



**FINANCE COMMITTEE
MONDAY JULY 20, 2015**

COMMITTEE MEETING:

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I - Scott A. Barrett
Ward II - Leslie Kelly
Ward III - Cornelius McGrady III
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Kelly, McGrady, Clemens, Cotner, Long, Barrett, Skinner
Safety: Chmn Long, Skinner, Clemens, Kelly, Cotner, Barrett, McGrady
Service: Chmn Clemens, Barrett, Kelly, Cotner, Long, McGrady, Skinner
Finance: Chmn Cotner, Long, Clemens, Kelly, Barrett, McGrady, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a "Speaker Form" and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – July 6, 2015
4. Discussion
 - a. Amendment to 2011 Lease Between the City of Reynoldsburg and Wesley Ridge
 - b. Huber Park Master Plan Completion
 - c. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T TO DESIGN AND BID THE LIVINGSTON AVENUE IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. (First Reading 7/13/2015 ~ Requests Passage as an Emergency at Second Reading.)
 - d. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PHOENIX DISTRIBUTORS, FOR THE TRADE IN OF CURRENT WEAPONS. (Second Reading 7/13/2015).

FINANCE COMMITTEE MONDAY JULY 6, 2015

COMMITTEE MEETING:

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Call to Order

PRESENT: Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner, Joseph

ABSENT:

2. Approval of Agenda

Chairman Cotner: The first item is the approval of the agenda. I do have one speaker slip that I'm going to add in here, that is not on the agenda. So, I will go ahead and make a motion to add him in as the last item on the agenda. Do I have a motion to approve the agenda as amended? Thank you. All in favor say Aye, "Aye". Opposed, "(none)".

3. Approval of Minutes

a. Finance Committee – Committee Meeting – June 15, 2015

Minutes stand approved.

4. Discussion

a. Motion that the Council of the City of Reynoldsburg Does Hereby Appoint Robert Linder to Serve on the Board of Zoning & Building Appeals with a Term Beginning July 13, 2015 and Ending March, 2016.

Chairman Cotner: Mr. Havener, do you have anything that you want to speak on this? We have got certainly the memo. Is there anything you want to share about the process or position, or anything? Kinda not sure, but I see you meandering so...

Mr. Havener: Thank you Chairman Cotner, Council. Reverend, Pastor Linder has approached us due to the fact that there has been minimal interest by the community in fulfilling these positions. And, with Pastor Linder's credentials, and his interest in seeing this community move forward in a positive manner, we believe he was presented in a positive light, and could be a very good benefit to the Planning Commission, as a member. I really don't have anything else to add at this point, unless there are any other questions.

Chairman Cotner: Any questions?

Minutes Acceptance: Minutes of Jul 6, 2015 7:30 PM (Approval of Minutes)

RESULT:	REFERRED [UNANIMOUS]	Next: 7/13/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Scott A. Barrett, Ward I	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- b. Ordinance Authorizing the Appropriation of \$3,906.94 from the Unappropriated General Fund to Pay for Additional Costs Associated with Damages to the Senior Citizen Center Building, and Declaring an Emergency.

Chairman Cotner: Item 4.b. is the Appropriation of Funds for our Senior Center, and we have our Parks and Rec Director coming up to tell us all about this good stuff.

Ms. Bauman: Thank you Chairman Cotner, members of Council, we are bringing forth legislation tonight to ask for the appropriation of \$3906.94 into account 5361, that's the Building Repair and Maintenance account for the Senior Center. These monies are needed to pay for the remaining invoices and miscellaneous supplies needed that were damaged in the fire.

Chairman Cotner: Any questions for Ms. Bauman? Ok. Simple enough.

Ms. Bauman: Thank you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/13/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Cornelius McGrady III, Ward III	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- c. Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds and Declaring an Emergency.

Chairman Cotner: Item 4.c. is a request for a "Then and Now". The auditor loves to explain these things, and here he comes to enlighten us as well.

Mr. Harris: This particular "Then and Now" was created when we had the fire at the Senior Center, and the Parks Director came in and asked because of the insurance companies, as they generally are, are very slow at paying things, and things had kind of slowed down on the clean up over there, and wanted to know if we could go ahead and pay so they could get it done, and the insurance company would reimburse us. This was caused by the fact that they had already done work over there without a purchase order opened, and if we had had an amount we would have done it "Then and Now" at the same time Council authorized me to do so. This is just kinda cleaning that up. And I will answer any questions if anybody has one.

Chairman Cotner: I think it's pretty easy. Questions, comments?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/13/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Cornelius McGrady III, Ward III	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- d. Ordinance Authorizing the Mayor to Enter into an Agreement with Emh&T to Design and Bid the Livingston Avenue Improvement Project; Appropriating Funds Therefore; and Declaring an Emergency. (Requests Passage as an Emergency at Second Reading.)

Chairman Cotner: Item 4.d., Proposal for the Livingston Ave. design and bidding services. Mr. Burd.

Mr. Burd: Thank you Chairman Cotner, members of Council. As you are all aware, we received another grant from the OPWC to do a 3.8 million dollar improvement on Livingston Ave. next year. This legislation would authorize our engineering firm, EMH&T, to design that project, and when they are done with that portion, they will then bid the project. The cost for the services is \$177,456.00. The key thing about that is that this money gets reimbursed to us as part of our grant next year. So, we are appropriating the funds but we do get them back next year. The proposal they provided goes into pretty specific details about what they do during the design phase, if you are interested. We would like to see this pass as an emergency, no later than its second reading, which I believe is the 27th, your last meeting before the recess. That way they can get this design work begun in August. A project this size takes a while and there are some time lines that the OPWC lays out for us to meet. So, we are hoping we can get this going in August. And obviously, we are excited to be able to continue some improvements in that part of the city. I would be happy to answer any questions you have at this time.

Chairman Cotner: Questions for Mr. Burd?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/13/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

- e. Ordinance Authorizing the Mayor to Enter into an Agreement with Phoenix Distributors, for the Trade in of Current Weapons. (First Reading 6/22/2015).

Chairman Cotner: Next item, item 4.e., is an Ordinance Authorizing the Mayor to Enter into an Agreement with Phoenix Distributors, for the Trade in of Current Weapons. First reading on this was held June 22nd. Questions or comments on this one?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 7/13/2015 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Barrett, Kelly, McGrady III, Clemens, Cotner, Long, Skinner	

5. Community Comment

Chairman Cotner: And last, but not least, a speaker slip was turned in. I think a good way for us to close the meeting this evening is by...and normally, when Mr. Brusk comes up, everyone starts wondering what he is going to say to us. But no, Mr. Brusk's title tonight is "Nice Stuff".

Mr. Brusk: Thank you so much Chairman Cotner and Council, for letting me speak out of the normal order of things. But, this is kinda timely and I'd like to do it. As you know, when I am upset with things, I do come forward and maybe let you know that I might be a little upset. But, this time, I just want to thank the city, especially Parks and Rec Donna, Police Chief O'Neill, Fire Department Truro, for a wonderful parade. They did a great job on that. And, I also want to thank RCA, the Reynoldsburg Community Association. Again, without the help of Parks and Rec, the Police, The Street Department, and Truro, we would have had a lot of trouble for the parade. And, with that, I will let you get home.

Chairman Cotner: Thank you very much. And I think everyone up here would echo those same sentiments. We very much appreciate all the hard work from our community and some of our leaders also. Anything else from our Finance Committee? Ok, with no other comments, we will adjourn.

City Auditors Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: July 20, 2015**TO: Finance Committee****RE: Amendment to 2011 Lease Between City of Reynoldsburg and Wesley Ridge**

Emergency/Suspension: Emergency

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

Statement of necessity: To amend the lease to allow for the interest rate to conform with the new Bonds issued by Franklin County.

