



## CITY COUNCIL

### Council Meeting

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

7232 East Main Street  
Reynoldsburg, OH 43068  
[www.ci.reynoldsburg.oh.us](http://www.ci.reynoldsburg.oh.us)

Mollie Prasher, Clerk of Council  
614-322-6836

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**Monday, July 13, 2020**

**Council Chambers**

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### CITY COUNCIL MEETING

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF AGENDA**

**4. APPROVAL OF MINUTES**

a. City Council – Regular Meeting – June 22, 2020

b. City Council – Special Meeting – July 7, 2020

**5. COMMUNITY COMMENTS**

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

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

**6. PRESENTATION - GARY TERRY, YMCA**

**7. COMMUNICATIONS**

**8. WORK SESSION**

- a. A Motion to Approve a Resolution to Appoint Members to the Reynoldsburg Community Commission

**9. REPORTS**

- a. Clerk of Court Report

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

- 1. An Ordinance Consenting to the Annexation of Certain Real Property Located at 704 Waggoner Road in Truro Township Consisting of 130.91+/-, Owned by Rhoderick C. Griffin, Kenton G. Griffin and Laurel J. Sample

- c. **Public Safety, Law & Courts Committee**

- 1. An Ordinance Authorizing the Mayor to Purchase a Police Cruiser and Related Equipment for the K 9 Unit with the Reynoldsburg Police Department, and Declaring an Emergency
  - 2. An Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset Lis

- d. **Public Service & Transportation Committee**

- 1. An Ordinance Authorizing the Mayor to Enter into a Contract for the 2020 Sewer Rehabilitation Project for the Rosehill / Kaiser Road Area, and Declaring an Emergency
  - 2. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services for the 2020 Sewerline Rehabilitation Program for Rosehill / Kaiser Road Area, and Declaring an Emergency
  - 3. An Ordinance Authorizing the Mayor to Enter into a Contract for the Construction Water Main Replacement Project for Roselawn Avenue, Phase 2, and Declaring an Emergency
  - 4. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services for the Water Main Replacement Project for Roselawn Avenue Area Phase 2, and Declaring an Emergency

5. An Ordinance Creating Chapter 973 of the Codified Ordinances of the City of Reynoldsburg to Permit the City Service Department to Establish Rates and Charges for Electric Vehicle Charging Stations
6. An Ordinance Establishing Section 351.19 Parking at Electrical Vehicle Charging Stations of the Codified Ordinances of the City of Reynoldsburg

e. **Finance & Administration Committee**

1. An Ordinance to Establish Separate Funds for CARES ACT Funding from Franklin County, Licking County and Fairfield Counties, and Declaring an Emergency

**10. LEGISLATION FOR EMERGENCY ADOPTION**

- a. An Ordinance Requiring Face Coverings in Any Public Space to Limit the Spread of Covid-19, and Declaring an Emergency (First Reading 7/7/2020). --- Strickland, Jenkins, Bryant. .
- b. An Ordinance to Approve and Authorize the Execution and Delivery of Amendment No. 2 of the Joint Economic Development District Contract No. 2 Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency (First Reading 6/22/2020). --- Baker. Development, Parks and Recreation Committee.

**11. LEGISLATION FOR FIRST READING**

- a. An Ordinance Consenting to the Annexation of Certain Real Property Located at 704 Waggoner Road in Truro Township Consisting of 130.91+/-, Owned by Rhoderick C. Griffin, Kenton G. Griffin and Laurel J. Sample, and Declaring an Emergency --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance Authorizing the Mayor to Enter into a Contract for the 2020 Sewer Rehabilitation Project for the Rosehill / Kaiser Road Area, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services for the 2020 Sewerline Rehabilitation Program for Rosehill / Kaiser Road Area, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.

- d. An Ordinance Authorizing the Mayor to Enter into a Contract for the Construction Water Main Replacement Project for Roselawn Avenue, Phase 2, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- e. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services for the Water Main Replacement Project for Roselawn Avenue Area Phase 2, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- f. An Ordinance Creating Chapter 973 of the Codified Ordinances of the City of Reynoldsburg to Permit the City Service Department to Establish Rates and Charges for Electric Vehicle Charging Stations --- Strickland. Public Service and Transportation Committee.
- g. An Ordinance Establishing Section 351.19 Parking at Electrical Vehicle Charging Stations of the Codified Ordinances of the City of Reynoldsburg --- Strickland. Public Service and Transportation Committee.
- h. An Ordinance to Establish Separate Funds for CARES ACT Funding from Franklin County, Licking County and Fairfield County, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

## **12. CONSENT AGENDA FOR SECOND READING**

- a. An Ordinance Authorizing the Mayor to Purchase a Police Cruiser and Related Equipment for the K 9 Unit with the Reynoldsburg Police Department, and Declaring an Emergency (First Reading 6/22/2020). --- Bryant. Public Safety, Law and Courts Committee.
- b. An Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List (First Reading 6/22/2020). --- Bryant. Public Safety, Law and Courts Committee.

## **13. OTHER COUNCIL MATTERS**

## **14. UPCOMING MEETINGS**

- a. July 16, 2020 BZBA
- b. July 27, 2020 Council 6:30PM (virtual meeting)



c. August 6, 2020 Planning Commission

d. August 13, 2020 BZBA

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ADJOURNMENT

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL June 22, 2020

Council President Leanora Jenkins called the meeting to order at 6:10 PM

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

### Approval of Agenda

The agenda stands approved as submitted.

### Approval of Minutes

a. City Council – Regular Meeting – June 8, 2020

The minutes are approved as submitted.

|                |                 |
|----------------|-----------------|
| <b>RESULT:</b> | <b>ACCEPTED</b> |
|----------------|-----------------|

### Community Comments

#### Tatjana Bozhinovski

My name is Tatjana Bozhinovski, and I AM AN IMMIGRANT. I am a Reynoldsburg resident for over 15 years. First, I would like to thank Council member Bhuwan Pyakurel for inviting me to speak in support of tonight's resolution, recognizing the City of Reynoldsburg as a Welcoming City that celebrates diversity, as well as Acknowledging World Refugee Day. June is a very special month for me personally and for the community I proudly serve. June is Immigrant Heritage Month, and as I introduced myself, I said I am an immigrant. My parents and I came to the US back in 1988 from Macedonia. I was a teenager and faced my own challenges and, in more occasions, than not, I was mad at my mom and dad for pulling me away from what I knew and bringing me to a place so foreign to me. But it did not take me too long to realize that my parents did the right thing. They brought me to a country that gave me an opportunity and a chance to live a great life. As a parent now, I am grateful that my children are growing up in a country where they can live up to their full potential and succeed in life. At the same time, we can keep our traditions, celebrate our holidays, and share about our heritage without neighbors. And I am grateful that we are a part of this beautiful and colorful fabric of our city of Reynoldsburg. I am thankful that God has led me to a decision to work with families that are walking in shoes that I have once walked. My

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entire adult life I have worked with immigrants and refugees that come from all walks of life and I am proud to say that I have had the privilege to work with individuals from over 80 countries here in Central Ohio: 16 years in Columbus City Schools and the last 7 years with ETSS I was here last year (in a different setting), introducing ETSS and the work we do. Helping immigrants and refugees establish roots and gain self-sufficiency in Central Ohio is what we do. Because I am very, very passionate about this subject, and I can talk for hours and days on this matter, but I am limited on time, as we acknowledge World Refugee Day, I would like to mention only a couple of Reynoldsburg residents (among many) from ETSS. Dr. Seleshi Asfaw, the CEO and President of ETSS who as a refugee left Ethiopia of fear of persecution due to political opinion. Durga Subedi, a refugee from Nepal, working in my office as a community navigator, and by the way, was recognized as one of the Big Heroes from the Columbus Foundation BIG GIVE Event just a few days ago. Dr. Seleshi and Durga are a very, very small fraction of what makes Reynoldsburg beautiful! And I don't have to tell you that because I know you can see it every day in our city, the home of many, adding to its economic strength. Whether it's the French Bakery, or the grocery stores, clothing shops, beauty salons. Or residents walking up and down Reynoldsburg streets, wearing beautiful, colorful traditional attire, participating in events. Every refugee and immigrant contribute to the richness of our community. Refugees and immigrants make Reynoldsburg great! Refugees and immigrants make America great! Every voice is unique, every story is powerful, and I am so grateful that Reynoldsburg is here to listen, learn and accept. Thank you.

**President Jenkins**

Thank you Tatjana for coming this evening and sharing. I am familiar with ETSS organization and they do good work and during the Covid I have contacted them to make sure that they were able to have some of the information that was being shred on the website from the Franklin County Department of Health. I know that it's important to have a connection between certain organizations and your organization so that they are current with updated information during the Covid 19, so I really appreciate you coming today and speaking about it because a lot of people don't know about the organization and what all they do there. Thank you.

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**Angie Plummer**

My name is Angie Plummer and I am the Executive Director of Community Refugee and Immigration Services (CRIS). I have had the honor of working with the refugee community in central Ohio for over twenty years. I am pleased to provide these brief remarks in support of the resolution recognizing the City of Reynoldsburg as a Welcoming City that celebrates the growing diversity of its residents and acknowledges refugees and immigrants. And all new comers enhancing the culture and economy. We would also like to acknowledge World Refugee Day. June 20th was World Refugee Day and its day to celebrate the resilience of refugees, recognizing those that are still in harm's way and the achievements of those that have been able to rebuild their lives here. At this time of economic uncertainty and civil unrest, it's certainly timely that the City of Reynoldsburg would considered sending a strong message to its residents that Reynoldsburg is Welcoming City, that its residents feel supported by the City. It should be noted that many refugees and immigrants are working on the front lines as healthcare or other essential workers during this pandemic. Refugees and immigrants contribute to the economy of central Ohio, tax payers and business owners. I know all of you are aware of their many contributions. By choosing to welcome those who were strangers and helping refugees and immigrants rebuild their lives in the community, you also benefit from their resilience and ingenuity, the culture they bring, certainly including the food and their steadfast commitment to this country. I know no prouder U.S. citizens then those I have been able to witness become naturalized citizens. I know they do not take their citizenship for granted. When there is welcome, there is civic engagement. As evidenced by your own Bhutanese/Nepali Councilmember who was a refugee himself. When people feel welcomed they want to engage in their community and call it home. I hope you will chose welcome and pass this resolution. Thank you for allowing me to comment this evening.

**Gwen Stembridge**

My name is Gwen Stembridge and I serve as the state wide Civic Encounter Director with Equality Ohio. These past few weeks there has been a lot to celebrate. We have seen progress not just in LGBTQ equality but we have seen a large number of individuals, corporations and community leaders, stepping up to affirm Black Lives Matter. Just one week ago today the Supreme Court of the United States ruled that employers may not discriminate based on an employee's sexual orientation or gender identity. This is a huge win for the LGBTQ community who no longer needs to fear that will lose their job, source of income and means to care for their family. This is a big step but definitely falls short of the full protections need to ensure the LGBTQ communities re equal under the eyes of the law. This case and this decision did not touch the areas of housing or public accommodations and still leaves those

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areas of marginalized individuals vulnerable to discrimination in those areas. But not in Reynoldsburg, if all goes well tonight. If you all pass this ordinance tonight, you will join in the company of 30 other localities statewide who have chosen to have their laws match their values of being open to all. The next step will be for Ohio to pass the Ohio Fairness Act. The statewide version of this ordinance that you vote on tonight. You will also be the first City in Ohio that we are aware of, to simultaneously pass non-discrimination legislation based not just on sexual orientation or gender expression but also on natural hair. This ordinance comes at a time that we are honoring the black leaders and leaders of color like Marsha P. Johnson and Sylvia Rivera, without whom we would not be able to celebrate this Pride month openly. I look forward to celebrating with you all this evening, I look forward to announcing Reynoldsburg as the 31st City in Ohio with these comprehensive protections. You are truly the City of Respect and now your law will match that value. Thank you so much for your time.

A photo is taken with the rainbow flag and the council members.

**Shyam Gautam**

Nameste everyone, my name is Shyam Gautam, I am a proud resident of Reynoldsburg since 2015 and I am a proud father of two. I am proudly living my extended family members in the same house and share our own perspective and diversity within our house. That is why I believe in diversity and I thank you Councilmember Pyakurel for this opportunity. I would like to thank you Mayor, Councilmembers and Council President for the opportunity. I don't have script about this but I do have my whole life that is already a scripted version. And I share the same story as Bhuwan, he has more experience than me based on the age. <INAUDIBLE> When I grew up in the refugee camp with a lot of uncertainty waiting for someone to serve us and if you have watched the Pursuit of Happiness movie, my life is like that. I traveled so long from the small county of Nepal to the U.S. to find a better future and to be myself. When I became a citizen in 2015, I could not be more proud of that. I came into the U.S. in 2010, into the state of New Hampshire. To share about my journey in how I evolved in the journey of happiness and the American Dream. I worked as an associate in Walmart, finished my undergrad and moved to Columbus in 2013. Purchased my home in Truro Township, in Reynoldsburg, in 2015. Started working at Nationwide as a claims register in 2016. <INAUDIBLE> We are proudly serving more than 170 claims there. I would like to take this opportunity to inform you all that co-owning and independent retail pharmacy that will be starting right here on East Main Street in July or August. This is the way I would like to thank American, Ohio, and Reynoldsburg for giving opportunity and believing in us. <INAUDIBLE> This kind of historic day will inspire people like me. There are a lot stories to share. I know my time is limited but I would be more than happy discuss

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with you in person and share about other experiences and help solve any issues in the community. I would like to thank you all again for passing this resolution on this historic day. Thank you and have a bless night everyone.

**Damodar Poudel, MD FAAFP**

I am Dr. Poudel. I have been living in Ohio for almost 20 years and working in Chillicothe for the last 16 years as a primary care physician. It's my honor to be here today and thank you Councilmember Pyakurel for giving me this opportunity to say a few words about the community so close to my heart, as we celebrate International Refugee Day. I was first introduced to the Bhutanese Nepali community when I was student in medical school, where I had an opportunity to volunteer at the refugee camp, sadly I got to witness several heartbreaking stories many years ago. Things were not good in the camp. <ZOOM CONNECTION FROZE/INAUDIBLE> Just a few years back a medical student contacted me requesting a rotation. He was only 6 years old and living at the same camp I had volunteered years ago. What an incredible achievement for this young man, from being in a refugee camp to being a doctor in the U.S. He just called me today and told me he is starting his residency here in Columbus. I feel fortunate to witness and be a part of this beautiful and inspiring story. None of this would be possible without diversity and kindness by the US government and the people. Being one of the very few Nepali speaking physicians in the area, I knew I could contribute to the community. Especially in the times of crisis like the Covid pandemic. <INAUDIBLE> Councilmember Pyakurel and I made several simple educational videos, which seem to be very helpful in the community. Understanding the need in the community, eventually BRAVE Project was born. With the principal that it would be for the community and by the community. BRAVE stands for Bhutanese Response Assistance Voluntary Effort. Through this project, we have been able to help hundreds of families. Depending on the needs of each individual whether it is medical help, counseling, delivering food, financial help to buy food, applying for unemployment, etc. We have several sites working in a very systematic and efficient fashion. With using technologies including an app, the app was developed and approved in a short period of time. The app was developed by a kid here not long ago. The name of the project has spread to several cities. The project that started here in Columbus has grown to 12 other cities and 7 different states. Currently we have over 200 active volunteers, including more than 60 nurses and we have trained them for hundreds of hours. The beauty of the project is besides a few old ones like myself, I think I am very old to be in that group, most of the volunteers are very enthusiastic, high motivated, disciplined, hardworking, young kids from the community. It has been very inspiring to working with them. These kids have helped me understand the true meaning of refugee to

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me. Which means being resilient, courageous, hardworking, grateful and victorious. Again, I would like to thank the great United States of America, the City of Reynoldsburg for welcoming with open arms and a big heart. Thank you.

**Tyrell Thompson**

My reason for wanting to get involved was community relations and particularly with the Reynoldsburg police Department. I have been a business in Reynoldsburg for about 15 years and I have had great experience with some of the officers and I have had some not so pleasant experience with some of the officers. I have been trying to figure out a way that we can really bridge the gap to make the police and community work together. In particular there are a couple officers that really stood out to me that really made a difference for me personally. One is retired so I won't say him but Officer Mielke and Officer Scalmato in particular. It's funny because I could talk about it now but mine and Scalmato's first run in, I was actually arrested. Come to find out during the whole process he really treated me good because it could have been bad but he treated me very good. Since then him and I have established a relationship and I really see that he actually cares about people. We are visually seeing a lot right now with misconduct and you know it's really causing a bridge with society and community, especially being an African American man. It is kind of scary at times, when you get pulled over at times you don't know how it's going to end up. We need to keep the good cops in the area with Reynoldsburg because it's important for the community. Seeing what Officer Scalmato is going through right now is disheartening because he is by the book and a stand-up guy. We really need to get him back because the shape we have with Reynoldsburg Police Department, if it doesn't change its just going to keep the gap. Not only between black American and in the community but just period. I just want to say to officers like Scalmato, Meilke and Hines, those are some really good people. I think the Governor and the Council need to start paying attention to the good ones. Not just the black or white period, the good cops. The cops that really do make a difference in this community because that's what we need. We really need people to make good decisions that's in those powerful positions. I want to say God bless everyone and hopefully we can bridge the gap between the Reynoldsburg Police Department and the Reynoldsburg Community and try to make a difference.

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**Bryan Pitts**

My name is Bryan Pitts, I've been working in the Reynoldsburg community since 2013. I am a master barber and semi-truck driver. I want to touch on the same thing that Mr. Thompson said as far as community relations. I had a run in with a few Reynoldsburg police officers that was not as pleasant. The first one was there was a call saying I had done some very violent things that I did not do. One of them was, to show you how serious it was, someone said that I was shooting at them and that I assaulted them. I was at the barber shop cutting hair and a female said this about me, called the police and lied about me and Officer Sunday, he didn't even take the time to talk to me, ask me any questions. He just assumed that I did that stuff. He even called my cell phone, he got my number from her and said "Hey were going to catch you later". He didn't say come by the station and let's talk, none of that. I got to jail, my bond is \$275,000.00. I pay \$17,000.00 to a bondsman cash that I did not get back for something I did not do. The same woman calls Vincent Scalmato and says that I threatened to kill her on the jail phone. So I make bail and the Reynoldsburg Police bring me to the Reynoldsburg Police Department to talk to Mr. Scalmato. He said Bryan this lady called and said you I threatened to kill her on the jail phone and if you did I am going to charge you again. And I said I did not do that. So he listen to 30 hours of jail calls and found out that everything that she said was bogus and you know what, that really touch me. That he actually did the investigation. That Officer Sunday did not do, he just assumed that I did what this person said that I did. I was looking at 10 years of my life gone you know. And I have a nice home, I have children, I have a wife. Well I have a wife now. And you know I could have been gone ten years because of somebody lied on me and because officer Sunday didn't do the job that Scalmato did and I went to trial and I won. Because I really didn't do anything and you know I want to say that Scalmato when he was working as a cop you could see him pass by and see him in the community and he would come by the barbershop. I would see him from time to time after that I wasn't scared to speak to him, so there wasn't a disconnect. I will be with friends and stuff and I would see him and they would be like man who's that? He is the police. He is Scalmato. He is a great guy. He is really fair. He is not one of these guys that are going to come down on you and think you're criminal just because you're African American. It's kind of like when you sing it's like you kind of refresh because you know that everything's going to be alright. He is a stand-up guy you know he's one of the good guys. I sent everyone on Council an email of what happened and I haven't really seen him and you know he he's really a good guy man and I just don't know you know we need more cops like that's the Scalmato in the community because he's not scared to talk to the African Americans and he's not scared of the African-American men. He comes up he shakes your hand he wants to know what's going on. He does all that. He communicates. You know

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that's really all I have to say but you know and I'm not going to take too much of your time but that's all I have to say.

**Tanya Mitchell**

Good evening, my name is Tanya Mitchell, I have been a Reynoldsburg resident for two years now. I would like to take this time to address my experiences in hopes that it will bring change. My first experience was at my first home where I was renting. I had my dog and I was house training the dog, when she would go inside the house we would take her outside and tie her up outside. We had the cops called on us three times and every time the officers came out, they were empathetic of my situation and they said, "I'm sorry, you're not doing anything wrong but we have to come out at least three times." So every time the specific neighbors called, they had to come out. That was my first experience with the Reynoldsburg Police. They didn't do anything, it was the individuals constantly calling. The second situation actually recently happened to my 17 year old son. He was visiting a friend in the apartments next to the Walmart. His friend was having personal emotional issues and while my son went to go visit his friend they were standing outside of his apartment, they saw four white individuals watching them and they felt uncomfortable and they sat inside my son's truck. So while they sat inside my son's truck, my son was caught off guard when two officers walked up to his vehicle. When the officers walked up to his vehicle my son immediately put his hands on the steering wheel, like I taught him to do. His friend was so nervous and scared he started saying we are innocent. The female officer started talking to my son and she came to the conclusion that you guys are just teenagers, you're not doing anything wrong, you're fine and they left. At this point, I feel like there are too many callings of the police and they are being frivolously called. This is a waste of taxpayer dollars and this is also a waste of the Police Department's time. I came here today in hopes that we can set plans to effectively prevent these incidents. The incidents are not the fault of the police, but I'm calling out the individuals that are making these unnecessary phone calls. My son has two jobs in Reynoldsburg. He works at Donatos and he works at Canes. And in those situations he is seen as a bright young man with a bright future. When he is out in his personal life with his friends, he is seen as something other than and seen as giving them a cause to call the Police on my African American son. I feel that if something were to be set in place to where these individuals who are calling the cops for baseless reasons, if they were given a warning initially and if they do it again they are ticketed and then again something else. Then maybe these things will stop happening but for now they are calling and calling and calling and they are going to continue to do it as long as they are allowed to do so. Thank you for your time, that's all I have to say. Thank you.

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**Patricia Rowling, 7651 Burkey Drive**

(Questions emailed to Council)

I have several questions I need for which I need answers regarding the proposed “protected classes” ordinance. Factual and brief answers would be appreciated.

1. What prompted or necessitated council to consider this ordinance?
2. Which council member introduced it? From what organization did he or she receive it?
3. What does it ban specifically that state and federal ordinances do not? Is it critical at this time when one of four Americans are without jobs? Is there real evidence not conjecture that Reynoldsburg is really losing jobs to cities such as Bexley who has the ordinance?
4. Could not this perhaps contentious ordinance have been considered when our churches and synagogues are not shuttered from Covid 19, and only streaming City Hall meetings are being held, preventing the public from hearing one another’s concerns? Or is this an infamous example of not letting a crisis go to waste?
5. Do I understand correctly that only one section of this amended ordinance proposal exempts churches? That is how the reader would conclude. The words “section” and “chapter” appear to be used synonymously. How can the readers know as the definition page does not explain? Messy.
6. Will transgender persons use their biological sex designated restrooms?
7. Could a Reynoldsburg church refuse to rent out its hall or property to a transgender or homosexual association or group who wanted to meet to further their agendas? Any council person who does not agree that churches should be able to refuse such, please raise your hand so it can be put in the record. The whole point of such amendments is to diminish churches, since the churches are the original continuing objectors to this inadvertent plea to be okay. I ask you respectfully to exclude all applications to all churches, not just ONE section of this ordinance! As representatives of all the citizens of Reynoldsburg, you are compelled to consider the sexual ethics of many churchgoers in our fair city.

Respectfully,  
Patricia Rolwing

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**Councilmember Baker**

Ms. Mitchell, I need to say something before we move on, something on my spirit regarding your son. Tell him that I say keep on keeping on. Keep on doing what he is doing. Apparently he is a very stand up young man. I know some teenagers that don't want to work one job let alone, your son working two. Don't let those individuals discourage him from doing what he wants to do in life. There is always going to be negative towards one person because of some ignorance, I would like to personally tell that young man to keep strong and keep on keeping on.

**Councilmember Strickland**

Ms. Mitchell, two weeks ago I reached into your story because I saw the comments on one of the Reynoldsburg pages. It was important enough to me because I also have an African American son. When I read our story, the experience that your son had to endure, it really touched me. I wanted to say that, thank you so much for coming here and sharing your story in your own words. Thank you for doing that. As we move to the next level, bringing Reynoldsburg, it's going to take all of us to get involved and I appreciate Mr. Thompson and also Mr. Bryan Pitts coming and sharing their experience regarding the different levels of relationships they have with the Police Officers here in Reynoldsburg. Thank you.

**Councilmember Lawson-Rowe**

I would like to echo what Councilmembers Baker and Strickland said. Thank you for the courage to stand up. To share your experiences, this is just the beginning where we have to a conversation. As a community this is how we bridge gaps and heal. A lot of the times when we are silent it's because we feel safe and we do not want to expose ourselves. We must have the courage to stand up and speak out. In switching gears, in terms of community, I would like to mention that I am full of gratitude to the people of Reynoldsburg and Mayor and Council for participating in the Juneteenth celebration that we have. Based on feedback that I received from in person and writing, I believe our objective was met in terms of celebrating, honoring, educating and increasing the knowledge and the history of Juneteenth. I would like to also share that this celebration starting 1866, this is the very first time that Reynoldsburg has acknowledged it and has celebrated it. I would like to also address some comments that have been shared with me regarding the Juneteenth celebration and the City is not having July 4th. I would like to make no mistake this is not either or, or one against the other, this is all celebrating American history. I will participate, my family will participate and honor the July 4th celebrations as we have done in the past. That ugly thing called Covid, is stopping us from having the parade and the fireworks but we certainly will celebrate July 4th. I wanted to

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make sure that neighbors knew its one against the other. It is all American history and we celebrate accordingly. I appreciate it.

**Mayor Begeny**

Most of you have seen, we have offered the position of Chief of Police to Curtis Baker and he has accepted. There will be a ceremony one week from tomorrow at 6:00 PM at City Hall. Chief Baker and I have had a lot of conversation about some of the topics that have been discussed this evening. We are going to be working together to continue on our traditions here in Reynoldsburg in the City of Respect. I invite all Councilmembers as well as the public to socially distance themselves as we celebrate the Chief and his position next Tuesday. I appreciate the invitation to participate and celebrate Juneteenth last week. Kudos to Councilmember Lawson-Rowe and everyone who was part of that. I do a lot of conversation as the evening went on that this was just the beginning and next year it will be a little bit grander. I think the people are ready to make this an annual tradition and I would love to be part of that as well, of course.

**President Jenkins**

Yes, thank you for the Juneteenth celebration and maybe one day soon it could become a holiday. That is what we are hoping for.

**Public Hearing**

A Resolution Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2021, and Declaring an Emergency

There were no public comments regarding this resolution.

**Communications**

There were no additional communications.

**Motions**

A MOTION TO APPROVE A RESOLUTION REQUESTING FUNDING FROM THE STATE OF OHIO FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND

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### Auditor Cicak

This is a requirement from the federal government to receive the CARES Act. The federal government made the deposit today, to the Ohio Office of Management and Budget and the County should have it tomorrow. This a requirement. The attachments that are in your packet show the breakdown of municipalities, central Ohio will receive. There are very specific rules attached to this CARES Act Funding and I spent quite a few hours in conferences with GFO conference <INAUDIBLE>, that explains all of this. There are a lot of details and a few gray areas in which I shared with all of you. It is good news.

### President Jenkins

My understanding with the CARES Act, with the counties that qualify to receive funding, have to be a certain number of population but how does that trickle down to the local level?

### Auditor Cicak

In the packet there is a sheet that came from the County Auditor and I kind of gave a breakdown of the amount that is available, it has to be used by a certain date and there are certain stipulations on how to use this money. It is not a lump sum that we are going to receive deposited but I'm sure the administration has been keeping track of their extra expenses. I know he has been because we have been talking about it now for the last three months. Our projected portion is about \$800,000.00.

### President Jenkins

When will we know as far as receiving those funds?

### Auditor Cicak

Well this the first step, is passing this motion. You just need to approve this resolution, I have gone through the training and signed up through the grants page, and so has Joni Crawford your Finance Manager. This is something that is a work in progress, this is the first step.

### Mayor Begeny

If I could add to it. They idea behind it, there are something's the City has already paid for. For instance, the Police Officers that were used for traffic control for Hart Food Pantry that was essential service during times of Covid, this was not budgeted for but was an essential service. Funds would be used for that. So a lot of this is going to be

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reimbursed. The reason why this particular piece of legislation has to go through, it is a check mark, a bench mark as the Auditor mentioned, that we need to have for the federal government. They are trying to loosen or broaden what the funds can be used for but right now the simplest explanation is, anything that we was not budgeted for originally that was a direct impact on Covid procedures and policies. PPE and other items throughout the City that were dealt with, those are what those funds can be used for. There is always an opportunity for the state legislature and the federal government again, kind of broaden that for a little more relief for the City as well. Non-essential or non-Covid related functions which is what we are advocating for. But this is something that will be very beneficial to us considering some of the <INAUDIBLE> that we have had. This is step one of the process. The Auditor and I and all of our directors have basically anything that we are spending that is eligible for this can be submitted in a line item, I'm sure something you will see as the process moves forward. The reality is we are doing our due diligence to make sure we are taking advantage of the opportunity to reimburse funds because of Covid.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Kristin Bryant, At-Large Councilmember                            |
| <b>SECONDER:</b> | Stacie Baker, At-Large Councilmember                              |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

A MOTION TO APPROVE A 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

Councilmember Pyakurel thanks Council, Council President Jenkins and multiple members of the community who shared their support and stories regarding refugees and World Refugee Day. These actions mean a lot to himself and the members of the Reynoldsburg community as he himself is a refugee and spent many years there. He is very thankful to this country for giving him a second chance at a better life. Councilmember Pyakurel reads the motion into the minutes.

