreation Department:

110.340.5259 \$2,000.00 TS Tech

110.344.5339 \$2,500.00 Dynalab

110.344.5339 \$ 500.00 Squire Patton Boggs

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

ORDINANCE REQUEST

DATE: **July 22, 2019**

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

RE: **Ordinance to Authorize the Mayor to Purchase One (1) 2019 Freightliner 300 W.B. Diesel with Air Brakes for the Parks and Recreation Department and Appropriating Funds from the Un-Appropriated 285 Fund--Endowments to a Fund in the Parks & Recreation Department.**

Approval:

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

Requesting Emergency passage after the 3rd read as it can take up to 6 months to build the bus.

Authorize the Mayor to purchase one (1) 2019 Freightliner 300 W.B. Diesel with Air Brakes from Bus Service Inc., 8120 Howe Industrial Parkway, Canal Winchester, OH 43110.

Requesting that \$159,134.00 from the un-appropriated 285 Fund be appropriated into fund 285.000.5639.0001

*Request waiving competitive bidding as this is a specialized mode of transportation. The Parks and Recreation Department requested quotes and two companies submitted quotes; please see attached. The Parks and Recreation Department request the purchase be from Bus Service Inc., as they are the service provider to the other company that submitted a quote. They are also located in Central Ohio.

Bus Service Inc.

8120 Howe Industrial Parkway
Canal Winchester, OH 43110
Phone: 614-833-0222
Fax: 614-837-2908
Prepared By: Dane Patterson



Buyer's Agreement

DATE:	4/17/2019
Quote:	DP41719-2

Customer
City of Reynoldsburg Parks and Recreation 7232 East Main St Reynoldsburg, OH 43068 (614) 322-4510

Special Instructions and Notes:
44 Passenger plus Driver <i>Bus</i>



DESCRIPTION	Quantity	AMOUNT
2019 Ford F650 290" W.B.		
ALLSTAR XL - FORD F650 - 25,999 GVWR		
ALLSTAR XL 40, 290" W.B. - F-650 DIESEL W/HYDRAULIC BRAKES		
<u>ALL INCLUDED ADDITIONAL FEATURES</u>		
INTERIOR SIDEWALL / REARWALL / CEILING PADDED VINYL INTERIOR		
FLOORING ALTRO CHROMA ANTI-SLIP FLOORING		
EXTERIOR BODY ALL FIBERGLASS EXTERIOR SKIN		
CHASSIS OPTIONS KELDERMAN AIR-RIDE SUSPENSION ROMEO RIM REAR BUMPER STAINLESS STEEL WHEEL INSERT, SET OF 4 VALVE STEM EXTENDER INNER DUAL REAR WHEEL, PAIR		
REAR (AUXILIARY) AIR-CONDITIONING SYSTEM TRANS-AIR 140K BTU SYSTEM		
HEATERS REAR HEATER 65K BTU	2	
MISCELLANEOUS HEATER OPTIONS HEATER BOOSTER PUMP INSULATE HEATER HOSES		

Attachment: BSI Bus Quote (Purchase Bus for Senior Center)

ELECTRICAL

DOOR AJAR WARNING ON REAR DOOR - BUZZER & LIGHT

EXTERIOR LIGHTING

ALL LED EXTERIOR LIGHTS

LED MID SHIP TURN / MARKER LIGHTS

INTERIOR LIGHTING

ALL LED INTERIOR LIGHTS

DUAL READING LIGHTS IN OVERHEAD LUGGAGE

DOOR ACTIVATED INTERIOR LIGHTS

AUDIO / VISUAL

DELUXE AM/FM CD PLAYER (INCLUDES 6 SPEAKERS)

PA SYSTEM W/ 2 SPEAKERS INDEPENDENT OF RADIO

DOORS / HATCHES / WINDOWS

PASSENGER DOOR (ELECTRIC)

REAR DOOR, (2) WINDOWS

ROOF HATCH

BONDED EXTERIOR WINDOWS

LUGGAGE RACK / STORAGE

OVERHEAD LUGGAGE RACK - BOTH SIDES

COVER OVERHEAD RACKS IN MATCHING SEAT MATERIAL

SAFETY OPTIONS

5 LB FIRE EXTINGUISHER

16 UNIT FIRST AID KIT

EMERGENCY TRIANGLE KIT

BACK-UP ALARM

INTERIOR FLAT MIRROR, 6"x 16"

ASA THREE (3) CAMERA SYSTEM (INCLUDES BACK-UP CAMERA)

CROSSOVER MIRROR, CURBSIDE

WHITE STANDEE LINE

"PLEASE STAND BEHIND WHITE LINE WHILE VEHICLE IS IN MOTION"

GRAB RAILS & STANCHIONS

1 1/4" GRAB RAIL PARALLEL TO ENTRANCE STEPS (BOTH STEPS)

STANCHION AND MODESTY PANEL BEHIND DRIVER

SEATING - DRIVER

OEM Driver Seats w/Air Ride Suspension

PASSENGER SEATING

BERKSHIRE HIGH-BACK SEATING

PASSENGER SEAT FABRICS

LEVEL 1 MATERIAL - CUSTOMERS CHOICE

PASSENGER SEAT OPTIONS

BLACK U.S. ARMREST (AISLE ONLY)

SEAT BELTS

RETRACTABLE SEAT BELTS

PROVIDED BY BUS SERVICE INC. ALL MANUALS PREVENTATIVE MAINTENANCE GUIDE	
POPULAR OPTIONS (not included in price below)	
REMOTE KEYLESS ENTRY	\$200.00
LEVEL 3 GRAPHIC PACKAGE	\$1,500.00
SIDE SLIDING SEATS (GIVES PASSENGERS EXTRA ROOM)	\$1,750.00
TV/DVD PACKAGE	\$2,000.00
DUAL USB PORTS INSTALLED AT EACH SEAT	\$3,000.00

\$8450

TERMS AND CONDITIONS

1. 10% Down Payment Due at Order, Balance Due Upon Delivery
2. Does not include tax, title, or document fees
3. This Agreement is Confidential and Not Subject to Distribution
4. Sales Tax is Not Included

Customer Acceptance (sign below):

x _____

Print Name:

Date:

x _____

Signature

Federal ID#:

Total (ea) \$148,084.00

TRADE-IN (\$2,500.00)

TOTAL DUE \$145,584.00**Chassis Options****2019 FREIGHTLINER 300" W.B. DIESEL W/AIR BRAKES****2019 FORD F650 290" W.B. - DIESEL W/AIR BRAKES**

\$5,100.00

\$2,900.00

If you have any questions about this price quote, please contact

Dane Patterson, 614-332-8546, dane@buyabus.net

By Signing this Contract the Signer understands this contract is legal and binding by law and that this order cannot be cancelled.

Total \$150,684⁰⁰

Grand Total \$159,134

Attachment: BSI Bus Quote (Purchase Bus for Senior Center)



Proven Quality.
Trusted Name.

Quote #NQ47236-1

5/20/2019

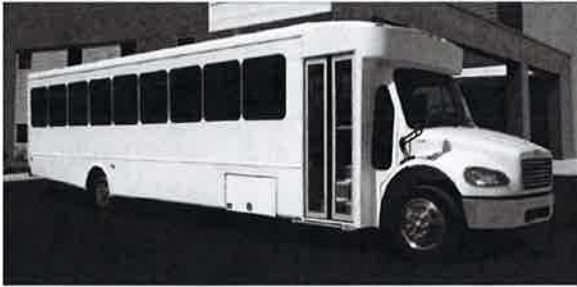
Brad Palmer p 419.836.2835
bpalmer@tescobus.com f 419.836.8460

6401 Seaman Rd. www.tescobus.com
P.O. Box 167230 419.836.2835
Oregon OH 43616-7230

City of Reynoldsburg Parks & Rec

7232 East Main Street
Reynoldsburg OH 43068

Brian McGuire
614-205-9050
bmcguire@ci.reynoldsburg.oh.us



Picture is from a similar vehicle

Qty: 1

Bus

2019 StarTrans President with a 2020 Freightliner S2C 45 passenger & driver

Engine: 6.7L
Wheelbase: 300
GVWR: 29000

Standard Chassis Equipment

Freightliner S2C Cummins 6.7L Diesel 240 hp 29,000 GVWR
Allison Transmission 2500 PTS
Rear Axle Ratio 4.30
Bosch Hydraulic Pin-Slide Disc Front & Rear Brakes
Leece Neville 270 Amp Alternator
Rear Air Suspension
Engine Block Heater
TRW Power Steering
Front Tow Hooks
Front Mud Flaps
Chrome Fender
Fuel Tank - 60 Gallon
Tires - Michelin XZE 255/70R 22.5 x 16 Ply
Daytime Running Lights
Mirrors - Dual West Coast Molded-In Color w/ 8" Convex
Driver Seat - Bostrom Talladega 910 High Back Air Suspension
Adjustable Tilt Steering Wheel
Cruise Control
Batteries - Group 31 (3) Alliance Model 1131 2775 cca
Battery Box Framed Mounted
Drive Shaft Guard
Driver's Door Power Window & Lock
Wood Grain Dash Instrument Panels
OEM Battery Disconnect Switch

Standard Body Equipment

Fully welded steel cage construction with laminated sidewall structure.
"Starview" drivers visibility window in front of entry door.
Electric actuated passenger entry door with full length glass.
Rear mud flaps.
Black powder coated steel rear bumper.
Fiberglass front and rear caps.