The First Amendment amends the interest rate in effect for the 2011 Bonds issued by the City for the benefit of Wesley Ridge, to conform to the interest rate on the Bonds to be issued by Franklin County within the next couple months. The Ordinance authorizes the Lease Amendment and a joint public hearing to be held with the Franklin County Hospital Commission in connection with Bonds to be issued by Franklin County for improvements located at Wesley Ridge, in addition to the new campus near New Albany to be known as Wesley Woods.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE LEASE DATED AS OF DECEMBER 1, 2011 IN CONNECTION WITH THE \$9,000,000 HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2011 (WESLEY RIDGE RESIDENCE CORPORATION) PREVIOUSLY ISSUED BY THE CITY OF REYNOLDSBURG, OHIO; PROVIDING FOR AND AUTHORIZING CERTAIN OTHER MATTERS RELATED TO HEALTH CARE FACILITIES REVENUE BONDS ISSUED OR TO BE ISSUED FOR THE BENEFIT OF WESLEY RIDGE CORPORATION; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Reynoldsburg, Ohio (the “Issuer”) is a municipal corporation and political subdivision in and of the State of Ohio (the “State”), is duly organized and existing under and by virtue of the laws of the State and its Charter, and is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the “Act”), and the Issuer’s Charter among other things: (i) to acquire, construct, improve and equip “hospital facilities” as defined in the Act (“Hospital Facilities”), and to acquire real estate and interests therein, including without limitation, improvements situated thereon comprising hospital facilities; (ii) to issue its revenue bonds for the purpose of (a) paying the “costs of hospital facilities,” as defined in the Act, (b) paying for the reimbursement of all moneys advanced or applied by a hospital agency or others or borrowed from others for the payment of any item or items of “costs of hospital facilities,” and (c) paying all other necessary or incidental expenses thereto and to the issuance of such revenue obligations, (iii) to enter into lease agreements with a “nonprofit hospital agency,” as defined in the Act (“Hospital Agency”), to provide for revenues to pay the principal of and interest and any premium on those revenue bonds; (iv) to enter into agreements with another “public hospital agency”, as defined in the Act, whereby such other public hospital agency shall be permitted to issue health care facilities revenue bonds to finance the costs of Hospital Facilities located within the Issuer, and (v) to enact this Ordinance and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein, and

WHEREAS, the Issuer has previously issued, sold and delivered, on behalf of Wesley Ridge Residence Corporation, an Ohio nonprofit corporation (“Wesley Ridge”), its \$9,000,000 Health Care Facilities Revenue Bonds, Series 2011 (Wesley Ridge Residence Corporation) (the “Series 2011 Bonds”), the sale of which Series 2011 Bonds were awarded to and are held by First Merit Bank, N.A. (“First Merit”); and

WHEREAS, First Merit and Wesley Ridge have agreed to certain amendments to the Lease dated as of December 1, 2011 (the “Lease”), between the Issuer and Wesley Ridge, including an amendment to the interest rate formula with respect to the Series 2011 Bonds, and have requested the Issuer to authorize the execution and delivery of a First Amendment to the Lease dated as of December 1, 2011 to implement such amendments; and

WHEREAS, it is anticipated that a portion of the outstanding principal amount of the Series 2011 Bonds will be sold by First Merit to Huntington Public Capital Corporation; and

WHEREAS, pursuant to the Public Hospital Agencies Agreement dated as of April 1, 2005, between the County of Franklin, Ohio and the City of Reynoldsburg, Ohio, it is anticipated that the County of Franklin, Ohio, acting by and through the County Hospital Commission of Franklin County ("Franklin County"), will issue health care facilities revenue bonds (the "Series 2015 Bonds"), a portion of the proceeds of which will finance the acquisition, construction, renovation and equipping of Hospital Facilities to be owned and operated by Wesley Ridge and located within the Issuer; and

WHEREAS, in connection with the issuance of the Series 2015 Bonds by Franklin County, "applicable elected representative approval" by the Issuer is required to be provided pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), following a public hearing held in accordance with such requirements (the "TEFRA Hearing"); and

WHEREAS, the Issuer is willing to hold the TEFRA Hearing jointly with Franklin County, which TEFRA Hearing is contemplated to be held at a meeting of the County Hospital Commission of Franklin County; and

WHEREAS, it is necessary in connection with the matters described above to provide for the authorization of a First Amendment to the Lease dated as of December 1, 2011 and to authorize certain other actions and documents; and

WHEREAS, adoption of this Ordinance as an emergency measure is necessary for the immediate preservation of the public peace, health or safety of the residents of the Issuer, because of Wesley Ridge's need to modify the Series 2011 Bonds and cause the issuance of the Series 2015 Bonds as soon as possible in order to provide for the acquisition, construction, installation and improvement of the Hospital Facilities and the health care services to be provided therein on the earliest possible date;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Reynoldsburg, Fairfield, Franklin and Licking Counties, Ohio that:

Section 1. First Amendment to the Lease. To provide for the modification of the terms of the Series 2011 Bonds pursuant to an agreement between Wesley Ridge and First Merit, and the consummation of the transactions contemplated herein, this Council hereby consents to, authorizes and approves the execution and delivery of a First Amendment to the Lease Dated as of December 1, 2011 (the "First Amendment") substantially in the form thereof now on file with this Council. The Mayor or the City Auditor, or any other official of the Issuer, acting alone or in conjunction with any of the foregoing, is authorized and directed to execute and deliver in the name and on behalf of the Issuer, the First Amendment in substantially the form submitted to this Council.

The First Amendment is approved with changes therein which are not inconsistent with this Ordinance, which are not substantially adverse to the Issuer, which are permitted by the Act and the Issuer's Charter, and which are approved by the official or officials executing the First Amendment. The approval of those changes by that official or officials, and the character of those changes as not being substantially adverse to the Issuer, shall be evidenced conclusively by the execution of the First Amendment by that official or officials.

Section 2. Joint Public Hearing. In order to comply with the requirements of Section 147(f) of the Code in connection with the issuance of the Series 2015 Bonds by Franklin County, a joint public hearing with Franklin County is hereby authorized, at which public hearing members of the public will be permitted to express their views on the issuance of the Series 2015 Bonds and the use of the proceeds of the Series 2015 Bonds. Following said public hearing, the Mayor is authorized, at his discretion, to deliver an approval of applicable representative to satisfy the requirements of Section 147(f) of the Code.

Section 3. Other Documents. The Mayor or the City Auditor, or any other official of the Issuer, acting alone or in conjunction with any of the foregoing, is authorized and directed to execute, deliver and, if applicable, file, for and in the name and on behalf of the Issuer, and any certifications, financing statements, termination agreements, assignments and other instruments and documents which are, in the opinion of the City Attorney or Bond Counsel, necessary or appropriate to consummate the transactions contemplated herein, including any documents necessary to effectuate the transfer of a portion of the Series 2011 Bonds to Huntington Public Capital Corporation.

Section 4. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance of agreement contained in this Ordinance, or in any Series 2011 Bond, or in the First Amendment, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer, official, employee or agent as such, past, present, or future, of the Issuer, including any member of this Council, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Series 2011 Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Series 2011 Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, official, employee or agent, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Series 2011 Bond, or otherwise, of any sum that may remain due and unpaid upon any Series 2011 Bond shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the First Amendment.

Section 5. Repeal of Conflicting Ordinances and Resolutions; Severability. All resolutions, ordinances and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the

invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in full compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Section 7. Publication of Ordinance by Title. This Ordinance may be published by number and title only as provided for ordinances of this Council of a general nature or providing for improvements by the Issuer's Charter, as amended.

Section 8. Emergency. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the residents of this City, because Wesley Ridge needs to modify the Series 2011 Bonds and cause the issuance of the Series 2015 Bonds, as soon as possible in order to provide for the acquisition, construction, installation and improvement of the Hospital Facilities and the health care services to be provided therein at the earliest possible date, for which reason and for other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage and approval by the Mayor.

Passed: July 27, 2015

Attest:

Clerk of Council
April Beggerow

President of Council

Approved:

Mayor
Bradley L. McCloud

Date: _____, 2015

CERTIFICATE

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____ as passed by Council of said City on the 27th day of July, 2015 and as recorded in the Record of Proceedings of said Council.