Councilmember Lawson-Rowe thanks Councilmember Pyakurel for highlighting his diverse and rich culture that resident are able to experience in Reynoldsburg.

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Councilmember Bryant thanks Councilmember Pyakurel and was proud to pass on the motion for him to bring fourth as he has lived the reality of this motion.

|                |                                                                   |
|----------------|-------------------------------------------------------------------|
| <b>RESULT:</b> | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>AYES:</b>   | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

### Reports

#### Auditor's Report

Clerk Prasher advised that the Auditor submitted a report for the months of March and April, 2020.

#### AUDITOR'S REPORTS-MARCH 2020

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

#### AUDITOR'S REPORTS-APRIL, 2020

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

### Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for June 22, 2020.

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

An Ordinance to Approve and Authorize the Execution and Delivery of Amendment No. 2 of the Joint Economic Development District Contract No. 2 Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

#### Attorney Shook

We were approached late in May by the attorney for JEDD District 2 requesting an amendment to our JEDD agreement with Etna Township. The purpose of the amendment is to proposed and foster development at a parcel in the JEDD district over on Main Street on near the intersection on Columbia Road. The township has negotiated with the school district to allow a tax abatement for this particular parcel and for this development. As part of that negotiation the school has requested that we

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amend our JEDD agreement to increase their net revenue share in the income tax that is collected as a result of this development. My understanding is if we are not able to reach and with Etna Township to amend the agreement is that the tax abatement would not be able to go through and the development would not be able to occur. The effect of this amendment is to essentially increase of course the percentage shared for the school district on net revenue generated as a result of the development here in this parcel. The City's percentage of net revenue would remain the same or gross revenue would remain the same although because of the increase in the school district revenue, we would take a lesser percentage as whole. The township would be taking a significant hit on this amendment, much more so than the City would. The township strongly prefers that this development go forward. We had some discussions with our tax department about how it is that we could collect and disburse the tax revenue properly for this parcel and then for the JEDD parcels in JEDD 2 and then we reached an agreement through negotiations with Etna Township and with the developer to provide for that contingency. We are asking that this ordinance be passed as an emergency because the developer will not be able to break ground until the Mayor is able to sign the development and compensation agreement and he cannot sign that until the ordinance is passed. If we don't do that relatively soon, the developer may look into other options.

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

### **Public Safety, Law & Courts Committee**

This is the Public Safety, Laws & Court Committee meeting for June 22, 2020.

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

An Ordinance to Amend Title V of the Codified Ordinances of the City of Reynoldsburg to Add Chapter 503, Prohibiting Discriminatory Practices in Employment, Housing, and Public Accommodations (Second Reading 6/8/2020)

### **Attorney Shook**

There was there was one change in very minor to the ordinance. We wanted to go ahead and add in a definition for commercial. As Council knows, under the public accommodation section, religious institutions are exempt for non-commercial

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activity. We talked with some leaders from some of the churches in the community wanted some clarification on that exemption and it was suggested and then thought better that we just provide a definition that would be able to provide them some of that clarity. That definition is before you tonight if you would choose to amend the ordinance.

**Councilmember Cotner**

Thank you Attorney Shook for speaking with some of the churches, I know I had spoken to some and again I still have the concern of the church side. Of their abilities to separate and operate as they in there by laws and rules I will apply. I think at least the finding that is a step to help them to navigate through this. If they have not, and I spoke to several, and they haven't I continually seem to have significant concerns and challenges but I just wanted to make sure that those were addressed and no we tried to be respectful of that separation. Aside from that I just want to make sure that we had that clarified and thank you for following up on some of those things and reaching out today. Aside from those concerns I'm glad to see that we are modernize at least this piece of this and following through as was mentioned earlier about the Supreme Court's case that starts the ball rolling in a little further up higher here. Thank you for give me a moment and thanks for trying to address some of those concerns that may hit here locally.

Councilmember Bryant moves to amend the ordinance to include Attorney Shook's edit, second by Councilmember Lawson-Rowe.

Roll Call: Cotner: Aye Baker: Aye Bryant: Aye Strickland: Aye Salvati: Aye Pyakurel: Aye Lawson-Rowe: Aye

Councilmember Bryant moves to forward motion to Council for third reading as amended. Motion Carries.

**An Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List**

**Chief Baker**

These are a list of items no longer used by the agency due to no longer being functional or no longer recommended by our IT personnel. The first item is a Trek bike is a service year of 5 to 10 years and we are beyond that. We have pieced that out, we have removed equipment and reused it on new bikes and it's just a shell of a bike. We are recommending that is up for destruction, I wouldn't feel comfortable

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selling that bike as it is beyond its useful life. The other items that are IT items and they recommend be disposed of. They are no longer operational or meet the requirements of IT. IT will dispose of those items through recycling or destruction.

Councilmember Bryant moves to forward the item Council for first reading. Second by Councilmember Pyakurel. Motion carries.

An Ordinance Authorizing the Mayor to Purchase a Police Cruiser and Related Equipment for the K 9 Unit with the Reynoldsburg Police Department, and Declaring an Emergency

**Chief Baker**

This is a vehicle that we will be using for the addition of our third K9 unit, which begins training in September of this year. This item is being acquired through state bid and equipment related to it is also in this request.

Councilmember Bryant moves to forward the item Council for first reading. Second by Councilmember Pyakurel. Motion carries.

**Public Service & Transportation Committee**

There is no Public Service & Transportation Committee meeting.

**Finance & Administration Committee**

There is no Finance & Administration Committee meeting.

**LEGISLATION FOR EMERGENCY ADOPTION**

**44-2020**

AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

No discussion.

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|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Louis Salvati, Councilman                                         |
| <b>SECONDER:</b> | Stacie Baker, At-Large Councilmember                              |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

### LEGISLATION FOR FIRST READING

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 2 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 2 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

No discussion.

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> | <b>Next: 7/13/2020 6:30 PM</b> |
|----------------|----------------------------|--------------------------------|

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE A POLICE CRUISER AND RELATED EQUIPMENT FOR THE K 9 UNIT WITH THE REYNOLDSBURG POLICE DEPARTMENT, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

No discussion.

|                |                              |                                |
|----------------|------------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COMMITTEE</b> | <b>Next: 7/13/2020 6:30 PM</b> |
|----------------|------------------------------|--------------------------------|

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

No discussion.

|                |                              |                                |
|----------------|------------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COMMITTEE</b> | <b>Next: 7/13/2020 6:30 PM</b> |
|----------------|------------------------------|--------------------------------|

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### LEGISLATION FOR THIRD READING

#### 45-2020

AN ORDINANCE TO CONSENT TO THE TRANSFER OF TERRITORY IN THE CITY OF REYNOLDSBURG TO THE TOWNSHIP OF TRURO --- Baker. Development, Parks and Recreation Committee.

No discussion.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Stacie Baker, At-Large Councilmember                              |
| <b>SECONDER:</b> | Kristin Bryant, At-Large Councilmember                            |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

#### 46-2020

AN ORDINANCE TO AMEND TITLE V OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO ADD CHAPTER 503, PROHIBITING DISCRIMINATORY PRACTICES IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMMODATIONS --- Bryant. Public Safety, Law and Courts Committee.

#### **Councilmember Lawson-Rowe**

I want to personally take a stance. You are being safe when you are silent and I think that prohibits us from having healing and change and if we remain silent, us as parents, we know that if we remain silent our kids cannot be healthy because will not be advocates for our kids if we don't take them to the doctor. And if we remain silent as parents we allow them to suffer in silence. If they don't have adequate housing. I am not a direct member of the LGBTQ community, it does not matter because I still support equality. And if I know that my family or my loved ones, in some instances I have heard, "my kind is not welcome," that really will allow me the opportunity to pour my support into another business. I don't want to give that power away. Whenever we have the opportunity to change someone's heart, we know that laws don't change hearts but the laws will be a vehicle to change those hearts. It will certainly help people to be protected by discrimination or bigotry. I know that things can't always be enforced behind closed doors and we can't always change people's thoughts but I am going to do what I can do to pull back the curtain to let you know that I will continue to be gap filler and a bridge maker and I fully support the anti-discrimination ordinance and those that don't, they are

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welcome to their opinion and we are still neighbors and I certainly want to continue to work together and bridge those gaps, thank you.

**Councilmember Strickland**

Thank you for working on this legislation. I know it's been two years in the making and appreciate you bringing this forth. The time is now. I am hoping that my fellow Councilmembers will unanimously vote on this legislation. We are a City of Respect and I am excited to have this opportunity to be a part of this change. The change for everyone. Thank you.

**Councilmember Baker**

Two years ago I took this journey with Councilmember Bryant, two years ago it should have passed. Two years later we are here, we are standing on a historic aspect for the City of Reynoldsburg and I am glad to be a part of it. Thank you to Councilmember Bryant for bringing it forward two years ago and bringing it back this. And to Attorney Shook for working hard to make sure that this ordinance is inclusive for everyone to get behind and it's no small feat but it got done and kudos to both of you.

**Councilmember Pyakurel**

We had a celebration last week, we are so excited that things are happening. I was sharing the excitement with Councilmember Bryant and now today we are doing a great thing in our City, I am in favor of it. Thank you Councilmember Bryant for bringing this up. We are a City of Respect and all of us can live together. Thank you.

**Councilmember Bryant**

I would like to thank Attorney Shook for all the time and dedication that he spent on this project. When I brought this forth in 2018, we were using a model from Bexley. Attorney Shook painstakingly went through the ordinances of many different cities throughout Ohio, the 30 cities that have approved such an ordinance. He took the best of the best. He spent a lot of time and was very cautious of that. I also thank Mayor Begeny for leading the way with such a defense of the LGBTQ community dating back to his time on the school board. It would have been nice for this to have gone through the City around the same time, it been long overdue. I am optimistic, maybe not realistic but optimistic that the state will pass the Ohio Fairness Act. We can no longer wait on this legislation. This is something that members of our community have gone without. They are not trying to be special they just want to have the same rights as everyone else. It's high time to make

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that happen. I thank everybody that has worked on this project. I look forward to its passage.

**President Jenkins**

I would also like to thank Councilmember Bryant for pushing and keeping this going. I know when you feel like you have been defeated and no one is listening, you kept trying for two years and to get this passed is a very good thing that you pushed forward. You asked Attorney Shook to work with you on this and I know Bexley had approved it and I believe Westerville did also and I just think that it's good that you kept pushing forward with and we have finally come to the end of the road with this in passing. We are looking like leaders amongst other cities and that we didn't wait for the Ohio Fairness Act to act on this I think it's a great thing that we are city of respect and that we are showing and leading by example for other cities and there will be others that follow in our footsteps and that they will work on this ordinance as well for to their cities. I want to thank you for not giving up when you could have and remained silent. I want to thank you for that. Thank you for everyone who worked hard on this and hopefully we can all celebrate this soon.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Kristin Bryant, At-Large Councilmember                            |
| <b>SECONDER:</b> | Stacie Baker, At-Large Councilmember                              |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

**47-2020**

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG, OHIO FOR THE FISCAL YEAR BEGINNING 2021, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

No discussion.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Louis Salvati, Councilman                                         |
| <b>SECONDER:</b> | Shanette Strickland, Councilwoman                                 |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

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### Other Council Matters

Councilmember Pyakurel states a resident called to him today and a few neighbors complained as well. There were many sounds and they were not sure if they were gun shots or fireworks. A call was made to the Chief to look into the matter and look at the call log, he also believes they are fireworks. He asks that the community respects your neighbors and asks that they not set those off. It is a difficult ordinance to enforce because they have to be witnessed being set off. President Jenkins and Councilmember Baker believes it may be fireworks.

Councilmember congratulates Chief Baker on the promotion.

Councilmember Strickland asks the Mayor for an update on the Community Commission. They have begun the process of planning and soliciting to community members to join, that will be going on the website in the coming weeks to volunteer. Some topic he has heard are neighborhood beautification, New American relations, transportation related to speeding and some other. The goal is to have people submit their information and have a meeting sometime in July or early August and then reporting back to Council in September. They are borrowing information from other locations like Cleveland and Pittsburgh. Goals are being set to accomplish during those meetings.

President Jenkins asks the Mayor for an update on the Move Theatre on June 26 or 27th and a new bakery coming to the City. The Mayor explains that the City is going to have a series of drive in movies beginning Saturday 27th at Civic Park. There was no cost to event but the tickets are already sold out for capacity. In July will be Star Wars and in August Frozen 2. If the event goes well they are hoping to add additional dates to this series. They are hoping to be able to spread out the ticket availability. Nothing Bundt Cakes is coming to Reynoldsburg in the old Payless Shoes. The grand opening is July 18, they are working to make this a community event. Nothing Bundt Cakes is not just a business for them but community involvement. They want to send little bites of joy all over the City and working hard to donate sales from the grand opening to Hart Food Pantry and Mid-Ohio. They also attend the Farmers Markets. Councilmember Baker suggest an Avengers night.

Councilmember Lawson-Rowe asks Mayor Begeny about the cul-de-sac Concerts. He explains these are a kind of pop up concert in different areas of the City. They start around 7:30 in the evening. The idea is giving people an event to attend in their home and socially distance. The events do depend on weather. They plan to be in every part of Reynoldsburg.

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The most recent one was in Ward 2. This will continue as long as they can book entertainment and weather cooperates.

Councilmember Baker thanks Service Director Dorman for coming out and meeting the residents and dealing with the flooding issue. It was a good discussion and believes a solution will be had.

Councilmember Pyakurel questions if there is information on when the swimming pool at the YMCA will be available for use. Mayor Begeny explains that as long things with the Department of Health clear, the indoor pool will open July 1 in the mornings and those are typically lap lanes. From 4 PM into the evening will be the outdoor pool opening. The details will be different on this. The YMCA will have details regarding the opening on their website. There will be a reservation system in place. There are a lot of restrictions on pool use and there will be meetings prior to.

President Jenkins speaks about a food truck that was in her neighborhood. Councilmember Bryant states there is a neighborhood pick up schedule for food trucks at the Indian Creek Apartments. The information is on the community Facebook pages each week.

Auditor Cicak states he just received an email from the County Auditor for the portion of money they will receive from the CARES Act will increase to \$1,106,300.00. There is a note that there is additional guidance and he will be studying that tomorrow. President Jenkins thanks him for the update and appreciates the increase from the County.

Council will resume at chambers July 13 and all meetings taking place moving forward will begin at 6:30 PM.

**Executive Session**

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

Councilmember Pyakurel moved to enter into Executive Session. Second by Councilmember Salvati. 7:42pm.

Roll Call: Salvati - Aye; Pyakurel -Aye; Lawson-Rowe - Aye; Cotner - Aye; Baker - Aye; Bryant - Aye; Strickland - Aye

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Councilmember Baker moved to exist Executive Session. Second by Councilmember Pyakurel. 7:59pm.

Roll Call: Salvati - Aye; Pyakurel -Aye; Lawson-Rowe - Aye; Cotner - Aye; Baker - Aye; Bryant - Aye; Strickland - Aye

### Upcoming Meetings

July 2, 2020 Planning Commission  
July 13, 2020 Council 6:30pm  
July 16, 2020 BZBA  
July 27, 2020 Council 6:30pm

### Adjournment

Mollie Prasher  
Mollie Prasher, Clerk of Council

Leanora Jenkins  
Leanora Jenkins, President of Council

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## MINUTES SPECIAL MEETING REYNOLDSBURG CITY COUNCIL July 7, 2020

Council President Leanora Jenkins called the meeting to order at 6:33 PM

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

### Approval of Agenda

The agenda stands as approved

### Community Comments

#### **Robert Barga**

Mr. Mayor, Mr. City Attorney, Mr. City Auditor, Madam President, Members of Council, thank you. My name is Robert M. Barga and I am here tonight in my individual capacity. In January of this year, and last year, and the year before, I sat across the parking lot, and considered the very issues you are considering now. How should a member of the government use their general police powers to better protect the community they serve? What exactly is our job, is it to defend the helpless, to govern the budget, to build roads, to serve as parents? But it's more than what generally is our job, that's a debate between De Tocqueville and Rawles, we actually have to practically govern. So, what is it that our voters chose us for? Just two hours ago I bought the masks my wife and I will need for 1 month, almost 40\$. Did the electors think they were voting for candidates who supported equity? Did they think they were supporting candidates who opposed a strict student dress code, let alone an adult one? Did they think they were supporting candidates who opposed emergency meetings and barely legal notice, or did they want our normal to remain normal? I'm not here to tell you your job, I know my lane. I'm merely asking, do you know yours? Thank you

#### **Dylan Daniels**

My wife and I serve as teachers for Reynoldsburg City Schools and have lived in the district for the last four years. I would like to thank Councilmember Lawson-Rowe for her conversation that inspired me to share this evening. I am uplifted and inspired by the leadership within Reynoldsburg community. Thank you Council for your continued service to the residents and the young people I have the privilege of teaching. I speak to you this evening having the experience of contracting covid-19 virus. On March 15th I was hired to provide audio support for an event in Worthington. I had no idea that following that event by a few days, I would be ill with the same virus that seemed so out of reach when I was

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watching it on the news. I would like to speak a little bit about the day I had been infected. The world around me was in the beginning stage of shutting down and it seemed a little bit unbelievable and crazy. However, I had a job to do and under one arm was Lysol wipes and sanitizer in the other. During the event I sat next to a friend from New Albany. We shared stories and hand sanitizer throughout the day. I felt ill 5 days later and then found out my friend had already been on a ventilator fighting for her life soon after. She had already contracted it and spreading the virus without even knowing. Now I tell you all of this to explain that maybe if we would have worn face coverings and practiced more precaution, I and the five others from that same event would not have had to fight the battle. Still today, I have antibodies, I still continue to wear a mask in public. I do it set an example and to reinforce the medical professionals who have encouraged the guidelines for our safety. I am young with no underlying issues and I survived. My friend survived. However, I wear my mask for the community members who would not survive. I wear my mask for those who are at home caring for their elderly parents or grandparents. I wear my mask for those who are dealing with the disease or other diseases that make them for susceptible to covid-19. Thank you Reynoldsburg leadership for your encouragement to wear our masks to prevent the community spread. I look forward to the great things this leadership team continues to do for its residents. Continue to be great Reynoldsburg. Thank you.

**Franklin Davis**

I have lived in Reynoldsburg for 10, almost 11 years. I am in favor of wearing face masks in public spaces. A review commission by the World Health Organization, organized the results of 44 studies. Which tested more than 25,000 people in 16 countries. The studies examined the effects of social distancing, eye protection as well as face masks. They found that social distancing even 3 feet, there was an 80% difference in transmission rates between those wearing face masks, cloth face coverings then those without. Furthermore, each additional foot of social distancing up to ten feet when paired with face masks resulted in the chances of transmission being half. Using surgical or N95 mask resulted in even better results. Covid has killed 132,000 people in our country. That's more than any way America has participated in other than the Civil War and World War II. We celebrated Memorial Day and Independence Day recently. It seems fitting in the spirit of those holidays for us to take a stand to the common enemy that is killing our country. Whether one believes in the science or not, if there is anything we may be able to do to change the tide, even if it's just a chance, it's our duty to do so now. As much as anyone had a duty to support our countries cause is 1776 or 1940. Paraphrasing JFK, in times like this, it's imperative that we ask not just what

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can our country do for us but what will we do for our country. Wearing a face mask truly seems to be the least that we can do.

**Charles Meyers**

I am here today to speak on the ordinance to mandate face mask coverings to be used in Reynoldsburg. I know you all are stuck between a rock and a hard place but I ask you do your best to tune out the noise and listen. It is easy to assume that those not agreeing with the mask policies are irrational, crazy talk or conspiracy theorist. When the government authority begins to mandate something, it is our duties as Americans to question all decisions. Every elected official are humans and humans can make mistakes and lost in the corruption throughout the process. Daily reporting of covid numbers, hospitalizations, deaths are and have been reported inaccurately. They have knowingly been using projected models that were proven early on in this pandemic to be more way off base than its predictions. We are reporting cumulative numbers which cause people to fear more than anything. When we look at the numbers directly for the CDC files you can clearly see that we not only peaked in late March but have been in a huge decline ever since. The virus has been here since 2019, November of 2019. And even when we were doing nothing before March, our hospitals were never at full capacity. We are seeing an increase of positive cases because we are also increasing the number of test being given. Why increase testing taking place. We have pop up centers throughout the community and the state, encouraging anyone to come get tested. We have known from the beginning that a lot of people have had this virus. Deferred care from the stay at home orders are now being taken. People are going to the hospitals and getting the care they lacked before. We have hospital surgeries that require the patient to be tested even if they have no symptoms. If positive that could mean they have an active virus, false positive, antibodies of the virus or other strains which would lead to a positive reading. We are hearing younger ages are showing up and being tested when previously we were only testing the elderly and at risk. People are going to sport camps which require testing. Nurses are coming back to work. General surgeries, those are all requiring them to be tested. The only way to truly know about this virus is to follow through with the virus. We are seeing our hospitals and death count continues to get smaller, lets continue this process and build up our herd immunity within our communities. The governor's press secretary even said the numbers for hospitalization is all up to each individual hospital system. No universal way to collect the hospitalization numbers. You ask what does that mean. A lady comes in to give birth, she test positive, she is now listed as covid-19, even though she would have been at the hospital anyway to give birth. This allows our numbers to be inflated. Each hospital is given between \$11,000 - \$15,000, reported, for each patient they mark covid-19. Hospitals across our state are losing money and they need money. Anytime they can list someone at covid-19,

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it's there. Deaths are down. There is no difference in the data between dying from covid or dying with covid. 51 counties have less than 10 deaths. Yesterday all 7 counties combined that are at the level 3, had 15 hospitalizations and 0 deaths. Consider all this information before a decision is made in the City and I hope maybe we can do this conversation in person verses virtual.

**Melody Colbert**

I have lived in Reynoldsburg nearly 18 years. I am here tonight to voice that I am in favor of having face covering policy within the city of Reynoldsburg. We only have a few actions we can take as individuals to slow the spread of coronavirus, which causes the devastating disease of covid-19. Wearing a mask is incredibly important. The figures from Franklin County public health are alarming, show our zip code 43068 as having the most cases of Covid-19 in the county. We saw an increase from 391 cases to 431 cases in just the past two days in our zip code. So how many more people in the community are carrying the virus and inadvertently passing it on. Our livelihood, businesses and teachers, school teachers, children and elderly immune compromised residents are counting on us to stop the spread of this virus. This impacts us all. We want to keep our businesses open, we want to continue to working or finding a new job. We want to attend school in person, receive visitors while in the hospital or nursing home. We want to keep our medical appointments without risk of contracting this virus. I view wearing a mask as a way to protect and show respect for those around me. Caring for one another is the hallmark of our Reynoldsburg community and one that I have always loved about our residents. I believe that we will step up to this challenge. We're known as the City of Respect and together we can reverse the alarming trend and stop the spread of coronavirus within our City and our county, state and country. Special note, I am concerned for residents who are people of color. Reluctance to wear a mask for fear of injustice or racially motivated violence would certainly be understandable. And a concern for some which may hit closer to home than coronavirus right now. So I respectfully request that action be taken by the Council to educate the community on why these concerns may exist and to increase awareness so that we can all feel safe in participating in covering our faces. Many conversations I have had with young people in our community have led me to feel that I need to speak out about this. The state has a resource. The Minority Health Strike Force Education and Outreach Support. Which if you have not seen, I am going to send a link to the Clerk just so you have it. It may be able to provide more guidance on this topic and may be of assistance. I appreciate your hard work and leadership during this pandemic, I know it's not an easy thing. You're between a rock and a whole lot of hard places. I thank you for your time and attention to this matter and to me.

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**Dave Mirth**

I support an ordinance requiring the wearing of masks in retail businesses. There are two key reasons that I support such an ordinance. The first is based upon science: Masks have proven to be the single best method to stop the spread of COVID 19, and to enable a society to return to normalcy, promoting economic growth and recreational activities. The best example of this science is the experience of South Korea. South Korea has a population of over 50 million, which is 4 times greater than Ohio's population. Yet they have had only 285 deaths due to COVID 19, versus over 2900 in Ohio. Ohio has experienced 10 times the number of deaths, with one fourth of the population. The simple reason: South Korea mandated the wearing of masks from the beginning of this pandemic. And the result is that they never shut down their economy, their sports teams are back in action, and their new cases have averaged less than 50 per day for months now. The second reason is personal rights. Some say that it is their right to not wear a mask. I agree with this when they are home, or outside and socially distanced from others. But this is not a right when they are exposing others to potential disease.

There is an old saying about personal rights: "Your right to swing your fist ends where my nose begins." For the current situation, I would modify this to: "Your right to not wear a mask ends where my breathing space begins." When someone does not wear a mask while around others in a retail business, it is **they** who are violating **our** rights to breathe clean air. I support this ordinance, conceptually it's no different than banning smoking in an indoor area. Thank you.

**John Hagg**

We have lived in Reynoldsburg for more than 20 years. The two proclamations on Juneteenth and PRIDE month moved me to tears. Knowing the history of this town and having had to drive to DC to get married when Sean and I did in 2013. The diversity on that screen and what you did just move me incredibly and I thank you so much for that leadership. I am a lifelong democrat but I didn't miss a chance to praise DeWine for what he did in the early weeks of this pandemic. But when he backed down on a mandatory mask ordinance I was incredibly disappointed and thought it was a mistake. I understand the inclination to want to give people freedom, it's what our country is founded on, to make their own decisions, but we tried it and it failed. I understand the comments about numbers being worked somehow. Since this ordinance was written with 136,000 people dead, there will soon be 10,000 more Americans dead than when this ordinance was written. There is nothing inflated about those numbers. Every one of those people has a family, a father, a mother, a brother. That number isn't inflated for them. I just wanted to say I strong support this and I associate myself with

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the science of South Korea. It's self-evident that we have failed. That we have not had leadership and I appreciate your leadership. I just want to say when I debated online or elsewhere about this, the people that most advocate for freedom and who most fear tyranny are the same people that demanded that Sean and I have to drive to Washington DC to get married after being together for 15 years. They are the same people that thought it was ok for a bakery to deny us being their customer to bake a cake for us. I think there is an incredible amount of hypocrisy and I appreciate my city for taking a lead on this issue, I hope that you will pass it and strongly support it once passed. If it turns out that half the people in the grocery store have asthma, I think that we will have to revisit this. I understand the freedom to allow people not to have to prove that they have a medical issue but if it turn out that everyone in the city has COPD or asthma, I hope you will take a second look at that provision. Thank you everyone for listening to me and special thank you to Clerk Prasher.

### **Tamra Alexander**

I am a family nurse practitioner in Columbus Ohio. I have lived in Reynoldsburg for six years. I have had the honor of meeting many of the Council members as well as the Mayor and know that they work very hard each day and thank you for all that you do. I support mandating wearing masks in public. As we all have heard, the numbers are continuing to increase, especially in our zip code. It is very important that we start to consider, or continue to consider those that cannot protect themselves. Any of the people that are not protected are those that could be a member of our family or a friend that lives close to us or that we walk by every day. I will keep this simple, please continue to understand that wearing a face mask helps decrease the likelihood of covid-19 or at least slowing the spread of covid-19. We must also continue to practice social distancing as well as continuing to practice good hygiene habits. It's going to be important to continue practicing all of the habits that have been reinforced by our local government. With this I ask that you continue to consider mandating mask wearing in our City. Thank you.

### **Janelle Layton**

My name is Janelle Layton. I am 51 years young and I have been a resident of Reynoldsburg my entire life. You have before you this evening a very important decision regarding mandatory mask-wearing, and it's a decision that should be grounded in data, science and facts.

The data tells us that countries like Canada, Japan and Taiwan, who require mandatory mask-wearing, are the country's leading the world in reducing the spread of the COVID-19 virus.

The facts tell us that these countries have leaders who lead from the top by example; they encourage mask-wearing and wear masks themselves in public. They also have bi-partisan

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agreement on mask-wearing, making the safety of their citizens the priority. And while we may not have that example here in the United States, and the effect is trickling all the way down to our small city, we do have the opportunity to lead by example in our corner of the world and require mask-wearing for the safety of our citizens. The science tells us that wearing masks significantly reduces the spread of the virus in the form of blocking respiratory droplets expelled into the air when we breathe, talk, cough or sneeze. There are the very basic outlines of what the data, science and facts tell us. I do not envy the position all of you are in this evening in having to make this decision, as there are many who are not in favor of mandated mask-wearing, but please do not be deterred from doing what the data, science and facts tell us we should be doing, and please do not be deterred from doing what is right for the citizens of Reynoldsburg.