Pre-painted white galvanized steel sidewalls and skirts.
One piece seamless FRP roof.
Breakaway rearview mirrors with built in convex.
Sealed LED stop, tail and turn signal lights. LED reverse lights.
LED front and rear marker lights.
LED exterior skirt mounted entry door light.
93" interior floor width.
81" interior floor to ceiling height with standard flat floor.
Floor and wall seat track for flexible seating.
Black slip-resistant flooring.
5/8" exterior grade plywood flooring.
Ceiling and rear wall fabric for sound abatement.
FRP sidewalls.
1.25" left hand vertical passenger assist rail at entry door.
Printed circuit board w/automotive type fuses & LED trouble shooting light.
LED entry door step well lights.
LED driver and passenger area lighting.
36" wide x 36" high upper T-sliders.
Tempered safety glass windows with climate control tint.
Back-up camera system

**Body and Chassis Standard Equipment is subject
to change without notice and may be replaced
by Options Included on next page.**

Attachment: TESCO (Purchase Bus for Senior Center)



Proven Quality.
Trusted Name.

Quote #NQ47236-1

5/20/2019

Brad Palmer

p 419.836.2835

bpalmer@tescobus.com

f 419.836.8460

6401 Seaman Rd.

www.tescobus.com

P.O. Box 167230

419.836.2835

Oregon OH 43616-7230

City of Reynoldsburg Parks & Rec

7232 East Main Street

Brian McGuire

Reynoldsburg OH 43068

614-205-9050

bmcguire@ci.reynoldsburg.oh.us

Options Included

Air Conditioning - ACC

RW45FW4565652121 120K - (2) W2345 In Wall Evap (2) 25065 Cond...

Chassis

Heated /Remote Exterior Mirrors Accustyle 8x15 Head (Pair)
Freightliner Chassis Equipped w/Air Brakes ILO Hydraulic

Doors/Windows

(18) Upgrade to Bonded Window (each) * Requires Black Out Paint
Passenger Door, Electric (standard)
A&M Keypad Entry Door Exterior Access

Electrical

Jensen 6.2" Touchscreen AM/FM/CD/DVD/BT w/6 Speakers
Jensen Also Inc: Navigation, BU Camera & (4) 15" Flip Down Monitors

Exterior

Gloss Black Out Window Paint
LED Rear Center Mount Brake Light, Rectangular
LED Mid-Ship Turn / Marker Lights

Heating

Heater Booster Pump - does not include electric valves
(2) Hot Water Heater, 65K BTU

Interior

Stanchion and Modesty Panel Behind Driver
Overhead Luggage Rack - Both Sides
1 1/4" Grab Rail Parallel to Entrance Steps (both sides)
Altro Meta Storm
Note: Mount Two of the Speakers in Front Bulkhead
Door Activated Interior Lights
Grey Padded Vinyl Interior (walls and ceiling)
(22) LED Dual Reading Lights (Each) In Overhead Luggage

Passenger Seat Options

(20) Black US Armrest - Each (Aisle)

(45) Seat Cover - Level 4

Passenger Seats

(22) Freedman 3 PT Double - (High Back)
Freedman 3 PT Single - (High Back)

Safety

White "Standee" Line
Interior Convex Mirror 6" x 9"
5 Lb Fire Extinguisher
Emergency Triangle Kit
Back-Up Alarm SAE Type C 97 db(A)
25 Unit First Aid Kit

Terms: COD

10% Deposit Required

Valid For: 30 Days

Sales Tax Not Included

Delivery: 90 to 120 Days ARC

Unit Price	\$155,078.00
Mobility Rebate	(\$0.00)
Rebate	(\$0.00)
Delivery	Included

Unit Total \$155,078.00

Ext. Total	\$155,078.00
Trade-in(s)	\$0.00
Net Total	\$155,078.00

Sales Rep.

Purchaser

Fed Tax ID #

Date



Proven Quality.
Trusted Name.

Quote #NQ47236-1

5/20/2019

Brad Palmer

bpalmer@tescobus.com

p 419.836.2835

f 419.836.8460

6401 Seaman Rd.

www.tescobus.com

P.O. Box 167230

419.836.2835

Oregon OH 43616-7230

City of Reynoldsburg Parks & Rec

7232 East Main Street
Reynoldsburg OH 43068

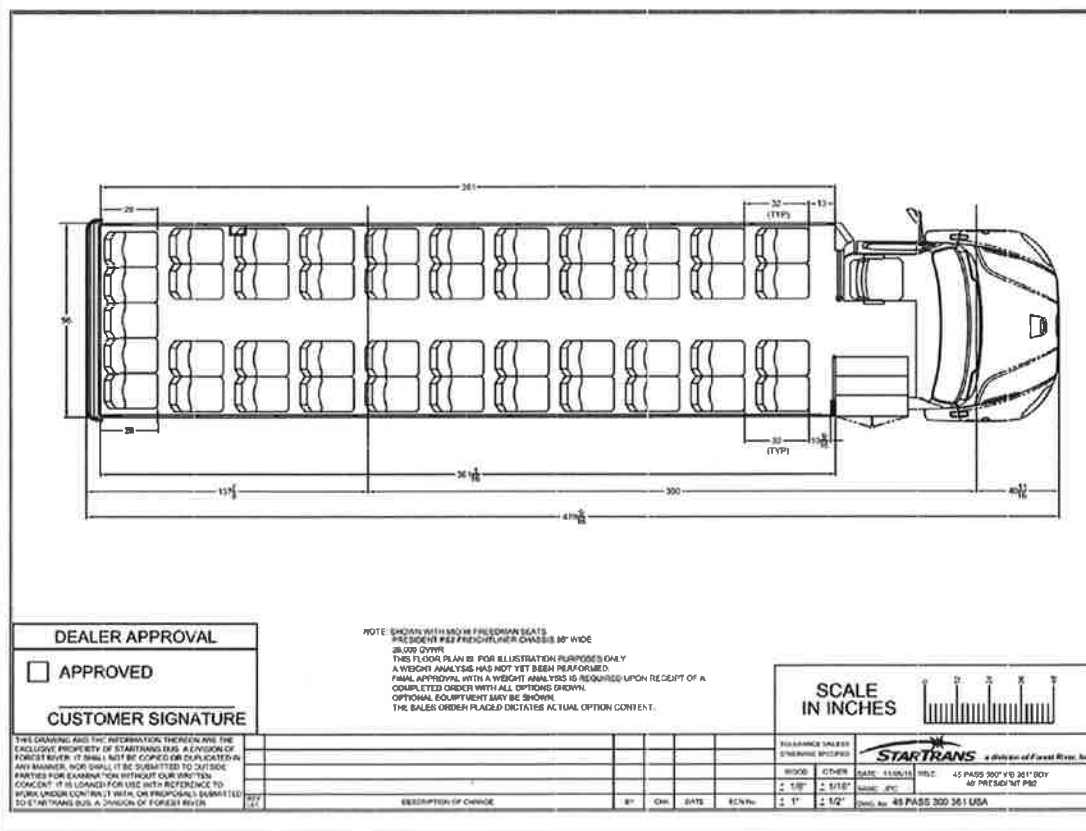
Brian McGuire

614-205-9050

bmcguire@ci.reynoldsburg.oh.us

Trades

Floorplan



Attachment: TESCO (Purchase Bus for Senior Center)

Development Department

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

ORDINANCE REQUEST

DATE: **July 22, 2019**

TO: **Development Department**

RE: Ordinance authorizing (i) the appropriation of an amount equal to seventy-five (75%) percent of the amount which the City receives in Fiscal Year 2019 pursuant to and in respect of the various joint economic development district (JEDD) contracts to which the City is a party, net of any withholdings by the City to pay administrative costs related to the collection of the related JEDD income taxes and any payments required to be made to other parties pursuant to those contracts, and (ii) the payment of such amount determined pursuant to (i) above to the new Community Improvement Corporation (CIC) known as the Reynoldsburg Development Alliance.

Approval:

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

Ordinance authorizing (i) the appropriation of an amount equal to seventy-five (75%) percent of the amount which the City receives in Fiscal Year 2019 pursuant to and in respect of the various joint economic development district (JEDD) contracts to which the City is a party, net of any withholdings by the City to pay administrative costs related to the collection of the related JEDD income taxes and any payments required to be made to other parties pursuant to those contracts, and (ii) the payment of such amount determined pursuant to (i) above to the new Community Improvement Corporation (CIC) known as the Reynoldsburg Development Alliance.

Development Department

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

ORDINANCE REQUEST

DATE: **July 22, 2019**

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

RE: A boundary adjustment between the City of Columbus and the City of Reynoldsburg has been proposed. The site is located on the eastern edge of Brice Road and consists of 3 parcels, as well as a narrow sliver of land adjacent to West Side of Brice (Easement). The proposed adjustment moves the corporate boundary slightly Westward to the edge of the Columbus. The transfer will place Brice Road and associated infrastructure in Reynoldsburg, which it primarily serves. This legislation is being filed in response to the provisions of the Ohio Revised Code - section 709.37 regarding municipal boundary adjustments. Parallel legislation is being submitted to Columbus City Council. Reynoldsburg approval will allow the adjustment proposal to be submitted to Franklin County for finalization.