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2015

Published: _____, 2015

FIRST AMENDMENT TO THE LEASE
DATED AS OF DECEMBER 1, 2011

between

CITY OF REYNOLDSBURG, OHIO

and

WESLEY RIDGE RESIDENCE CORPORATION

DATED AS OF AUGUST 1, 2015

**FIRST AMENDMENT TO THE LEASE
DATED AS OF DECEMBER 1, 2011**

THIS FIRST AMENDMENT TO THE LEASE Dated as of December 1, 2011, (herein called the "First Amendment"), made as of the first day of August, 2015, between the CITY OF REYNOLDSBURG, OHIO (herein called the "City"), a municipal corporation and political subdivision of the State of Ohio which qualifies as a "public hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code, as Lessor, and WESLEY RIDGE RESIDENCE CORPORATION (herein sometimes called the "Lessee"), a nonprofit corporation existing under the laws of the State of Ohio, which qualifies as a "nonprofit hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code.

WHEREAS, the City is authorized by Chapter 140, Ohio Revised Code, specifically Section 140.05 thereof, to enter into a lease with a constituted and empowered nonprofit corporation, no part of the net earnings of which inure to the benefit of any private shareholder or individual and which has authority to own and operate Hospital Facilities (as that term is defined in Section 140.01, Ohio Revised Code) for the purpose of such corporation operating the facilities which are leased as a public hospital, admitting patients without regard to race, creed, color or national origin; and

WHEREAS, the City has leased the Leased Premises, as defined in the hereinafter described Original Lease, from the Lessee pursuant to a Base Lease dated as of December 1, 2011 (together with all amendments and supplements the "Base Lease") and has subleased the Leased Premises to the Lessee pursuant to the Lease dated as of December 1, 2011, recorded at Instrument No. 201100021135 of the Fairfield County, Ohio Lease Records (the "Original Lease"); and

WHEREAS, the City issued its Health Care Facilities Revenue Bonds, Series 2011 (Wesley Ridge Residence Corporation) (the "Series 2011 Bonds"), in the aggregate principal amount of \$9,000,000 for the purpose of providing funds, together with other available funds, (i) to finance and refinance the costs of acquiring, constructing and equipping Hospital Facilities, and (ii) to pay financing costs pertaining thereto, including certain costs of the issuance of the Series 2011 Bonds; and

WHEREAS, the City issued the Series 2011 Bonds for the benefit of the Lessee, and the Lessee and the City desire to amend the Original Lease in order to amend the definition of "Purchaser Interest Rate" contained within the Original Lease; and

WHEREAS, all necessary consents and requirements to such amendment have been obtained and complied with;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

ARTICLE I

AMENDED AND NEW SECTIONS EFFECTIVE UPON DELIVERY OF THIS FIRST
AMENDMENT TO LEASE DATED AS OF DECEMBER 1, 2011

Exhibit E – Master Definition List to the Original Lease is hereby amended by amending and restating in its entirety the definition of “Purchaser Interest Rate” to read as follows:

“Purchaser Interest Rate” means that rate of interest determined by the Bank on each Interest Rate Determination Date as the product equal to (A) the sum of (i) LIBOR and (ii) two hundred twenty-nine basis points (2.29%) multiplied by (B) the Discount Rate, which shall be effective on the next subsequent Interest Rate Adjustment Date for that Interest Rate Period ((LIBOR + 2.29)* Discount Rate).

ARTICLE II

EFFECT OF FIRST AMENDMENT TO
LEASE DATED AS OF DECEMBER 1, 2011

From and after the time of taking effect of this First Amendment, as provided in Section 3.01 hereof, the Original Lease shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under said Original Lease of the City and the Lessee thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this First Amendment, and all provisions hereof shall be deemed to be part of the terms and conditions of said Original Lease for any and all purposes.

ARTICLE III

TIME OF TAKING EFFECT;
MISCELLANEOUS PROVISIONS

SECTION 3.01. Time of Taking Effect. This First Amendment shall be effective as of the day and year first above written.

SECTION 3.02. No Abatement of Rent. Except as provided herein, this First Amendment shall in no way be construed to abate or diminish the Basic Rent (as defined in the Original Lease) required to be paid by the Lessee under the Original Lease.

SECTION 3.03. Invalidity of Any Provision. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

SECTION 3.04. Execution in Counterparts. This First Amendment may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Reynoldsburg, Ohio, has caused this First Amendment to be executed in its name and behalf by its duly authorized officer and Wesley Ridge Residence Corporation has caused this First Amendment to be executed in its name and on its behalf by its duly authorized officer; as of the day and year first above written.

CITY OF REYNOLDSBURG, OHIO

By: _____
Bradley L. McCloud, Mayor

WESLEY RIDGE RESIDENCE
CORPORATION

By: _____
Margaret R. Carmany,
Chief Executive Officer

This instrument prepared by:

Glendon B. Pratt, Esq.
Peck, Shaffer & Williams, a Division of
Dinsmore & Shohl LLP
191 West Nationwide Boulevard, Suite 300
Columbus, Ohio 43215

STATE OF OHIO)
) SS:
 COUNTY OF _____)

On this ____ day of _____, 2015, before me, a Notary Public in and for said County and State, personally appeared Margaret R. Carmany, Chief Executive Officer of Wesley Ridge Residence Corporation, who acknowledged that she did sign said instrument as such officer, for and on behalf of said corporation and by authority granted in its Code of Regulations by its Board of Trustees; that the same is her free act and deed as such officer, and the voluntary and corporate act and deed of said corporation.

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

(SEAL)

 Notary Public

STATE OF OHIO)
) SS:
 COUNTY OF _____)

On this ____ day of _____, 2015, before me, a Notary Public in and for said County and State, personally appeared Bradley L. McCloud, Mayor of the City of Reynoldsburg, Ohio who acknowledged the execution of the foregoing instrument as such official on behalf of said City, and that the same is his voluntary act and deed on behalf of said City and the voluntary and corporate act and deed of said City.

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

(SEAL)

 Notary Public

Attachment: Wesley Ridge 2015 - First Amendment to Lease (1110 : Amend Wesley Ridge Lease Agreement)

CONSENT OF TRUSTEE

U.S. Bank National Association, as trustee (the "Trustee"), under the Trust Indenture dated as of December 1, 2011, between the City of Reynoldsburg, Ohio (the "City") and the Trustee, as amended and supplemented, hereby consents to this First Amendment to the Lease Dated as of December 1, 2011 and approves the same.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Authorized Signer

CONSENT OF BANK

First Merit Bank, N. A., as the holder of the entire outstanding amount of the Series 2011 Bonds referenced above, hereby consents to this First Amendment to the Lease Dated as of December 1, 2011 and approves the same.

FIRST MERIT BANK, N.A.

By: _____

Title: _____

NOTICE OF PUBLIC HEARING

HEALTH CARE FACILITIES REVENUE BONDS

The County of Franklin, Ohio (the "Issuer"), acting by and through the County Hospital Commission of Franklin County, will hold a Public Hearing on Wednesday, July 29, 2015 at 8:00 AM in the South Conference Room, Second Floor, of the Franklin County Board of Health, 280 East Broad Street, Columbus, Ohio, to discuss the possible issuance by the Issuer of health care facilities revenue bonds (the "Bonds") in one or more series, in an aggregate principal amount currently estimated not to exceed \$40,000,000, pursuant to Chapter 140 of the Ohio Revised Code (the "Code"). The Public Hearing will be held jointly, on behalf of the Issuer and the City of Reynoldsburg, Ohio, as a portion of the Project described below will be located within the City of Reynoldsburg, Ohio. The proceeds of the Bonds would be used to (a) finance the construction, renovation, equipping and installation of real and personal property comprising "hospital facilities," as defined in Section 140.01 of the Ohio Revised Code, consisting of (1) the development of a continuing care retirement community located on a ___ acre site immediately south of the intersection of East Dublin Granville Road (Old Route 161) and Hamilton Road in [Columbus], Ohio, to be known as Wesley Woods (the "Wesley Woods Project"), and (2) the development of a Wellness Center at the retirement community known as Wesley Ridge located at 2229 Taylor Park Lane, Reynoldsburg, Ohio, (the "Wesley Ridge Project") and (b) pay costs of issuance of the Bonds. The Wesley Woods Project will provide 8 detached villa-style cottages with attached two-car garages, 69 independent living units, a 35 unit assisted living facility which will provide memory care and hospice care, and a 25 unit nursing facility. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT NOR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE STATE OF OHIO OR ANY POLITICAL SUBDIVISION OF THE STATE OF OHIO. The initial owner, operator or manager of the Wesley Woods Project is currently expected to be Wesley Woods of New Albany, LLC, an Ohio limited liability company, and the initial owner, operator or manager of the Wesley Ridge Project is currently expected to be Wesley Ridge Residence Corporation, an Ohio nonprofit corporation. Interested persons are invited to attend this public hearing and will be given an opportunity to express their views concerning the proposed issuance of the Bonds. Written comments may also be given by submitting them prior to the public hearing to the County Hospital Commission of Franklin County, c/o Office of Prosecuting Attorney, Franklin County Hall of Justice, 15th Floor, 373 South High Street, Columbus, Ohio 43215, Attention: Nick Soulas, Jr. and clearly marked "RE: Health Care Facilities Revenue Bonds, Series 2015 (Methodist ElderCare Services Obligated Group Project)." This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