**Eric Rodgers**

I am long term resident of Reynoldsburg, Ohio having lived here for nearly 18 years and raising two children in the Reynoldsburg City school system, I am also an attorney at law and have practiced throughout the state of Ohio and other states as well. With that said, I would like to say that this is really kind of common sense regulation. I am fully in support of the ordinance with the requirement for citizens to wear masks. However, I would like to see our leadership do this in a way that is practical and do this is a way that will show the safety of all residents, including residents that may just be passing through the City of Reynoldsburg. As you know the devil often lies in the details. I had an opportunity to read the most recent version of the ordinance and I am concerned about section 1. A3. Which makes a requirement for vehicles for hire to require the passengers and the drivers to wear mask. That vehicle for hire can also be a personal vehicle. That personal vehicle could sometimes be a lift or an Uber. My concern that is if we are going to enforce these things, we really don't have a way of knowing what is a personal vehicle being used for hire. So in other words, I would not like to see the mask become the new broken tail light, the new non-working turn indicator, which would be the impotence for a traffic stop that would otherwise be unwarranted. What I would like to see is for us to put something in there that would require or be a primary citation before a traffic stop could occur and be the primary reason simply for a passenger or driver not wearing a mask. I know that our law enforcement has a very tough job. They have to do their job and I am completely in support of them doing their job but we also don't want to open the Pandora 's Box. Nor do we want to open up or invite the opportunity for abuses to be had when they could otherwise be taken care of with just a little careful drafting of the ordinance. I know I am running out of time but also like to point out that there seems to be a conflict down in section 3L, there was a reference back to section 1c on the draft that i looked at 1c does not exist. I think that the writers of the ordinance

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probably meant to refer back to 1a3, which was the section I just looked at. If I don't have the most recent version that I am looking at, I do apologize, I am not nit picking but I do think that we should take the time to walk through the ordinance. Look at those types of details and concerns and ensure that we are making a moving forward in practical safe way for our community and those that might be passing through the City of Reynoldsburg. (Clerk Prasher explain that this was a clerical error and has been resolved, numbers 2,3 and 4 should have been B,C, and D.)

**Kristina Balevska**

I am not one to make a written speech as you all heard with the speakers before me. With statistics and science and all that. I am a direct frontline worker and I am a healthcare provider. With this ordinance that you are putting into effect, if it does pass, is one of the best decisions that our city could make. I have seen patients that have been covid positive. I have been there taking care of these patients and for me to not have a mask in place for our City, that tells me that the virus can easily spread. I could easily be on my clothing, not in my breathing but on my clothing. It could spread to other places. I do where a mask for 12 to 16 hours because of the work I do at the hospital. I give this analogy every day to anyone who wants to put up the fight of why we should wear the mask. Take a bottle of glitter, I am sure everyone has experienced working with glitter. Take that bottle and throw it up in the air and 2, 3 weeks, 4, 5 years later, it's still going to spread. And I give that analogy every day. That's how covid is, we don't know if I have it, you have it, we don't know. In order to protect ourselves, the face covering should help and it does help. I have seen it, within my line of profession I have to wear two masks. To gown myself from head to toe to prevent any kind of spread from my end to anyone else's end. Yes, hospitals do test patients but not just for the patient's safety, it's for the safety for my coworkers who are taking care of these patients. People don't understand that, you walk into the hospital every single day we get checked without temperatures, if it's above a certain number we are not allowed to work because that is a risk of being exposed. It is something that we take into effect. I see visitors come in all the time and they are arguing with staff and security and doctors that they cannot see their loved ones but down the line it's for their own safety and benefit. I really do hope, and I know this is a big thing to consider or any easy thing to do. Put yourself in my line of work and if you're in that direct contact, you never know, the people around you could easily contact the virus. Thank you for taking the time to listen to what I have to say, truthfully I stand with you regardless of the outcome. I know all of you will make the best decision for our community like you have in the past. Let's fight this virus together and let's stop the spread of the infection.

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**Jennie McAdams**  
Sustainability Supervisor  
Franklin County Public Health

Dear Townships, Villages and Cities of Franklin County:

Franklin County Public Health (FCPH) wanted to ensure we shared new guidance provided by the state as well as resources for your communities.

**Public Health Advisory Alert System**

As Governor DeWine shared today at his press conference, the state has a newly developed, color-coded advisory level system. This system includes four levels of risk: yellow, orange, red and purple. Each county has their risk level determined by an accumulation of seven factors or indicators which include: new cases per capita, sustained increase in new cases, proportion of cases not congregate cases, sustained increase in ER visits, sustained increase in outpatient visits, sustained increase in new COVID-19 hospital admissions and ICU bed occupancy. Franklin County, along with four other counties, are in the red category. More information about the Red, level 3, risk level is below and on the state's website.

Red (Level 3): 4-5 Indicators

Public Emergency

Very high exposure and spread.

Limit activities as much as possible. Follow all current health orders

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home>

**Requiring Face Coverings**

As noted in the information above, Franklin County is experiencing active transmission of COVID-19 and we need to utilize every tool we have to slow the spread. One of those tools is to require face coverings in our community. The Franklin County Board of Health passed a resolution Monday evening, committing to uphold the CDC recommendations regarding face coverings and offer our support of any ordinances or executive orders that your jurisdictions may decide to pass requiring residents use face coverings. Just a few moments ago, the Franklin County Board of Commissioners passed a similar resolution encouraging the same. FCPH is exploring its legal authorities to require face coverings in our health jurisdiction as well.

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Please find the Resolutions below:

<https://covid-19.myfcph.org/wp-content/uploads/2020/07/088-Resolution-to-Uphold-CDC-Recommendations-Regarding-Face-Coverings.pdf>

<https://commissioners.franklincountyohio.gov/>

### 4<sup>th</sup> of July

Finally, as we approach the upcoming holiday, we want to remind you to please continue to check our COVID webpage for up to date information, guidance and shareable resources. On our website you will also find a statement released by FCPH on the safe celebration of the 4th of July holiday in response to COVID-19 as well as general safety tips.

<https://covid-19.myfcph.org/updates/july4th/>

<https://myfcph.org/fireworks-safety/>

As always, please do not hesitate to reach out to us with any questions or concerns you may have at any time. Thank you for your continued support and tremendous work ensuring the safety and health of our residents during this unprecedented time. Stay well and have a happy and safe holiday weekend.

### Scott Chamberlain

Dear Ms. Lawson-Rowe,

I am writing to urge you and the Reynoldsburg City Council to require citizens and visitors to wear masks while in public places. It's time to follow the lead of Columbus and communities such as Bexley in taking all reasonable measures to prevent the spread of Covid-19.

My family moved to Reynoldsburg in 1968 and my late father served as school board president in '80's. I've seen the evolution of our suburb and I'm more proud today to be a part of Reynoldsburg's diversity and call it my home. Let's keep Reynoldsburg moving forward by setting the example nationwide of an accepting, inclusive, and safe place to live and work. Thank you for your consideration.

### Betsy Decillis

I have grave concerns about Gov. DeWine's decision to leave mask mandates up to local governments, so I decided to look into what Reynoldsburg is planning to do on this front. I

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was shocked to find out that since this kind of decision is handled by city council, it would wait until the next council meeting on July 13. I would like to implore you to do something about this sooner.

Based on the data, one of the three counties Reynoldsburg is in is on the verge of being purple. That signals an out of control virus that could devastate our economy even further. As a business owner in the area, I have experienced that devastation first hand, and if we are shut down again, I can assure you that we will lose many more local businesses. A simple mask has the possibility of keeping our economy going and keeping Reynoldsburg stronger with more thriving local businesses.

And then on a personal front, I have unfortunately had to choose to mostly self-quarantine due to a medical issue. When I go to grocery stores, the majority of people are not wearing masks and some of those people choose to harass and follow those that do choose to wear a mask. This is not a game. Their decision to get within 6 feet of me without a mask is akin to assault since it could put me back months on treatment should I catch COVID-19. A mask mandate would allow people like me to have greater range of motion around our city, as well as keeping the citizens of our city safe from illness and harassment. It's asking so little and unfortunately, people in our area are showing that it does have to be mandated.

Once again, this is an emergency situation. Waiting until July 13 will only increase the load on our hospitals and do further damage to our economy. Please do not wait. Please take action as soon as humanly possible.

Thank you for your time.

### **Sue Miller**

First, thank you so much for all the updates on Facebook you have always provided. I feel so much better Informed than ever before...that's why we voted for you! I had sent you a message via Facebook earlier today. Just wanted to give you more information. My husband and I are both senior citizens and active in the Reynoldsburg Senior Center. We had volunteered there a lot. It's so sad so many senior citizens have had to stay home so much.... and it doesn't look like it will get better anytime soon. If we have to drop out of society for year... so be it, but people could at least help by wearing a mask. I've heard horrible stories about people getting the virus, both young and old. Our son works for one of the local fire departments so that's why we feel so strongly about it. If everyone could only understand how extremely contagious this is . Our 4 grandkids will be returning to school soon, if breaks my heart that any child might get this virus. Also cat tails at Carlyle and Main need cut back before someone gets in a bad accident there. I contacted the city A few days ago but they have not been cut down.

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**Carolyn Asar**

Mayor Begeny doesn't have the authority to order mask wearing during the Covid-19 crisis, but you and your fellow councilmen do. Please expedite an order to this effect. I was so pleased to find that nearly everyone at Meijer on Broad was masked today as per Mayor Ginther's order. But that Meijer is in Reynoldsburg and I'm afraid there are still some hold-outs who will wear a mask only if so ordered. I hope this can happen sooner rather than later.

Thanks for your kind consideration,

**Nancy Stark**

I feel strongly that our Council needs to meet immediately and vote to make masks mandatory effective now. With schools probably starting next month we need to protect our citizens and keep this virus from spreading in our community. Let's join other communities who are already requiring masks in public.

**DeAnna Bray  
Cheri Grayson  
Taylor Camp  
Angela Briley**

Dear Council Member Cotner, I am writing to urge you to do your part to make sure that mask-wearing is voluntary, not mandatory in our communities. Many jurisdictions are basing their face mask policies on guidance from the Centers for Disease Control and Prevention (CDC). The CDC has flip-flopped its position on face coverings several times since March but is now recommending that everyone wear a mask in public. This recommendation is not supported by strong empirical evidence. Though there is science to support mask-wearing, there's also a preponderance of science showing that masks can cause considerable harm and are ineffective in preventing the spread of coronavirus. There is also no science supporting the use of masks by healthy individuals. So emergency orders that are being issued to help protect public health are actually hurting individuals' physical and emotional wellbeing - and violating their basic human rights, constitutional rights and religious rights. Evidence that masks reduce the transmission of viral respiratory infections within community settings is equivocal at best. A recent meta-analysis ([bit.ly/2VHaubd](https://bit.ly/2VHaubd)) that included nearly a dozen randomized, controlled trials and 10 observational studies found that there was no clear clinical or laboratory-confirmed evidence that masks prevent infection. Even the U.S. Surgeon General has noted that masks "are not effective in preventing the general public

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from catching the coronavirus.” ([Bit.ly/31Dgdm5](https://bit.ly/31Dgdm5)) In terms of harm, studies show that wearing a face covering reduces blood and tissue oxygenation - which can be deadly - while increasing carbon dioxide levels. The use of masks can also increase the risk of infection and the spread of viral illness (particularly cloth masks), hinder detoxification that occurs through exhalation, impair the immune system, and cause a wide range other physical and psychological issues. ([bit.ly/31Epv1e](https://bit.ly/31Epv1e)). Moreover, some masks have been found to contain known carcinogens, which put people at risk from inhaling toxic chemicals and having them come into contact with their skin. There is no science to support the use of masks by healthy individuals, and the World Health Organization backed this up when it said, “WHO stands by recommendations to not wear masks if you are not sick or caring for someone who is sick.” Forcing healthy individuals to wear face coverings is a completely unnecessary intervention that dehumanizes their interactions with others. More important, it eliminates their right to make informed decisions about what risks and precautions they are willing to take. It is unethical and unconstitutional to subject healthy, law-abiding citizens to measures that can result in physical and emotional harm and that impinge on their ability to move freely throughout society. For those with deeply held religious beliefs, mask mandates violate their ability to abide by natural law and follow their convictions to walk in faith, not fear. As such, the decision to wear a mask is a highly personal one and should not be universally mandated; measures that are meant to protect the community as a whole are not effective if they hurt individuals in that community. Mandatory medicine and mandated interventions such as social distancing and mask-wearing have no place in a free society; citizens want to maintain the right to make responsible decisions about what is best for themselves and their children based on their own unique circumstances. I urge you to do the right thing, stand for choice and protect all individuals by encouraging - not mandating - the use of face masks in the community. This policy can be bolstered by asking at-risk populations and those who are sick to self-quarantine, with society taking the best care of them possible. Thank you for your continued leadership during these unprecedented times and for upholding the health and the rights of your constituents.

### **Barbara Shannon**

Please include Reynoldsburg in the growing number of Ohio cities mandating masks. It's the right thing to do plus all those anti-mask nuts from Columbus will be coming to Reynoldsburg if you don't

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### **Karen Jackson**

Please vote to protect Reynoldsburg residents from the stupidity of their fellow citizens. My husband and I have lived in Reynoldsburg for 30 years and we see large numbers of people entering stores and restaurants without masks. Their irresponsible behavior is keeping us from leaving our yard. Our consumer spending is going out of the community to internet businesses. We are trapped by the lack of respect and selfishness of so many local people and I'm sure we're not the only people who share this frustration.

Thank you

### **Vicki Vorhees**

Hello. My name is vicki vorhees and I live on Campanula Ct in Reynoldsburg. I would like for Reynoldsburg to require wearing masks in public. I realize there is a lot of controversy on this subject but the medical experts say we would be safer if we did, so let's listen to them, for everyone's sake. And it needs to be enforced with penalties for noncompliance. That's no different from seatbelts, except seatbelts do less to protect others than masks do.

Please do this as quickly as possible. Thank you.

### **William Crawford**

Good Morning,

I have been citizen of Reynoldsburg now for over 20yrs and lived in the wonderful state of Ohio my entire 44 yrs. I have been completely embarrassed by the handling of Covid19 by the government. The shutting down of business, schools, and parks and the exploration of free to keep people home. I am a strong believer in personal responsibility and rights. If some person chooses to wear a face mask that is great and should be their choice, just as I believe it should be mine to not one. I would like to encourage you to NOT follow the lead of Columbus, Dayton, Bexley, and Cleveland by mandating mask. I firmly believe this will hurt our local business. The people are afraid to go out to dinner will not go just because of the mask, and those like me are less likely to go out because I don't want to be FORCED to wear a mask. I ask for your common sense to lead you in this issue.

Thank you

### **Tamra Graver**

Good Morning,

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I am writing to you as a concerned citizen of Reynoldsburg. It has come to my attention that you all are considering a mask order. I would like to know what data you plan to predicate your decision upon. The state has not made the Reynoldsburg data available to us, on the website. The best we can do is look at the zip codes, which are arbitrary at best

**Fact 1: There is not a pandemic - The CDC has downgraded this virus to an epidemic, and it is about to lose even that status: <<https://www.cdc.gov/coronavirus/2019-ncov/covid-data/covidview/index.html>>**

Mortality <<https://www.cdc.gov/coronavirus/2019-ncov/covid-data/covidview/index.html>>

Based on death certificate data, the percentage of deaths attributed to pneumonia, influenza or COVID-19 (PIC) decreased from 9.0% during week 25 to 5.9% during week 26, representing the tenth week of a declining percentage of deaths due to PIC. The percentage is currently at the epidemic threshold but will likely change as more death certificates are processed, particularly for recent weeks.

**Fact 2: During the early part of the "pandemic" testing was only available for the sickest of the sick. In fact, people were told not to get tested if they were not symptomatic. Our testing in Ohio has ramped up over the last few months. Therefore, so have our cases from people who show no symptoms. If testing was widely available at the beginning then you would see cases spread across the graph instead of just showing up recently.**

<<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/dashboards/key-metrics/testing>>

**Fact 3: Definitions of "cases" and "hospitalizations" have changed**

**The definitions of cases and hospitalizations**

Definition of a case has changed from someone that tested positive via a test because only "sick people" were to be tested at first, to include presumed (not tested) cases. One would use logic to think that if this epidemic were anywhere as deadly as what we were lead to believe it was then these numbers would make a difference, also we would not be counting "Presumed" Deaths.

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Scenario 1: I go riding my bike, and I get hit by a car. They take me to the hospital: They test me for Covid prior to treatment. I come back as Covid positive: Then I am counted as a Covid positive hospitalization. even though I clearly was not admitted because I was sick. Then, I am tested until I have 2 consecutive NEGATIVE tests that could be 10 times. In this case, I am also counted as a Covid positive case 10 times. These tests are not linked, in any way shape or form. So one person could/will account for multiple tests.

Scenario 2: I go to the hospital because I had a heart attack. I die before I make it to the emergency room. During my autopsy, It is discovered that I have Covid or Covid antibodies. I am automatically counted as a Covid death, when my primary cause of death was really pulmonary embolism.

Both of these scenarios are used to skew the data, and I don't know why. I have been watching the data for quite some time and if you look at it closely, you will see hospitals are not overwhelmed.

**The State of Ohio has identified a case as early as November of 2019. That means Covid was a thing in OH, and it went on unmitigated for 5 months before everything was closed, and even then by taking no action the following things happened 1. we lived, we had fun, and we socialized with our friends. We lived normally.**

**The best measurements that you can watch at this time to determine the impact of this virus are 1. Hospital utilization - Generally, hospitals run at around 80 - 90 percent capacity based on general procedures, elective surgeries and seasonal injuries. 2. The number of people that have died. If this were truly a pandemic, or even an epidemic at this point there would be a lot of people dying, hospitals would be backed up, and there wouldn't be enough emergency personnel to handle the load.**

According, to the OH website, if you download the .CSV file you will see the following information you will see that we have had a total of **6 deaths** even with the expanded definition of death in OH, so far in July, and all of them have been 80+. If you parse and graph out all of the data you will find that our death rate since March has gone down consistently over a period of months. Masking will only encourage healthy people to become sick, and weaken our ability to fight disease in the future. While people dying is bad, it is not a "pandemic" people are not dying in droves. They are not dying on the streets and hospitals are not overwhelmed. So, making a decision to support masking in this case would not be wise. I am all for people having the ability to do it if they feel they need to, but forcing the

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issue when there is no science/data behind it is not right. It then becomes about virtue signaling, and not public health.

**Also, on a personal note: I have a hearing difficulty and I read lips, the use of masks up to this point at places of business, have made me feel disabled because I can't make out what people are saying.** I went to our Kroger on Taylor Road the other day to get groceries for my family and a lady yelled at me in the aisle because I accidentally hit her cart on the way down the aisle, I apologized. Then she came up to me and started yelling at me, and I had no idea why...once she took off her mask to talk to me, I was able to understand. I apologized again, she called me stupid, ignorant, a terrible human, just because I accidentally hit her cart. Come on, this kind thing has to stop. People have to know this is not OK. By leaving no room for people to make their own decisions, this kind of behavior will continue, and who knows where it stops

|          |        |     |         |        |   |
|----------|--------|-----|---------|--------|---|
| Allen    | Female | 80+ | 4/18/20 | 7/2/20 | 1 |
|          |        |     | 0       |        |   |
| Allen    | Female | 80+ | 6/11/20 | 7/5/20 | 1 |
|          |        |     | 0       |        |   |
| Franklin | Female | 80+ | 6/24/20 | 7/3/20 |   |
|          |        |     | 0       |        |   |
| Franklin | Female | 80+ | 6/25/20 | 7/1/20 |   |
|          |        |     | 0       |        |   |
| Franklin | Male   | 80+ | 6/23/20 | 7/1/20 |   |
|          |        |     | 0       |        |   |
| Trumbull | Female | 80+ | 6/19/20 | 7/2/20 |   |
|          |        |     | 0       |        |   |

Now to the most important reason masks should not be implemented/mandated in Reynoldsburg. People should have the right to choose how to protect themselves. If you have specific data around Reynoldsburg, that is not currently available on the OH website. I would love to see it. That way I can further inform myself, and protect my family. I urge this to be a data driven decision rather than a political one.

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Thank you.

### **Sue Williamson**

Hi Mayor Begeny;

I met you several months ago at a city council meeting. I was the one talking about the “Plalking the Burg” Facebook page where we work to clean up litter around the city.

Anyway, I wanted to ask that you please mandate masks in the city. I have been writing Governor DeWine for months and calling the ODH to express this need, but I have never received a response of any kind. It is so crucial to mandate this and fine people who don’t - at least at this point in time. We are in the middle of a global pandemic that last killed over 126,000 Americans. This is no joke and no time to cave to people who won’t wear masks because they feel “offended” like DeWine stated. These people who don’t wear masks are awful and hateful. It’s unbelievable. I try too hard to protect myself and my family, and then others who just don’t care can potentially infect us. What does wearing a mask hurt? It is not an infringement on one’s civil rights and it is not a health hazard. Would those people want their surgeon to not wear a mask?? Anyway, we have tried not mandating it, and look where we are. Can we try now to mandate it, and fine people so they take it seriously? It’s time. It’s time to stand up and ensure people do the right thing.

Can you please get on board? :) can we try to turn things around?

Thank you for your time! I appreciate it. I do hope to hear from you.

### **Georgia Morgan**

I have lived in the Far East area of Columbus since moving here from New York in 1981 and have always done a good deal of my shopping in the Reynoldsburg area. On Friday, July 3, I went to the Target store on 256 in Reynoldsburg and was surprised to see a number of people not wearing masks. I asked a Target employee why people weren’t wearing masks. She informed me that the city of Columbus required that masks were mandatory in public places on 7/3, but that Reynoldsburg had not adopted this policy yet. I immediately left.

I am asking the city of Reynoldsburg to adopt the mandatory mask policy in public places as soon as legally possible. Myself, and a number of my friends have made the decision to no longer shop in Reynoldsburg until this policy is adopted. As COVID cases increase daily in Ohio, it is imperative that mask wearing is substantially

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increased.  
Thank you

### **Lisa Dummar**

Please protect individual's rights and ability to make their own health decisions. The science behind masking is inclusive and in fact shows more negative effects than positive. Therefore, each individual citizen needs to determine what is best for themselves and family. Do not mandate masking. Death rates are lower than the Flu. Thank you.

### **Carol McGlone**

I have been a resident of Reynoldsburg since 1997 and am totally supportive of the above proposal except for a person who has a valid medical condition which is negatively impacted by wearing a face mask or for a person who has a neurodevelopmental disorder such as autism and who just cannot tolerate a face mask.

I was going to contact the Mayor's office independently today about what Reynoldsburg leadership was contemplating doing but was unable to do so. I am so relieved to see the news article posted on-line tonight about tomorrow's meeting.

Wearing a mask is common sense and a civic duty in my opinion during this particular pandemic due to how this virus spreads.

### **Amanda Myers**

Ms Prasher

Below are the questions I have for City Council to answer regarding the possible Mask Mandate:

Why now? Our daily hospitalization and death count continue to fall. How many hospitalizations and death has 43068 had? The CDC says the following and I think the Key word is MAY. What evidence are we using to make this decision? "A cloth face covering may not protect the wearer, but it may keep the wearer from spreading the virus to others."

I noticed we have one of the highest rates in Franklin County based on the data being provided. Have we had more testing compared to other parts of the county? Are we still one of the most populated suburbs in Columbus?

Who will enforce this mandate?

Will this put more burden on our businesses to have to enforce another restriction or just cause many to shop out of our city?

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Will religious organizations be exempt?

Protest exemptions?

Why the exemption for schools? Why they are able to make their own decision but local businesses are being forced to follow the order?

Why not set an end date and re-examine the status of our city vs. waiting for the state to lift orders?

Thank you

### **Lisa Freeman-Williamson**

#### TOP TEN REASONS REYNOLDSBURG CITY COUNCIL SHOULD PASS LEGISLATION TO MANDATE MASK WEARING IN PUBLIC

1. COVID -19 is the worst global health crisis in generations a Federal Disaster Declaration was made on March 13, 2020.
2. Masks are apolitical. Science instructs us that mask wearing protects ourselves, our families and our communities.
3. The experts implore us to wear masks as another surge could overwhelm the capacity of our healthcare system.
4. Mask wearing is one of the common sense approaches urged by public health experts, frontline essential medical workers, hospital and health system leaders and researchers.
5. The statistics on this pandemic are onerous-

| 6. AREA | CASES     | HOSPITALIZATION<br>S | DEATH<br>S |
|---------|-----------|----------------------|------------|
| US      | 2,886,267 | 129,811              | 129,811    |
| OH      | 57956     | 8,249                | 2,927      |

Of all the zip codes under Franklin County Public Health's purview 43068 has the highest concentration of cases.

### **Brian Turney**

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Good evening. I am writing to ask that you and the city council do not institute mandatory mask requirements. There is plenty of evidence against the use of face coverings and the negative effects on our health. COVID-19 is not nearly as deadly as we have been told. John Ioannidis, co-director of Stanford's Meta-Research Innovation Center has spoken out about the misleading data used to justify our government's response. None of my neighbors approve of a mask mandate and neither do I. Please do not institute a mask requirement. Let people and business choose how they respond to COVID. Side with liberty. Thank you for your time and your service to our city. Respectfully.

**Pat Dodge**

Thanks for considering this ordinance. I fully support requiring masks.

**Dale Thorpe**

I live in Reynoldsburg and would like to see masks made mandatory in our city. The use of masks in stores has consistently dropped over the past few weeks. Please take the socially responsible step and make masks mandatory.

**Glenda Scott**

I totally agree with this . Please do this so that we will not put everyone at risk from spreading or getting the virus.

**Abby Bowman**

As a concerned constituent, I am writing to you on behalf of myself, my family, and my community to encourage you to refrain from enacting a mandatory face mask order in the city of Reynoldsburg.

The reasons are numerous, but I will focus on just a few. The emergency statute is long past, therefore no mandates regarding COVID can legally be enforced. This would merely be an inappropriate flex of power from our local government, and even if a law was properly passed, this is outside the role of government.

We have elected you to hold the line between us and the infringement of our right to make medical choices for ourselves. The right to life.

To force a medical practice that has just as much evidence that it is harmful (or at least not helpful) is wrong and unconstitutional. The citizens of our city must be able to choose for themselves how they will handle health issue, and it is ethically wrong to require businesses to do what you the government should not do. That becomes a form of blackmail.

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Yesterday I went to the gym for the first time after Columbus mandated masks and was told that my gym is following that mandate even though they are in Reynoldsburg. Exercising with a mask is not safe or healthy for me. I will not be returning to that gym. Many others that I know will do likewise. Mandating masks can potentially hurt the businesses in our city. You have before you the opportunity to ensure that our city holds fast to the principles of freedom upon which our country was founded. To attempt to enforce mandates that insist that a healthy person is a walking weapon is not in keeping with those principles. We are not weapons, we are humans - and we deserve to make these decisions for ourselves. Please keep our government from interfering in our lives this way.  
Thank you for your thoughtful consideration.

**James Keller**

Hello City Counsel,  
let me start by saying I am FOR requiring facial coverings in the city of Reynoldsburg.  
I am James Keller and my wife is Christa Keller.  
We have been Reynoldsburg residents for 24 years. We live in the Taylor Road subdivision. Licking County. Ward 2 I feel we should require the use of face coverings when we cannot do the standard social distancing, when we're indoors, when we're in business, & retail stores, to maintain what the CDC's guidelines say is appropriate behavior to curtail the Corona virus.  
The reason I'm reaching out to City Council is because we're in "No Man's Land" here in Licking County.  
Franklin County and at the time of this writing 5 suburbs in and around Columbus have already adopted these guidelines.  
Reynoldsburg encompasses 3 counties. Licking and Fairfield are considered rural Counties and I don't look for them to comply with the rules.  
And I Don't look for them to follow suit.  
So unless Governor DeWine steps up and makes all of Ohio, follow the face covering rules. We in Licking Co. / Fairfield Co. will be left out.  
The Corona Virus has shown us that you have to be proactive with this pandemic. If you Wait, it will be too late. Ohio has done pretty good so far, but, we are seeing rises in our own state too. Franklin Co has the largest number of cases in Ohio. We are a 1/2 mile east of the Franklin Co. Line. So No, I don't feel safe.  
If Gov. DeWine doesn't act, Reynoldsburg City Council is our last option for help.  
My wife works at the Kroger store on Taylor and Main, Licking Co. where mask are encouraged, but Not mandatory.

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Kroger makes employees wear masks to protect the customers, who protects the employees and the other shoppers?

Council is in the unique position of different rules for different areas of our city.

Franklin Co. Required masks. Licking and Fairfield No rules set in place.

I hope the Reynoldsburg City Council steps up and protects its Licking Co and Fairfield Co residents. Please make this a rule in the city of Reynoldsburg, so All residents are treated equally.

This could have a negative response from some misinformed residents, but I feel it will subside in time, as people become accustomed to wearing face coverings, And seeing others comply with the basic standards.

We should Apply these requirements when you're indoors and when you can't abide with the CDC's Guidelines of social distancing.

I feel this is low hanging fruit. We know certain things slow the transmission of this virus, frequent hand washing, social distancing, and face coverings. This is an easy option, to help curb the transmission of this virus.

We have to do all we can to slow this pandemic. My greatest concern is if I, as a senior citizen with some underlying health issues that make me a higher risks. If I get the virus and get really sick, our hospitals will be to full and I can't get a bed. The only thing we can do is try to keep the Virus cases numbers down so those who do get sick can get a Hospital bed. But my first choice is to don't get it at all. At least until we figure out some way to make it not as severe and to have some treatments in place to help us get thru this easier.

I hope I've expressed my thoughts clearly.

I hope you City Council members step up and do the hard thing.

You will probably get some criticism from some. But, you will be doing the Right thing.

Thank You for listening

Fellow Reynoldsburg resident asking for help Jim & Christy Keller

### **Johnna Kay**

As a resident of Reynoldsburg I am aware of the increasing pressure from the state and government to join the movement to mandate the wearing of face masks here in our city. I am aware that the decision to do this is more or less around the pressure to conform, the possible financial consequences, and the overall state compliance. It is understandable that you are all stuck between a rock and a hard place, but I ask you to do your best to tune out the noise and hear the following. I am sure you have heard it before, but please, once more, listen.