Approval:

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

WHEREAS, Brice Road and a narrow strip of property along the west side of Brice Road to the North of Interstate 70 is located in the City of Columbus but is adjacent to a larger tract of land as part of the city of Reynoldsburg; and

WHEREAS, it is the desire of the City of Columbus to transfer the subject area, comprised of Brice Road, and three parcels adjacent to Brice Road, to the City of Reynoldsburg which desires to accept said transfer; and

WHEREAS, the proposed transfer does not involve the transfer of territory inhabited by more than five voters; now, therefore,

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

Section 1. That in accordance with Section 709.37 of the Ohio Revised Code, the City of Columbus hereby agrees to transfer to the City of Reynoldsburg the land described as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in One-Half Lots 40 and 41, Sections 23 and 24, Township 12, Range 21, Refugee Lands, and being all of that 0.155 acre tract conveyed to the City of Reynoldsburg by deed of record in Deed Book 3208, Page 452, that 1.080 acre tract conveyed to 2440 Brice Road, LLC by deed of record in Instrument Number 201009160121046, that 1.254 acre tract conveyed to 2444 Brice, LLC by deed of record in Instrument Number 201502250023224, all of that 1.080 acre tract conveyed to Shell Oil Company by deed of record in Deed Book 2849, Page 234, part of that 0.230 acre tract conveyed to the City of Columbus by deed of record in Deed Book 2851, Page 5, and that 2.854 acre tract conveyed to The City of Columbus, Ohio by deed of record in Deed Book 2968, Page 603 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at the corner common of said 0.230 and 0.155 acre tracts and that 0.533 acre tract conveyed to Ermo Marketing Company by deed of record in Official Record 13866105, in the right-of-way intersection of the westerly right-of-way line of Brice Road and the southerly right-of-way line of Livingston Avenue;

Thence westerly, with the line common to said 0.230 and 0.533 acre tracts, a distance of 130± feet to a point;

Thence northerly, across said 0.230 acre tract, a distance of 52± feet to a point in the centerline of said Livingston Avenue, on an existing City of Columbus corporation line as established by Ordinance Number 413-60, Case Number COC No. 166 and recorded in Miscellaneous Record 123, Page 228, and an existing City of Reynoldsburg corporation line as established by Ordinance Number 476, Case Number Rey No. 7 and recorded in Miscellaneous Record 98, Page 310;

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

Thence easterly, with the northerly line of said 0.230 acre tract, the centerline of said Livingston Avenue, said City of Columbus corporation line (Ordinance Number 413-60) and said City of Reynoldsburg corporation line (Ordinance Number 476), a distance of 145± feet to a point;

Thence southerly, across said 0.230 and 2.854 acre tracts, with said City of Columbus corporation line (Ordinance Number 413-60) and that existing City of Reynoldsburg corporation line as established by Case Number Rey No. 11 and recorded in Miscellaneous Record 136, Page 649, a distance of 1935± to a point;

Thence easterly, across said 2.854 acre tract, with the northerly lines of said 1.080 acre tract and Shell Oil Company tract, said City of Reynoldsburg corporation line (Case Number Rey No. 11) and that existing City of Columbus corporation line as established by Ordinance Number 156-69, Case Number COC No. 265 and recorded in Miscellaneous Record 146, Page 613, a distance of 733± to a point;

Thence southerly, with the easterly line of said Shell Oil Company tract, said City of Columbus corporation line (Ordinance Number 156-69) and said City of Reynoldsburg corporation line (Case Number Rey No. 11), a distance of 734± feet to a point;

Thence westerly, with the line common to said Shell Oil Company tract and that 9.687 acre tract conveyed to HD Development of Maryland, Inc. by deed of record in Instrument Number 200007200143969, a distance of 19± feet to a point in that existing City of Reynoldsburg corporation line as established by Ordinance Number 20-98 and Case No. Rey No. BC-01-98;

Thence with the line common to said Shell Oil Company tract and said 9.687 acre tract, said City of Reynoldsburg corporation line (Ordinance Number 20-98), the following courses and distances:

Northerly, a distance of 20± feet to a point;

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

Easterly, a distance of 9± feet to a point; and

Northerly, a distance of 584± feet to a point;

Thence westerly, with the southerly line of said 1.254 acre tract and said City of Reynoldsburg corporation line (Ordinance Number 20-98), a distance of 448± feet to a point;

Thence southerly, with the easterly line of said 1.080 acre tract and said City of Reynoldsburg corporation line (Ordinance Number 20-98), a distance of 55± feet to a point;

Thence easterly, with the southerly line of said 1.080 acre tract, partially with said City of Reynoldsburg corporation line (Ordinance Number 20-98), across said 2.854 acre tract and Brice Road, a distance of 300± to the westerly right-of-way line of Brice Road, the westerly line of said 2.854 acre tract;

Thence with the westerly right-of-way line of Brice Road and the westerly lines of said 2.854 and 0.155 acre tracts, the following courses and distances:

Northerly, a distance of 288± feet to a point;

Easterly, a distance of 11± feet to a point;

Northerly, a distance of 1640± feet to a point;

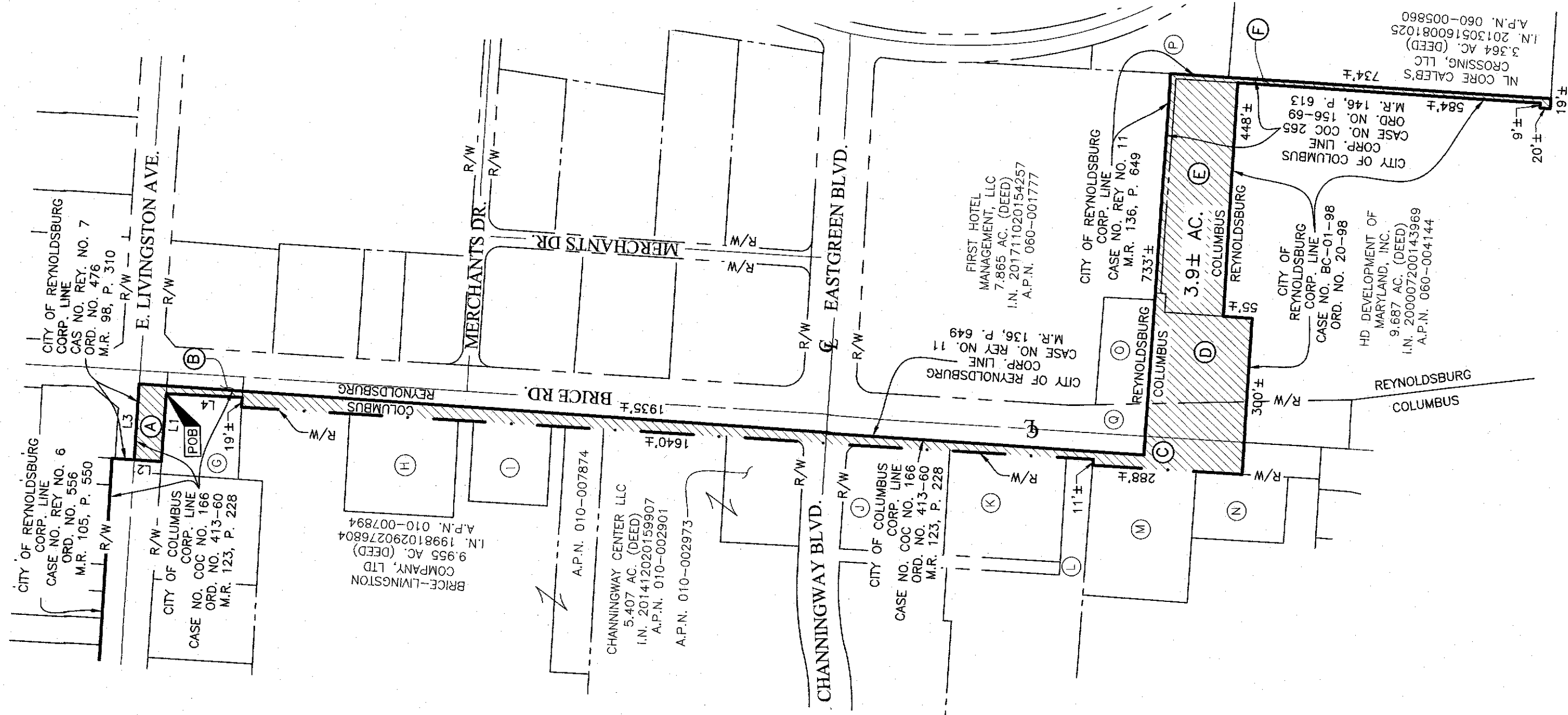
Easterly, a distance of 19± feet to a point; and

Northerly, a distance of 146± feet to the POINT OF BEGINNING, containing 3.9± acres, more or less.

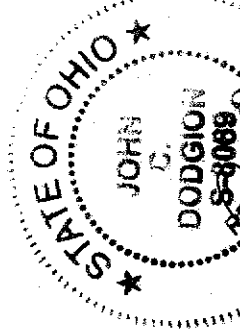
Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

This description is for annexation purposes only and is not to be used for transfer.