/s/ Franklin Hirsch
 Administrative Counsel,
 County Hospital Commission of Franklin County

Attachment: Wesley Woods - TEFRA Notice (1110 : Amend Wesley Ridge Lease Agreement)



PECK, SHAFFER & WILLIAMS
A DIVISION OF DINSMORE & SHOHL LLP

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glendon.pratt@dinsmore.com

2015

VIA E-MAIL

Columbus Dispatch
Attn.: Legal Advertising Department
(legaladvertising@dispatch.com)

Re: Not to Exceed \$40,000,000 Health Care Facilities Revenue Bonds, Series 2015
(Wesley Woods of New Albany LLC)

Gentlemen:

Enclosed is a Notice of Public Hearing relative to the above-captioned financing, which we would appreciate your having published once in the Columbus Dispatch on _____, _____, 2015. If you have any problems meeting this publication schedule, we would appreciate your letting us know immediately.

After publication, please forward the Affidavit of Publication and your statement to us at the above address. If you have any questions, do not hesitate to call.

Sincerely,

PECK, SHAFFER & WILLIAMS,
A Division of Dinsmore & Shohl LLP

Glendon B. Pratt

GBP/sw
Attachment

cc: Franklin Hirsch

Attachment: Wesley Woods - TEFRA Notice (1110 : Amend Wesley Ridge Lease Agreement)

Service Department**Nathan Burd****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **July 20, 2015**

TO: **Finance Committee**

RE: Huber Park Master Plan Completion.

Emergency/Suspension: Emergency

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

Statement of necessity: This item needs to pass as an emergency at the July 27 Regular Council Meeting so that their work can continue through August.

This item will appropriate \$56,700 from the Unappropriated CIP Fund to 410.000.0148.5659 and authorizes CT Consultants to complete the Huber Park Master Plan. The attached document describes the remaining work.



June 5, 2015

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

**Re: Huber Park Master Plan Phase 2
City of Reynoldsburg
Proposal for Professional Services**

Dear Mayor McCloud:

We appreciated the opportunity to work with you and the Planning Committee (Donna Bauman, Nathan Burd, Dan Havener) regarding your vision for the improvements to Huber Park with the acquisition of the old Swim Club property and the creation of a new community center. Hopefully, we have demonstrated our value and ability to produce an exceptional Master Plan that meets the goals of the City of Reynoldsburg.

The purpose for Phase 1 was to perform a "physical exam" on the site and existing facilities in order to identify assets, liabilities, opportunities, issues and constraints to guide the planning team and to build consensus with the Planning Committee on recommendations for the next steps in the development of the Master Plan. In short, "What is, or should be, the Vision for the upgraded park?"

The Vision that has emerged is to establish the upgraded Huber Park as the "Heart of Reynoldsburg". The creation of a Community Center, with Aquatic Center, a Multipurpose Event Center, and a public community open space to host the annual Tomato Festival and other performance and community events, on the former Swim Club site would, indeed, transform Huber Park into the center of community life for the entire City of Reynoldsburg.

The Phase 1 Master Plan that was developed was in response to the following major goals:

- Identifying whether the existing facilities can be salvaged, refurbished or repurposed.
- Identifying buildable areas for new recreational/park facilities; or, just as important, what can't be built on the buildable areas (i.e., a community center with a double gym with indoor and outdoor swimming pools).
- Creating a mini-land-use plan that details a cost-effective Vision; and identifies the highest and best uses for the entire Huber Park to guide the efforts of the design team in the future planning phases of the Master Plan.

Huber Park Master Plan Phase 2
 City of Reynoldsburg
 Proposal for Professional Service
 June 5, 2015
 Page 2

The team that will provide the next phase of planning services is:

- James H. Warner III, AIA, LEED® AP, Senior Architect
- David R. Parkinson, P.E., Senior Project Manager
- Matthew Simpson, R.L.A., LEED® AP, Landscape Architect

With the completion of Phase 1 and a better understanding of the goals of the City, we have revised our approach to be a three-phase project (as opposed to the four-phase approach originally suggested). We believe this better addressed the needs of the project. As before, each Phase will be undertaken in separate funded phases. We have completed Phase 1 and are proposing Phase 2, herein. Upon completion of Phase 2, we will submit a separate proposal for Phase 3, subject to how the City elects to proceed.

Phase 1 - Inventory/Analysis (now completed)

This phase identified planning characteristics (i.e. circulation, plantings, etc.), inventoried site infrastructure and civil engineering aspects, and assessed the existing site and facilities.

Phase 2 - Programming, Conceptual Plans and Master Plan

This phase will include architectural programming for the various buildings and site features; developing architectural plan concepts for the new and adapted buildings, including a new Community Center; validating and developing a Master Plan for the entire Huber Park.

Phase 3 - Budget and Schematic Design

This phase, to be proposed later, could address a number of possibilities, subject to what the City regards as appropriate due to its priorities at that time. Options include:

- Developing architectural schematic designs for various park facilities such as the Community Center.
- Developing order-of-magnitude project budgets for the entire Master Plan, including buildings.

PHASE 2 - PROGRAMMING AND PRELIMINARY MASTER PLAN SCOPE OF SERVICES

PROJECT MEETINGS

A schedule will be developed with the City for three (3) meetings with the Planning Committee.

These meetings will include:

1. Review of community goals, vision, program opportunities, and design preferences
2. Workshop to receive feedback on two (2) concept plan alternatives
3. Meeting to present and receive feedback on the Park Master Plan

CONCEPT PLANS

Based upon the program goals and previously prepared Site Inventory and Assessment, CT will develop two (2) concept site plans for the park that, ideally, protects valuable and sensitive resources while advancing program goals. The concept plans will define potential use areas and connectivity to uses such as:

- Adaptive reuse of existing buildings/facilities
- Community Center
- Parking and vehicular access
- Pedestrian access (trails, bridges and walks)
- Connections to existing community resources (ball fields, trails, Old Reynoldsburg and other commercial corridors, adjacent neighborhoods, etc.)
- Park features like a community pool, playgrounds, playfields, court games, picnic areas, shelters, etc.)
- A Gateway structure bridging across Main Street
- Passive recreation opportunities like fishing pond, overlooks, creek access/water trails, habitat restoration, nature trails, bird watching
- Convenience and service facilities like restrooms, storage, etc.

CT Consultants will also develop a high level conceptual program for the adaptive reuse of some of the existing buildings (Bingo Hall, Banquet facility, and possibly the Water/wastewater facility) and new buildings (Community Center, major shelters). Based on the agreed-upon design program, we will develop one set of diagrammatic conceptual floor plans to use with the Park Master Plan development.

CT Consultants will develop concept plans on the previously prepared base maps. These concept plans will build on existing facilities and recognized needs and examine the relationship to the existing and proposed buildings, sports fields, Blacklick Creek, parking, existing neighborhoods, and undeveloped lands. These will be reviewed with the City in a work session and modifications will be made and included in the Park Master Plan.