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There are several reasons that will be highlighted why a mask mandate is not the way to go. Although it is easy to assume it is irrational, "crazy talk" and conspiracy, we truly believe that the side you choose to take in this moment can be the difference between a chance at reversing poor decision making, or the state and our country heading into a direction that no one truly wants.

Here they are:

1. When any government authority begins to mandate something of its constituents, it is very important that all involved rightfully question such decisions. This is not only wise, but it is our duty as Americans to hold those accountable who we placed in power and leadership. They are human, and humans, as we know, are very capable of not only making mistakes, but of getting lost in corruption along the way. This is why we are here; to question these decisions and to use our collective voice to make sure that any decision and policy we make as a city, as well as a state, is backed by the constitution, our basic human rights, and by data.

2. There is no data to support this decision. There is no data to support mitigation of any kind, especially now, with the possibility of mandated masks. Let me explain. The daily reporting of Covid-19 positive case numbers, hospitalizations, and deaths, are and have been reported inaccurately. They have been knowingly using a projected model that was proven early on in this pandemic to be more than way off base in its predictions. Not only that, but the format in which they are reporting numbers is cumulative; meaning that its design is to always go up; they are continuously adding to the total count. What they should be doing, (and many, many nurses, doctors, epidemiologists, and other professionals around the state have agreed on this fact) is showing a daily case count based off the date of onset, as well as negative tests. When taking the numbers directly from [coronavirus.ohio.gov](http://coronavirus.ohio.gov) <<http://coronavirus.ohio.gov>> and the CSV file located there, you can clearly see that not only did we peak in late March, but we have been in a huge decline ever since. We do not know why our governor and his administration have chosen to report the data in this way, but we believe at this point it is for manipulation, as they very well know better. This is just not an accurate report.

3. The "increase" in cases example: The increase in cases that have been reported was due to the large increase in daily testing. When looking at the CSV file on the state's covid website, you can clearly see two very important things; the cases were spread out from throughout the pandemic and indicate the positive daily cases were largely in the past, but nowhere near increasing today's daily cases. And, the hospitalizations and deaths are going down. This means that the virus is not only less deadly today, but that it has been less deadly than originally believed all along. Even with every positive case thus far, we still wouldn't have

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overwhelmed our hospitals. This is important because slowing the spread and flattening the curve were our original goalposts. When we passed those goals, we never adjusted our strategy. We are currently under an emergency order with no outlined goals. Generalized phrases such as "this virus is still here", "people are dying", and "it's not safe" are wordings that can easily persuade the people, but that have no specific backings. It means that, at what point can we clearly see what would constitute the orders being taken away and the state opening fully? Right now, there are none. With the cumulative positive cases going up, and the recovery rate along with it, this is good news! It means we are out of our epidemic here in Ohio, natural herd immunity is setting in, and this virus is not as dangerous as we once believed. What are our goalposts now? At what point will we be considered "safe"? These are questions our Governor has yet to answer clearly.

4. This is a gateway: Although we would like to believe that our state and government would never mandate more than is needed, we have to come to realize one simple truth; if we open the door to allow any authority to mandate a mask, we have simultaneously opened the door to mandate other precautionary measures in the name of safety. And we can also assume that any future policies will not be supported by any more data than the decisions made thus far. This could open the door for possible mandated quarantine, vaccines, and immunity passports. It could also open the door to shut down the state again for any and all reasons that are deemed "unsafe" in general terms. With no accountability to show accurate data, we are creating a culture who will "take their word for it", and a standard that any amount of positives, deaths, whether low or high, of any disease or virus, can leave room for extreme mitigation measures. All other states that have mandated masks up until this point and early on in the pandemic are now discussing possible mandated covid vaccinations.

5. Regardless of what mainstream media have said, the science is simply not clear on facemasks. We just do not know if a decision to mask everyone would truly stop the spread of the virus. And, we do not know if masking everyone will have negative side effects. Think back to all the times in history where we got it wrong. Where we believed something was good based off of an assumption, only to look back and see how misguided we were. To look back and see even lives that were lost due to those decisions. Right now, we do know that wearing facemasks can make you sicker. We urge you to look into this. Wearing masks can decrease your oxygen levels, create a breeding ground for bacteria, and cause even this virus to stay trapped in our faces and make the symptoms worse. Not only this, those who have autoimmune diseases and handicaps either cannot wear a mask or could be seriously injured if that is the case. We know there would likely be an exemption, but we're creating a culture that shames those for not wearing a mask. And, even healthy people can become ill by

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improper use of masks, improper masks, and simply breathing in contaminated air throughout the day. Again, the science is clear on how this can and does weaken the immune system. We urge you to look into those who are speaking out and consider this in your decision. Where there is risk, there must be personal choice.

I ask that you please take into account the things said and the concerns that have been addressed. If what we are saying is true, it would mean that Reynoldsburg could be part of the movement to take back our state and to build a better ground for more accountability, more accurate data to support decisions, and for truth to be the forefront.

We end with these questions; If you're going to mandate masks, at what point and in what data would the line be drawn to lift this mandate? A goalpost must be placed. And, if your line and goalpost is to mandate until there is a vaccine, what would this mean when a vaccine is available? Will we suddenly have a choice to wear a mask, or will we have to trade the mask for a vaccine?

We have to draw the line. There has to be an end goal to a mandate like this, and that goal should be outlined now. We ask that you consider a strong recommendation over a mandate, and let the people of Reynoldsburg freely choose what is best and safest for them and their families.

**LaTasha Goodwin**

Good morning,

I am a RN, who operates a hospice company, so I have seen and continue to see the effects of COVID19 on the Geri population, as well as those who have compromised immune systems. Witnessing patients pass away from this dreadful virus and having to support family who are left to process the loss of their loved one, is one of the major reasons why I support mandating wearing face masks in public areas. I believe the lack of wearing face masks is not only a major deterrent to slowing the spread of the virus, but is also reckless and inconsiderate of others. Let's do our part in stopping the spread of Covid-19 and protect our community by wearing face masks when out in public.

**Linda Zacchetti**

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## MINUTES SPECIAL MEETING REYNOLDSBURG CITY COUNCIL July 7, 2020

I vote against mandatory mask wearing as it is my right to make my own healthcare decision. Thank you.

### **Deana Allerheiligen**

I do not want masks mandated here in Reynoldsburg. I am sure you do not care if I tell I will be moving soon if masks in Reynoldsburg are mandated... there will be someone else in my home before I settle into a new one elsewhere. But please do not mandate masks. They are useless. Social distancing and hand washing will help with the spread of COVID. If more of our freedoms are taken from us we will be looking to move out of Reynoldsburg. I cannot help but to wonder what the true agenda behind the mandate truly is. But pushing freedom loving Americans to the breaking point hard is not a wise decision. I will vote for my freedoms at the polls. I will be keeping tabs on this issue.

### **John Hagg Sean Cress**

I am writing in strong support of an ordinance requirement masks when in public in Reynoldsburg. There is overwhelming evidence that this, and social distancing, is the best way to flatten the curve without completely shutting down our economy. Since there is little consistent national leadership on this topic I hope that you and the other council members will step up and provide strong local leadership to save lives and save of economy. Thanks for listening.

### **Jay Bickel**

I'm a very concerned about current events and the knee-jerk reactions being made on both sides of the table regarding what has been labeled as Covid-19, especially with conflicting information coming from the CDC itself regarding the use of masks. I believe all of our memories serve us well enough that I don't have to bring up the timeline of these changes. If the Reynoldsburg City Council passes an ordinance, which I'm sure they have already made their mind up to do, will Reynoldsburg and their residents be subject to the authority of the State and its laws and how they proceed, and adjust accordingly, rather than to be subject to the CDC? Will City Council take into account the possible undue burden being placed on city employees, first responders, and citizens to keep up with the rapidly changing situation and additional ordinances and laws, and how they may "mutate" over time, and to do so

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without unintentional misinterpretation of said laws and ordinances, and with proper training of those in positions of authority? Or will Reynoldsburg take a stand with more of a "wait-and-see" approach, letting the proverbial pawns go first? It's bad enough that these ordinances in many cities around the nation and the State are VERY subjective and are quite different from jurisdiction to jurisdiction. It's like a brand new mine field. Mask, no mask? Fine, no fine? VERY concerning and alarming, indeed. There are many questions that must be asked and accounted for during this perceived crisis, and moving too quickly, in my humble opinion, may cause more problems in the long-term than solutions in the short. But I'm sure you already know this. In ending, I have one rather simple question about this entire event and how it has been handled at all levels, and I challenge anyone in government to think logically and answer it, HONESTLY. IF masks and social distancing do work and are effective why are many businesses still closed and are currently being closed, but, if they do not work then why is everyone being forced to wear them? Thank you for your time.

### **Kyle Udall**

My comment is I support wearing masks in public. My question is if I am outside exercising such as running or walking my dogs at a non-strolling pace and others are not around or are socially distanced will I be required to wear a mask? My hope is that I would not.

### **Christine and Jim Smith**

Jim and Christine Smith encourage the Reynoldsburg City Council to act tonight to suspend normal procedural rules and vote in favor of the emergency ordinance to require face masks to be worn in all non-residential buildings and outdoors where six foot distancing cannot be assured. This regulation is an important step toward limiting the spread of the virus that causes COVID-19.

Public health officials at the national, state, and county level are urging mask wearing as an effective way of slowing and limiting the spread of the virus. Epidemiologists have urged mask wearing for the same reason. The science behind experts' support of mask wearing has been explained, illustrated, and diagrammed. We feel no need to restate what has been convincingly stated by educated, experienced experts. We are sure every member of council has seen the evidence that we have seen. As public officials, you have the right and the duty to enforce rules that safeguard public health and safety. The governor has just mandated mask wearing for Franklin County. Sections of Reynoldsburg in Licking and Fairfield counties have close proximity to Franklin County, and we are all one community, one city,

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and deserve the same care for our collective health and well-being. There is a vocal minority who do not trust the medical experts and scientists, and you have surely heard from some of them. We beg you to base your vote tonight on valid evidence, on rational science, and not on emotional outbursts based on false information, misunderstanding, paranoia and suspicion. Thank you.

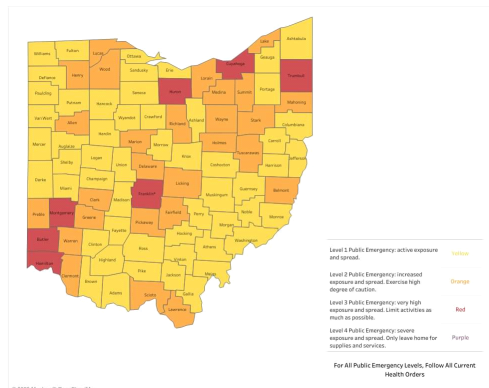
### Christina Weisner

I would like to say that I am adamantly against mandating masks in Reynoldsburg. All of the latest data I have been reading says masks do not help, in fact they hinder if you are healthy. It is proven with oxygen meters that wear experience a lack of oxygen. If you are wearing glasses they fog up creating a hazard. They traumatize children and persons with disabilities. They are dirty and when you are touching them to adjust them all day, you're defeating the purpose of keeping your hands away from your face.

Many studies have shown that the mask trap your germs and you are not able to breathe clean air, less breathing them back in along with increased carbon dioxide and taxing your lungs.

Why are we suddenly mandating masks when the numbers are going down? If you wearing a mask works, why do I need to wear one as well? What's next? Are you going to tell me what clothing to wear every day? I'm serious! Are you going to tell me how I can wear my hair also because someone might be offended or my hairspray may irritate the nasal cavities of someone next to me, where does it end? There's a good science out there proving this is not fatal, asymptomatic individuals do not pass along the virus!

[https://m.facebook.com/story.php?story\\_fbid=726697094795394&id=100023653304828](https://m.facebook.com/story.php?story_fbid=726697094795394&id=100023653304828)



[https://m.facebook.com/story.php?story\\_fbid=726697094795394&id=100023653304828](https://m.facebook.com/story.php?story_fbid=726697094795394&id=100023653304828)>Today we will hear about cases, spread and increased infection. But we need to

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#TellTheWholeStory. Governor Mike DeWine Why are we not clear that a positive test does not equal spread? Why are we not clear that when positive tests don't translate to hospitalizations and deaths...that is a good thing? And why do we still carry the false notion asymptomatic spread is prevalent? See pictures below:  
<[https://m.facebook.com/story.php?story\\_fbid=726697094795394&id=100023653304828](https://m.facebook.com/story.php?story_fbid=726697094795394&id=100023653304828)>  
m.facebook.com

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Today we will hear about cases,  
spread and increased infection. But  
we need to #TellTheWholeStory.  
Governor Mike DeWine Why are we  
not clear that a positive test does not  
equal spread? Why are we...

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Also epidemiologist Dr. Wittkowski said the pandemic would have been over by now if we hadn't shut down. He also says healthy people shouldn't wear masks.

<<https://www.dailywire.com/news/amid-percentage-of-deaths-having-declined-cdc-admits-coronavirus-on-verge-of-non-epidemic-status>>

<<https://zachbushmd.com/video/the-highwire/>>

<<https://www.rcreader.com/commentary/masks-dont-work-covid-a-review-of-science-relevant-to-covide-19-social-policy>>

<https://www.counterpunch.org/2020/05/29/masks-and-covid-19-an-open-letter-to-robert-kennedy-jr-and-childrens-health-defense/#gsc.tab=0>

<<https://www.counterpunch.org/2020/05/29/masks-and-covid-19-an-open-letter-to-robert-kennedy-jr-and-childrens-health-defense/>>

<<https://articles.mercola.com/sites/articles/archive/2020/06/19/do-face-masks-help-against-coronavirus.aspx>>

<<https://m.youtube.com/watch?v=3CglBhn0znM&feature=youtu.be>>

Thank you

**Debra Datres**

Ward Three Council Person: Bhuwan Pyakurel  
Ohio Constitution 1.01 Inalienable Rights (1851)

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All men are, by nature, free and independent, and have certain inalienable rights, among which are those of enjoying and defending life and liberty, acquiring, possessing, and protecting property, and seeking and obtaining happiness and safety.

Ohio Constitution 1.20 Powers reserved to the people (1851)

This enumeration of rights shall not be construed to impair or deny others retained by the people; and all powers, not herein delegated, remain with the people.

Civil liberties are guaranteed by the U.S. Constitution. The 14th Amendment provides for the right to due process of law and I have to wonder and ask just where are the delineating boundaries of government that spill over into government over reach?

Ninth Amendment of the U.S. Constitution guarantees that the people will not lose certain rights simply because they are not given to the people or referred to in the Constitution.

Protection against government infringement is guaranteed.

The federal government has made recommendations but has refrained from mandating mask use. The public health authority of the states derive from the police powers granted by their constitutions and reserved to them by the 10th Amendment to the U.S. Constitution.

These powers do have some limits:

Under the 5th and 14th Amendment's rights of Due Process and Equal Protection, public health regulations used to impose such conditions can't be "arbitrary, oppressive and unreasonable."

There are precedents where courts have ruled that states or local governments didn't meet a burden of proof to justify a quarantine. For example, in 1900 courts ruled against the city of San Francisco when it tried to inoculate and then quarantine Chinese residents against the bubonic plague when the courts had doubts that plague conditions existed.

But when plague conditions clearly *do* exist, state and local governments *can* close businesses and break up your block party until those conditions no longer exist. This is not unconstitutional. CCP virus is not a plague, there are currently no conditions that meet the criteria of a plague. It is a virus, and a weak virus at that. It can be killed by UV light, sanitizer made with rubbing alcohol & aloe, and cleaning surfaces with bleach. There is a 99.95% recovery rate by those cases registered and by those tested positive. This is better than a bad seasonal flu.

There is absolutely no scientific tested evidence that wearing a mask prevents the virus. There is however, plenty of scientific evidence that masks DO let in virus molecules and are NOT EFFECTIVE against corona virus (check the side of the box it says it right on it), masks DO create a false sense of security, diminish oxygen levels which can result in the wearer fainting, cause mental confusion, and increase the risk of contracting other fungal lung infections in the bronchia which can turn into pneumonia. I direct you to review OSHA guidance that is disseminated by the Presidential Coronavirus Task Force and the Centers for

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Disease Control and Prevention (CDC) has urged the general public to wear a mask on a voluntary basis “cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), especially in areas of significant community-based transmission” of the Coronavirus. Cloth masks are NOT PPE which lack a filtration system like N-95 respirators.

Dr. Acton was inaccurate in every detail and forecasted modeling provided to the public. Neither the models used, nor any numbers being orated by her or the Governor, are in fact and condition, truthful. The fact is infection numbers are a lousy way to measure the ‘danger’ of the disease. Case numbers testing positive, are being lumped into positive antibody results and the Director of Health sent a letter to hospital administrators instructing them to mark every death a covid-19 death, with or without testing, inflating the numbers arbitrarily. This is not science this is fraud.

People WILL get sick, corona virus has been around for centuries, the common cold is a corona virus, but the question should be who, and how sick, what is the mortality rate, is it going up or down. There is confusion about shifting guidance from public health agencies, which had initially discouraged mask-wearing among healthy people and even the government is not mandating masks be worn. The goal isn’t to eliminate all cases, that’s not rational, it’s not necessary. Informed people are sensible enough to know if they are at risk, and given the proper information take the necessary steps to protect the themselves from serious complications.

Look at the data: younger, healthier people get infected, they have nearly a zero risk of a problem from CCP virus. Of the hospitalized patients, how many occupy ICU beds that are CCP patients, of the hospital population? The total population of Ohio is 11.65 million.

In Ohio, as of Monday, July 6<sup>th</sup> the Covid-19 dashboard reveals in the 21 day report only 17 deaths from 2,927 reported deaths, but it doesn’t state the actual cause of death, just that they tested positive for CCP virus, which may not have been the primary cause of death. Out of 57,956 reported positive tested virus cases the average per day with a positive test is 780 per day, and of 8,249 total hospitalizations on average there are 62 per day. Of total ICU Cases reported 2,077, ICU admissions are on average 14 per day over the last 21 days. The total population of Ohio is 11.65 million the reported cases are 0.00497 of one percent of the entire state. Do you have any data specifically regarding cases in just the Reynoldsburg population?

The ridiculous, onerous and never-ending list of rules has crippled businesses, putting some ‘out of business’. The public is sick of government overreach over a virus that now has prophylactic remedies, as well as treatment with Hydroxychloroquine [that comes from the Henry Ford Health System (whom Dr. Fauci approved for treatment to cure corona viruses 15 years ago), Z-pack antibiotics and zinc. Also, vitamins C & D and sunlight boost the

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body's virus fighting immune system, masks retard the immune system, and it stops the body from identifying a disease and building its natural ability to develop immunity, making you MORE susceptible to disease and to fungal infection of the lungs. Soap and water also kills the germs so be sure to CLEAN your environment.

During the swine and bird flu's, and zikka virus outbreaks, vaccines and treatments were left to the individual, in consultation with their physician, so should the decision of wearing a mask be left to the individual and their physician. You can not infringe on the healthy majority health choices over the hysteria and panic being profligated by the media and irresponsible government officials who have failed miserably in their quest to wield power over the people instead of remembering their power is derived from the people. This started as a 14 day quarantine to keep hospitals from being overloaded by a swell of cases that NEVER HAPPENED and is not going to happen, and has morphed into months of house arrest and now forcing the population into wearing, what amounts to 'mouth burkas'.

Do not go down in the annals of history as being a body of those power hungry ill-informed sheep who failed to uphold the civil liberties of their community. Rather be the beacon of enlightened men and women who govern in an educated manner, seeking truth about the actual effectiveness or ineffectiveness of populations wearing masks that harm, not help.

Why are we discussing only masks? Why not shields? and personal responsibility for hygiene and cleanliness? Why are we not having this dialog? What's next, wearing shower caps to keep the virus out of your hair? Because germs and bacteria are all over you, everywhere...your clothes, eyes, ears shoes, should we bubble wrap ourselves? Should we divest ourselves of our jewelry? Where does this knee jerk reactionary governance stop? Protect the civil liberties and don't cave in to the hysteria, but thoughtfully engage in the research and speak to the community medical doctors and nurses who are experts in the field health care.

The cure cannot be worse than the disease, stop making it worse and DO NOT mandate masks. Ask yourself if the benefits of policing mask behavior outweigh the drawbacks? I guarantee that if you take on this unconstitutional mandate against civil liberty, you can and will be sued by state lawmakers or by class action. The Governor is already in the process of being sued.

Encourage citizens to take reasonable precautions in their own life and behaviors to mitigate possible exposure, but you are making a huge mistake to inflict onerous invasion of liberty on the people of Reynoldsburg. It isn't going to stop anyone from getting sick. Eventually we will all get the virus, just like we get the common cold, just like we get the flu. All you are doing by mandating masks is giving a false sense of security to the populace and enriching those profiting from a burgeoning new business model in mask creation and sales.

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It is expected that you all disclose any and all investments you may personally have in surgical mask and/or shield manufacturing and sales, and recuse yourself as that involvement warrants.

**End of community comments regarding the mask legislation.**

**President Jenkins**

Thank you for reading all of those comments from the community, I really appreciate that. I know that was a lot to go through in your emails and us forwarding them and getting emails from the public. Taking the time to read all of those I really appreciate that.

**Councilmember Strickland**

I want to say thank you to our residents that joined us here on Zoom, Facebook live and sent in their personal letters to the councilmembers and to our clerk. Thank you so much for being involved. This is what it takes to have that conversation and getting the community involved. For this ordinance or against it. I just want to say my appreciation for everyone just providing their opinions. Once again thank you.

**Councilmember Cotner**

Attorney Shook how does this coordinate with what today's message from the governor and how does ours overlap other than the two other counties of Licking and Fairfield?

**Attorney Shook**

It's a little difficult for me to say right now because all we have is the governor's press conference and a bullet point presentation. We don't yet have the order from the Ohio Department of Health to be able to compare that order to what has been presented to council this evening. I would anticipate there will be significant differences. One difference in particular is how this ordinance may apply to businesses in the community. Also, one notable difference would be the age limitation on facial covering requirements. There will be some differences and I would be remissive if I didn't mention the Department of Health order at least for Franklin County would supersede any ordinance that we pass if there are differences.

**Councilmember Cotner**

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One of the big ones is going to be how this going to be enforced is, who is going to enforce it, how is this going to look and what are the procedures going to be. For residents as well as businesses. Is a business guilty if they let someone in? it kind of reads that they are guilty or they are liable if they are selling a product to someone. Is a cashier at Kroger responsible if they sell someone an item because they didn't have a face covering? How is that going to look?

**Attorney Shook**

If we are looking at section two of the ordinance, that would only apply when it comes to a place of business and apply to a manager or owner or person in charge.

**Councilmember Cotner**

Enforcement of this? Is it complaint driven? Are our Officers going to be going out looking for residents or businesses not comply. How do you envision that process happening?

**Attorney Shook**

Best case scenario would be that if there is voluntary compliance, obviously there is no enforcement. We have some experience with that already when it comes to the Department of Health orders that were issued back in March and then it progressed to the current day, the City has issued has no citation since the first lock down was issued by the state for violation of the department of health orders. It's not a situation where we are looking to be aggressive at all. There is a provision under section 4 that prohibits enforcement of the ordinance after compliance following a warning. This is not a situation in which the City is wanting to put our Officers into a position where they have to confront residents of the community.

**Councilmember Cotner**

The other one is the expiration of this ordinance. According to the Governors information today, that requirement will change when Franklin County moves from which ever color to which ever color when it moves in there. Our legislation doesn't have any plans moving forward, and indication of when we see numbers reach certain levels that we would be looking to remove this legislation. It doesn't show a method of removing it either. I'm sure we would just meet again and say ok were changing it but what would an exit plan be on this as well.

**Attorney Shook**

When this ordinance was drafted we did not know that the Governor was going to issue his order today. Franklin County is currently listed as a level of three county. So that would apply under the Governors declaration today and he had indicated a couple days ago that we

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are approaching level 4. Currently the ordinance that we have drafted, and again this is just a draft because Council has ultimate authority on what they want the language to be. The current draft indicates that the ordinance would automatically expire on the termination of the current state of emergency. Of course Council would always have the ability to terminate at any time.

**Councilmember Cotner**

Can you clarify where that is?

**Attorney Shook**

Under section 6, at the end where it says “shall remain in effect during the pendency of State of Ohio executive order 2020-01D. That’s the declaration.

**Councilmember Cotner**

Ok so it will be from the executive order from the state that was made back a while ago, is that the order we are referencing there?

**Attorney Shook**

Correct. That provision is in there because we did want to have an automatic triggering position for this ordinance to expire and that was the most obvious trigger mechanism. It was executed in early March.

**Councilmember Cotner**

Seems that then were going to have it stay in effect through an order that we didn’t have at all, seems another problem with that. I know we can always come back and modify anything but seems like we would want a better exit strategy than an executive order from back in March.

I spoke with Councilmember Strickland about that earlier today, once the Governor had issued his order and as the sponsor of this legislation, I will leave that question to Councilmember Strickland.

**Attorney Shook**

It’s my understanding that Councilmember Strickland is going to make a motion to send this for a first reading at Monday’s meeting to allow time to make changes to the ordinance that are more reflective to the Governors order and is constant with the governor’s order. And I think that would include the termination.

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**Councilmember Bryant**

Attorney Shook, the comments made by Eric Rodgers, do you have any response to what he had to say?

**Attorney Shook**

I think we had a conversation with the new Chief of Police earlier today and in that conversation, our understanding is that the police will not be enforcing this ordinance as a primary violation. If we make some changes to the ordinance, make that language of par.

**Councilmember Bryant**

Thank you.

**Mayor Begeny**

I wanted to announce that we will have a mobile testing unit coming in toward the end of the month. Councilmember Pyakurel has been instrumental to bring that to our area. WE will have more details as we just got this in earlier today, hopefully by the middle of the week we will have more information as to what the circumstances are. It will be one of the pop up test sites that you see in communities in the Central Ohio area. AS soon as we have information we will get that out to Council and the community.

**Motions**

**A MOTION TO SUSPEND ARTICLE IV, SECTION 8 MANDATORY REFERRAL  
OF THE COUNCIL RULES FOR THE REYNOLDSBURG CITY COUNCIL**

**Clerk Prasher**

This motion is needed for Council to consider the mandatory face masks ordinance. Council rules require that all ordinances shall be referred to an appropriate committee for review and recommendation for adoption or denial prior to any final action taken by Council. This provision may be suspended by an affirmative vote of 3/4 majority of Councilmembers. As this meeting was called within the last 24 hours and there was no committee meeting included as part of this meeting, Council need to make a motion to suspend that ruled for just this meeting for just this ordinance.

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|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Louis Salvati, Councilman                                         |
| <b>SECONDER:</b> | Kristin Bryant, At-Large Councilmember                            |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

### LEGISLATION FOR EMERGENCY APPROVAL

AN ORDINANCE REQUIRING FACE COVERINGS IN ANY PUBLIC SPACE TO LIMIT THE SPREAD OF COVID-19, AND DECLARING AN EMERGENCY --- Strickland, Jenkins, Bryant. .

**Councilmember Strickland reads the ordinance into the record.**

Councilmember Strickland moves to forward to Council for first read at the next Council meeting to ensure the ordinance is in line with the Governors mandate. Councilmember Pyakurel seconds the motion.

#### **Attorney Shook**

Council bypassed committee so it is now with Council for a first read tonight, are we moving this to Council next Monday for a second read?

#### **Councilmember Strickland**

Yes, that is correct. I was to make sure that we are in line with what the Governor has mandated so we are waiting on that ordinance to come through and I want to make sure again, as you gave that example, we have anyone over 6, I think the governor has anyone over 10. We want to make sure that we have everything in line.

#### **Clerk Prasher**

The Council President can let this stand as a first read, there is not a motion or anything that is necessary to let it stand as a first read.

#### **Councilmember Pyakurel**

On page 4 it says April 1, 2010. I think you meant 2020? Just need to correct that.

#### **Attorney Shook**

Yes, that will be corrected.

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**Councilmember Pyakurel**

Ok, just making sure.

**Councilmember Baker**

Just correct the date that it will take effect July 13.

**Councilmember Strickland**

The intent is to make sure we go back and update the ordinance again, that it applies to and are in line with what the Governor has mandated and we will come July 13 and all of the updates will be applied at that time. Keep in mind this was done before the Governors mandate this afternoon.

**Councilmember Salvati**

I will save my comments on the actual mandate for next week but I want to say that although I hate the reason this came about, I am thrilled with all the participation we have had on Facebook, letters and comments. This many people watching and commenting is something I dream of. A lot of the people won't agree with me, I just want to thank everyone for tuning in and commenting and now they will have another chance.

**Councilmember Pyakurel**

I want to thank all of these healthcare workers, police officers, front line workers in this pandemic. My wife works at the hospital every day and seeing the patients who might be infected with covid and we talk about what risk our family is baring and at the same time a lot of members of our community are risking their own life to protect others. Same thing to the police officers who are going, who have to be outside and protect the communities and so their job. Also, at the same time when I go to the grocery stores, they are risking their life to serve us and protect our community. I would like to thank them for risking their life to help our community. Yes again, on this ordinance, I read a lot of journals, news articles and scientific research and I will bring up my comments on the 13th when we are voting on this one. Thank you.

**Councilmember Baker**

I will just briefly say, I know it's getting late. Thank you for everyone who submitted comment and I would like to thank the police officers, those who work in retail and lodging, because we know this is trying times and each time we get a chance to thank them we should just like we do our military, thank them every day for their service. We should also thank those who are on the front lines during this covid pandemic.