PROPOSED BOUNDARY ADJUSTMENT OF 3.9± ACRES
FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG
HALF LOT 40, SECTION 23 & HALF LOT 41, SECTION 24, TOWNSHIP 12, RANGE 21
REFUGEE LANDS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO



LINE	DISTANCE
L1	130'±
L2	52'±
L3	145'±
L4	146'±



By *John C. Dodgion* Date *06/24/2019*
John C. Dodgion
Professional Surveyor No. 8069

AREA TO BE ANNEXED
FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG

PROPOSED CITY OF REYNOLDSBURG CORPORATION LINE
EXISTING CITY OF REYNOLDSBURG CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 7272 feet, of which 4923 feet is contiguous with the City of Reynoldsburg by Ordinance Numbers 20-98 and 476 and Case No. 11, giving 67% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

EMHIT Evans, Mechwart, Hamblen & Tibbo, Inc. Engineers & Surveyors 5500 New Albany Road, Columbus, OH 43254 Phone: 614.775.4500 Toll Free: 888.775.3448 emhit.com	Date: June 14, 2019
	Scale: 1" = 200'
	Job No: 2019-0016
	Sheet: 1 of 1
REVISIONS	
MARK	DATE DESCRIPTION

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**

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

By *[Signature]* Date 6/28/19

**PROPOSED BOUNDARY ADJUSTMENT
OF 3.9± ACRES**

RECEIVED

JUN 28 2019

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

FROM: CITY OF COLUMBUS

TO: CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in One-Half Lots 40 and 41, Sections 23 and 24, Township 12, Range 21, Refugee Lands, and being all of that 0.155 acre tract conveyed to the City of Reynoldsburg by deed of record in Deed Book 3208, Page 452, that 1.080 acre tract conveyed to 2440 Brice Road, LLC by deed of record in Instrument Number 201009160121046, that 1.254 acre tract conveyed to 2444 Brice, LLC by deed of record in Instrument Number 201502250023224, all of that tract conveyed to Shell Oil Company 99 Year Lease by deed of record in Lease Volume 181, Page 112, part of that 0.230 acre tract conveyed to the City of Columbus by deed of record in Deed Book 2851, Page 5, and that 2.854 acre tract conveyed to The City of Columbus, Ohio by deed of record in Deed Book 2968, Page 603 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

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Attachment: Boundry Adjustment (Boundary Line Adjustment with City of Columbus)

PROPOSED BOUNDARY ADJUSTMENT
OF 3.9± ACRES
-2-

FROM: CITY OF COLUMBUS
TO: CITY OF REYNOLDSBURG

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EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069



06/24/2019
Date

JCD:anp
3_9 ac 20190016-ANNEX-01.doc

Attachment: Boundry Adjustment (Boundary Line Adjustment with City of Columbus)

PROPOSED BOUNDARY ADJUSTMENT OF 3.9± ACRES

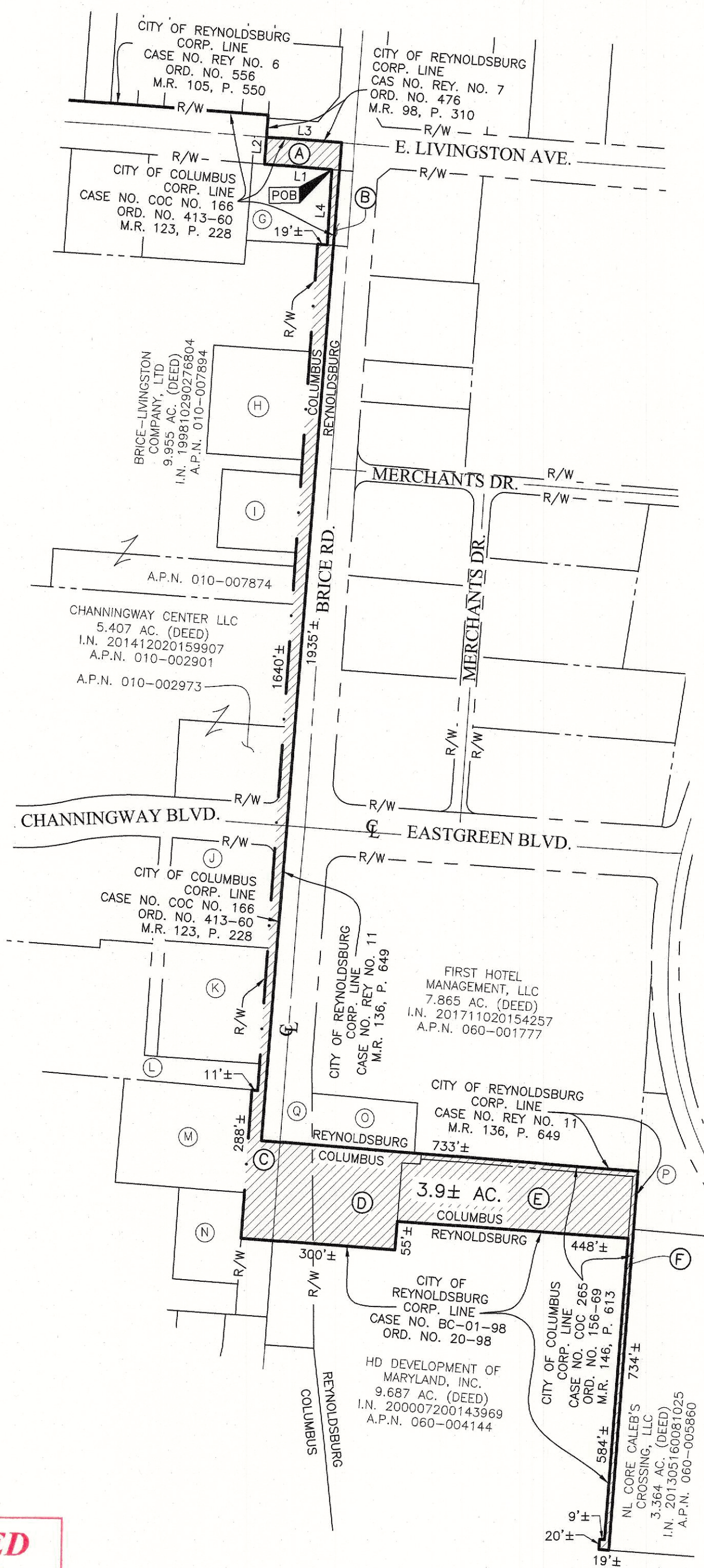
FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG

HALF LOT 40, SECTION 23 & HALF LOT 41, SECTION 24, TOWNSHIP 12, RANGE 21

REFUGEE LANDS

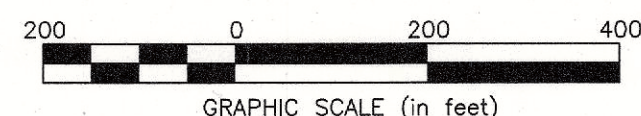
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

- CITY OF COLUMBUS
 0.230 AC. (DEED)
 D.B. 2851, P. 5
- CITY OF REYNOLDSBURG
 0.155 AC. (DEED)
 D.B. 3208, P. 452
- THE CITY OF
 COLUMBUS, OHIO
 2.854 AC. (DEED)
 D.B. 2968, P. 603
- 2440 BRICE ROAD, LLC
 1.080 AC. (DEED)
 I.N. 201009160121046
- 2444 BRICE, LLC
 1.254 AC. (DEED)
 I.N. 201502250023224
- SHELL OIL COMPANY
 99-YR LEASE
 L.V. 181, P. 112
- ERMO MARKETING COMPANY
 0.533 AC. (DEED)
 O.R. 13866105
 A.P.N. 010-123476
- O'REILLY AUTO
 ENTERPRISES, LLC
 PARCEL E
 0.900 AC. (DEED)
 I.N. 201405140059647
 A.P.N. 010-286104
- BURGER KING CORPORATION
 0.5165 AC. (DEED)
 O.R. 14247E09
 A.P.N. 010-007495
- THE CITY NATIONAL
 BANK & TRUST CO.
 0.912 AC. (DEED)
 D.B. 3193, P. 528
 A.P.N. 010-002976
- PULIDO, LLC
 TRACT I (DEED)
 I.N. 201812140169616
 A.P.N. 010-011825
- DREAM LAND HOTELS, LLC
 1.907 AC. (DEED)
 I.N. 200606140115747
 A.P.N. 010-199995
- SOK COMPANY LLC
 1.148 AC. (DEED)
 I.N. 200512090260532
 A.P.N. 010-011165
- TIM DONUT U.S.
 LIMITED INC.
 I.N. 199810020251997
 010-006289
- WAFFLE HOUSE, INC.
 0.466 AC. (DEED)
 O.R. 25496E06
 A.P.N. 060-008060
- KILLANA AMPARBENG
 AND KWEISI SETH
 AMPARBENG
 0.738 AC. (DEED)
 I.N. 201803120032560
 A.P.N. 060-002393
- THE CITY OF
 REYNOLDSBURG, OHIO
 1.621 AC. (DEED)
 D.B. 3035, P. 694



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

By *[Signature]* Date *6/28/19*



LINE TABLE	
LINE	DISTANCE
L1	130'±
L2	52'±
L3	145'±
L4	146'±



By *[Signature]* Date *06/24/2019*
 John C. Dodgion
 Professional Surveyor No. 8069

RECEIVED

JUN 28 2019

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

AREA TO BE ANNEXED
 FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG

PROPOSED CITY OF REYNOLDSBURG CORPORATION LINE

EXISTING CITY OF REYNOLDSBURG CORPORATION LINE

Contiguity Note:
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Note:
 This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

EMH&T
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

Date: June 14, 2019

Scale: 1" = 200'

Job No: 2019-0016

Sheet: 1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: July 22, 2019**TO: Public Safety, Law and Courts Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Repealing/Replacing
Various Sections of Chapter 505 Animals and Fowl; Phase 1**

Approval:

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

See Attached.