PARK MASTER PLAN

Upon the City's selection of a preferred concept plan alternative, a master plan for the park will be developed. The plan will:

- A. Refine the use areas, building configurations, pedestrian and vehicular access and park features to highlight the cultural, recreational and natural resources of the site. This may include a "village" green public open space, Community Center, sports fields, court games, observation decks, scenic picnic area, trail system and parking & service facilities.
- B. Identify sustainable design principles to employ such as stream buffers, habitat creation, low impact design, trails, and stormwater management practices such as rain gardens and bio-swales.

Huber Park Master Plan Phase 2
 City of Reynoldsburg
 Proposal for Professional Service
 June 5, 2015
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- C. Based upon the conceptual floor plans that were approved in previous efforts, three-dimensional architectural concepts will be developed for each of the buildings. Color-rendered presentation drawings will be created for the Community Center, the Multi-purpose Event Center (adaptive reuse of the existing Bingo Hall), and the Parks & Recreation Dept. Facility (adaptive reuse of the Banquet Hall).

The Master Plan will be submitted as a color rendered plan overlaid on aerial photography with supporting plan notes and description of the proposed improvements. These will be submitted on 22" x 34" and 11" x 17" format and electronic file.

ADDITIONAL SERVICES:

Services that are not included in this proposal; but may be provided upon written request:

1. **Feasibility Study and Schematic Design of Multi-purpose Event Center** – one recommendation of the Phase 1 study, was to perform an adaptive-reuse of the existing Bingo Hall (former Roller Rink), converting it into a subdividable multipurpose meeting space capable of seating up to 400 people in tables and chairs. The rental income from this facility potentially would cover operating expenses; but could possibly provide additional income to help offset park expenses. A renovation and addition to the building would involve: gutting the existing building, providing new roofing and wall finishes, introducing window walls with glass doors on the south elevation, and creating an addition to include a lobby with pre-function space and two catering kitchens. Elevated terraces could be added on the south side to allow activities from inside the meeting rooms to spill out onto the terraces. A contemporary fabric tent-like roof could be provided over the terraces, expanding their use as a performance stage. This project could be one of the first projects on the implementation of the master plan; thus, providing a return on investment in the Swim Club property while awaiting the construction of a future community center. A marketing study could be performed to determine the economic viability and appropriate price point for rentals.
2. **Support for Swim Club Property Purchase** – if the City elects to proceed with the purchase of the Swim Club property, then it is our recommendation that an ALTA Survey and an ASTM Phase 1 Environmental Site Assessment be performed before tendering an offer or making them a condition of the sale. If there are title problems, hidden easements, hazardous waste, fuel spills or other issues, the City may want to alter its offer or have the property owner address the issues before closing on the property. CT can provide the surveying services. While CT doesn't perform Environmental Site Assessments, we can administer and facilitate the process; and can obtain proposals from Environmental firms.

ALTA Survey:

When acquiring commercial real estate, it is important to conduct due diligence to ensure there are no surprises that will affect the value or use of the property. One aspect of the due diligence process is considering obtaining an ALTA Survey. The two main reasons for obtaining an ALTA Survey are (i) to satisfy the title insurer's requirements for the issuance of ALTA title insurance coverage for Survey Risks (defined below), and (ii) to specifically locate both record and non-record matters that affect the property, which can be critical for evaluating whether or on what terms to proceed with an acquisition. This is particularly important when the preliminary title report raises many or difficult-to-locate easements or other similar exceptions, or when the facts on the ground seem complicated.

An ALTA Survey is a survey prepared by a licensed surveyor in accordance with detailed standards adopted by the American Land Title Association (ALTA) and the American Congress of Surveying and Mapping (ACSM). An ALTA Survey maps the property's boundaries, the location of the improvements on the property, including buildings and other structures, fences, utility lines and installations, trails, paths and roads, etc., and the location of all access, utility and other easements recorded against the property.

ASTM Phase 1 Environmental Site Assessment

An Environmental Site Assessment is a report prepared for a real estate holding that identifies potential or existing environmental contamination liabilities. The analysis typically addresses both the underlying land as well as physical improvements to the property.

The actual sampling of soil, air, groundwater and/or building materials is typically not conducted during a Phase I ESA. The Phase I ESA is generally considered the first step in the process of environmental due diligence.

If a site is considered contaminated, a Phase II environmental site assessment may be conducted, ASTM test E1903, a more detailed investigation involving chemical analysis for hazardous substances and/or petroleum hydrocarbons.

3. **Grantwriting for Funding Stream and Nature Improvements** – Blacklick Creek is an underutilized passive park asset that could achieve its potential if it undergoes some sustainably designed landscape and stream enhancements. We also understand that the City has been battling erosion of the banks. A project to turn the stream into a park asset would get rid of invasive species of undergrowth, enhance the forestation, possibly introduce a nature trail on the east side of the creek, open up some viewsheds along the entire length of the creek, etc. The acquisition of property and the stream enhancements may be eligible for grant funding. CT Consultants can provide preliminary stream assessment, grantwriting and grant management services for Blacklick Creek stream and riparian zone restoration. The goal of any stream and riparian restoration project would be to improve water quality, better the corridor's ecological habitat and decrease

Huber Park Master Plan Phase 2
 City of Reynoldsburg
 Proposal for Professional Service
 June 5, 2015
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erosion. Potential grant sources may include the Section 319 and Surface Water Improvement Fund grant programs through Ohio EPA, the Clean Ohio Conservation Fund if coupled with a land conservation component and, potentially based upon further examination, the Ohio EPA Water Resource Restoration Sponsorship Program (WRRSP).

SCHEDULE:

The estimated schedule to complete the above scope is sixteen (16) weeks from authorization, subject to City review periods.

FEES:

The proposed scope originally outlined in the original October 2014 proposal is no longer applicable due to significant changes resulting from the Phase 1 work (including the proposed development of colorized 3-D renderings) and the understanding and direction of the project (the number of facilities being considered for design has increased).

Phase 2 Programming, Conceptual Plans and Master Plan (lump sum) \$54,700.00

Reimbursable Expenses Allowance Phase 2

(travel, postage, copies, etc. @ cost + 10%) \$2,000.00

As you review this submittal, we welcome the opportunity to discuss it with you.

Our team is excited about the Vision for Huber Park as the Heart of Reynoldsburg and are looking forward to further developing the Master Plan with you.

Respectfully submitted,

CT CONSULTANTS, INC.



David R. Parkinson, P.E.
 Senior Project Manager

c: James H. Warner III, AIA, LEED®AP

Service Department**Nathan Burd****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: July 20, 2015**TO: Finance Committee****RE:** ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T TO DESIGN AND BID THE LIVINGSTON AVENUE IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. (First Reading 7/13/2015 ~ Requests passage as an emergency at second reading.)

Emergency/Suspension: Emergency

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

Statement of necessity: This item needs to pass as an emergency no later than July 27 to allow the design to begin immediately and to keep us on track to satisfy the OPWC timeline.

This item will authorize EMH&T to design and bid the Livingston Avenue Improvement Project and appropriate \$177,456 from the unappropriated CIP to 410.000.0150.5651. Please see the attached memo and proposal for more information.

Nathan Burd
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068
(614) 322-6884
nburd@ci.reynoldsburg.oh.us

MEMORANDUM

Date: June 30, 2015

To: Reynoldsburg City Council Members

Re: EMH&T Proposal for Design Services for Livingston Avenue Project

As you know, we have been awarded an OPWC grant to conduct at \$3.8 million improvement project on Livingston Avenue in 2016. This legislation will authorize EMH&T to design and bid the project. A detailed proposal is attached and the total cost for design and bidding services is \$177,456. These funds will be reimbursed to the City as part of our grant agreement.

We request that this item pass as an emergency no later than July 27 so that design of the project can begin immediately and allow sufficient time to satisfy the timeline of our agreement with the Ohio Public Works Commission. If you have any questions, please feel free to contact me. Thank you.