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**President Jenkins**

I would like to thank everyone who participated in this conversation this evening and for sending in their comments. I know that we all don't agree on wearing the face masks, everyone has a different opinion based on their own person choices and science. I think once the CDC said we should wear some sort of face covering, I believe that we should try to protect ourselves and our family. I have a 90 year old mother that I am trying to protect, I have a cousin who currently has covid and he is 3 months old. This is concerning to me and close to home because I have a relative who has become ill with this. In reading the CDC recommendations as far as wearing the face covering and it could slow the risk in contaminating this virus. I believe that Council could err on the side caution and that we should be careful and plan ahead rather than be unprepared and make an error. I think that the number of deaths that have passed with this virus, this is not something that we prepared for, it's not the flu, there is no vaccine for it. Hopefully there will be one soon but right now it's just a great idea to try to protect our citizens of Reynoldsburg. And when you're traveling, you want to make sure that you are protecting the people you come in contact with and that could be just the people in the stores that we visit. I think this is something that I am grateful that we are bringing this forward and that our Governor is doing something. I think since our county is a level 3 it shows that this is still increasing in numbers and hasn't slowed down. I know more testing is being done but it still shows that the numbers are increasing in Franklin County and there is a big concern for that.

**RESULT:**

**REFERRED TO COUNCIL**

**Next: 7/13/2020 6:30 PM**

Adjournment

\_\_\_\_\_  
Leanora Jenkins, President of Council

\_\_\_\_\_  
Mollie Prasher, Clerk of Council

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

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**DATE: July 13, 2020****TO:****RE: Establish the Reynoldsburg Community Commission**

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Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

This is a work session to allow Council to have input on the establishment and purpose of this commission.

**A MOTION TO APPROVE A RESOLUTION TO APPOINT MEMBERS TO THE  
REYNOLDSBURG COMMUNITY COMMISSION**

**WHEREAS**, the City of Reynoldsburg is interested in establishing a Community Relations Commission dedicated to promoting community involvement and policy recommendations for the City; and

**WHEREAS**, the Community Commission will focus on several areas of interest for the community, including, but not limited to, neighborhood beautification, transportation, military cognition, as well as engagement and support for our new Americans; and

**WHEREAS**, the City of Reynoldsburg understands the need to involve community members from all areas of the City, utilizing the unique talents of our diverse community in achieving such goals; and

## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

**WHEREAS**, the Mayor, with Council approval, intends to appoint a Community Task Force to work with City Council, City Administration, and City Services to provide recommendations for composition of and scope of responsibility for such Community Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Reynoldsburg, Ohio, that:

**Section 1.** The Reynoldsburg City Council, pursuant to Section 7.07 of the Charter of the City of Reynoldsburg, hereby creates the Community Task Force.

**Section 2.** Based upon the recommendations of the Mayor and City Administration, and in consideration of the community involvement and interest of these dedicated individuals, hereby appoints to the following members to the Community Task Force:

[TO BE AMENDED PRIOR TO APPROVAL]

**Section 3.** The Community Task Force shall be a temporary commission, subject to the Open Meetings laws of the City of Reynoldsburg and State of Ohio, and shall provide a report/recommendation to the Mayor and City Council.

**Section 4.** The Community Task Force shall meet at least once a month for three (3) months and provide recommendations to City Council for the creation and implementation of a Community Relations Commission by November 2, 2020, at which time the Community Task Force shall remain in effect, for potential further recommendations, until City Council has established a codified ordinance establishing a Community Relations Commission, or any variation thereof.

**Clerk of Court****Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: July 13, 2020****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING MAY 2020**

I am submitting monies collected from the courts held on 5/7, 5/14/ 5/19, 5/21, 5/26, and 5/28/20. 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) | \$ 5,858.00 |
|-----------------------------------------------------|-------------|-------------|

|                                    |             |              |
|------------------------------------|-------------|--------------|
| Court Costs & Misc. Costs Assessed | (#110.4510) | \$ 11,760.00 |
|------------------------------------|-------------|--------------|

|                                     |  |              |
|-------------------------------------|--|--------------|
| Sub-Total (To General Revenue Fund) |  | \$ 17,618.00 |
|-------------------------------------|--|--------------|

|                            |             |           |
|----------------------------|-------------|-----------|
| Computerization Needs Fund | (#211.4510) | \$ 920.00 |
|----------------------------|-------------|-----------|

|                              |             |           |
|------------------------------|-------------|-----------|
| Enforcement & Education Fund | (#293.4616) | \$ 125.00 |
|------------------------------|-------------|-----------|

|           |  |             |
|-----------|--|-------------|
| Sub-Total |  | \$ 1,045.00 |
|-----------|--|-------------|

|                               |  |                     |
|-------------------------------|--|---------------------|
| <b>Total Amount Submitted</b> |  | <b>\$ 18,633.00</b> |
|-------------------------------|--|---------------------|

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

---

**DATE: July 13, 2020****TO:****RE: Mandatory Face Mask Ordinance**

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Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

Emergency/Suspension: Emergency

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

Explanation of legislation and need: This legislation is in reaction to the increasing numbers of Covid-19 infections in the area in and around the City of Reynoldsburg.

Statement of necessity for Emergency passage: This ordinance is an emergency health measure to help protect and reduce the infections from the Covid-19 virus.

**AN ORDINANCE REQUIRING FACE COVERINGS IN ANY PUBLIC SPACE TO  
LIMIT THE SPREAD OF COVID-19, AND DECLARING AN EMERGENCY****WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread from person to person; and**WHEREAS**, the Centers for Disease Control and Prevention (CDC) reports over 2,545,250 cases of COVID-19 in the United States, resulting in over 126,369 deaths, to date; and**WHEREAS**, on March 9, 2020, Governor Mike DeWine issued Executive Order 2020-01D, declaring a State of Emergency, as a result of community spread of COVID-19 in the State of Ohio; and



## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

**WHEREAS**, on March 11, 2020, the World Health Organization officially declared COVID-19 to be a global “pandemic” requiring “urgent and aggressive action” to control the spread of the virus; and

**WHEREAS**, the State of Ohio has 52,865 confirmed cases of COVID-19 and 2,876 deaths and continues to experience “community spread” of the virus that causes COVID-19; and

**WHEREAS**, COVID-19 endangers the lives of the citizens of Reynoldsburg, creating an emergency to life and public safety and disrupting commerce; and

**WHEREAS**, the CDC reports that, while people are most contagious when they exhibit symptoms of COVID-19, some spread is possible before an individual may exhibit such symptoms and even when an individual remains asymptomatic; and

**WHEREAS**, on March 22, the Ohio Department of Health issued an Order requiring all Ohioans to stay in their homes to prevent further spread of COVID-19, later amending such Order on April 30, May 20, and May 22, 2020, to allow business to open with the recommendation that facial coverings be worn except in certain circumstances; and

**WHEREAS**, on April 1, 2020, Mayor Joe Begeny issued a Declaration of Emergency in response to COVID-19 to protect the well-being of the citizens of the City as well as those who work, attend school, and visit the City from the dangerous effects of COVID-19; and

**WHEREAS**, as businesses have reopened, more people are traveling in and out of the State of Ohio and within the City of Reynoldsburg; and

**WHEREAS**, a local and statewide emergency continues to exist with limits on mass gatherings and recommendations of social distancing; and

**WHEREAS**, as a result of the above-described emergency, there is a continuing need to protect all citizens and guests of the City of Reynoldsburg from the risks relating to the COVID-19 pandemic; and

**WHEREAS**, the CDC recommends wearing face coverings in public where other physical distancing measures are difficult to maintain to help prevent the spread of COVID-19 from symptomatic, asymptomatic, or unknown carriers to others; and

**WHEREAS**, on July 1, 2020, the Franklin County Department of Health stated, “It’s time to require face coverings to give us the best opportunity to protect and promote the health, safety and economic recovery of our community.”; and

**WHEREAS**, on July 2, 2020, the Governor of the State of Ohio designated Franklin County as a Risk Level 3 with a “very high exposure and spread” with guidance to “limit activities as much as possible,” and the Governor identified Franklin County as the only county in the State of Ohio approaching a Risk Level 4, which would indicate the county has a “severe exposure and

## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

spread,” and the Franklin County Commissioners have adopted a resolution urging all communities in the County to encourage and mandate the appropriate wearing of face coverings; and

**WHEREAS**, requiring face coverings to be worn by any person in a public place within the City of Reynoldsburg promotes health, safety, and efforts to limit the spread of COVID-19 while enabling the continuation of essential services, business, and travel necessary to protect public health and safety, and for the continuity of social and commercial life during the state of emergency; and

**WHEREAS**, on July 8, 2020, the Ohio Department of Health, pursuant to Ohio Revised Code Section 3701.13, issued an Order for Butler, Cuyahoga, Franklin, Hamilton, Huron, Montgomery, and Trumbull Counties stating that “all individuals... shall wear facial coverings at all times” when indoors outside of their place of residence, outside when unable to maintain social distancing, and for ride-sharing or public transportation; and

**WHEREAS**, the July 8, 2020 Department of Health Order will remain in effect for the affected Counties until each of the Counties no longer is designated as a Level 3 or Level 4 Public Health Advisory alert; and

**WHEREAS**, the majority of residential and commercial property located in the City of Reynoldsburg is in Franklin County and are subject to the July 8, 2020 Department of Health Order; and

**WHEREAS**, there remains residential and commercial property located in the City of Reynoldsburg that is located in Licking and Fairfield Counties, which are not subject to the July 8, 2020 Department of Health Order but which are in close proximity to Franklin County; and

**WHEREAS**, after consideration of the known information about COVID-19, and in consultation with the Franklin County Department of Health, and considering the July 8, 2020 Order from the Ohio Department of Health, the City Council of the City of Reynoldsburg finds that the safety of its citizens is best protected by implementing a requirement to wear face coverings in public places as set forth herein for the entire City of Reynoldsburg; and

**WHEREAS**, for the reasons stated in this preamble, this Ordinance is hereby declared to be an emergency measure and shall take effect at 8:00 a.m. on July 14, 2020.

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

**Section 1.** All individuals within the City of Reynoldsburg shall wear a face covering over the individual’s nose, mouth, and chin in accordance with the following:

A. In any indoor location that is not a residence.

## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

- B. When entering, exiting, or waiting in line to enter a City of Reynoldsburg operated building or facility that is open to the public, and while inside a City of Reynoldsburg operated building or facility as to the areas within such City of Reynoldsburg facility that are accessible to, and are intended for the use of, the public.
- C. In any public transportation such as a bus or other public transit vehicle, a taxi or ridesharing vehicle or any other vehicle for hire, or at a transit stop or waiting area for any public transportation. This does not apply to private or rental vehicles where members of a family are sharing a vehicle. This does not apply to vehicles engaged in direct travel through the City that does not stop in the City.
- D. In any outdoor space or outdoor place where or when a person is unable to maintain or does not maintain physical separation of not less than six feet from others who are not members of their own household.

**Section 2.** The requirement to wear a face covering through this Ordinance does not apply in the following situations:

- A. Any individual who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, or who is unable to remove the face covering without assistance, and any individual who should not wear face coverings under the CDC guidance. An individual is not required to produce medical documentation of the condition or disability, provided an employer may require such documentation from an employee in accordance with state and federal law.
- B. Individuals under 10 years old.
- C. Restaurant and bar patrons while eating or drinking. If a patron is not seated at his or her table or at the bar, a face covering is required.
- D. School individuals, including, but not limited to, students, administrators, and teachers, on or in school or school district facilities, so that schools and school districts may follow

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

the regulations and guidelines promulgated by their governing bodies and the Ohio Department of Education.

- E. In settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments, or while swimming.
- F. Walking or exercising outdoors so long as physical separation of not less than six feet is maintained, or while walking or exercising outdoors with other members of the same household.
- G. While actually engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising.
- H. Any individual who is utilizing outdoor property or facilities and actively engaged in recreational exercise or athletic activities.
- I. An individual is actively participating in athletic practice, scrimmage, or competition that is permitted under a Department of Health Order.
- J. In an area of a place of business not used by a customer and not intended for access by the general public, as long as individuals are maintaining a safe six-foot distance.
- K. To any individual who is communicating with someone who is hearing impaired or has other disability, when such communication requires the speaker's mouth to be visible.
- L. When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public.

## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

- M. When inside a personal or commercial vehicle either parked or moving that is not a vehicle described in Section 1(C).
  
- N. Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. These include peace officers, firefighters, and other public safety or emergency medical personnel that support public safety operations.
  
- O. Any individual who is not in compliance with this Ordinance but who, upon request of a law enforcement officer, comes into compliance with the Ordinance within a reasonable period of time, shall not be cited under Section 5 of this Ordinance.
  
- P. When facial coverings are prohibited by law or regulation, in violation of documented industry standards, or when in violation of a business's documented safety policies.
  
- Q. Individual is actively participating in broadcast communications.
  
- R. Individual is an officiant of religious services.

**Section 3.** For the purposes of this Ordinance, "face covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A face covering may be factory-made or may be handmade and improvised from household materials. Face coverings include, but are not limited to, bandanas, scarfs, medical masks, and cloth masks; and also include respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a face covering defined in this Section. A face covering shall be worn so as to cover the mouth and nose in compliance with the CDC's guidance on wearing face coverings.

**Section 4.** Whoever violates this Ordinance is subject to a civil penalty in the amount of \$55. Any business who permits an individual(s) in any indoor location who is in violation of this

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

Ordinance shall be subject to a civil penalty in the amount of \$300. For the purpose of this Ordinance, a suspected violation of this Ordinance shall not provide a lawful basis for the initiation of a traffic stop by law enforcement.

**Section 5.** For the reasons set forth in the preamble hereof, the Council of the City of Reynoldsburg declares this Ordinance to be an emergency measure which shall take effect at 8 a.m. on Wednesday, July 15, 2020 and shall remain in effect for entire City for any period of time in which the State of Ohio designates either Franklin, Licking, and/or Fairfield Counties as a Level 3 or Level 4 Public Health Advisory alert pursuant to the Ohio Department of Health Order dated July 8, 2020.

RESOLUTION 20-088

June 29, 2020

RESOLUTION TO UPHOLD CENTERS FOR DISEASE CONTROL AND PREVENTION  
("CDC") RECOMMENDATIONS REGARDING FACE COVERINGS

**WHEREAS**, the Centers for Disease Control and Prevention ("CDC") recommends that people wear cloth face coverings in public settings when around people outside their household, especially when other social distancing measures are difficult to maintain;

**WHEREAS**, cloth face coverings may help prevent people who have COVID-19 from spreading the virus to others;

**WHEREAS**, cloth face coverings are most likely to reduce the spread of COVID-19 when they are widely used by people in public settings; and

**WHEREAS**, cloth face coverings should NOT be worn by children under the age of 2 or anyone who has trouble breathing, is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

Now, therefore, upon motion by Board Member Dr. James, second by Board Member Dr. Barnewall.

BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF HEALTH MEMBERS:

1. Franklin County Public Health supports its cities, townships and villages to pass local ordinances and emergency declarations, as allowable by law, to require residents and visitors in those communities to wear face coverings while in indoor settings such as, but not limited to, retail stores, restaurants, and other workplaces;
2. Franklin County Public Health staff are available to work with municipal staff and elected officials to provide any assistance and support as would be helpful in the drafting and implementation of such actions;
3. This resolution shall be in full force until the emergency declaration of the Board of Health has been rescinded.

Resolution 20-088  
Page Two  
June 29, 2020

Voting Aye Thereon:

Roy Barnewall

Thomas L. Rudge, Jr.

Sally W. Morgan

Latisha Chastang

Arthur James

## Board Members

### Franklin County Board of Health

Voting Nay Thereon:

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Board Members  
Franklin County Board of Health



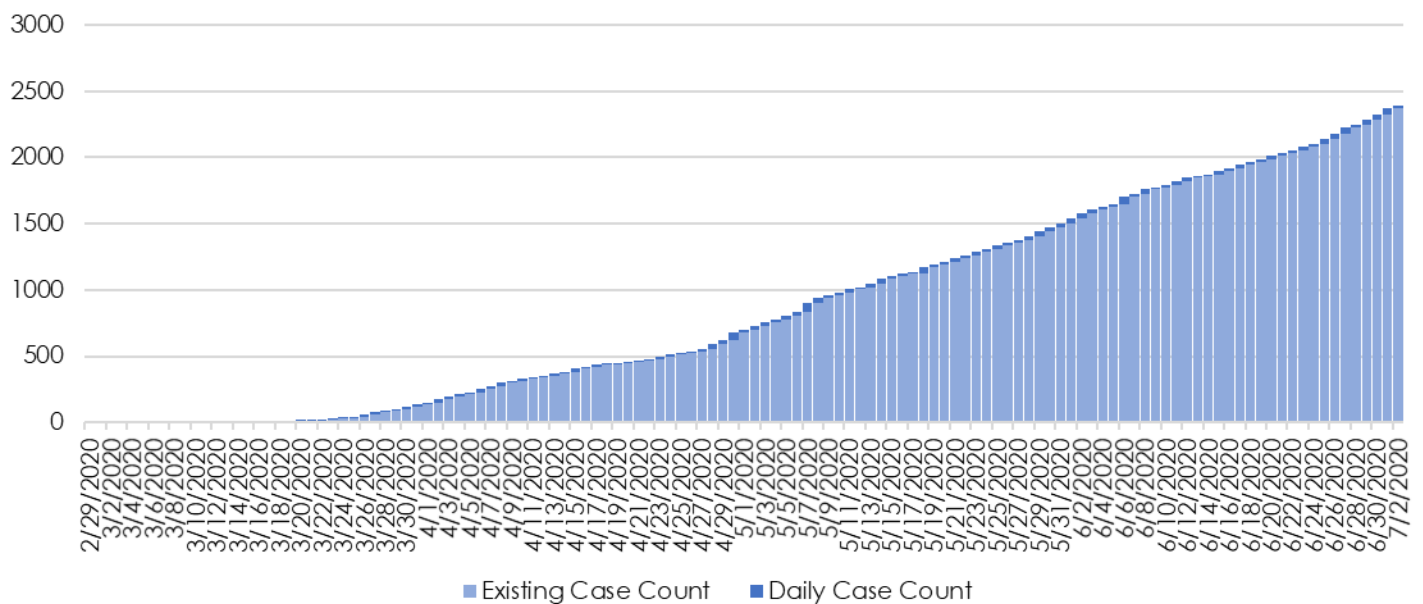
## Epidemiology Update for COVID-19 for Franklin County Public Health, 2020 July 2, 2020, 10:00am

| COVID-19 Case Data*                                                                                                                                                                                                    |                                                             |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------|
| Total Cases                                                                                                                                                                                                            | 2,393<br>(2,289 Confirmed, 104 Probable)                    |            |
| Age Range                                                                                                                                                                                                              | <1 – 102 years                                              |            |
| Median Age                                                                                                                                                                                                             | 46 years                                                    |            |
| Gender                                                                                                                                                                                                                 | 1,273 female                                                | 1,084 male |
| Hospitalized (overall)                                                                                                                                                                                                 | 266                                                         |            |
| ICU Admissions (overall)                                                                                                                                                                                               | 76                                                          |            |
| Deaths***                                                                                                                                                                                                              | 102 (67 White, 28 Black, 3 Asian,<br>2 Hispanic, 2 Unknown) |            |
| Onset Date Range                                                                                                                                                                                                       | 02/23/2020 – 06/28/2020                                     |            |
| Asymptomatic Cases                                                                                                                                                                                                     | 344                                                         |            |
| *Data are pulled from the Ohio Disease Reporting System and are subject to change as additional information is gathered. Some data may have a lag time based on completion of case finding at the time of this report. |                                                             |            |
| ** Probable case counts added to the data as of 4/14/2020.                                                                                                                                                             |                                                             |            |
| ***Cause of death has not yet been determined.                                                                                                                                                                         |                                                             |            |

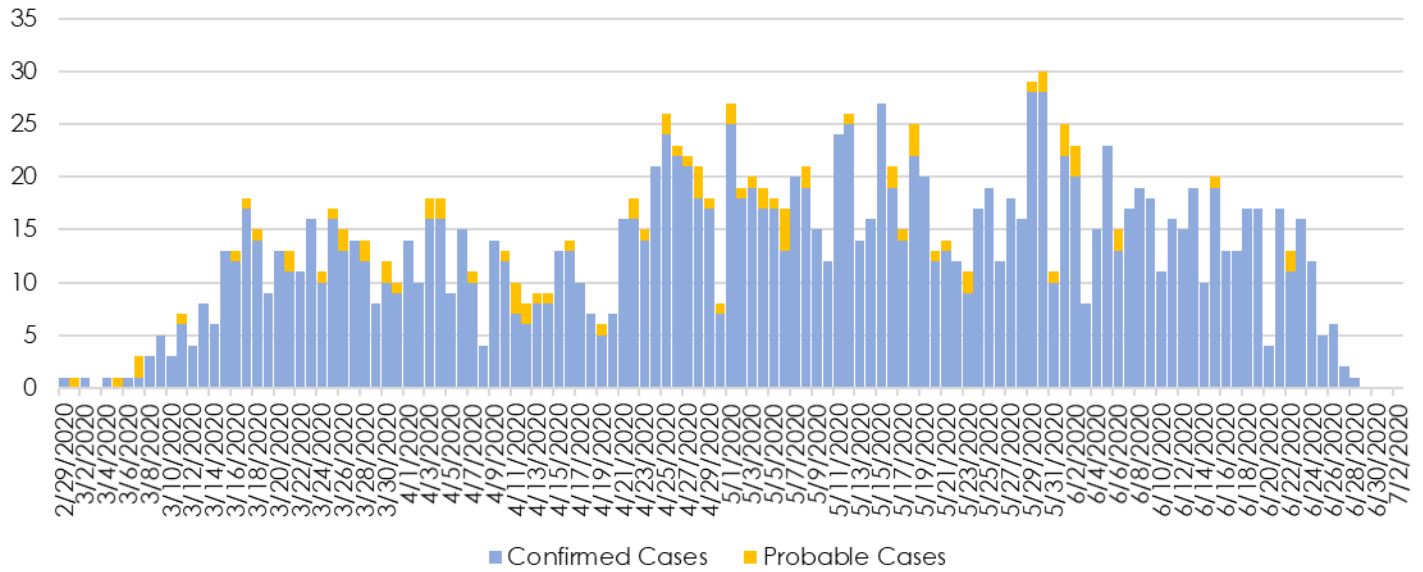
### Cases in Franklin County Public Health Jurisdiction Residing in Another County

|           |       |
|-----------|-------|
| Franklin  | 2,064 |
| Union     | 7     |
| Fairfield | 158   |
| Delaware  | 39    |
| Licking   | 123   |

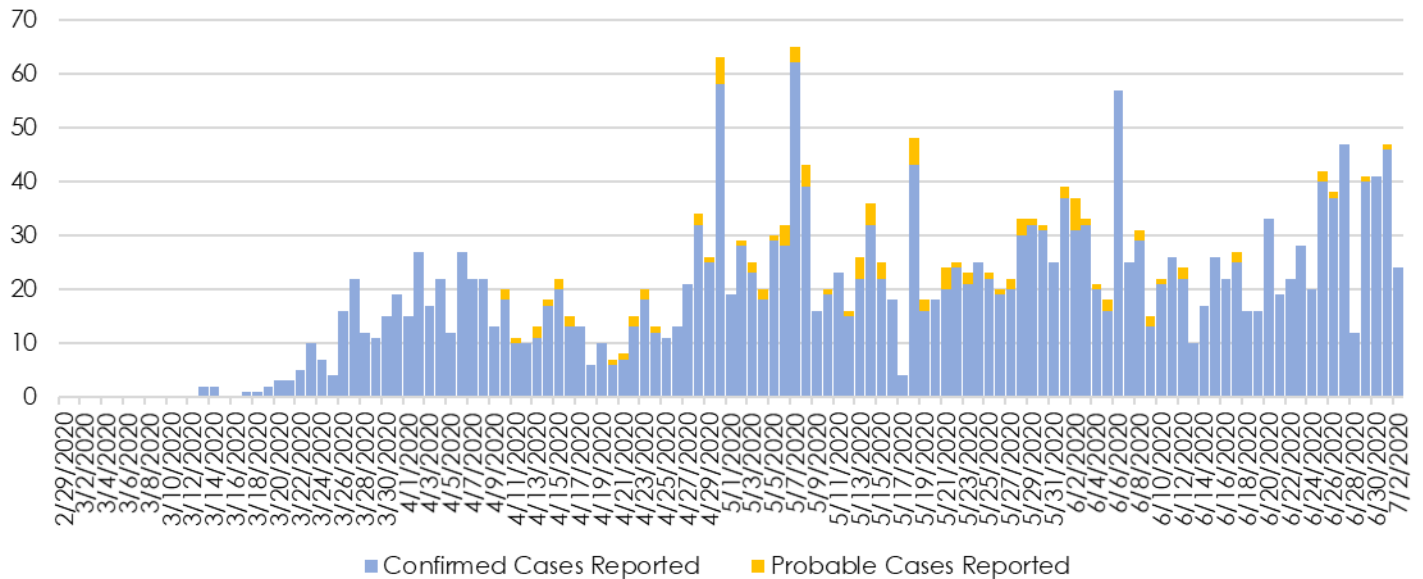
Cumulative Total Confirmed and Probable Cases of COVID-19  
by Reported Date, Franklin County Public Health (N=2,322)

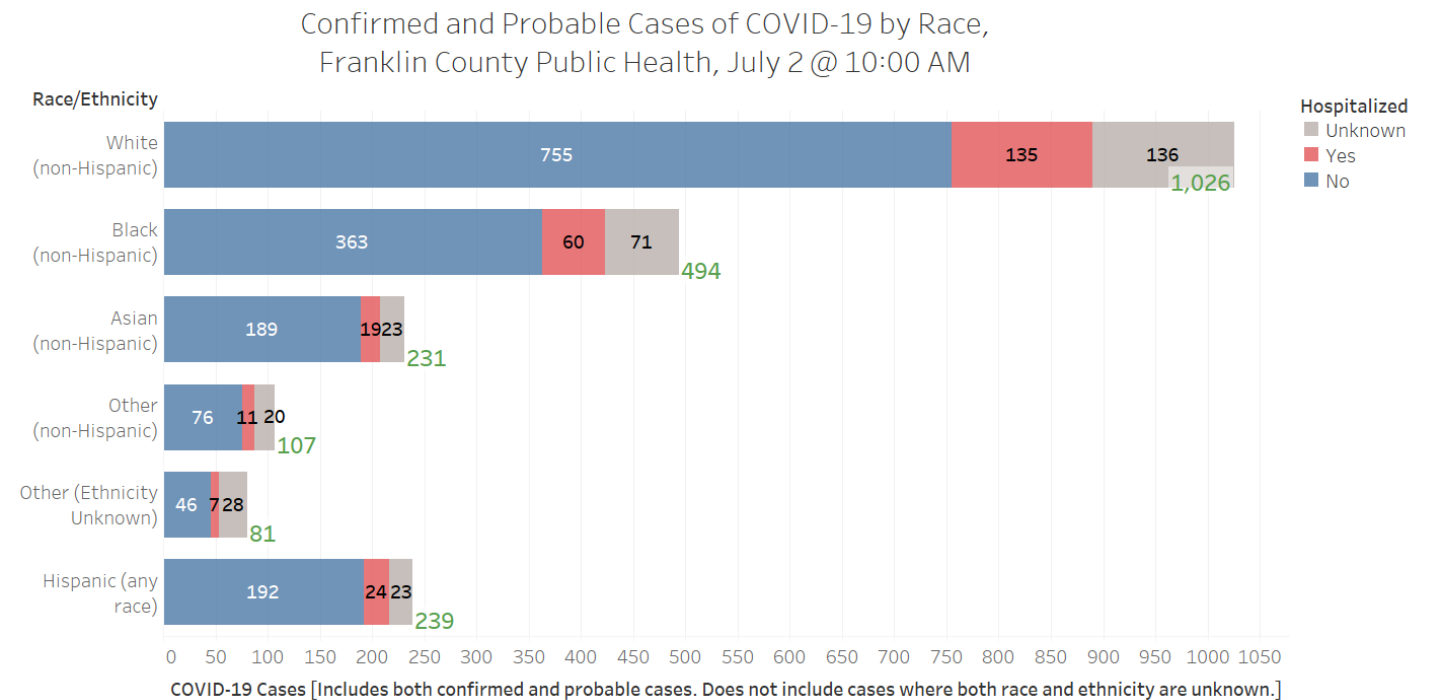
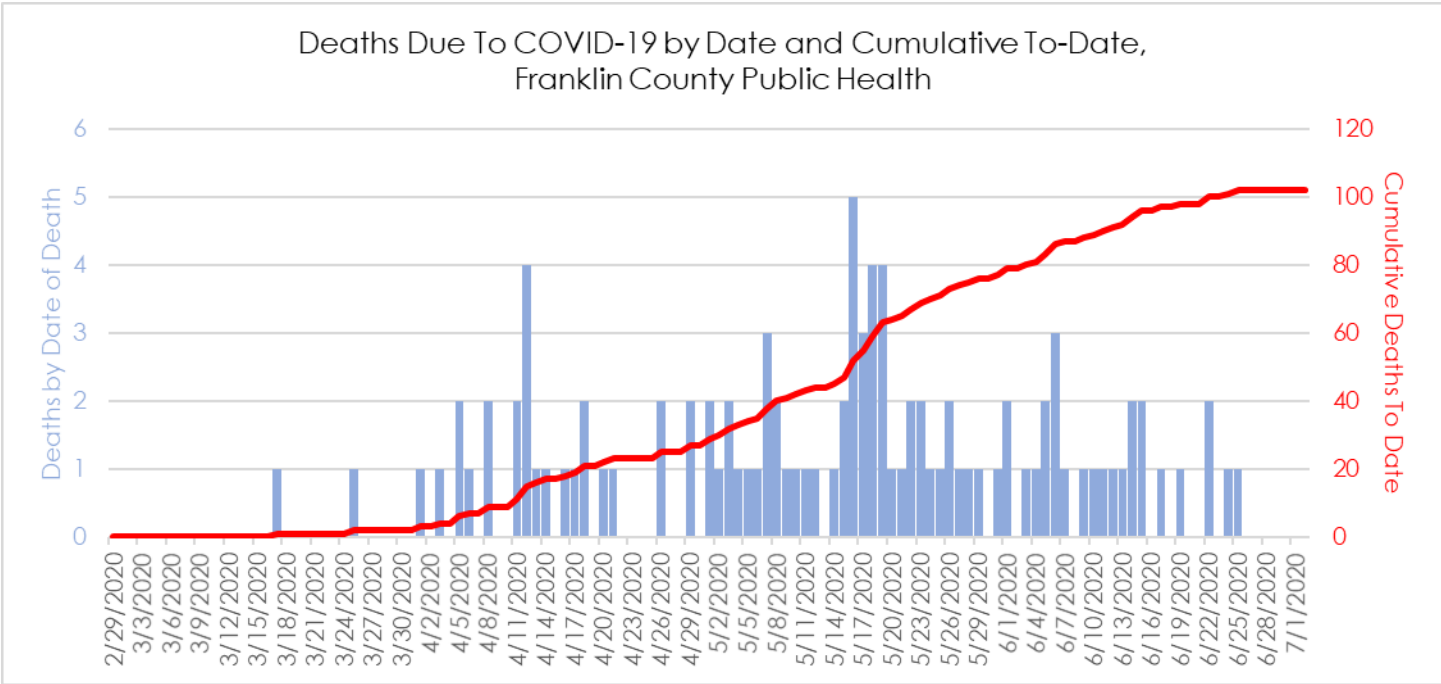