505.40 INTERFERENCE WITH POLICE DOG OR AN ASSISTANCE DOG.

- (a) No person shall recklessly do any of the following with respect to police dog:
1. Taunt, torment, or strike a police dog;
 2. Throw an object or substance at a police dog;
 3. Interfere with or obstruct a police dog, or interfere with or obstruct a law enforcement officer who is being assisted by a police dog, in a manner that does any of the following:
 - A. Inhibits or restricts the law enforcement officer's control of the police dog;
 - B. Deprives the law enforcement officer of control of the police dog;
 - C. Releases the police dog from its area of control;
 - D. Enters the area of control of the police dog without the consent of the law enforcement officer, including placing food or any other object or substance into that area;
 - E. Inhibits or restricts the ability of the police dog to assist a law enforcement officer.
- (b) No person shall recklessly do any of the following with respect to an assistance dog:
1. Taunt, torment, or strike an assistance dog;
 2. Throw an object or substance at an assistance dog;
 3. Interfere with or obstruct an assistance dog, or interfere with or obstruct a blind, deaf or hearing impaired, or mobility impaired person who is being assisted or served by an assistance dog, in a manner that does any of the following:
 - A. Inhibits or restricts the assisted or served person's control of the dog;
 - B. Deprives the assisted or served person of control of the dog;
 - C. Releases the dog from its area of control;
 - D. Enters the area of control of the dog without the consent of the assisted or served person, including placing food or any other object or substance

into that area;

E. Inhibits or restricts the ability of the dog to assist the assisted or served person.

- (c) Whoever violates subsection (a) hereof is guilty of harassing a police dog. Except as otherwise provided in this subsection, harassing a police dog is a misdemeanor of the second degree. If the violation results in the death of the police dog or if the violation results in serious physical harm to the police dog but does not result in its death, harassing a police dog is a felony and shall be prosecuted under appropriate State law. If the violation results in physical harm to the police dog but does not result in its death or in serious physical harm to it, harassing a police dog is a misdemeanor of the first degree.
- (d) Whoever violates subsection (b) of this section is guilty of harassing an assistance dog. Except as otherwise provided in this subsection, harassing an assistance dog is a misdemeanor of the second degree. If the violation results in the death of or serious physical harm to the assistance dog but does not result in its death, harassing an assistance dog is a felony and shall be prosecuted under appropriate State law. If the violation results in physical harm to the assistance dog but does not result in its death or in serious physical harm to it, harassing an assistance dog is a misdemeanor of the first degree.
- (e) This section only applies to an offender who knows or should reasonably know at the time of the violation that the police dog or horse or assistance dog that is the subject of a violation under this section is a police dog or assistance dog.
- (f) As used in this section:
 1. "Police dog" means a dog that has been trained, and may be used, to assist law enforcement officers in the performance of their official duties.
 2. "Assistance dog", "blind", and "mobility impaired person" have the same meanings as in Ohio R.C. 955.011.

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: July 22, 2019**TO: Public Safety, Law and Courts Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Repealing/Replacing
Various Sections Chapter 505 Animals and Fowl; Phase Two.**

Approval:

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

See attached.

505.03 ANIMALS RUNNING AT LARGE.

(a) No person being the owner, as defined in Section 501.01(g), of an animal or animals shall permit them to run or traverse at large upon any public place, upon any unenclosed lands, or upon the premises of another without the consent of the owner of such property within the Municipality.

(b) A dog shall not be considered to be running at large if under the reasonable control of some person ~~The owner of every animal within the Municipality shall at all times keep such animal either confined upon the premises of the owner or under the reasonable control of an individual responsible for the animal.~~

(c) The running at large of any such animal in or upon any of the places mentioned in this section is prima-facie evidence that it is running or traversing at large in violation of this section.

(d) No owner of any dog, shall permit the animal to enter upon any property not that of his owner, when it is not securely leashed. ~~or under direct control.~~ The leash securing the animal shall not be longer than six feet in length. **The leash shall be controlled by a person that is physically capable of preventing the animal from entering private property and/or making physical contact with another animal or person, so long as such contact is not initiated by another animal or person.**

(e) An animal may be confined by an underground fence, or any similar device. This is defined as a buried wire which gives a slight electrical charge when activated by a special collar worn by the animal which is to be confined. Such underground and shall not allow the animal to move closer than ten (10) feet from the sidewalk or property line. This section shall not apply to any owner who, at the time of the passage of this ordinance, has in place a non-conforming underground fence.

(f) Whoever violates this section is guilty of a minor misdemeanor. **If, within one year of the offense, the offender previously has been convicted of violating this section, the offender is guilty of a misdemeanor or the fourth degree, and if the offender has two or more violations of this section within one year, the offender is guilty of a misdemeanor in the third degree.**

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03; Ord. 48-13. Passed 7-1-13.)

505.05 IMPOUNDING AND DISPOSITION; RECORDS.

(c) A police officer or animal warden may impound every animal or dog within the Municipality found in violation of Section 505.03. Any dog or animal impounded shall not be released except upon the payment of reasonable expenses for its taking and keeping. Any dog or animal not redeemed within three days of the time it is seized or impounded may be sold or otherwise disposed of as provided by Ohio R.C. 955.16.

(d) Impounded Dog.

(1) If an impounded dog is not wearing a valid registration tag, the dog shall forthwith be turned over to an officer charged by law with the custody and disposal of such dogs.

(2) If feasible, the dog should be checked for identification by means of a microchip.

~~-(2)~~ (3) If the dog is wearing a valid registration tag or the identity of the owner, keeper, or harborer is otherwise established, notice shall immediately be given to such owner, keeper, or harborer that the dog has been impounded. Notice may be by telephone or by ordinary mail to the last known address of such owner, keeper, or harborer.

(3) (4) A record of all dogs impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs or receipts involving such dog shall be kept.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.17 NUISANCE CONDITIONS PROHIBITED.

(a) No person shall keep or harbor any animal or fowl within the Municipality so as to create noxious or offensive odors or unsanitary conditions which are a menace to the health, comfort or safety of the public.

(b) Any animal which destroys or damages any lawn, tree, shrub, plant, building or other property other than property of its owner or person in charge or control of such animal by scratching, digging, running loose, defecating or urinating, or otherwise injures property of others as described above is hereby declared a nuisance.

(c) Any person being the owner of or in charge or control of any animal shall immediately remove all feces deposited by such animal from another person's property, including public parks or other public property. The responsible person in charge or control of such animal shall immediately dispose of same in a sanitary manner.

(d) Whoever violates this section is guilty of a minor misdemeanor, however, if within one year of the offense, the offender previously has been convicted of violating this section the offender is guilty of a misdemeanor of the fourth degree, and if the offender has two or more violations of this section within one year the offender is guilty of a misdemeanor in the third degree.

(e) If the offender has two or more violations of this section within one year, the animal may be seized and removed from the City.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.23 ANIMAL BITES; REPORTS AND QUARANTINE.

(a) (1) Whenever any person is bitten by a dog or other animal, report of such bite shall be made to the applicable county Health Commissioner within twenty-four hours. The dog or other animal inflicting a bite shall immediately be examined by a qualified veterinarian and results of such examination shall be reported to the Health Commissioner within twenty-four hours. At the direction of the Health Commissioner, the dog or other animal shall either be confined by its owner or harbinger to his premises away from the public at large, or be placed under supervision of a veterinarian at the owner's or harbinger's expense. The isolation or observation period shall not be less than ten days from the date the person was bitten at which time a report of the condition of the animal shall be made to the Health Commissioner.

(2) No person shall fail to comply with the requirements of this section or with any order of the Health Commissioner made pursuant thereto, nor fail to immediately report to the Health Commissioner any symptom or behavior suggestive of rabies.

(b) No owner, keeper, or harbinger of any dog, cat or ferret shall fail to have same animal vaccinated against rabies **nor shall any animal impounded by the City be released until proof is shown that the animal has been vaccinated against rabies.**

(c) No owner, keeper or harbinger of a dangerous dog or other dangerous animal, as defined in 505.01(b) shall fail to report any incident of dog or animal bite within one hour to the City animal control officer or the City Police Department or the County Board of Health.

(d) Whoever violates divisions (a) or (b) is guilty of a minor misdemeanor. Whoever violates division (c) is guilty of a misdemeanor of the fourth degree.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.31 MARKETING WILD OR EXOTIC ANIMALS.

(a) No person shall market in any form wholesale or retail, any vicious, dangerous, wild, or exotic animals within the municipality. ~~Exceptions to the above include pure domestic cats, pure domestic dogs (not hybrid), domestic rabbits, guinea pigs, chinchilla, mice, hamsters, gerbils, parrot like birds, non poisonous fish, non poisonous reptiles and non poisonous snakes under five feet in length, hedge hogs and ferrets.~~

(b) Whoever violates this section is guilty of a misdemeanor of the second degree. Each day such section is violated shall constitute a separate offense.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.33 KEEPING WILD OR EXOTIC ANIMALS.