June 19, 2015

Mr. Nathan Burd
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Re: Roadway Improvements for Livingston Avenue
 Proposal for Design Services**

Dear Mr. Burd:

We are pleased to provide you with our proposal for professional services in conjunction with the above-referenced project. The concept for this improvement was defined by the Ohio Public Works Commission (OPWC) funding application, and will include pavement resurfacing, spot full depth repairs, pedestrian signal upgrades, and a multi-use leisure trail. The improvements are funded by OPWC with an engineering design and bidding budget of \$293,160 and a construction budget of \$3,224,761. The cost estimate from the successful OPWC funding application is attached for your reference.

SCOPE OF SERVICES

EMH&T will provide professional engineering and surveying services necessary to prepare construction plans, specifications and bidding documents for the roadway improvements. A summary of specific work efforts is provided as follows:

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 within the right-of-way. Rather than surveying the entire roadway corridor, the survey field work will be targeted at the areas where the pedestrian signal, ADA curb ramp, and asphalt leisure trail are planned. 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 – We will conduct field work and courthouse research necessary to determine the right-of-way limits in the areas where roadside improvements (path, pedestrian signal, curb ramps, etc.) are planned 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 6 project coordination meetings throughout the design phase at various decision points or project milestone dates. We will develop a project

schedule that corresponds to the scheduling requirements of OPWC. Additionally, EMH&T will create exhibits and attend a public information meeting for the businesses and property owners.

- b. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
 - c. Coordinate with our subconsultant, DHDC, Inc. to acquire pavement cores along the project corridor to acquire information relating to the existing pavement composition and subgrade condition. This data will be used to develop pavement rehabilitation and spot full depth replacement recommendations.
 - d. Roadway drawings will be prepared to show the physical layout of the roadway improvements. The horizontal alignments of the trail and other roadside features will be presented on these plan sheets.
 - e. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and/or business driveway that is impacted by the improvements.
 - f. Typical roadway sections, plan details, supplemental project notes and specifications will be prepared.
 - g. The design will include rehabilitation of the existing storm sewer system. Failing and structurally deficient inlets will be replaced. New sections of storm sewer will be added as needed for the construction of the roadside path and replacement of existing driveways. The project will be designed in conformance with Ohio EPA storm water quality requirements and best management practices as mandated by the City's NPDES permit.
 - h. EMH&T will develop a horizontal and vertical alignment of the proposed asphalt leisure path from the Metro Park / High School area to the Brice Road project area. The path will be designed in conformance with ADA guidelines.
 - i. 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. Traffic and Lighting Plans and Specifications
- a. EMH&T will prepare traffic signal plans for pedestrian signal upgrades at the existing signalized intersections to conform to ADA requirements. Additionally, this scope of work includes the addition of one pedestrian activated mid-block crossing signal (similar to Brice Road) at the Metro Park entrance.
 - 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 two-way traffic during construction.
4. Permitting and Utility Coordination
- a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit a Notice of Intent to the Ohio EPA on the City's behalf.
 - 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 one utility coordination meeting to discuss any conflicts.

- c. We will plan to organize two utility coordination meetings with the utilities.

5. 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. Coordination with the City's legal consultant to review materials
 - iii. Advertisement preparation
 - iv. Issuance of addenda, if necessary
 - v. Bid tabulation
 - vi. 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, land acquisition assistance, private utility relocation design, offsite storm sewer improvements, geotechnical studies, or environmental investigations or permitting.

Deliverables: In conjunction with the professional services described herein, the following deliverables are anticipated:

- 50% Plan Submission
 - 3 plan sets
 - Utility submission (number TBD)
 - 50% opinion of probable construction cost
- 75% Plan Submission
 - 3 plan sets
 - Utility submission (number TBD)
 - 75% opinion of probable construction cost
- Final Plan Submission
 - 1 plan set with mylar cover
 - Final opinion of probable construction cost
- Bidding
 - 15 plan sets and bid document books
 - Formal bid tabulation and recommendation letter

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. We anticipate bidding of these improvements in late winter or early spring 2016. Per the City's agreement with OPWC, this project must be bid by March 31, 2016. Once we determine the start date for this design effort, we will prepare a detailed schedule for the project that meets this expectation.

City of Reynoldsburg
Livingston Avenue Improvements

June 19, 2015
Page 4 of 4

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for this work described within the Scope of Services shall not exceed One Hundred Seventy-seven Thousand, Four Hundred Fifty-six Dollars and no cents (\$177,456.00) without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

<u>Description of Service/Task</u>	<u>Fee</u>
Surveying	\$18,490
Roadway Plans & Specifications	\$100,422
Traffic Signal Plans & Specifications	\$41,250
Permitting & Utility Coordination	\$10,656
Bidding	\$6,638

TOTAL FEE

\$177,456

CONSTRUCTION SERVICES

Services related to the construction phase, such as attendance at the pre-construction conference, construction inspection, review of shop drawings, as-built surveys, and construction inspection/administration are not included as part of this scope of services. We will prepare a separate proposal for professional engineering services upon request at the time of bidding.

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) 775-4555.

Respectfully submitted,


Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

Authorized Signature/Date	PO Number/Date
Print Name	

Attachments: 1. OPWC Cost Estimate
2. Fee Calculation Spreadsheet

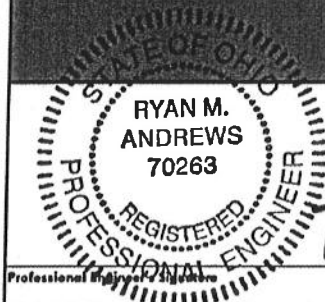
cc: Mr. Keith Kuntz, Street Superintendent
File (EMH&T)

Attachment: Proposal - Livingston Avenue (1104 : EMH&T Proposal for Livingston Ave. Design)

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG OHIO
LIVINGSTON AVENUE IMPROVEMENTS
September 8, 2014

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH ROAD CONSTRUCTION					
203	Excavation of Unsuitable Base/Subgrade and Replacement with Item 304	1,650	S.Y.	\$20.00	\$33,006.00
253	Spot Full Depth Pavement Repair	2,475	S.Y.	\$100.00	\$247,545.00
605	4-in Pipe Underdrain	3,880	L.F.	\$10.00	\$38,800.00
609	Remove and Replace Combination Curb and Gutter (Spot)	3,880	L.F.	\$35.00	\$135,800.00
FULL DEPTH ROAD CONSTRUCTION SUBTOTAL:					\$455,151.00
LESS THAN FULL DEPTH ROAD CONSTRUCTION					
254	Pavement Planing (T=4.0-in)	55,010	S.Y.	\$3.50	\$192,535.00
407	Trackless Tack Coat	5,510	Gal.	\$2.50	\$13,775.00
448	Asphalt Concrete Intermediate Course, Type 2H, T=1.75-in	5,260	Tons	\$82.00	\$439,520.00
448	Asphalt Concrete Surface Course, T=1.5-in (Heavy Mix)	4,600	Tons	\$84.00	\$386,400.00
604	Manhole, Adjusted to Grade	20	Ea.	\$150.00	\$3,000.00
608	Remove and Replace Curb Ramps and Walks	4,500	S.F.	\$9.00	\$40,500.00
608	ADA Detectable Warnings	30	Ea.	\$250.00	\$7,500.00
644	Pavement Markings and Signage	1	L.S.	\$86,000.00	\$86,000.00
SPEC	SAWI Seal	55,010	S.Y.	\$3.00	\$165,030.00
LESS THAN FULL DEPTH ROAD CONSTRUCTION SUBTOTAL:					\$1,334,260.00
MULTI-USE PATH					
203	Excavation, Including Pavement/Sidewalk Removal	1	L.S.	\$40,000.00	\$40,000.00
204	Subgrade Compaction	5,660	S.Y.	\$3.00	\$16,980.00
452	Non-Reinforced Concrete Drive Approach, 8-in, Class MS	1,920	S.Y.	\$80.00	\$153,600.00
608	Asphalt Multi-use Path, With 4-in Aggregate Base	33,600	S.F.	\$4.00	\$134,400.00
608	8-ft Width Curb Ramp w/ADA Detectable Warning	41	Ea.	\$1,700.00	\$69,700.00
653	Topsoil, Furnished and Placed	160	C.Y.	\$40.00	\$6,400.00
659	Seeding and Mulching	1,870	S.Y.	\$3.00	\$5,610.00
MULTI-USE PATH CONSTRUCTION SUBTOTAL:					\$426,690.00
STORM SEWER					
604	Standard Curb Inlet, Reconstruct to Grade with New Lid	40	Ea.	\$5,000.00	\$200,000.00
STORM SEWER CONSTRUCTION SUBTOTAL:					\$200,000.00
SIGNAL UPGRADES					
632	Traffic Loop Detectors	50	Ea.	\$1,750.00	\$87,500.00
SPEC	Pedestrian Signal Upgrades - Full Intersection	3	Ea.	\$60,000.00	\$180,000.00
SPEC	Pedestrian Signal Upgrades - Crossing Only	1	Ea.	\$90,000.00	\$90,000.00
SIGNAL/LIGHTING SUBTOTAL:					\$357,500.00
GENERAL ITEMS					
207	Erosion Control	1	L.S.	\$25,000.00	\$25,000.00
614	Maintaining Traffic	1	L.S.	\$110,000.00	\$110,000.00
623	Construction Layout Stakes	1	L.S.	\$10,000.00	\$10,000.00
624	Mobilization	1	L.S.	\$10,000.00	\$10,000.00
SPEC	OPWC Project Sign	2	Ea.	\$1,500.00	\$3,000.00
GENERAL ITEMS SUBTOTAL:					\$158,000.00
SUBTOTAL:					\$2,931,601.00
CONSTRUCTION CONTINGENCY AT 10%:					\$293,160.00
CONSTRUCTION TOTAL:					\$3,224,761.00
ENGINEERING FEES - FINAL DESIGN:					\$283,160.00
CONTRACT BIDDING:					\$10,000.00
CONSTRUCTION INSPECTION:					\$293,160.00
RIGHT-OF-WAY / LAND ACQUISITION:					\$0.00
TOTAL PROJECT COST:					\$3,811,081.00