Epidemiological Curve of Confirmed and Probable Cases of COVID-19  
by Onset Date, Franklin County Public Health (N=1,642)

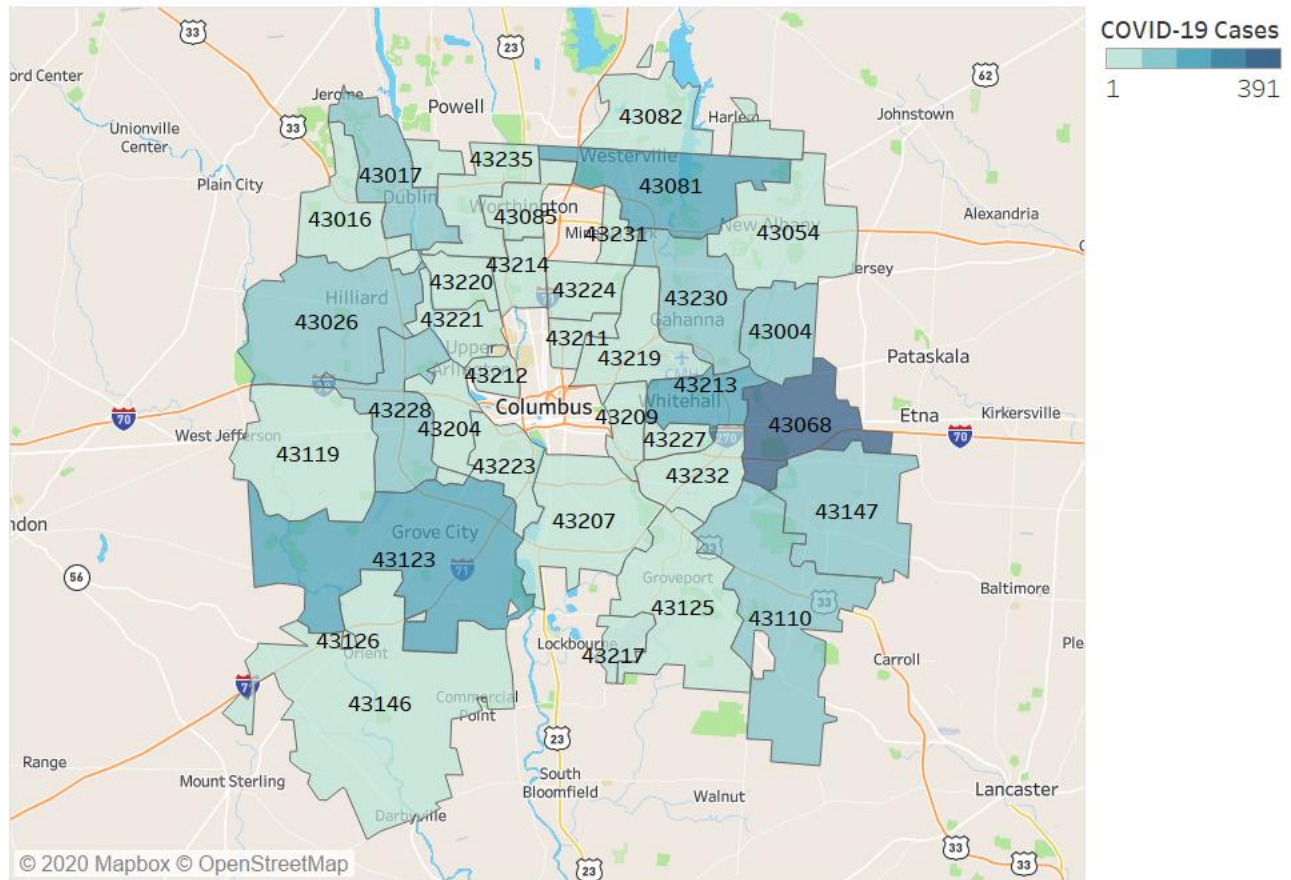


Epidemiological Curve of Confirmed and Probable Cases of COVID-19  
by Reported Date, Franklin County Public Health (N=2,322)





COVID-19 Cases per FCPH ZIP Code, July 2 @ 10:00 AM



**AN ORDINANCE REQUIRING FACE COVERINGS IN ANY PUBLIC SPACE TO  
LIMIT THE SPREAD OF COVID-19, AND DECLARING AN EMERGENCY**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread from person to person; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) reports over 2,545,250 cases of COVID-19 in the United States, resulting in over 126,369 deaths, to date; and

**WHEREAS**, on March 9, 2020, Governor Mike DeWine issued Executive Order 2020-01D, declaring a State of Emergency, as a result of community spread of COVID-19 in the State of Ohio; and

**WHEREAS**, on March 11, 2020, the World Health Organization officially declared COVID-19 to be a global “pandemic” requiring “urgent and aggressive action” to control the spread of the virus; and

**WHEREAS**, the State of Ohio has 52,865 confirmed cases of COVID-19 and 2,876 deaths and continues to experience “community spread” of the virus that causes COVID-19; and

**WHEREAS**, COVID-19 endangers the lives of the citizens of Reynoldsburg, creating an emergency to life and public safety and disrupting commerce; and

**WHEREAS**, the CDC reports that, while people are most contagious when they exhibit symptoms of COVID-19, some spread is possible before an individual may exhibit such symptoms and even when an individual remains asymptomatic; and

**WHEREAS**, on March 22, the Ohio Department of Health issued an Order requiring all Ohioans to stay in their homes to prevent further spread of COVID-19, later amending such Order on April 30, May 20, and May 22, 2020, to allow business to open with the recommendation that facial coverings be worn except in certain circumstances; and

**WHEREAS**, on April 1, 2020, Mayor Joe Begeny issued a Declaration of Emergency in response to COVID-19 to protect the well-being of the citizens of the City as well as those who work, attend school, and visit the City from the dangerous effects of COVID-19; and

**WHEREAS**, as businesses have reopened, more people are traveling in and out of the State of Ohio and within the City of Reynoldsburg; and

**WHEREAS**, a local and statewide emergency continues to exist with limits on mass gatherings and recommendations of social distancing; and

**WHEREAS**, as a result of the above-described emergency, there is a continuing need to protect all citizens and guests of the City of Reynoldsburg from the risks relating to the COVID-19 pandemic; and

**WHEREAS**, the CDC recommends wearing face coverings in public where other physical distancing measures are difficult to maintain to help prevent the spread of COVID-19 from symptomatic, asymptomatic, or unknown carriers to others; and

**WHEREAS**, on July 1, 2020, the Franklin County Department of Health stated, “It’s time to require face coverings to give us the best opportunity to protect and promote the health, safety and economic recovery of our community.”; and

**WHEREAS**, on July 2, 2020, the Governor of the State of Ohio designated Franklin County as a Risk Level 3 with a “very high exposure and spread” with guidance to “limit activities as much as possible,” and the Governor identified Franklin County as the only county in the State of Ohio approaching a Risk Level 4, which would indicate the county has a “severe exposure and spread,” and the Franklin County Commissioners have adopted a resolution urging all communities in the County to encourage and mandate the appropriate wearing of face coverings; and

**WHEREAS**, requiring face coverings to be worn by any person in a public place within the City of Reynoldsburg promotes health, safety, and efforts to limit the spread of COVID-19 while enabling the continuation of essential services, business, and travel necessary to protect public health and safety, and for the continuity of social and commercial life during the state of emergency; and

**WHEREAS**, on July 8, 2020, the Ohio Department of Health, pursuant to Ohio Revised Code Section 3701.13, issued an Order for Butler, Cuyahoga, Franklin, Hamilton, Huron, Montgomery, and Trumbull Counties, stating that “all individuals... shall wear facial coverings at all times” when indoors outside of their place of residence, outside when unable to maintain social distancing, and for ride-sharing or public transportation; and

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**WHEREAS**, the July 8, 2020 Department of Health Order will remain in effect for the affected Counties until each of the Counties no longer is designated as a Level 3 or Level 4 Public Health Advisory alert; and

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**WHEREAS**, the majority of residential and commercial property located in the City of Reynoldsburg is in Franklin County and are subject to the July 8, 2020 Department of Health Order; and

**WHEREAS**, there remains residential and commercial property located in the City of Reynoldsburg that is located in Licking and Fairfield Counties, which are not subject to the July 8, 2020 Department of Health Order but which are in close proximity to Franklin County; and

**WHEREAS**, after consideration of the known information about COVID-19, and in consultation with the Franklin County Department of Health, and considering ~~guidance the July 8, 2020 Order~~ from the Ohio Department of Health, the City Council of the City of Reynoldsburg finds that the safety of its citizens is best protected by implementing a requirement to wear face coverings in public places as set forth herein for the entire City of Reynoldsburg; and

**WHEREAS**, for the reasons stated in this preamble, this Ordinance is hereby declared to be an emergency measure and shall take effect at 8:00 a.m. on July ~~10~~14, 2020.

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

**Section 1.** All individuals within the City of Reynoldsburg shall wear a face covering over the individual's nose, ~~and~~ mouth, and chin in accordance with the following:

~~A. When entering, exiting, or waiting in line to enter a place of business that is open to the public, and while inside a place of business as to the areas within the place of business that are accessible to, and are intended for the use of, the public.~~

~~B.~~

~~C.A. "Place of business" shall be defined as any facility, building, or structure operated by or for a business engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars (including outdoor seating for such facilities), hotels and motels (excluding the rented room or suite), gyms and similar facilities. In any indoor location that is not a residence.~~

~~D.B.~~ When entering, exiting, or waiting in line to enter a City of Reynoldsburg operated building or facility that is open to the public, and while inside a City of Reynoldsburg operated building or facility as to the areas within such City of Reynoldsburg facility that are accessible to, and are intended for the use of, the public.

~~E.C.~~ In any public transportation such as a bus or other public transit vehicle, a taxi or ridesharing vehicle or any other vehicle for hire, or at a transit stop or waiting area for any public transportation. This does not apply to private or rental vehicles where members of a family are sharing a vehicle. This does not apply to vehicles engaged in direct travel through the City that does not stop in the City.

~~F.D.~~ In any outdoor space or outdoor place where or when a person is unable to maintain or does not maintain physical separation of not less than six feet from others who are not members of their own household.

**Section 2.** ~~All places of business shall require all employees that interact with the public to wear a face covering; and all places of business shall only sell or otherwise enter into any transaction of any kind for anything of value in exchange for goods, commodities, services, or provide temporary lodging to those who comply with this Ordinance.~~

~~A. All places of business shall further display a sign(s) at or near the entrance to the business, in a conspicuous manner, setting forth the requirement for facial coverings, consistent with this Ordinance.~~



~~B. Any manager, owner, or person in charge of a place of business who fails or refuses to comply with this Ordinance shall be in violation of this Ordinance and subject to the penalty provisions of Section 5.~~

**Section 2.** The requirement to wear a face covering through this Ordinance does not apply in the following situations:

- A. Any individual who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, or who is unable to remove the face covering without assistance, and any individual who should not wear face coverings under the CDC guidance. An individual is not required to produce medical documentation of the condition or disability, provided an employer may require such documentation from an employee in accordance with state and federal law.
- B. Individuals under 106 years old.
- C. Restaurant and bar patrons while eating or drinking. If a patron is not seated at his or her table or at the bar, a face covering is required.
- D. School individuals, including, but not limited to, students, administrators, and teachers, on or in school or school district facilities, so that schools and school districts may follow the regulations and guidelines promulgated by their governing bodies and the Ohio Department of Education.
- E. In settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments, or while swimming.
- F. Walking or exercising outdoors so long as physical separation of not less than six feet is maintained, or while walking or exercising outdoors with other members of the same household.
- G. While actually engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising.
- H. Any individual who is utilizing outdoor property or facilities and actively engaged in recreational exercise or athletic activities.
- ~~H.I.~~ An individual is actively participating in athletic practice, scrimmage, or competition that is permitted under a Department of Health Order.
- ~~H.J.~~ In an area of a place of business not used by a customer and not intended for access by the general public, as long as individuals are maintaining a safe six-foot distance.
- ~~H.K.~~ To any individual who is communicating with someone who is hearing impaired or has other disability, when such communication requires the speaker's mouth to be visible.

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~~K.L.~~ When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public.

~~L.M.~~ When inside a personal or commercial vehicle either parked or moving that is not a vehicle described in Section 1(C).

~~M.N.~~ Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. These include peace officers, firefighters, and other public safety or emergency medical personnel that support public safety operations.

~~O.~~ Any individual who is not in compliance with this Ordinance but who, upon request of a law enforcement officer, comes into compliance with the Ordinance within a reasonable period of time, shall not be cited under Section 5 of this Ordinance.

~~P.~~ When facial coverings are prohibited by law or regulation, in violation of documented industry standards, or when in violation of a business's documented safety policies.

~~N.Q.~~ Individual is actively participating in broadcast communications.

~~Q.R.~~ Individual is an officiant of religious services.

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**Section 3.** For the purposes of this Ordinance, "face covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A face covering may be factory-made or may be handmade and improvised from household materials. Face coverings include, but are not limited to, bandanas, scarfs, medical masks, and cloth masks; and also include respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a face covering defined in this Section. A face covering shall be worn so as to cover the mouth and nose in compliance with the CDC's guidance on wearing face coverings.

**Section 4.** Whoever violates this Ordinance is subject to a civil penalty in the amount of \$55. Any business who permits an individual(s) in any indoor location who is in violation of this Ordinance shall be subject to a civil penalty in the amount of \$300. For the purpose of this Ordinance, a suspected violation of this Ordinance shall not provide a lawful basis for the initiation of a traffic stop by law enforcement.

**Section 5.** For the reasons set forth in the preamble hereof, the Council of the City of Reynoldsburg declares this Ordinance to be an emergency measure which shall take effect at 8 a.m. on Wednesday, July 15, 2020 and shall remain in effect for entire City for any period of time in which the State of Ohio designates either Franklin, Licking, and/or Fairfield Counties as a Level 3 or Level 4 Public Health Advisory alert pursuant to the Ohio Department of Health Order dated July 8, 2020.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
Leanora Jenkins, Council President

\_\_\_\_\_  
Mollie Prasher, Clerk of Council

\_\_\_\_\_  
Joe Begeny, Mayor

\_\_\_\_\_  
Date

~~Suggestion that there must be a primary basis for a traffic stop before initiating a stop based upon a suspected violation of this ordinance.~~

Attachment: Face Mask Mandate Redline Version (Mandatory Face Mask)

**ORDINANCE NO. 47-2020****AN ORDINANCE REQUIRING FACE COVERINGS IN ANY PUBLIC SPACE TO  
LIMIT THE SPREAD OF COVID-19, AND DECLARING AN EMERGENCY**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread from person to person; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) reports over 2,545,250 cases of COVID-19 in the United States, resulting in over 126,369 deaths, to date; and

**WHEREAS**, on March 9, 2020, Governor Mike DeWine issued Executive Order 2020-01D, declaring a State of Emergency, as a result of community spread of COVID-19 in the State of Ohio; and

**WHEREAS**, on March 11, 2020, the World Health Organization officially declared COVID-19 to be a global “pandemic” requiring “urgent and aggressive action” to control the spread of the virus; and

**WHEREAS**, the State of Ohio has 52,865 confirmed cases of COVID-19 and 2,876 deaths and continues to experience “community spread” of the virus that causes COVID-19; and

**WHEREAS**, COVID-19 endangers the lives of the citizens of Reynoldsburg, creating an emergency to life and public safety and disrupting commerce; and

**WHEREAS**, the CDC reports that, while people are most contagious when they exhibit symptoms of COVID-19, some spread is possible before an individual may exhibit such symptoms and even when an individual remains asymptomatic; and

**WHEREAS**, on March 22, the Ohio Department of Health issued an Order requiring all Ohioans to stay in their homes to prevent further spread of COVID-19, later amending such Order on April 30, May 20, and May 22, 2020, to allow business to open with the recommendation that facial coverings be worn except in certain circumstances; and

**WHEREAS**, on April 1, 2020, Mayor Joe Begeny issued a Declaration of Emergency in response to COVID-19 to protect the well-being of the citizens of the City as well as those who work, attend school, and visit the City from the dangerous effects of COVID-19; and

**WHEREAS**, as businesses have reopened, more people are traveling in and out of the State of Ohio and within the City of Reynoldsburg; and

**WHEREAS**, a local and statewide emergency continues to exist with limits on mass gatherings and recommendations of social distancing; and

**WHEREAS**, as a result of the above-described emergency, there is a continuing need to protect all citizens and guests of the City of Reynoldsburg from the risks relating to the COVID-19 pandemic; and

**WHEREAS**, the CDC recommends wearing face coverings in public where other physical distancing measures are difficult to maintain to help prevent the spread of COVID-19 from symptomatic, asymptomatic, or unknown carriers to others; and

**WHEREAS**, on July 1, 2020, the Franklin County Department of Health stated, “It’s time to require face coverings to give us the best opportunity to protect and promote the health, safety and economic recovery of our community.”; and

**WHEREAS**, on July 2, 2020, the Governor of the State of Ohio designated Franklin County as a Risk Level 3 with a “very high exposure and spread” with guidance to “limit activities as much as possible,” and the Governor identified Franklin County as the only county in the State of Ohio approaching a Risk Level 4, which would indicate the county has a “severe exposure and spread,” and the Franklin County Commissioners have adopted a resolution urging all communities in the County to encourage and mandate the appropriate wearing of face coverings; and

**WHEREAS**, requiring face coverings to be worn by any person in a public place within the City of Reynoldsburg promotes health, safety, and efforts to limit the spread of COVID-19 while enabling the continuation of essential services, business, and travel necessary to protect public health and safety, and for the continuity of social and commercial life during the state of emergency; and

**WHEREAS**, on July 8, 2020, the Ohio Department of Health, pursuant to Ohio Revised Code Section 3701.13, issued an Order for Butler, Cuyahoga, Franklin, Hamilton, Huron, Montgomery, and Trumbull Counties stating that “all individuals... shall wear facial coverings at all times” when indoors outside of their place of residence, outside when unable to maintain social distancing, and for ride-sharing or public transportation; and

**WHEREAS**, the July 8, 2020 Department of Health Order will remain in effect for the affected Counties until each of the Counties no longer is designated as a Level 3 or Level 4 Public Health Advisory alert; and

**WHEREAS**, the majority of residential and commercial property located in the City of Reynoldsburg is in Franklin County and are subject to the July 8, 2020 Department of Health Order; and

**WHEREAS**, there remains residential and commercial property located in the City of Reynoldsburg that is located in Licking and Fairfield Counties, which are not subject to the July 8, 2020 Department of Health Order but which are in close proximity to Franklin County; and

**WHEREAS**, after consideration of the known information about COVID-19, and in consultation with the Franklin County Department of Health, and considering the July 8, 2020 Order from the Ohio Department of Health, the City Council of the City of Reynoldsburg finds that the safety of its citizens is best protected by implementing a requirement to wear face coverings in public places as set forth herein for the entire City of Reynoldsburg; and

**WHEREAS**, for the reasons stated in this preamble, this Ordinance is hereby declared to be an emergency measure and shall take effect at 8:00 a.m. on July 14, 2020.

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

**Section 1.** All individuals within the City of Reynoldsburg shall wear a face covering over the individual's nose, mouth, and chin in accordance with the following:

- A. In any indoor location that is not a residence.
- B. When entering, exiting, or waiting in line to enter a City of Reynoldsburg operated building or facility that is open to the public, and while inside a City of Reynoldsburg operated building or facility as to the areas within such City of Reynoldsburg facility that are accessible to, and are intended for the use of, the public.
- C. In any public transportation such as a bus or other public transit vehicle, a taxi or ridesharing vehicle or any other vehicle for hire, or at a transit stop or waiting area for any public transportation. This does not apply to private or rental vehicles where members of a family are sharing a vehicle. This does not apply to vehicles engaged in direct travel through the City that does not stop in the City.
- D. In any outdoor space or outdoor place where or when a person is unable to maintain or does not maintain physical separation of not less than six feet from others who are not members of their own household.

**Section 2.** The requirement to wear a face covering through this Ordinance does not apply in the following situations:

- A. Any individual who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, or who is unable to remove the face covering without assistance, and any individual who should not wear face coverings under the CDC guidance. An individual is not required to produce medical documentation of the condition or disability, provided an employer may require such documentation from an employee in accordance with state and federal law.
- B. Individuals under 10 years old.
- C. Restaurant and bar patrons while eating or drinking. If a patron is not seated at his or her table or at the bar, a face covering is required.
- D. School individuals, including, but not limited to, students, administrators, and teachers, on or in school or school district facilities, so that schools and school districts may follow the regulations and guidelines promulgated by their governing bodies and the Ohio Department of Education.

- E. In settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments, or while swimming.
- F. Walking or exercising outdoors so long as physical separation of not less than six feet is maintained, or while walking or exercising outdoors with other members of the same household.
- G. While actually engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising.
- H. Any individual who is utilizing outdoor property or facilities and actively engaged in recreational exercise or athletic activities.
- I. An individual is actively participating in athletic practice, scrimmage, or competition that is permitted under a Department of Health Order.
- J. In an area of a place of business not used by a customer and not intended for access by the general public, as long as individuals are maintaining a safe six-foot distance.
- K. To any individual who is communicating with someone who is hearing impaired or has other disability, when such communication requires the speaker's mouth to be visible.
- L. When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public.
- M. When inside a personal or commercial vehicle either parked or moving that is not a vehicle described in Section 1(C).
- N. Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. These include peace officers, firefighters, and other public safety or emergency medical personnel that support public safety operations.
- O. Any individual who is not in compliance with this Ordinance but who, upon request of a law enforcement officer, comes into compliance with the Ordinance within a reasonable period of time, shall not be cited under Section 5 of this Ordinance.
- P. When facial coverings are prohibited by law or regulation, in violation of documented industry standards, or when in violation of a business's documented safety policies.
- Q. Individual is actively participating in broadcast communications.

R. Individual is an officiant of religious services.

**Section 3.** For the purposes of this Ordinance, "face covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A face covering may be factory-made or may be handmade and improvised from household materials. Face coverings include, but are not limited to, bandanas, scarfs, medical masks, and cloth masks; and also include respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a face covering defined in this Section. A face covering shall be worn so as to cover the mouth and nose in compliance with the CDC's guidance on wearing face coverings.

**Section 4.** Whoever violates this Ordinance is subject to a civil penalty in the amount of \$55. Any business who permits an individual(s) in any indoor location who is in violation of this Ordinance shall be subject to a civil penalty in the amount of \$300. For the purpose of this Ordinance, a suspected violation of this Ordinance shall not provide a lawful basis for the initiation of a traffic stop by law enforcement.

**Section 5.** For the reasons set forth in the preamble hereof, the Council of the City of Reynoldsburg declares this Ordinance to be an emergency measure which shall take effect at 8 a.m. on Wednesday, July 15, 2020 and shall remain in effect for entire City for any period of time in which the State of Ohio designates either Franklin, Licking, and/or Fairfield Counties as a Level 3 or Level 4 Public Health Advisory alert pursuant to the Ohio Department of Health Order dated July 8, 2020.

Passed this 13<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Leanora Jenkins, Council President

Attest:

\_\_\_\_\_  
Mollie Prasher, Clerk of Council

\_\_\_\_\_  
Joe Begeny, Mayor

\_\_\_\_\_  
Date

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

## **ORDINANCE REQUEST**

---

**DATE:**           **July 13, 2020**

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

**RE:**             **Amendment to JEDD 2 Contract**

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension:      Emergency

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

This agreement needs to be updated to accommodate a new developer and changes needed for the school district. Emergency passage is needed to meet the time frame of the development project.

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND  
DELIVERY OF AMENDMENT NO. 2 OF THE JOINT ECONOMIC DEVELOPMENT  
DISTRICT CONTRACT NO. 2 BETWEEN ETNA TOWNSHIP AND THE CITY OF  
REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Reynoldsburg and the Township of Etna (“Contracting Parties”) entered into a Joint Economic Development District Contract on or about December 21, 2015 (“JEDD II” or the “Original Contract”); and

**WHEREAS**, the Contracting Parties entered into Amendment No. 1 to the Original Contract on August 21, 2018, for the purpose of increasing the income tax rate in the District to two (2%) percent;

**WHEREAS**, the parties now desire to amend the Original Contract to modify the JEDD II revenue disbursements for two specified Project Sites, comprising approximately 30 acres for Project Site 1 and 44 acres for Project Site 2; and



## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

**WHEREAS**, pursuant to Ohio Revised Code Section 715.72, the proposed amendment does not add or remove territory in the District and, therefore, there is no requirement to hold a public hearing on the amendment; and

**WHEREAS**, this day this Council finds this Ordinance should be passed as an emergency to facilitate proposed development at the specified Project Sites.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNODLSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO that:**

**Section 1.** That Amendment No. 2 to JEDD II with Etna Township be approved, modifying the JEDD II revenue disbursements for the Project Sites specified in Exhibits C and D attached to the Amendment.

**Section 2.** The Mayor, the City Auditor, the City Attorney, and the Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effectuate Amendment No. 2 of JEDD II.

**Section 3.** The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees, Southwest Licking Local School District, and C5 Southgate LLC.

**Section 4.** The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees, Southwest Licking Local School District, and C5 Mink St, LLC.

**Section 5.** All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

**Section 6.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore upon passage by City Council, this Ordinance shall take effect immediately upon the Mayor's signature.

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 2)**

**AMENDMENT NO. 2**

**BY AND BETWEEN**

**CITY OF REYNOLDSBURG**

**(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO**

**AND**

**ETNA TOWNSHIP (LICKING COUNTY), OHIO**

**Dated as of**

\_\_\_\_\_, 2020

Attachment: Amendment No. 2 to JEDD 2 Contract (JEDD 2 Contract Amendment)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 2),  
AMENDMENT NO. 2**

This Joint Economic Development District Contract (JEDD 2), Amendment No. 2 (hereafter “Amended Contract No. 2”) entered into pursuant to Ohio Revised Code 715.72, et seq., dated as of \_\_\_\_\_, 2020, 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”) a township and political subdivision organized and existing under the laws of the State of Ohio, and, together with the City, the (“Contracting Parties”).

**WITNESSETH:**

WHEREAS, the Township and the City previously entered into a Joint Economic District Contract dated December 23, 2015, a copy of which is attached hereto as Exhibit “A” (hereafter “Original JEDD Contract”), and further entered into an amendment to said Joint Economic Development District Contract dated August 21, 2018, a copy of which is attached hereto as Exhibit “B” (hereafter, “Amended Contract No. 1”);

WHEREAS, the Township and the City now desire to achieve a second amendment to said Original JEDD Contract, as amended, to modify the JEDD revenue disbursements as set forth in Section 4.2 of said Original JEDD Contract. This modification of the JEDD revenue disbursements shall apply only to the two Project Sites described below and shall not pertain to any other properties located within Joint Economic Development District No. 2. The Township and City agree that all terms and conditions set forth in said Original JEDD Contract, as amended, shall remain in full force and effect for all properties located within Joint Economic Development District No. 2, other than the said two Project Sites; and

WHEREAS, the Project Sites which are is both included within Joint Economic Development District No. 2 are is comprised of property consisting of approximately 30 acres depicted on Exhibit “C”, as more particularly described thereon, which Exhibit is attached to this Amended Contract No. 2 and incorporated herein by reference (hereafter the “Project Site No. 1”), and property consisting of approximately 44 acres depicted on Exhibit “D”, as more particularly described thereon, which Exhibit is attached to this Amended Contract No. 2 and

incorporated herein by reference (hereafter “Project Site No. 2”), Project Site No. 1 and Project Site No. 2 are herein collectively referred to as the “Project Sites” ; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 2, the City and Township agree and bind themselves, their agents, employees and successors as follows:

1. This Amended Contract No. 2 shall apply solely to the Project Sites as described above.
2. The Contracting Parties hereby agree to delete Sections 4.2. and 4.3. of the Original JEDD Contract in their entirety and replace them with the following:

**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, 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 to the JEDD Board 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 two percent (2%) of the Gross Revenue.