(a) No person shall own or harbor any wild or exotic animal or animal **within the municipality unless otherwise permitted under Ohio law.** ~~that is endangered within the municipality.~~

~~—(b) Exceptions to division (a) herein are veterinarians for the purpose of medical treatment and educational facilities.~~

~~—(c) Permission to temporarily keep and care for a native Ohio wild or exotic animal that is under the care of a licensed veterinarian shall be obtained from the Ohio Department of Natural Resources.~~

~~—(d) Animals which may be owned or harbored within the municipality are: pure domestic cats, pure domestic dogs (not hybrid), domestic rabbits, guinea pigs, chinchillas, mice, hamsters, gerbils, parrot-like birds, non-poisonous fish, non-poisonous reptiles, and non-poisonous snakes under five feet in length, hedge hogs, ferrets, and horses owned prior to the effective date of this ordinance.~~

(e) **(b)** Whoever violates this section is guilty of a misdemeanor of the second degree. Each day such violation occurs or continues shall constitute a separate offense.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

~~505.39 REPORT OF ESCAPE OF EXOTIC OR DANGEROUS ANIMAL.~~

~~—(a) The owner or keeper of any member of a species of the animal kingdom that escapes from his custody or control and that is not indigenous to this state or presents a risk of serious physical harm to persons or property, or both, shall, within one hour after he discovers or reasonably should have discovered the escape, report it to a law enforcement officer of the Municipality and the sheriff of the county where the escape occurred.~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

Development Department

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

ORDINANCE REQUEST

DATE: July 22, 2019

TO: Public Service and Transportation Committee

**RE: ORDINANCE AUTHORIZING EMH&T TO CONDUCT
SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES
FOR ROADWAY IMPROVEMENTS TO Davidson Drive;
APPROPRIATING FUNDS THEREFORE.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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EMH&T will provide survey, engineering design and assistance with bidding for the Davidson Drive improvements. The proposed improvements includes a full depth reclamation of the existing pavement section; widening the road, A paved Multi-use trail that connects the park and community center areas to the Blacklick Creek Trail and to East Main Street, Decorative street lighting, Stormwater management, The addition of street trees, and On-street parking

Requesting \$146,824.00 from unappropriated Capital Projects fund (410) and appropriated to is 410.000.0173.5659 Davidson Drive Improvements



Engineers, Surveyors, Planners, Scientists

June 12, 2019

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

**Re: Roadway Improvements for Davidson Drive
Proposal for Engineering Services**

Dear Mr. Kundtz,

EMH&T is pleased to present a proposal for surveying, engineering, and bidding services for the roadway improvements for Davidson Drive between East Main Street and Haft Drive. A preliminary engineering effort, which included a concept exhibit and preliminary opinion of probable cost, was completed for this project (see attached). The proposed improvements include the following:

- Replacement of the deteriorated inverted crown, concrete pavement section with a normally crowned asphalt pavement with curb and gutter.
- Reconstruction of approximately 6,900 square yards of roadway pavement
- The addition of curb/gutter along the edge of the roadway to facilitate better surface drainage
- Enhancements to the existing storm sewer system
- Consistent with the Reynoldsburg Community Master Plan, this improvement will incorporate the following “complete street” features:
 - A paved Multi-use trail that connects the park and community center areas to the Blacklick Creek Trail and to East Main Street
 - Decorative street lighting improvements on the east side of the road (due to limited right-of-way and proximity of private residence backyards on the west side)
 - Stormwater management through the use of rain gardens or similar types of green infrastructure
 - The addition of street trees and rain garden plantings
 - On-street parking will be considered as shown on the preliminary concept exhibit (see attached)

The total anticipated cost of this improvement is \$2,050,000 as outlined in the detailed cost estimate.

SCOPE OF SERVICES

EMH&T will prepare detailed plans and specifications for the roadway improvements for Davidson Drive. The following is a detailed summary of the scope of work for this project:

1. Survey

- a. Topographic Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design of the roadway improvements will be acquired. The Ohio Utilities Protection Service will be called in advance of field survey to provide planning information and field markings. All survey will be on the North American Datum 1983 State Plane Coordinate system and the North American Vertical Datum 1988. Existing topographic features such as existing pavements, embankments, storm sewers, and any other physical features which may be impacted by design will be surveyed.
- b. Right-of-Way Determination – EMH&T will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within Davidson Drive to verify that the designed improvements do not encroach on private property without easements or rights of entry.

2. Roadway Plans and Specifications

- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and 3 project coordination meetings throughout the design phase at various decision points or project milestone dates. We will develop a project schedule and maintain a project schedule throughout the course of the design phase.
- b. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts. All existing utilities within the project corridor will be modeled.
- c. Coordinate with a subconsultant to acquire pavement cores/borings along the project corridor to acquire information relating to the existing pavement composition and subgrade condition. This data will be used to develop a pavement section and any subgrade stabilization requirements.
- d. Roadway drawings will be prepared to show the physical layout of the roadway improvements including curb alignment and tapers, on-street parking (if desired), sidewalk improvements, and trail improvements.
- e. Evaluate existing roadway and roadside grades and prepare a proposed profile grade for the roadway improvements.
- f. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each driveway/access drive entrance.
- g. Cross sections will be prepared for the full width and length of the roadway reconstruction.
- h. Typical roadway sections, plan details, supplemental project notes and specifications will be prepared.
- i. Develop an estimate of quantities and engineer's opinion of probable cost at each of the design milestone stages.
- j. Prepare sedimentation and erosion control plans and details for the improvements.
- k. Staged submittals at the 50%, 75%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.

3. Storm Sewer Plans

- a. Evaluate drainage patterns within the project corridor and prepare a storm sewer tributary area map to delineate catchment areas to each of the proposed inlets.

- b. Prepare storm sewer layout and spreadsheet computations using the rational method.
 - c. Evaluate inlet spacing by preparing storm runoff spread calculations. Make adjustments to the design as necessary.
 - d. Evaluate options for post construction water quality and coordinate with the City on green infrastructure alternatives. Prepare detailed design computations and design of post-construction BMP(s).
- 4. Landscape Plans
 - a. Coordinate with the City on plant material preferences and options.
 - b. Develop a street tree planting plan and details.
 - c. Prepare rain garden planting plan and landscape details.
- 5. Traffic and Lighting Plans
 - a. Prepare street lighting plans within the project corridor.
 - i. Evaluate photometrics within the corridor to determine street light spacing
 - ii. Coordinate with AEP on power service and lighting controller locations.
 - iii. Coordinate with private utilities on pole placement
 - b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
 - c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain traffic during construction.
- 6. Permitting and Utility Coordination
 - a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent for the City to send to the Ohio EPA.
 - b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether or not any conflicts exist between existing utilities and the City's proposed improvements. It is assumed that we will send plans to the utility companies two times during design (75% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
- 7. Bidding
 - a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. 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, review of bids and formal recommendation of award

Exclusions: Items specifically not included within the scope of this proposal include: Construction inspection, construction administration, land appraisal, private utility relocation design, offsite storm sewer improvements, or environmental investigations.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. We anticipate these improvements being designed in 2019 and constructed in 2020.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. This proposal is only for the identified scope of work. Fees for this work described within the Scope of Services shall not exceed the amounts 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	\$9,858.00
Task 2: Roadway Plans	\$70,420.00
Task 3: Storm Sewer Plans	\$21,460.00
Task 4: Landscaping Plan	\$7,686.00
Task 5: Traffic and Lighting Plans	\$25,170.00
Task 6: Permitting and Utility Coordination	\$8,320.00
Task 7: Bidding Services	\$3,910.00
TOTAL FEE	\$146,824.00

If this description and estimated fee meet your approval, please authorize with your signature below. We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-5555.

Respectfully submitted,



Ryan M. Andrews, PE

Cc: Mr. Andrew Bowsher, Director of Development
File (EMH&T)

Attachments: 1. Preliminary Cost Estimate
3. Project Exhibit

Acceptance and Authorization to Proceed:

Attachment: Proposal -Davidson Drive 6.12.19 (Davidson Drive Improvements)

City of Reynoldsburg
Davidson Drive Improvements

June 12, 2019
Page 5 of 5

Authorized Signature

Print Name and Date



OPINION OF PROBABLE CONSTRUCTION COST
CITY OF REYNOLDSBURG
ROADWAY IMPROVEMENT PROJECT FOR
DAVIDSON DRIVE IMPROVEMENTS
June 7, 2019