CITY OF REYNOLDSBURG - LIVINGSTON AVENUE DESIGN AND BIDDING

June 17, 2015

	Labor Rates																Reimbursible Expenses				
Detail	Principle	Senior Engineer / Project Manager	Engineer II	Engineer I	Engineer Aide	Structural Egnieer	Senior Surveyor	Surveyor II	Surveyor I	Project Designer II	Project Designer I	Construction Project Manager	Survey Field Crew	Administrative / Clerical	Total Task Hours	Task Labor Cost	Stakes, prints, postal, special deliver and miscellaneous items	Mileage	Filing fees, subconsultant services, permitting fees, etc.	Total Reimbursable Expenses	Fee Per Task
TASK 1 - Topographic Survey	0	4	0	4	0	0	8	36	24	0	0	0	80	0	156	\$ 18,340.00	\$ -	\$ 150.00	\$ -	\$ 150.00	
Field Data Collection and Processing		2		4			4	16	8				60			\$ 11,720.00		\$ 150.00			\$ 11,870.00
Right-of-Way Determination		2					4	20	16				20			\$ 6,620.00					\$ 6,620.00
																					\$ 18,490.00
TASK 2 - Roadway Plans and Specifications	0	160	188	264	0	0	0	0	0	496	0	8	0	0	1116	\$ 97,972.00	\$ 600.00	\$ 350.00	\$ 1,500.00	\$ 2,450.00	
Project Management (Meetings, Site Visits, Schedule, Coordination, Etc.)		60	24	4						8						\$ 10,636.00	\$ 100.00	\$ 250.00			\$ 10,986.00
Pavement Coring		2	4							8						\$ 1,236.00			\$ 1,500.00		\$ 2,736.00
Base Mapping		2	4	4						60						\$ 5,320.00					\$ 5,320.00
Roadway Layout Plans		20	40	80						100						\$ 20,600.00					\$ 20,600.00
Intersection and Curb Ramp Details		8	16	24						60						\$ 9,000.00					\$ 9,000.00
Cross-sections (For Trail)		12	16	16						40						\$ 7,360.00					\$ 7,360.00
Typical Sections, Plan Details, Specifications, and Cost Estimates		16	32	40						40						\$ 11,560.00					\$ 11,560.00
Storm Sewer Modifications		8	16	40						40						\$ 8,920.00					\$ 8,920.00
Leisure Path Plan and Detials		16	16	32						60						\$ 10,640.00					\$ 10,640.00
Plan Submittals, QA/QC and Constructability Review		16	20	24						80		8				\$ 12,700.00	\$ 500.00	\$ 100.00			\$ 13,300.00
																					\$ 100,422.00
TASK 3 - Traffic Plans and Specifications	0	80	132	28	0	0	0	0	0	180	0	0	0	0	420	\$ 38,800.00	\$ 450.00	\$ -	\$ 2,000.00	\$ 2,450.00	
Maintenance of Traffic Plans		20	40	10						60						\$ 11,770.00	\$ 150.00				\$ 11,920.00
Traffic Signal Improvements and Upgrades		40	60	10						80						\$ 17,710.00	\$ 150.00		\$ 2,000.00		\$ 19,860.00
Traffic Control Plans		20	32	8						40						\$ 9,320.00	\$ 150.00				\$ 9,470.00
																					\$ 41,250.00
TASK 4 - Permitting and Utility Coordination	0	12	24	48	0	0	0	0	0	28	0	0	0	0	112	\$ 10,056.00	\$ 100.00	\$ -	\$ 500.00	\$ 600.00	
OEPA NOI and SWPPP		4	8	24						20						\$ 4,800.00	\$ 100.00		\$ 500.00		\$ 5,400.00
Utility Coordination		8	16	24						8						\$ 5,256.00					\$ 5,256.00
																					\$ 10,656.00
TASK 5 - Bidding Services	0	10	8	16	0	0	0	0	0	4	0	0	0	0	38	\$ 3,688.00	\$ 2,000.00	\$ -	\$ 950.00	\$ 2,950.00	
Bid Document Preparation and Bid Assistance (Addenda, RFIs, Etc.)		6	4	8						4						\$ 2,108.00	\$ 1,800.00		\$ 950.00		\$ 4,858.00
Bid Evaluation, Tabulation and Recommendations		4	4	8												\$ 1,580.00	\$ 200.00				\$ 1,780.00
																					\$ 6,638.00
Total Hours	0	266	352	360	0	0	8	36	24	708	0	8	80	0	1842	\$168,856.00	\$3,150.00	\$500.00	\$4,950.00	\$8,600.00	

Total Labor Cost = \$ 168,856.00
Reimbursable Expenses = \$ 8,600.00

Total Fee = \$ 177,456.00

Principal	\$	150.00	0	\$	-
Senior Engineer/Project Manager	\$	120.00	266	\$	31,920.00
Engineer II	\$	105.00	352	\$	36,960.00
Engineer I	\$	85.00	360	\$	30,600.00
Engineer Aide	\$	78.00	0	\$	-
Structural Engineer	\$	78.00	0	\$	-
Senior Surveyor	\$	105.00	8	\$	840.00
Surveyor II	\$	90.00	36	\$	3,240.00
Surveyor I	\$	80.00	24	\$	1,920.00
Senior Environmental Scientist	\$	98.00	0	\$	-
Environmental Scientist II	\$	86.00	0	\$	-
Environmental Scientist I	\$	70.00	0	\$	-
Senior Planner	\$	98.00	0	\$	-
Landscape Architect/Planner	\$	85.00	0	\$	-
Project Designer II	\$	72.00	708	\$	50,976.00
Project Designer I	\$	66.00	0	\$	-
Construction Project Manager	\$	110.00	8	\$	880.00
Senior Construction Representative	\$	80.00	0	\$	-
Construction Inspector II	\$	70.00	0	\$	-
Construction Inspector I	\$	60.00	0	\$	-
Survey Field Crew	\$	144.00	80	\$	11,520.00
Administrative/Clerical	\$	55.00	0	\$	-
SUBTOTAL (ENG)			1842.0	\$	168,856.00

Attachment: Proposal - Livingston Avenue (1104 : EMH&T Proposal for Livingston Ave. Design)

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: July 20, 2015**TO: Finance Committee****RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH PHOENIX DISTRIBUTORS, FOR THE TRADE
IN OF CURRENT WEAPONS. (Second Reading 7/13/2015).**

Please see the attached Memo from Lt. Wright and Proposal from Phoenix Distributors for the trade in of current weapons to Phoenix Distributors for 3 Colt LE Rifles.



Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

4.d.a

MEMORANDUM

Date: 28 May 2015

To: Chief O'Neill #79

From: LT R. Wright #90 *P. Wright*

Subject: MP-5/Colt SMG Parts Trade In

Phoenix Distributors offers a program where they accept parts from certain weapons in exchange for Colt LE Rifles. In this particular instance, they are offering 3 Colt LE Rifles in exchange for parts from 2 MP-5, 2 Colt Sub Machine Guns (9mm), and 1 Benelli Shotgun (see attached quote from Phoenix Distributors). We would retain the serial number stock parts of these weapons in our inventory.

History:

H&K MP-5: the MP-5 is a very capable weapon system and has served this department well for many years. The problem arises from our aged MP-5's. H&K is very proprietary over the parts, and the parts are extremely expensive when compared to Colt AR platform rifles. Example: we recently had to replace all the magazines for our MP-5's at a cost of \$60.00 per magazine. We are due to replace magazines again next year.

Colt Sub Machine Gun (9mm): We have encountered problems with this weapon platform from the start. The weapon malfunctions frequently due to feeding issues. Additionally, the magazines do not hold the 9mm rounds securely. If slightly bumped, the rounds shoot out of the top of the magazine due to the tension from the spring. This could place the officer carrying this weapon system at a significant tactical disadvantage should this happen while the officer is under fire and attempting to conduct a magazine change.

Benelli M1 Super 90 12 Gauge: This weapon system has been out of service for at least 5 years. The weapon no longer extracts and feeds properly. Our armorer attempted to repair this weapon with no success, we tried different types of ammunition brands at the suggestion of the manufacturer with continued negative results, and we finally sent the weapon to the manufacturer for repairs with no success even though the springs were replaced.

Attachment: weapon exchange Phoenix Distrib. (1080 : Purchase Credit for Weapon Trade In)

Replacement:

The Colt LE Rifle supports a .223 caliber cartridge on the AR platform. Transitioning almost all operators to the AR platform offers significant advantages to the team:

1. Accessories are interchangeable between members – to include magazines.
2. The team would be using two types of ammunition: .40 caliber for handguns and .223 caliber for the Colt LE Rifle – which would save some department money in ammunition purchases.
3. Parts are easier to obtain and much cheaper as multiple vendors carry the AR components and parts.
4. Some parts for the AR platform could be obtained for free through the 1033 program.

Company Representation:

Fairborn PD has done several weapon exchanges with Phoenix Distributors and had nothing but positive things to say about them and their LE sales manager Glen McLelland. Fairborn PD stated that Phoenix Distributors offered a better deal than Vance Outdoors when it came to trading in/exchanging their unused or old weapons. If for some reason Phoenix Distributors could not obtain a particular weapon for their PD and Vance Outdoors could, Phoenix Distributors would pay the Vance Outdoors invoice with Fairborn's credit from the turned in weapons with no extra fee's. Overall Fairborn PD is extremely happy with Phoenix Distributors weapon transfer/exchange process especially since it is usually at no cost to the PD.

Request:

I request to do the following:

1. As indicated on the attached quote, trade in the parts from the following weapon systems currently in the SWAT arsenal:
 - a. MP-5 (serial #62-336123)
 - b. MP-5 (serial #62-336856)
 - c. Colt SMG (serial #HT012141)
 - d. Colt SMG (serial #HT011863)
 - e. Benelli (serial #M254219)
2. Receive \$2,995.00 in credit with Phoenix Distributors to purchase 3 Colt LE Rifles. This would leave us \$400 credit with the company.
3. Remove the serial numbers listed above from the City fixed asset list to destroy the serial number parts.



Phoenix Distributors



145A Philmont Ave
Feasterville PA, 19053
(215) 953-8602 (215) 953-8603
Fax: (215) 953-1492

Proposal

Date: 5/22/2015

Proposal Submitted to:
Reynoldsburg Police Department

Phone # 614-866-6622

Address:

7240 East Main Street Reynoldsburg, OH. 43068 Adam Daron <adaron@reypd.com>

Price Quote:

3-Colt LE Commando .223/5.56 Rifles, 11.5" Barrel, Semi/Safe Only, Adjustable Collapsible Stock, Magpul A2 Flip Up Rear Sights, 1/30rd Magpul Magazine. Model LE6933. Cost Per Unit \$865.00
Total \$2,595.00

Trade Quote:

2-Used H&K MP5 9mm SMG W/2-Magazines Ea. Trade Value Per Unit \$865.00 Ea.
Total \$1,730.00

Note: All H&K MP5 Trades Will Be Parts Only.

2-Used Colt 9mm SMG W/6-Magazines Each. Trade Value Per Unit \$432.50 Total \$865.00
Note: All Colt SMG Trades Will Be Parts Only.

Used Benelli M1 Super 90 12ga SBS W/Light Forend. Trade Value \$400.00
Note: Benelli Shotgun Will Be Parts Only.

Total Trade Credit \$2,995.00

Any questions about this proposal please contact Glen McLelland sales mamager.

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:
Payment made as follows:

NET 30 DAYS

Credit Balance After Trade \$400.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, tornado and or other necessary Insurance.
Our workers are fully covered by workman's compensation insurance.

Signature _____

Authorized Signature

Glen McLelland

Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 Days.

Attachment: weapon exchahge Phoenix Distrib. (1080 : Purchase Credit for Weapon Trade In)

**DEPARTMENT OF THE TREASURE
BUEAU OF ALCOHOL, TOBACCO AND FIREARMS**

EXEMPTION CERTIFICATE

(For use by States and Local Governments (Section 4221 (a)(4) of the Internal Revenue Code)

Date: 5/22/2015

I hereby certify that I am Chief James O'Neill.
Of Reynoldsburg Police Department; that I am authorized to execute this certificate and that,
Check applicable type of certificate:

 The article or articles specified in the accompanying order, or on the reverse hereof, (or)

XX All orders placed by purchaser for the period commencing January 15, 2015.
and ending. January 15, 2017. (period not to exceed 12 calendar quarters)

Are, or will be, purchased from Colt Manufacturing Co LLC.

For the exclusive use of Reynoldsburg Police Department.

Of Reynoldsburg, OH. 43068.

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use. I understand that fraudulent use of this certificate for the purpose of securing this exemption will be subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under Internal Revenue Code

SIGNATURE _____

ADDRESS: Reynoldsburg Police Department – 7240 East Main Street – Reynoldsburg, OH. 43068.

ATFI 5600.35 (2-94)

A Sale of an article to State or local government for resale is not considered to be a sale for the "exclusive use" of State or local government, within the meaning of section 4221(a)(4) of the code, and, therefore, such sales may not be tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item the employee is required to possess in carrying out his duties

Attachment: weapon exchange Phoenix Distrib. (1080 : Purchase Credit for Weapon Trade In)

Ron Wright

From: Jeremy Severance
Sent: Thursday, March 12, 2015 9:33 AM
To: Ron Wright
Cc: Adam Daron
Subject: RE: MP-5's

Categories: Red Category

Sir,

For trade in

MP5
62-336123 (90)
62-336856 (117)

Colt SMG
HT012141
HT011863

Benelli
M254219

Please assign MP5 62-402043 to 98.

125

From: Ron Wright
Sent: Wednesday, March 11, 2015 11:31 AM
To: Jeremy Severance; Adam Daron
Subject: MP-5's

Gents,

I need the serial numbers of the MP-5's we want to trade in.

LT R. WRIGHT #90
REYNOLDSBURG POLICE DEPARTMENT
DIRECT: (614) 322-6925
MAIN: (614) 866-6622
FAX: (614) 322-6926
<http://www.ci.reynoldsburg.oh.us/departments/police-department.aspx>

Attachment: weapon exchange Phoenix Distrib. (1080 : Purchase Credit for Weapon Trade In)