4.2.1.3. Pay to 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. Pay to 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 Revenue remaining after payment of the distributions set forth in Section 4.2.1. above (hereinafter the “Net Revenue”):

4.2.2.1. Pay Twenty percent (20%) of the Net Revenue to the City of Reynoldsburg;

4.2.2.2. Pay Ten percent (10%) of the Net Revenue to the Board Improvement Account;

4.2.2.3. Pay Five percent (5%) of the Net Revenue 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 2 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. Pay Five percent (5%) of the Net Revenue 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. Pay fifteen percent (15%) of the Net Revenue derived from the levy of the income tax provided for herein on the Project Site<sup>s</sup> to the Licking County Commissioners for thirty (30) years. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall thereafter be ten percent (10%) of the Net Revenue for the duration of the JEDD 2 Contract; and

4.2.2.6. Pay 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 Fund,

including to the extent available, but not limited to, a summary of the amounts of JEDD 2 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 “SWLSD Payment” is an amount equal, for the period during which it is due pursuant to this Section 4.3.1., to thirty percent (30%) of the Gross Revenue derived from the levy of the income tax provided for herein on the Project Site<sup>s</sup> 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.

3. All other terms and conditions contained within the Original JEDD Contract, as amended, shall remain in full force and effect.
4. This Amended JEDD Contract No. 2 shall become effective upon adoption of a Resolution approving the same by the Township and an Ordinance approving the same by the City, which such Resolution and Ordinance must be adopted within ninety (90) days of each other.

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG  
HAVE CAUSED THIS AMENDED JEDD CONTRACT NO. 2 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 Etna Township

**CITY OF REYNOLDSBURG**

\_\_\_\_\_  
By: Joe Begeny, Mayor

Date: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chris Shook, Esq.  
City Attorney

Attachment: Amendment No. 2 to JEDD 2 Contract (JEDD 2 Contract Amendment)

### 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 2020 under the foregoing Amended 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

### FISCAL OFFICERS' CERTIFICATIONS

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 2020 under the foregoing Amended 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



# **Exhibit A**

## **Original JEDD 2 Contract**

Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)

**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**

December 23, 2015

Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)

JEDD 2

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## JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of December 23, 2015, 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 - 2 (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 328+/- acres depicted in Exhibit A and more particularly described in Exhibit B, 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. 114-15, passed by the City Council on December 21, 2015, and Resolution No. 15-12-22-02 unanimously adopted by the Township Trustees on December 22, 2015.

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)

Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)



## 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 715.78 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 and B 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 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

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 4.2.4.1. 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 - 2." 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 Exhibit "B" 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 715.73(C) 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 for ProLogis Park 70-Etna that involves 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 an arrangement to partially reimburse ProLogis for the construction of a public road.

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 715.81, 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 715.74, 715.80 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" and "B" 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" and "B" 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 715.74 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" and "B"). 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 one of the Contracting Parties without the consent of the other Contracting Party.

The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the Township 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 and 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, 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. 715.78(A)(2).

**Section 3.2 Officers and Compensation.** The members of the Board shall serve without compensation as such members. 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 constitute the Officers of the Board) from among its members: a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office by resolution of the Board. 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. 715.78.

**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 may be held at the offices of the City or the Township or at other locations within Licking County as determined by the Board. 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, and

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 715.74 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, 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 constructed in, or which directly benefit, the JEDD. 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.

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)

## 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 one and one-half percent (1½%) in the District in accordance with Section 715.74 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 one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of one and one-half percent (1½%), 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 one and one-half percent (1½%). 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 715.74 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 715.74 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 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 an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.1.2. 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.

4.2.1.3. 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. Twenty percent (20%) to the City of Reynoldsburg;

4.2.2.2. Seventy percent (70%) to Etna Township;

4.2.2.3. Ten percent (10%) to the Board Improvement Account.

However, in the event that the Township, and all other necessary entities, have entered into such tax abatement, tax incentive, and/or development and compensation agreements, including the approval of all necessary legislation, as required by the Township, including such agreements and approvals as are applicable to the Southwest Licking Local School District, then, and in that event, distribution by the Administrator shall not be in accordance with Sections 4.2.1. and 4.2.2., but instead shall be in accordance with the following:

4.2.3. From the Gross Revenue:

4.2.3.1. 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, for the long term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue.

4.2.3.2. 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 (through the Regional Income Tax Agency ("RITA")), 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.



4.2.3.3. Repay the Contracting Parties the costs that they incurred to establish the District, if any, until paid in full, pro rata based on such cost.

4.2.4. From the Net Revenue:

4.2.4.1. Pay the SWLSD Payment as provided for in Section 4.3;

4.2.4.2. To the City of Reynoldsburg an amount equal to twenty percent (20%) of the Net Revenue;

4.2.4.3. To Etna Township an amount equal to fifty percent (50%) of the Net Revenue;

4.2.4.4. To the Board Improvement Account, an amount equal to ten percent (10%) of the Net Revenue.

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 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** The "SWLSD Payment" is an amount equal, for the period during which it is due pursuant to this Section 4.3, to twenty percent (20%) of the Net Revenue. The SWLSD Payment shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLSD Payments equals the sum agreed to between the Township and the SWLSD (hereafter the "Total Sum"), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building in the District is first occupied by a tenant or end user. Upon payment in full of the Total Sum to the SWLSD,

said Payment shall thereafter revert to, be added to, and become a part of the Net Revenue paid to the Township, which shall thereafter receive an amount equal to seventy percent (70%) of the Net Revenue.

**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, (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, and (iii) the adoption of a resolution of the Board of County Commissioners of Licking County approving the creation of the Etna-Reynoldsburg Joint Economic Development District. 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 at any time, for any reason, 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 annexation 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. 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 equally 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 31<sup>st</sup> 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.

**Section 6.4 Periodic Review.** On or about the tenth (10<sup>th</sup>) anniversary of the Effective Date, and each tenth (10<sup>th</sup>) 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 (10<sup>th</sup>) 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 4.2.1.3 or 4.2.3.3.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. 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.** 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.

**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 715.81 of the Revised Code. In the event that Sections 715.72 through 715.81 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 715.81 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 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 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 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.

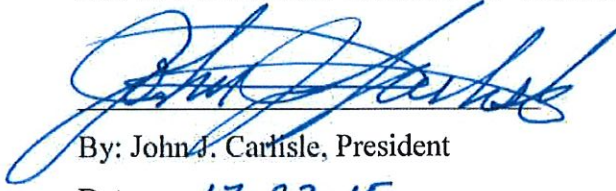
**Section 6.16 Applicability of City Ordinances.** No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, 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: 12-23-15

Resolution No. 15-12-22-02

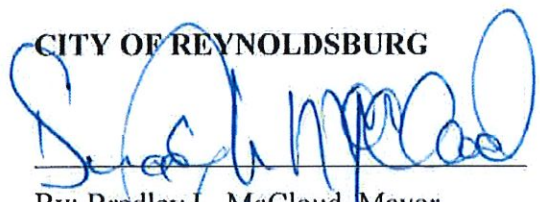
**APPROVED AS TO FORM:**



John B. Albers II, Esq.

Attorney for Township

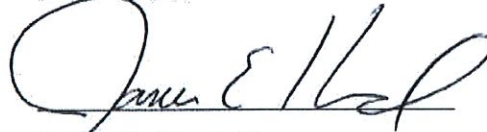
**CITY OF REYNOLDSBURG**

  
By: Bradley L. McCloud, Mayor

Date: 12/21/15

Ordinance No. \_\_\_\_\_

**APPROVED AS TO FORM:**



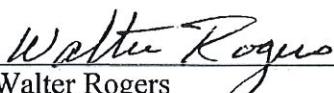
James E. Hood, Esq.

City Attorney

Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)

### 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 2015 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 2015 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.

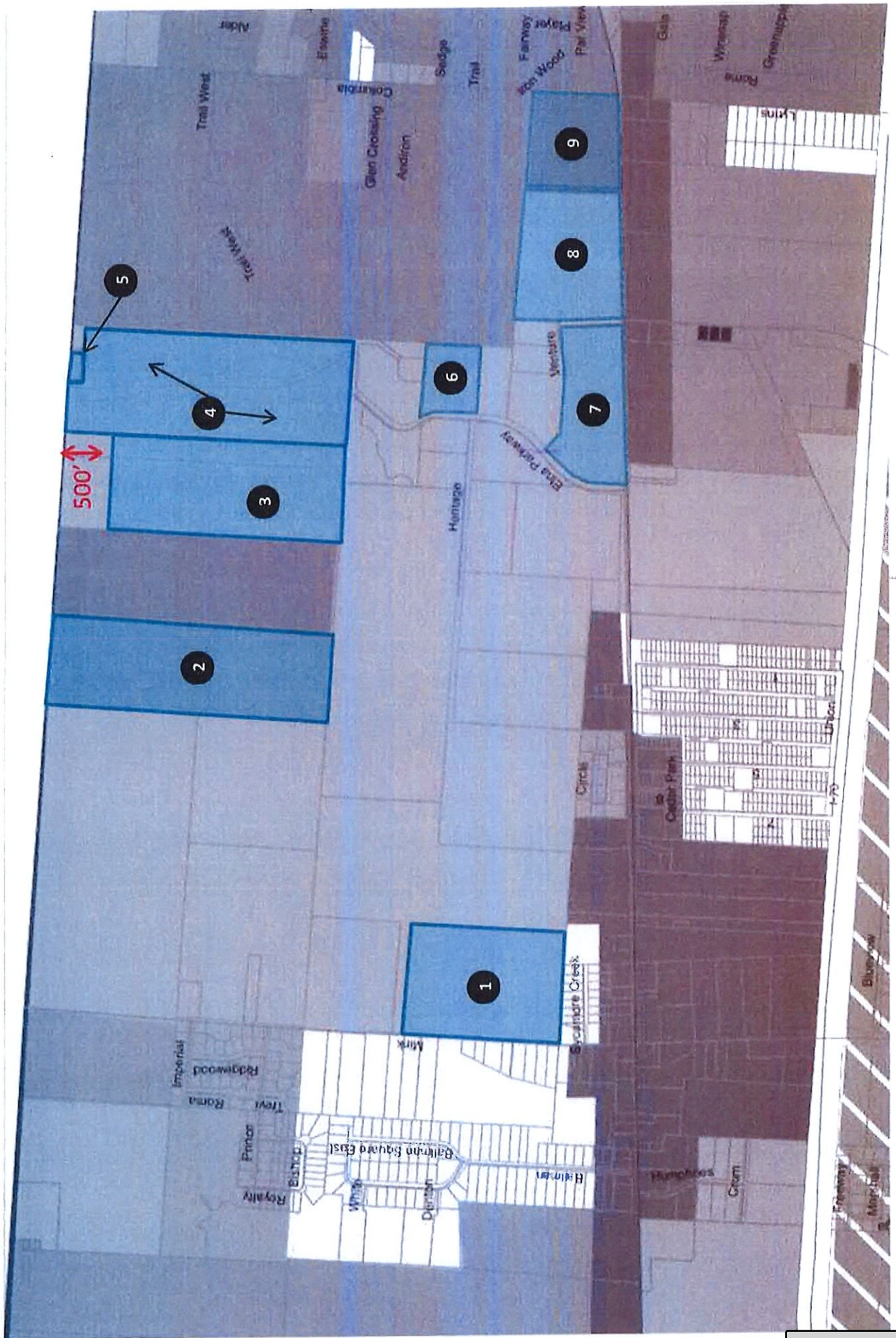
  
By: Richard Harris  
Reynoldsburg City Auditor

Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)





Etna-Reynoldsburg Joint Economic Development District – 2 EXHIBIT A



Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)



| Map # | Property Owner                    | Property Address                            | Parcel #          | Acres  | Current Zoning | Current Use                   | Vacant | Current Business                                   |
|-------|-----------------------------------|---------------------------------------------|-------------------|--------|----------------|-------------------------------|--------|----------------------------------------------------|
| 1     | Carol Duval Trustee               | 9196 Mink Street<br>Pataskala, Ohio 43062   | 010-017886-00.000 | 43.578 | M-1            | Agriculture                   | Yes    |                                                    |
| 2     | Ronald Kissell                    | Refugee Road                                | 010-017406-00.000 | 65.000 | M-2            | Agriculture                   | Yes    |                                                    |
| 3     | Windfall Custom Investments LLC   | 11713 Refugee Road<br>Pataskala, Ohio 43062 | 010-017562-00.000 | 56.000 | M-1            | Agriculture                   | No     | EXCLUDING THE FIRST 500' PORTION FROM REFUGEE ROAD |
| 4     | Farm View/Refugee LLC             | Etna Pkwy Etna, Ohio<br>43062               | 010-018330-00.000 | 73.000 | M-1            | Agriculture                   | No     |                                                    |
| 5     | Majestic View Farms               | Refugee Road                                | 010-020286-00.000 | 1.122  | M-1            | Agriculture                   | No     |                                                    |
| 6     | Southgate Co. Limited Partnership | 1225 Heritage Drive Etna,<br>Ohio 43062     | 010-017154-00.007 | 8.352  | M-1            | Manufacturing                 | Yes    |                                                    |
| 7     | Southgate Co. Limited Partnership | Venture Drive Etna, Ohio<br>43062           | 010-017154-00.015 | 25.305 | M-1            | Manufacturing                 | Yes    |                                                    |
| 8     | Southgate Co. Limited Partnership | Southgate Pkwy. Etna,<br>Ohio 43062         | 010-017154-00.016 | 33.009 | M-1            | Manufacturing                 | Yes    |                                                    |
| 9     | Hebron Ventures LTD               | National Road Etna, Ohio<br>43062           | 010-017154-00.001 | 23.131 | GB-1           | Manufacturing and Agriculture | Yes    |                                                    |

328.497

**Exhibit C**

**BYLAWS  
GOVERNING  
ETNA – REYNOLDSBURG  
JOINT ECONOMIC DEVELOPMENT  
DISTRICT  
(JEDD2)**

Attachment: JEDD 2 Original Contract Exhibit A (JEDD 2 Contract Amendment)

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

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 \_\_\_\_\_, 2015, 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 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 715.78, 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 serve without compensation. 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 715.78 and the

Contract. The other officers shall be elected by and from the members of the Board; provided that the same Board member may serve as Secretary and 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 one-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 715.78 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 and place 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 March 1, 2016, at which time the Board shall determine the initial location for its meetings and 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.

For the purpose of receiving mail and other notices, the initial mailing address of the Board shall be the Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188, and shall continue to be such until changed by the Board of Directors.

(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 one-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 715.74 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 "JEDD Income 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 Section 9 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 Section 4 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. 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 a General Fund for the operation and administration of the District. 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 JEDD Income 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 \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_.

ETNA – REYNOLDSBURG  
JOINT ECONOMIC DEVELOPMENT DISTRICT

\_\_\_\_\_  
Secretary

# **Exhibit B**

## **JEDD 2 Contract Amendment No. 1**

Attachment: JEDD 2 Contract Amendment No. 1 Exhibit B (JEDD 2 Contract Amendment)

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT  
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192

(JEDD 2 CONTRACT)

AMENDMENT NO. 1

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

Attachment: JEDD 2 Contract Amendment No. 1 Exhibit B (JEDD 2 Contract Amendment)



**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1,  
(JEDD 2 CONTRACT)**

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, 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.

**WITNESSETH:**

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 6.3 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

**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 715.74 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

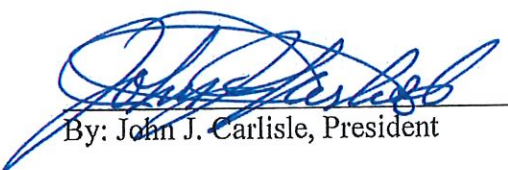
Attachment: JEDD 2 Contract Amendment No. 1 Exhibit B (JEDD 2 Contract Amendment)

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.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.
3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG  
HAVE CAUSED THIS AMENDED CONTRACT NO. 1 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: 8-21-18

Resolution No. 1808-2103

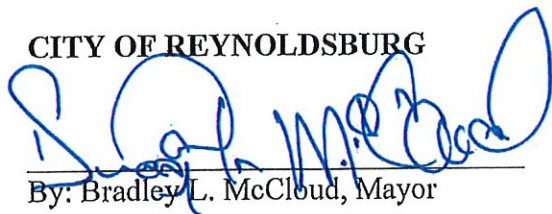
Attachment: JEDD 2 Contract Amendment No. 1 Exhibit B (JEDD 2 Contract Amendment)

APPROVED AS TO FORM:



John B. Albers II, Esq.  
Attorney for Township

CITY OF REYNOLDSBURG

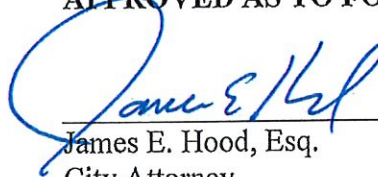


By: Bradley L. McCloud, Mayor

Date: 9-28-2018

Ordinance No. 90-18

APPROVED AS TO FORM:



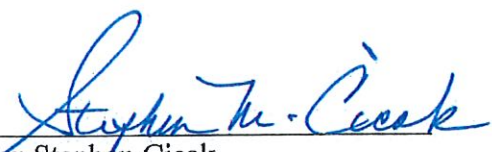
James E. Hood, Esq.  
City Attorney

**FISCAL OFFICER CERTIFICATE**

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 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, 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 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, 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 C****Map and Description of Project Site**

The Project Site is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2019 parcel number listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), and depicted on the map attached hereto:

010-017154-00.016

The Project site is expected to be purchased by C5 Southgate, LLC from Southgate Company Limited Partnership.

Attachment: JEDD 2 Map and Description Project Site Exhibit C (JEDD 2 Contract Amendment)





OnTrac Property Map





## DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020, 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”); the Southwest Licking Local School District, a political subdivision of the State of Ohio through its Board of Education (the “School District”); and C5 Southgate, LLC, a Delaware limited liability company (the “Developer”).

### WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (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 (collectively with all amendments, the “JEDD Contract”, 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 Project Site represents approximately 30 acres of the total of JEDD acreage of approximately 230 acres; and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (with all amendments, the “TIF Resolution”, 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, provided, further, that the TIF shall be implemented on a non-school basis such that the Township will hold the School District harmless with respect to the TIF (in other words, pursuant to R.C. 5709.75(C)(1), the Township will pay the School District what it would have received in real property taxation from the Project Site, but for the TIF); and

WHEREAS, the Board of Education of 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, the School District and the Developer 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 the Developer 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 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 JEDD Board of Directors (the "JEDD Board") has adopted a resolution to levy an income tax at a rate of two percent (2%) 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%) 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 high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. In the event that the income tax rate within the JEDD is reduced to below two percent (2%), the approvals and consents of the School District hereunder and waiver of statutory rights with respect to the CRA and TIF shall be immediately revoked. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the 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, beginning on the effective date of an amendment to the JEDD Contract providing for such distribution, which the City and Township shall cause to be no later than October 1, 2020. 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 Local School District Payment (“SWLLSD 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 not to exceed two percent (2%) 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 SWLLSD Payment is in consideration for the School District’s approval of the CRA Agreement and TIF and is an amount equal, for the period during which it is due pursuant to this paragraph, to thirty percent (30%) of the Gross Revenue. The SWLLSD Payment shall be due for a period of not less than thirty (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 twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to ten percent (10%) of the Net Revenue; (3) to the Career and Technology Centers of Licking County (“C-Tec”), an amount equal to five percent (5%) of the Net Revenue for the same term as the SWLLSD Payment; (4) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (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 4.2.2.5. of the JEDD Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, C-Tec, the County and the TID 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.

The parties acknowledge that the amendment to the JEDD Contract modifies the distribution percentages for income tax revenues generated by the Project Site only and does not modify the distribution percentages for the remaining parcels included within the JEDD. In order to facilitate proper distribution of revenue, the Developer agrees to require any contractor working directly or indirectly for the Developer (e.g., including general contractors and subcontractors working on construction contracted for by the Developer) on the Project Site and any tenant who conducts business on the Project Site to report other business activity within the JEDD that is not on the Project Site. If the Developer, contractor, and/or tenant is conducting business that generates income tax revenue on the Project Site and on another parcel located in the JEDD, the Developer, contractor, and/or tenant shall specify on a separate form the amount of income tax, whether from wage withholding or net profit tax, generated specifically from both the Project Site and revenue generated from business activity within the JEDD that is not on the Project Site on a form submitted directly to the City Tax Administrator. This form shall be provided within ten (10) days after the tax reporting date to the Regional Income Tax Agency (“RITA”).

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

E. The Developer agrees to expend up to \$400,000 to construct or cause to be constructed, an extension of Venture Drive from its current terminus to Southgate Parkway (the “Venture Drive Extension”. The Township agrees to complete the resurfacing of Southgate Parkway concurrently with the completion of the Venture Drive Extension, with the specific timing to be agreed upon by the Township and the Developer. From the Net 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 the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds contingent upon approval of Township– the Developer for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the completion of the Venture Drive Extension (the “Costs”). The Developer 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)(8)). The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site (after a portion of the TIF service payments are paid to the School District and Licking County Joint Vocational School District as provided in the TIF Resolution, which portion shall equal the amount the School District and the Licking County Joint Vocational School District would have received, but for the TIF pursuant to R.C. 5709.75(C)(1)) shall be deposited into the JEDD 2 TIF Account No. 1 (the “C5 Southgate TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The

Township agrees that the net TIF service payments deposited into the C5 Southgate TIF Account shall be used to reimburse the Developer for its Costs associated with the Venture Drive Extension until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues to pay Costs (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) (the “Net BIA Deposit”), the reimbursement for Costs paid to the Developer 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 100,000 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 the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80% of the amount deposited into the C5 Southgate TIF Account until the Developer 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 C5 Southgate TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the C5 Southgate TIF Account in any one reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

Except as provided in Section 2.E of this Agreement with respect to the Venture Drive Extension, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. 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 JEDD, one member representing the persons working within the JEDD, 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 portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that any portion of the Project Site is removed from the JEDD without School District approval, School District consent to the CRA and TIF hereunder and waiver of its statutory rights to notice and compensation with respect to the same shall be immediately deemed revoked. 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 as described in Section 2(E)(b) hereof.

### 3. Township 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 the Developer 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 the Developer 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. The Developer 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 the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion and for the School District to revoke its consents and approvals hereunder with respect to the Project Site.

D. At the election of the Township, the Developer agrees to cooperate with a qualified “developer” (as that term is used in R.C. Section 349.01, the “Statutory Developer”) in connection with the filing by that the Statutory Developer of a petition (the “Petition”) pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter “NCA”) inclusive of the Project Site. The Developer agrees to grant the Statutory Developer such interests in the Project Site as

may be necessary to enable the Statutory Developer to form the NCA. The Developer and Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a “Community Development Charge”) pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than 30 days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the Township may provide from time to time.

#### 4. School District Compensation Payments

As consideration for the School District’s approval of the CRA Agreement, the TIF Resolution and this Agreement, the Developer shall provide and account for additional payments to the School District, including specifically:

- (i) 15 annual payments of (i) one and one half cent per leasable square foot of the new building at the Project Site, PLUS (ii) any difference between two cents per leasable square foot of the new building at the Project Site and revenue received by the School District in the immediately preceding year and representing revenues of the JEDD with respect to the Project (each a “School District Payment,” and collectively, the “School District Payments”). The amount of square feet shall be determined in the same manner as Section 3(D) of this Agreement.
- (ii) an amount equal to \$10,000 to offset legal fees incurred by the School District in connection with the negotiation of the CRA Agreement, this Agreement, and other related documents (the “School District Legal Fee Payment”).

The first School District Payment shall be paid from the Developer to the School District no later than 30 days after the date on which the County’s CRA Housing Officer certifies the CRA

exemption application to the Licking County Auditor for the Project (the “School Payment Date”). Each subsequent School District Payment shall be paid from the Developer to the School District no later than 30 days after each annual anniversary of the School Payment Date. Each School District Payment shall be delivered to the notice address provided in Section 7(I) of this Agreement or such other address as the School District may provide from time to time.

The School District Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the School District no later than 30 days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the School District may provide from time to time.

Failure of the Developer to pay the amounts due under this Section 4 shall be an event of default hereunder and subject to the remedies provisions set forth in Section 6.

#### 5. Cooperation by Property Owner

The Developer 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. The Developer 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, School District Payments, any required community development charges, and to prohibit lessees and assignees from challenging the validity of the School District Payments, JEDD Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

#### 6. 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.

#### 7. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that (i) the School District shall receive written notice of all such assignments no later than 15 days prior to the effective date of each assignment, and (ii) any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet the requirements of (i) and (ii) above shall not be effective. 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. 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.



C. 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 the Developer, 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 7.C 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.

D. The Heath-Newark-Licking County Port Authority may or may not be a party to the CRA Agreement as capital lessor of any buildings on the Project Site; however, all obligations of the Developer under this Agreement, including the obligations to make compensation payments (including the School District Payment) and to assure payment of the JEDD income tax, will remain obligations of the Developer.

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

And

Kip Wahlers  
 Ice Miller LLP  
 250 West Street, Suite 700  
 Columbus, Ohio 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 the School District:

Richard D. Jones  
Treasurer  
Southwest Licking Local School District  
927-A South Street  
Pataskala, Ohio 43062

With a copy to:

Robert F. McCarthy  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215

If to the Developer, to:

Doug Armbruster  
Senior Vice President  
C5 Southgate, LLC  
250 Grandview Drive, Suite 260  
Fort Mitchell, KY 41017

With a copy to:

Linda Booker  
Core5 Industrial Partners  
1230 Peachtree Street NE  
Suite 3560  
Atlanta, GA 30309

And:  
Scott J. Ziance, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 E. Gay Street  
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]

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**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: \_\_\_\_\_

**CITY OF REYNOLDSBURG, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney, Reynoldsburg, Ohio

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**C5 SOUTHGATE, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Kandee Engle, the Board President and Richard D. Jones, the Treasurer of the Southwest Licking Local School District, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of C5 Southgate, LLC, a \_\_\_\_\_ limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)

**EXHIBIT A**  
**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Copy of CRA Agreement**  
**(attached hereto)**

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)

**EXHIBIT B**  
**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Copy of JEDD Contract**  
**(attached hereto)**

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)

**EXHIBIT C**  
**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Copy of TIF Resolution**  
**(attached hereto)**

Attachment: JEDD 2 DCA with Southgate [Revision 1] (JEDD 2 Contract Amendment)



DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020, 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”); the Southwest Licking Local School District, a political subdivision of the State of Ohio through its Board of Education (the “School District”); and C5 Mink St, LLC, a Delaware limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (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 (collectively with all amendments, the “JEDD Contract”, 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 Project Site represents approximately 44 acres of the total of JEDD acreage of approximately 230 acres; and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (with all amendments, the “TIF Resolution”, 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, provided, further, that the TIF shall be implemented on a non-school basis such that the Township will hold the School District harmless with respect to the TIF (in other words, pursuant to R.C. 5709.75(C)(1), the Township will pay the School District what it would have received in real property taxation from the Project Site, but for the TIF); and

WHEREAS, the Board of Education of 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

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

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, the School District and the Developer 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 the Developer 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 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 JEDD Board of Directors (the "JEDD Board") has adopted a resolution to levy an income tax at a rate of two percent (2%) 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%) 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 high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. In the event that the income tax rate within the JEDD is reduced to below two percent (2%), the approvals and consents of the School District hereunder and waiver of statutory rights with respect to the CRA and TIF shall be immediately revoked. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the 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, beginning on the effective date of an amendment to the JEDD Contract providing for such distribution, which the City and Township shall cause to be no later than October 1, 2020. 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 Local School District Payment ("SWLLSD 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 not to exceed two percent (2%) 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 SWLLSD Payment is in consideration for the School District's approval of the CRA Agreement and TIF and is an amount equal, for the period during which it is due pursuant to this paragraph, to thirty percent (30%) of the Gross Revenue. The SWLLSD Payment shall be due for a period of not less than thirty (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 twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to ten percent (10%) of the Net Revenue; (3) to the Career and Technology Centers of Licking County ("C-Tec"), an amount equal to five percent (5%) of the Net Revenue for the same term as the SWLLSD Payment; (4) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (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 4.2.2.5. of the JEDD Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, C-Tec, the County and the TID 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.

The parties acknowledge that the amendment to the JEDD Contract modifies the distribution percentages for income tax revenues generated by the Project Site only and does not modify the distribution percentages for the remaining parcels included within the JEDD. In order to facilitate proper distribution of revenue, the Developer agrees to require any contractor working directly or indirectly for the Developer (e.g., including general contractors and subcontractors working on construction contracted for by the Developer) on the Project Site and any tenant who conducts business on the Project Site to report other business activity within the JEDD that is not on the Project Site. If the Developer, contractor, and/or tenant is conducting business that generates income tax revenue on the Project Site and on another parcel located in the JEDD, the Developer, contractor, and/or tenant shall specify on a separate form the amount of income tax, whether from wage withholding or net profit tax, generated specifically from both the Project Site and revenue generated from business activity within the JEDD that is not on the Project Site on a form submitted directly to the City Tax Administrator. This form shall be provided within ten (10) days after the tax reporting date to the Regional Income Tax Agency (“RITA”).