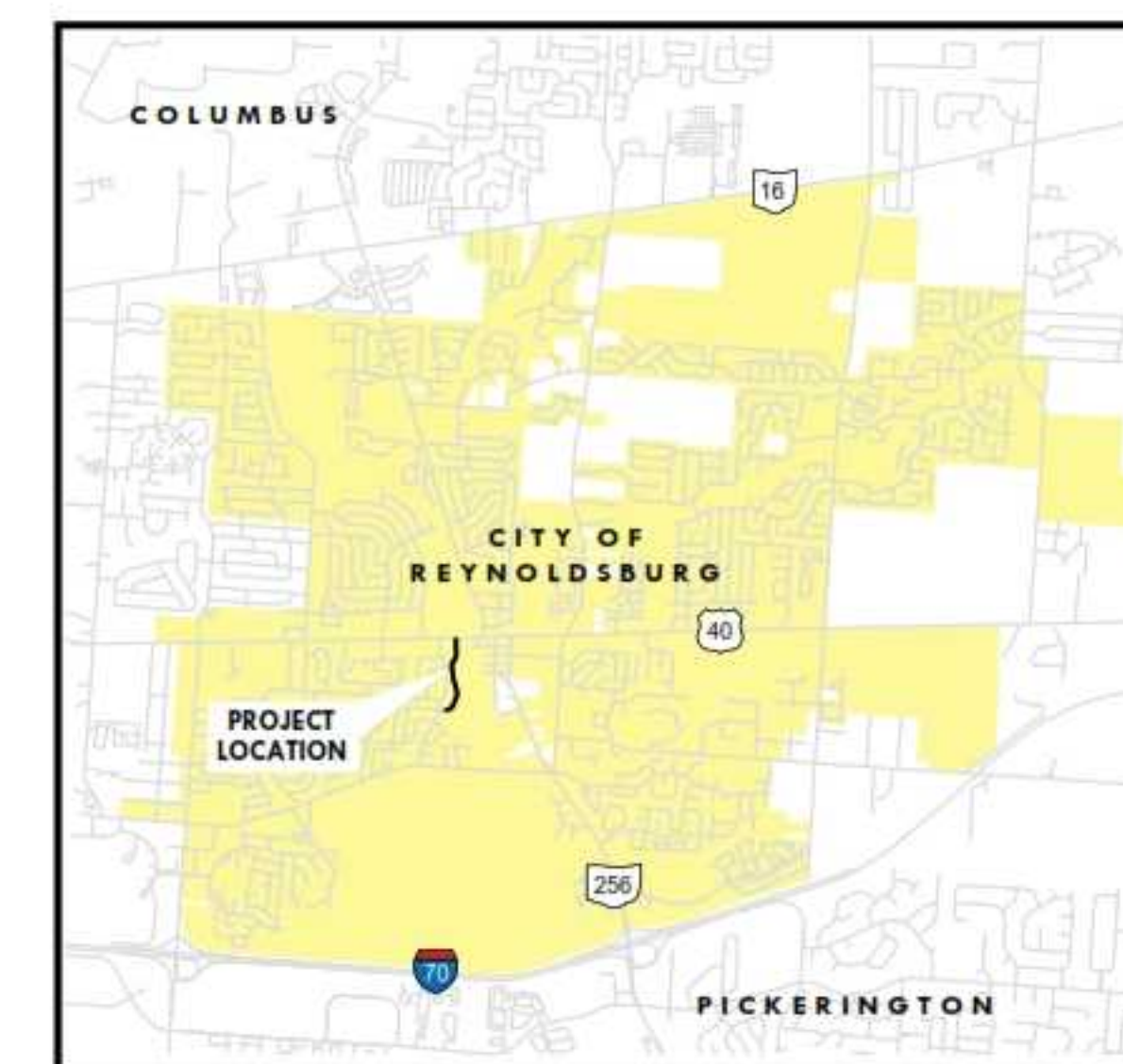
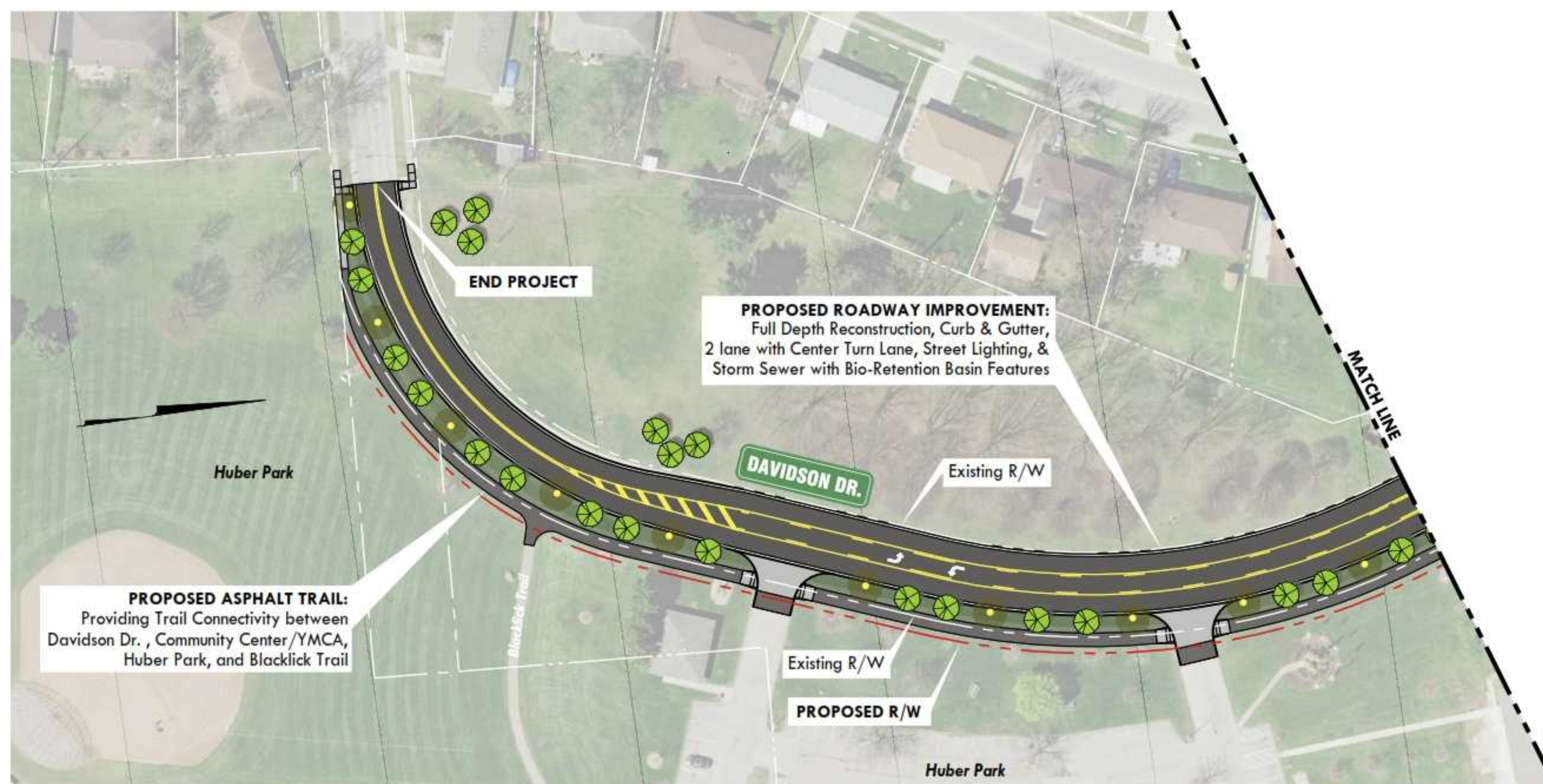
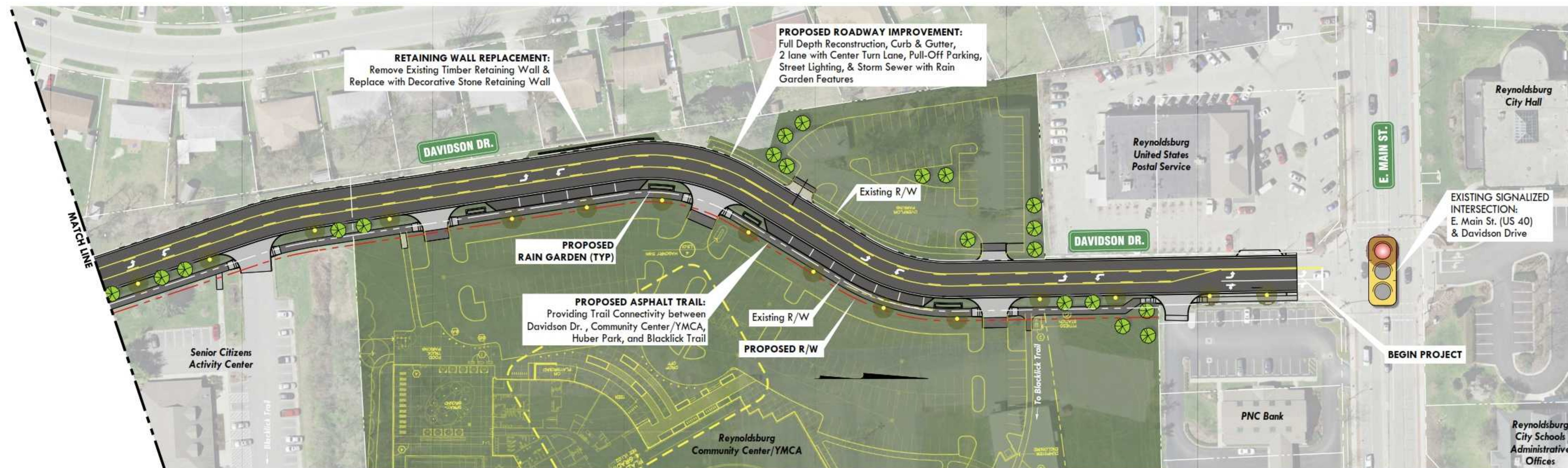
Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
ROADWAY							
1	CMSC/SS	201	Clearing and Grubbing, Including Tree Removal	1	L.S.	\$ 5,000.00	\$ 5,000.00
2	CMSC	202	Concrete Driveway Approach, Removed	100	S.Y.	\$ 5.00	\$ 500.00
3	CMSC	202	Concrete Walk and Ramps, Removed	6,150	S.F.	\$ 2.50	\$ 15,375.00
4	CMSC	202	Other Miscellaneous Removals	1	L.S.	\$ 5,000.00	\$ 5,000.00
5	CMSC/SS	203	Excavation and Embankment, Including Pavement Removal	4,575	S.Y.	\$ 35.00	\$ 160,125.00
6	CMSC/SS	204*	Excavation of Unsuitable Subgrade	150	C.Y.	\$ 40.00	\$ 6,000.00
7	CMSC	204*	Granular Embankment (Item 304)	150	C.Y.	\$ 50.00	\$ 7,500.00
8	CMSC	204*	Geogrid	500	S.Y.	\$ 5.00	\$ 2,500.00
9	CMSC/SS	204	Subgrade Compaction for Roadway	6,860	S.Y.	\$ 2.50	\$ 17,150.00
10	CMSC	301	Asphalt Concrete Base, T=5-in	952	C.Y.	\$ 170.00	\$ 161,840.00
11	CMSC	301	Asphalt Concrete Base, T=3-in	30	C.Y.	\$ 170.00	\$ 5,100.00
12	CMSC	304	Aggregate Base, 6-in	1,202	C.Y.	\$ 50.00	\$ 60,100.00
13	CMSC	407	Trackless Tack Coat, 0.1 gal/SY	1,425	gal	\$ 4.50	\$ 6,412.50
14	CMSC	441	Asphalt Concrete Surface Course, Type 1, (448), PG 70-22M, T=1.25-in	285	Ton	\$ 90.00	\$ 25,650.00
15	CMSC	441	Asphalt Concrete Intermediate Course, Type 1, (448), T=1.75-in	335	Ton	\$ 90.00	\$ 30,150.00
16	CMSC	441	Asphalt Concrete Surface Course, Type 1, (448), PG 70-22M, T=2-in	20	C.Y.	\$ 185.00	\$ 3,700.00
17	CMSC/SS	452	Non-Reinforced Concrete Pavement, Commercial Driveway Approach Removed and Replaced, T=8-in	400	S.Y.	\$ 80.00	\$ 32,000.00
18	CMSC/SS	605	4-in Pipe Underdrains	4,300	L.F.	\$ 7.50	\$ 32,250.00
19	CMSC	607	Timber Pedestrian Fence, Per Detail	100	L.F.	\$ 80.00	\$ 8,000.00
20	CMSC/SS	608	Concrete Walk with 4-in Aggregate Base, Class S	150	S.F.	\$ 7.00	\$ 1,050.00
21	CMSC/SS	608	Asphalt Multiuse Trail with 4-in Aggregate Base, Per Detail	12,300	S.F.	\$ 5.00	\$ 61,500.00
22	CMSC/SS	608	Curb Ramp and Landing, Class COC 5	2,500	S.F.	\$ 10.00	\$ 25,000.00
23	CMSC	608	Detectable Warning Type E, Red, For Shared Use Path, Per COC SS 1551	10	Ea.	\$ 450.00	\$ 4,500.00
24	CMSC	609	Combination Curb and Gutter	4,300	L.F.	\$ 23.00	\$ 98,900.00
25	CMSC	609	Curb, Straight 18-in	150	L.F.	\$ 30.00	\$ 4,500.00
26	CMSC/SS	653	Topsoil Furnished and Placed, T=3-in	500	C.Y.	\$ 55.00	\$ 27,500.00
27	CMSC/SS	659	Seeding and Mulching	6,000	S.Y.	\$ 2.00	\$ 12,000.00
28	CMSC/SS	659	Watering, As Per Plan	1	L.S.	\$ 1,500.00	\$ 1,500.00
29	CMSC	807*	Valve or Curb Box, Adjusted to Grade	10	Ea.	\$ 150.00	\$ 1,500.00
30	SS	SPEC	Stacked Limestone Retaining Wall	500	S.F.	\$ 80.00	\$ 40,000.00
Roadway Construction Subtotal =							\$ 862,302.50
STORM SEWER							
31	CMSC	202	Catch Basin, Removed	5	Ea.	\$ 1,000.00	\$ 5,000.00
32	CMSC/SS	202*	Existing Pipe Removed (12-in to 21-in)	250	L.F.	\$ 20.00	\$ 5,000.00
33	CMSC	601	Rock Channel Protection, Type B with Filter	8	C.Y.	\$ 160.00	\$ 1,280.00
34	CMSC	604*	Manhole, Adjusted to Grade	3	Ea.	\$ 200.00	\$ 600.00
35	CMSC	604*	Catch Basin, Adjusted to Grade	2	Ea.	\$ 250.00	\$ 500.00
36	CMSC	604	Curb and Gutter Inlet	1	Ea.	\$ 250.00	\$ 250.00
37	CMSC	604	Manhole, Type C, Per AA-S102	4	Ea.	\$ 3,000.00	\$ 12,000.00
38	CMSC	604	Catch Basin, Per COC AA-S134A Standard Catch Basin (24" Side Inlets)	1	Ea.	\$ 2,500.00	\$ 2,500.00
39	CMSC	604	Curb and Gutter Inlet	16	Ea.	\$ 3,000.00	\$ 48,000.00
40	CMSC	901	12-in Storm Sewer with Type 1 Bedding and 912 Backfill	800	L.F.	\$ 90.00	\$ 72,000.00
41	CMSC	901	18-in Storm Sewer with Type 1 Bedding and 912 Backfill	300	L.F.	\$ 125.00	\$ 37,500.00
42	SS	SPEC	Rain Garden / Bioretention Basins	1	L.S.	\$ 100,000.00	\$ 125,000.00
Storm Sewer Subtotal =							\$ 309,630.00

Attachment: Proposal -Davidson Drive 6.12.19 (Davidson Drive Improvements)

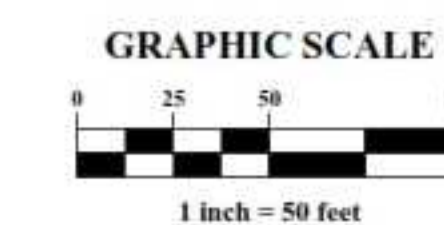


OPINION OF PROBABLE CONSTRUCTION COST CITY OF REYNOLDSBURG ROADWAY IMPROVEMENT PROJECT FOR DAVIDSON DRIVE IMPROVEMENTS June 7, 2019							
Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
TRAFFIC CONTROL							
43	CMSC	630	Ground Mounted Support, No. 3 Post, As Per Plan	200	L.F.	\$ 17.00	\$ 3,400.00
44	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	2	Ea.	\$ 500.00	\$ 1,000.00
45	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	100	S.F.	\$ 30.00	\$ 3,000.00
46	CMSC	630	Removal of Ground Mounted Support and Disposal	20	Ea.	\$ 35.00	\$ 700.00
47	CMSC	630	Removal of Ground Mounted Sign and Storage	20	Ea.	\$ 40.00	\$ 800.00
48	CMSC	644	Center Line	0.85	Mi.	\$ 5,100.00	\$ 4,335.00
49	CMSC	644	Stop Line	25	L.F.	\$ 7.00	\$ 175.00
50	CMSC	644	Crosswalk Line	400	L.F.	\$ 3.50	\$ 1,400.00
51	CMSC	644	Channelizing Line, 10"	150	L.F.	\$ 3.50	\$ 525.00
52	CMSC	644	Transverse/Diagonal Line	300	L.F.	\$ 6.00	\$ 1,800.00
53	CMSC	644	Lane Arrow	12	Ea.	\$ 120.00	\$ 1,440.00
Traffic Control Subtotal =							\$ 18,575.00
STREET LIGHTING							
54	CMSC	1001	Pull Box, Medium Duty, 13"x24" (MIS-54)	25	Ea.	\$700.00	\$ 17,500.00
55	CMSC	1001	6' Street Light Foundation (MIS-201)	25	Ea.	\$1,000.00	\$ 25,000.00
56	CMSC	1001	3-Wire Underground Circuit (MIS-404)	4379	CKT FT	\$7.00	\$ 30,653.00
57	CMSC	1001	3-Wire Pole to be Wired (MIS-501)	25	Ea.	\$600.00	\$ 15,000.00
58	CMSC	1001	120/240V Ground Mounted Control Site, Complete (MIS-603), As Per Plan	1	Ea.	\$6,000.00	\$ 6,000.00
59	CMSC	1001	2-Inch Conduit, Concrete Encased (MIS-700)	3129	L.F.	\$15.00	\$ 46,935.00
60	CMSC	1001	3-Inch Rigid Steel with 2-Inch Conduit Insert Jacked or Drilled (MIS-702)	1010	L.F.	\$48.00	\$ 48,480.00
61	CMSC	1001	Existing Overhead System Removal	1	L.S.	\$8,000.00	\$ 8,000.00
62	CMSC	1001	Post Top Pole, Black	25	Ea.	\$2,150.00	\$ 53,750.00
63	CMSC	1001	Luminaire, 57W LED, 240 Volt, Black, As Per Plan	26	Ea.	\$1,400.00	\$ 36,400.00
64	CMSC/SS	1001	Pad Mounted Controller	1	L.S.	\$ 12,000.00	\$ 12,000.00
Street Lighting Subtotal =							\$ 299,718.00
GENERAL ITEMS							
65	CMSC/SS	207	Sedimentation and Erosion Control	1	L.S.	\$ 15,000.00	\$ 15,000.00
66	CMSC	614	Maintaining Traffic	1	L.S.	\$ 50,000.00	\$ 50,000.00
67	CMSC	623	Construction Layout Stakes	1	L.S.	\$ 15,000.00	\$ 15,000.00
General Items Subtotal =							\$ 80,000.00
*DENOTES CONTINGENCY ITEM				CONSTRUCTION SUBTOTAL =		\$1,570,000.00	
				CONTINGENCY (10%) =		\$157,000.00	
				OPINION OF PROBABLE CONSTRUCTION COST =		\$1,727,000.00	
				ENGINEERING =		\$157,000.00	
				INSPECTION =		\$157,000.00	
				OPINION OF TOTAL PROJECT COST =		\$2,041,000.00	
PREPARED BY: RMA							
CHECKED BY:							
CHECKED DATE: 6/7/2019							

Attachment: Proposal -Davidson Drive 6.12.19 (Davidson Drive Improvements)



PROJECT LOCATION MAP
Not To Scale

[illegible]

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
DAVIDSON DRIVE
PROJECT CONCEPT EXHIBIT

DATE	JOB NO.
June 7, 2019	20190016
SCALE	SHEET
1" = 50'	1/1

Development Department

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

ORDINANCE REQUEST

DATE: **July 22, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN
STORMWATER INVESTIGATION STUDIES AND PRELIMINARY ENGINEERING AT
VARIOUS LOCATIONS; APPROPRIATING FUNDS THEREFOR.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Study will investigate and determine the reason for and possible solutions to address localized stormwater flooding along Hentz Drive and along Broadwyn Drive, as well evaluating solutions to address recurring maintenance issues within a portion of the roadside ditch along the east side of State Route 256. Residents have documented and reported significant street flooding and, in one location (1409 Hentz Road), yard and building flooding.

Requesting \$36,400.00 from unappropriated Stormwater fund (740) and appropriated to (740.737.5331) engineering/architecture