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

E. The Developer agrees to expend up to \$150,000 to construct or cause to be constructed improvements to Mink St. to allow for better access to the Project Site, if such improvements are required by applicable governmental entities (the “Developer Improvements”). From the Net 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 the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds contingent upon approval of Township– the Developer for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the completion of the Developer Improvements (the “Costs”). The Developer 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)(8)). The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site (after a portion of the TIF service payments are paid to the School District and Licking County Joint Vocational School District as provided in the TIF Resolution, which portion shall equal the amount the School District and the Licking County Joint Vocational School District would have received, but for the TIF pursuant to R.C. 5709.75(C)(1)) shall be deposited into the JEDD 2 TIF Account No. [2] (the “[C5 Mink St TIF] Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the C5 Mink St TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Improvements

until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues to pay Costs (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) (the “Net BIA Deposit”), the reimbursement for Costs paid to the Developer 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 100,000 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 the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80% of the amount deposited into the C5 Mink St TIF Account until the Developer 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 C5 Mink St TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the C5 Mink St TIF Account in any one reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

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

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. 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 JEDD, one member representing the persons working within the JEDD, 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 portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that any portion of the Project Site is removed from the JEDD without School District approval, School District consent to the CRA and TIF hereunder and waiver of its statutory rights to notice and compensation with respect to the same shall be immediately deemed revoked. 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 as described in Section 2(E)(b) hereof.

### 3. Township 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 the Developer 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 the Developer 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. The Developer 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 the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion and for the School District to revoke its consents and approvals hereunder with respect to the Project Site.

D. At the election of the Township, the Developer agrees to cooperate with a qualified “developer” (as that term is used in R.C. Section 349.01, the “Statutory Developer”) in connection with the filing by that the Statutory Developer of a petition (the “Petition”) pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter “NCA”) inclusive of the Project Site. The Developer agrees to grant the Statutory Developer such interests in the Project Site as may be necessary to enable the Statutory Developer to form the NCA. The Developer and

Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a “Community Development Charge”) pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than 30 days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the Township may provide from time to time.

#### 4. School District Compensation Payments

As consideration for the School District’s approval of the CRA Agreement, the TIF Resolution and this Agreement, the Developer shall provide and account for additional payments to the School District, including specifically:

- (i) 15 annual payments of (i) one and one half cent per leasable square foot of the new building at the Project Site, PLUS (ii) any difference between two cents per leasable square foot of the new building at the Project Site and revenue received by the School District in the immediately preceding year and representing revenues of the JEDD with respect to the Project (each a “School District Payment,” and collectively, the “School District Payments”). The amount of square feet shall be determined in the same manner as Section 3(D) of this Agreement.
- (ii) an amount equal to \$10,000 to offset legal fees incurred by the School District in connection with the negotiation of the CRA Agreement, this Agreement, and other related documents (the “School District Legal Fee Payment”).

The first School District Payment shall be paid from the Developer to the School District no later than 30 days after the date on which the County’s CRA Housing Officer certifies the CRA exemption application to the Licking County Auditor for the Project (the “School Payment Date”).

Each subsequent School District Payment shall be paid from the Developer to the School District no later than 30 days after each annual anniversary of the School Payment Date. Each School District Payment shall be delivered to the notice address provided in Section 7(I) of this Agreement or such other address as the School District may provide from time to time.

The School District Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the School District no later than 30 days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the School District may provide from time to time.

Failure of the Developer to pay the amounts due under this Section 4 shall be an event of default hereunder and subject to the remedies provisions set forth in Section 6.

#### 5. Cooperation by Property Owner

The Developer 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. The Developer 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, School District Payments, any required community development charges, and to prohibit lessees and assignees from challenging the validity of the School District Payments, JEDD Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

#### 6. 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.

#### 7. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that (i) the School District shall receive written notice of all such assignments no later than 15 days prior to the effective date of each assignment, and (ii) any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet the requirements of (i) and (ii) above shall not be effective. 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. 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.

C. 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 the Developer, 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 7.C 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.

D. The Heath-Newark-Licking County Port Authority may or may not be a party to the CRA Agreement as capital lessor of any buildings on the Project Site; however, all obligations of the Developer under this Agreement, including the obligations to make compensation payments (including the School District Payment) and to assure payment of the JEDD income tax, will remain obligations of the Developer.

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

And

Kip Wahlers  
 Ice Miller LLP  
 250 West Street, Suite 700  
 Columbus, Ohio 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

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)



If to the School District:

Richard D. Jones  
Treasurer  
Southwest Licking Local School District  
927-A South Street  
Pataskala, Ohio 43062

With a copy to:

Robert F. McCarthy  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215

If to the Developer, to:

Doug Armbruster  
Senior Vice President  
C5 Mink St, LLC  
250 Grandview Drive, Suite 260  
Fort Mitchell, KY 41017

With a copy to:

Linda Booker  
Core5 Industrial Partners  
1230 Peachtree Street NE  
Suite 3560  
Atlanta, GA 30309

And:

Scott J. Ziance, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 E. Gay Street  
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]

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**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: \_\_\_\_\_

**CITY OF REYNOLDSBURG, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney, Reynoldsburg, Ohio

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**C5 MINK ST, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Kandee Engle, the Board President and Richard D. Jones, the Treasurer of the Southwest Licking Local School District, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of C5 Mink St, LLC, a Delaware limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)



**EXHIBIT A**  
**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Copy of CRA Agreement**  
**(attached hereto)**

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

**EXHIBIT B**  
**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Copy of JEDD Contract**  
**(attached hereto)**

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

**EXHIBIT C**  
**TO DEVELOPMENT AND COMPENSATION AGREEMENT**

**Copy of TIF Resolution**  
**(attached hereto)**

Attachment: JEDD 2 DCA with C5 Mink (JEDD 2 Contract Amendment)

**EXHIBIT D**

The Land referred to herein below is situated in the County of Licking, State of Ohio, and is described as follows:

Situated in the Township of Etna, County of Licking, State of Ohio, and being a part of Lot 15 in Section 11, Township 16N, Range 20W, of the United States Military Lands, and being more particularly described as follows;

Being a Survey of the residual of a parcel conveyed to R. Bruce Pickering & V. Sue Pickering, as recorded in O.R. Volume 324, Page 547, in Licking County Deed Records, being further described as follows;

Commencing at a mag nail set at the intersection of the centerline of Mink Street (Co. Road 41) and the South line of the North Half of Lot 15, also being the Northwest corner of a parcel conveyed to William E. & Suzanne Raines, as recorded in Deed Volume 668, Page 395, and being the principle place of beginning of the 43.578 acre parcel herein to be described;

Thence, N 00° 00' 00" E 1636.22 feet with the centerline of Mink Street across said parcel conveyed to Pickering of which this description is a part, to a railroad spike found marking a corner to a parcel conveyed to Southgate Company Limited Partnership, as recorded in Instrument No. 2003-11170055083;

Thence, N 89° 20' 19" E 1158.20 feet leaving Mink Street with the original boundary of said parcel conveyed to Pickering, the same being the boundary of said parcel conveyed to Southgate Company Limited Partnership, to an iron pin set, and passing over an iron pin set at 30.00 feet;

Thence, S 00° 17' 11" E 1630.38 feet continuing with said line, to an iron pin set on the North line of a parcel conveyed to G. Scottco Investment Company, as recorded in Instrument No. 1998-05120017682;

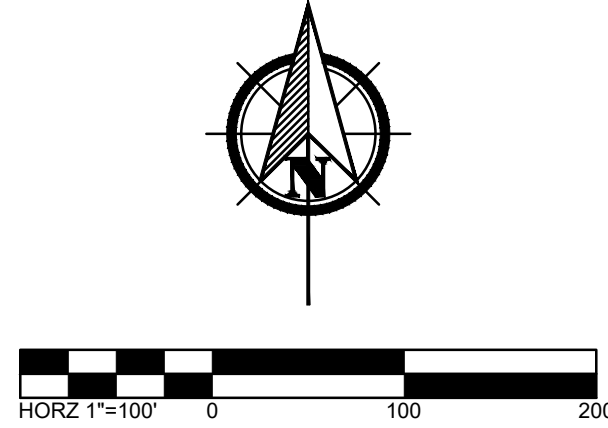
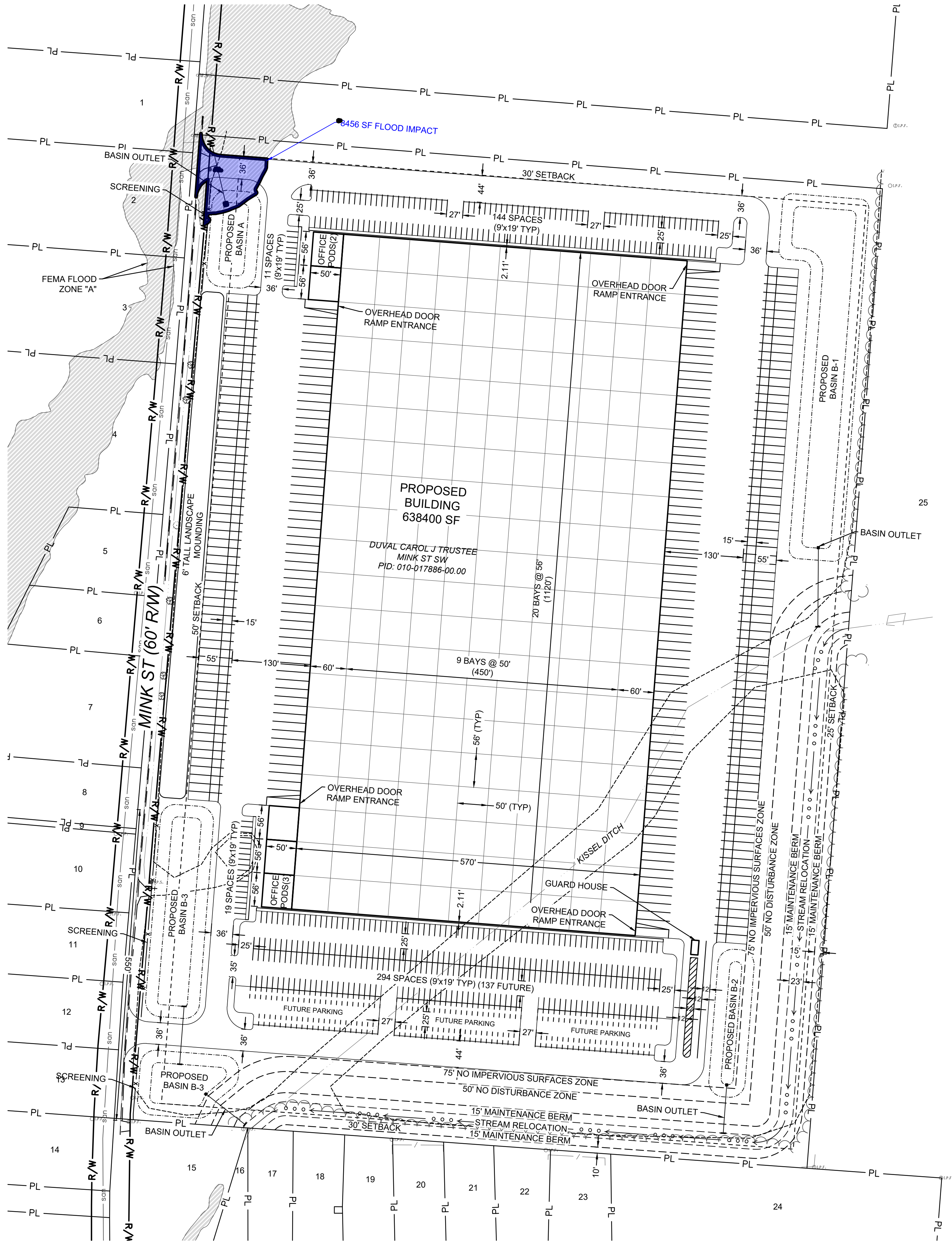
Thence, S 89° 03' 19" W 1166.43 feet with the South line of said parcel conveyed to Pickering, the same being the North line of said parcel conveyed to G. Scottco Investment Company, and extending along the North line of Twin Oaks Heights Subdivision, as recorded in Plat Book 10, Page 41, and extending along the North line of said parcel conveyed to Raines, to the Principle Place of Beginning, passing over an iron pin set at 1136.43 feet, and containing 43.578 acres, more or less.

Bearings of the above description are based on the centerline of Mink Street (Co. Road 41), as being N 00° 00' 00" E, and is an assumed Meridian used to denote angles only.

All iron pins set are 5/8" o.d. iron pins 30" long with yellow caps labeled "S.A. England #S-7452".

The above description was prepared by S.A. England & Associates, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in May of 2005.

PLOT SCALE: 1"=100' DATE: 1/23/20 - 11:47 AM EDITED BY: AALDIS DRAWING FILE: O:\2019\02\10\7D DRAWINGS\CIVIL\CONSTRUCTION DOCUMENTS\SKETCH PLAN\2019.02.10.07 CE SP.DWG



| PARKING DATA TABLE     |                  |
|------------------------|------------------|
| <b>TRAILER PARKING</b> | <b>272 TOTAL</b> |
| EAST                   | 156 SPACES       |
| WEST                   | 116 SPACES       |
| <b>CAR PARKING</b>     | <b>468 TOTAL</b> |
| NORTH                  | 155 SPACES       |
| SOUTH                  | 313 SPACES       |
| <b>FUTURE PARKING</b>  | <b>137 TOTAL</b> |
| NORTH                  | 0 SPACES         |
| SOUTH                  | 137 SPACES       |

| ADJACENT PROPERTY OWNERS |                                                                                  | ADJACENT PROPERTY OWNERS | ADJACENT PROPERTY OWNERS                                                         |
|--------------------------|----------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------|
| 1                        | MCCOY ALBERT S & ARANYA<br>8854 MINK ST SW<br>PID: 010-019926-00.00              | 10                       | BAUMAN JOSEPH I & REBECCA B TRUSTEES<br>9154 MINK ST SW<br>PID: 010-023058-00.00 |
| 2                        | MILLER MARY Y & WILLIAM H<br>8906 MINK ST SW<br>PID: 010-019104-00.00            | 11                       | CLAYTON SCOTT R & TRACY L<br>9196 MINK ST SW<br>PID: 010-023196-00.00            |
| 3                        | BRANHAM JUANITA<br>8982 MINK ST SW<br>PID: 010-019320-00.00                      | 12                       | MASSIE MICHAEL A & CRISTA L<br>9210 MINK ST SW<br>PID: 010-025350-00.00          |
| 4                        | JOHNSON TERRY A<br>8906 MINK ST SW<br>PID: 010-017886                            | 13                       | KRICHBAUM ADA M<br>9234 MINK ST SW<br>PID: 010-017886-01.00                      |
| 5                        | HAMILTON LARRY A<br>9074 MINK ST SW<br>PID: 010-018738-00.00                     | 14                       | WHITE ANTHONY C & SHEILA J<br>9252 MINK ST SW<br>PID: 010-025080-00.00           |
| 6                        | EAST CAROLYN J<br>9100 MINK ST SW<br>PID: 010-018744-00.00                       | 15                       | ASHLEY KYLE & JORDAN<br>9241 MINK ST SW<br>PID: 010-023310-00.00                 |
| 7                        | HANNA DONNA J<br>9118 MINK ST SW<br>PID: 010-021198-00.00                        | 16                       | WHITE ERIC S<br>43 SYCAMORE CREEK RD SW<br>PID: 010-021138-00.00                 |
| 8                        | SCHUMICK JOHN P & DORIS J<br>9136 MINK ST SW<br>PID: 010-020694-00.00            | 17                       | WHITE ERIC S<br>43 SYCAMORE CREEK RD SW<br>PID: 010-021444-00.00                 |
| 9                        | BAUMAN JOSEPH I & REBECCA B TRUSTEES<br>9154 MINK ST SW<br>PID: 010-023058-00.00 | 18                       | MOODY DAVID W & CONSTANCE S<br>59 SYCAMORE CREEK RD SW<br>PID: 010-019688-00.00  |
| 19                       | CAHILL ROBERT T & LISA G<br>75 SYCAMORE CREEK RD SW<br>PID: 010-025734-00.00     | 20                       | WARD BRENT MATTHEW<br>91 SYCAMORE CREEK RD SW<br>PID: 010-020838-00.00           |
|                          |                                                                                  | 21                       | HORTON MARISA E<br>107 SYCAMORE CREEK RD SW<br>PID: 010-020826-00.00             |
|                          |                                                                                  | 22                       | KUSKO DAVID<br>123 SYCAMORE CREEK RD SW<br>PID: 010-021348-00.00                 |
|                          |                                                                                  | 23                       | SMITH ZELLA J & JERRY<br>139 SYCAMORE CREEK RD SW<br>PID: 010-022596-00.00       |
|                          |                                                                                  | 24                       | G SCOTTCO INVESTMENT CO<br>12894 NATIONAL RD SW<br>PID: 010-017658               |
|                          |                                                                                  | 25                       | EXETER 167 HERITAGE LLC<br>167-183 HERITAGE DR<br>PID: 010-017172-00.001         |

SKETCH PLAN  
FOR  
**CORE5 MINK RD INDUSTRIAL**  
ETNA TOWNSHIP, LICKING COUNTY, OH  
**SITE PLAN**

| REVISIONS | DATE | SHEET NO. | DESCRIPTION | APPROVED | DATE |
|-----------|------|-----------|-------------|----------|------|
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|             |            |
|-------------|------------|
| DATE:       | 1/23/2020  |
| DRAWN BY:   | JRP        |
| CHECKED BY: | BJM        |
| JOB NUMBER: | 2019.02107 |

C100



**ORDINANCE NO. 48-2020**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND  
DELIVERY OF AMENDMENT NO. 2 OF THE JOINT ECONOMIC  
DEVELOPMENT DISTRICT CONTRACT NO. 2 BETWEEN ETNA TOWNSHIP  
AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the City of Reynoldsburg and the Township of Etna (“Contracting Parties”) entered into a Joint Economic Development District Contract on or about December 21, 2015 (“JEDD II” or the “Original Contract”); and

**WHEREAS**, the Contracting Parties entered into Amendment No. 1 to the Original Contract on August 21, 2018, for the purpose of increasing the income tax rate in the District to two (2%) percent;

**WHEREAS**, the parties now desire to amend the Original Contract to modify the JEDD II revenue disbursements for two specified Project Sites, comprising approximately 30 acres for Project Site 1 and 44 acres for Project Site 2; and

**WHEREAS**, pursuant to Ohio Revised Code Section 715.72, the proposed amendment does not add or remove territory in the District and, therefore, there is no requirement to hold a public hearing on the amendment; and

**WHEREAS**, this day this Council finds this Ordinance should be passed as an emergency to facilitate proposed development at the specified Project Sites.

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

**Section 1.** That Amendment No. 2 to JEDD II with Etna Township be approved, modifying the JEDD II revenue disbursements for the Project Sites specified in Exhibits C and D attached to the Amendment.

**Section 2.** The Mayor, the City Auditor, the City Attorney, and the Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effectuate Amendment No. 2 of JEDD II.

**Section 3.** The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees, Southwest Licking Local School District, and C5 Southgate LLC.

**Section 4.** The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the

Attachment: JEDD 2 Amendment (JEDD 2 Contract Amendment)

Etna Township Board of Trustees, Southwest Licking Local School District, and C5 Mink St, LLC.

**Section 5.** All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

**Section 6.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore upon passage by City Council, this Ordinance shall take effect immediately upon the Mayor's signature.

Passed this 13<sup>th</sup> day of July, 2020.

*Leanora Jenkins*

Leanora Jenkins, Council President

ATTEST: \_\_\_\_\_  
Mollie Prasher, Clerk of Council

\_\_\_\_\_  
Joe Begeny, Mayor

\_\_\_\_\_  
Date

Attachment: JEDD 2 Amendment (JEDD 2 Contract Amendment)

# ORDINANCE NO.

## AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENT NO. 2 OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT NO. 2 BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

**WHEREAS**, the City of Reynoldsburg and the Township of Etna (“Contracting Parties”) entered into a Joint Economic Development District Contract on or about December 21, 2015 (“JEDD II” or the “Original Contract”); and

**WHEREAS**, the Contracting Parties entered into Amendment No. 1 to the Original Contract on August 21, 2018, for the purpose of increasing the income tax rate in the District to two (2%) percent;

**WHEREAS**, the parties now desire to amend the Original Contract to modify the JEDD II revenue disbursements for twoa specified Project Sites, comprising approximately 30 acres for Project Site 1 and 44 acres for Project Site 2; and

**WHEREAS**, pursuant to Ohio Revised Code Section 715.72, the proposed amendment does not add or remove territory in the District and, therefore, there is no requirement to hold a public hearing on the amendment; and

**WHEREAS**, this day this Council finds this Ordinance should be passed as an emergency to facilitate proposed development at the specified Project Sites.

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

**Section 1.** That Amendment No. 2 to JEDD II with Etna Township be approved, modifying the JEDD II revenue disbursements for the Project Sites specified in Exhibits C and D attached to the Amendment.

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**Section 4.** The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the

Formatted: Font: Bold

Etna Township Board of Trustees, Southwest Licking Local School District, and C5 Mink St. LLC.

**Section 54.** All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

**Section 65.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore upon passage by City Council, this Ordinance shall take effect immediately upon the Mayor's signature.

Passed this 13<sup>th</sup> day of July, 2020.

Leanora Jenkins, Council President

ATTEST: \_\_\_\_\_  
Mollie Prasher, Clerk of Council

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
Joe Begeny, Mayor

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

## **ORDINANCE REQUEST**

---

**DATE:**           **July 13, 2020**

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

**RE:**             **Annexation of Truro Township Property at 704 Waggoner Road**

---

Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

Emergency/Suspension:       Emergency

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

The current property owners of 704 Waggoner Road have applied to the Franklin County Board of County Commissioners requesting annexation into the City of Reynoldsburg. The property is located at 704 Waggoner Road and consists for 130.91+/- acres. The intent of this annexation is to develop the property into a neighborhood of single family homes. Based on the new zoning code, this property will automatically zoned Suburban Residential (SR) as the zoning code allows per section 1101.19(a).

**AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL  
PROPERTY LOCATED AT 704 WAGGONER ROAD IN TRURO TOWNSHIP  
CONSISTING OF 130.91+/-, OWNED BY RHODERICK C. GRIFFIN, KENTON G.  
GRIFFIN AND LAUREL J. SAMPLE, and DECLARING AN EMERGENCY**

WHEREAS, Rhoderick C. Griffin, Kenton G. Griffin and Laurel j. Sample (the "Property Owners"), are the owners of approximately 130.91+/- acres of located at 704 Waggoner Road, being more fully described in Exhibit "A" of the Petition for Expedited Type II Annexation (the "Annexation Petition") attached hereto and incorporated herein (collectively, the "Property"); and



## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

WHEREAS, the proposed annexation to the City of Reynoldsburg, as applied for in the annexation petition approved by the Franklin County Board of County Commissioners on April 21, 2020, is hereby accepted; and

WHEREAS, the Property is located outside of the corporate limits of any municipality, but is adjacent and contiguous to the corporate limits of the City of Reynoldsburg (“City”); and

WHEREAS, the Property Owners desire to obtain sanitary sewer and water services from the City, and the City desires to provide such services; and

WHEREAS, the property will automatically be zoned Suburban Residential (SR) per Reynoldsburg Zoning Code Section 1101.19(a); and

WHEREAS, the Property Owners desire to annex the Property into the City in order to obtain municipal services including sanitary sewer and water services; and

WHEREAS, the City desires to annex the Property in order to serve and to assist in the development of the Property for the benefit of its citizens and residents; and

WHEREAS, the City, after due and careful consideration, has concluded that the annexation, zoning, development, and use of the Property as contemplated by the Annexation Petition is consistent with the City’s plans and goals for the future development of Reynoldsburg and accordingly is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Franklin County, State of Ohio that:

Section 1: The City of Reynoldsburg hereby consents to the proposed annexation, and will make available sanitary and water services upon annexation in accordance with the Reynoldsburg Codified Ordinances and existing administrative regulations.

Section 2: Once the Property is annexed and becomes subject to City of Reynoldsburg zoning ordinances, and if the City of Reynoldsburg zoning ordinances permit uses on the

Property that are determined by the City to be clearly incompatible with the uses permitted under current Truro Township zoning regulations applicable to adjacent land remaining within Truro Township, the City of Reynoldsburg will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed

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

Property to provide a buffer separating the use of the annexed Property and any adjacent land remaining within Truro Township.

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health and safety of the residents of the City of Reynoldsburg, and further that there is a submission deadline; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon the signature of the Mayor.

Passed this 27th day of July, 2020.

Resolution No. 0277-20

April 21, 2020

**Review of petition to annex 130.91 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-07-20 (ECONOMIC DEVELOPMENT & PLANNING)**

**WHEREAS**, the Commissioners of Franklin County, State of Ohio, proceeded to journalize the petition, filed by Katarina Karac, Esq., on March 24, 2020, and solicited to and/or been heard by all persons desiring to be reviewed for or against the granting of the Expedited Type 2 petition, and having considered all the facts with reference thereto, being fully advised, and

**WHEREAS**, the Commissioners make the following findings based upon the exhibits and testimony presented at the review of this matter:

1. The petition does meet all the requirements set forth in, and was filed in the manner provided in, section 709.021 of the Revised Code.
2. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all of the owners of real estate in that territory.
3. The territory proposed for annexation does not exceed five hundred acres.
4. The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation.
5. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.
6. The municipal corporation to which annexation is proposed has passed Resolution No. 2020-01 agreeing to provide to the territory proposed for annexation certain services and adopting a statement regarding possible incompatible land uses and zoning buffer. The resolution was passed by the City of Reynoldsburg on March 23, 2020.

Resolution No. 0277-20

April 21, 2020

**Review of petition to annex 130.91 +/- acres from Truro Township  
to the City of Reynoldsburg Case #ANX-07-20  
(ECONOMIC DEVELOPMENT & PLANNING)**

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
FRANKLIN COUNTY, OHIO:

That, in accordance with the findings made in the preamble, which are incorporated herein, the prayer of the Petition be *approved*, and the territory sought to be annexed by the petition filed herein *shall* be annexed to the City of Reynoldsburg, in accordance with the law; that the orders and proceedings of this board relating to the Petition, and map and description attached thereto, and all papers on file relating to this matter be delivered forthwith to the Clerk of Council, City of Reynoldsburg, Ohio.

Prepared by: Matt Brown

C: Economic Development & Planning Department

Attachment: MI Annexation Exhibits (Annexation of 704 Waggoner Road)

SIGNATURE SHEET FOLLOWS

**SIGNATURE SHEET**

Resolution No. 277-20

April 21, 2020

**REVIEW OF PETITION TO ANNEX 130.91 +/- ACRES FROM TRURO TOWNSHIP TO THE CITY OF REYNOLDSBURG CASE #ANX-07-20.****(EDP - Economic Development and Planning)**

Upon the motion of Commissioner Marilyn Brown, seconded by  
Commissioner Kevin L. Boyce:

**Voting:**

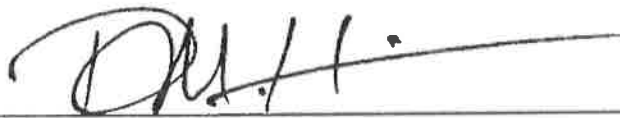
**John O'Grady, President**  
**Marilyn Brown**  
**Kevin L. Boyce**

**Aye**  
**Aye**  
**Aye**

Board of County Commissioners  
Franklin County, Ohio

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



\_\_\_\_\_  
Dean Hindenlang, Clerk  
Board of County Commissioners  
Franklin County, Ohio





### **RESOLUTION SUMMARY**

Review of petition to annex 130.91 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-07-20

#### **Description:**

Attached is a resolution to consider an Expedited Type 2 annexation of 130.91-acres, more or less, from Truro Township to the City of Reynoldsburg. The petition case number is ANX-07-20.

#### **Owners:**

Rhoderick C. Griffin, Kenton G. Griffin, and Laurel J. Sample  
Rhoderick C. Griffin, Trustee

#### **Sites:**

706 Waggoner Road (PID #263-000151)  
Waggoner Road (PID #263-000153)  
704 Waggoner Road (PID #263-000174)  
700 Waggoner Road (PID #263-002400)

#### **Agent:**

Underhill & Hodge LLC – Katarina Karac, Esq.

#### **Additional Information:**

The total perimeter of the site is approximately 12,123.64 feet; approximately 9,422.19 feet, or 77.8 percent, of which is contiguous to the City of Reynoldsburg.

#### **Analysis:**

The applicant has met all statutory requirements outlined in Section 709.021 of the Ohio Revised Code. The applicant has provided proof of notification, and timeline and has provided a Resolution from the City of Reynoldsburg identifying the services that will be provided once the annexation has been approved and a statement regarding possible incompatible land uses and zoning buffer. Resolution No. 2020-01 was passed by the City of Reynoldsburg on March 23, 2020.

#### **Recommendation:**

Pending any questions, staff would request your approval of this annexation.



Franklin County  
Board of Commissioners

## **ECONOMIC DEVELOPMENT & PLANNING**

### **MEMO JOURNALIZATION**

**TO:** Dean Hindenlang, County Clerk  
Franklin County Commissioners Office

**FROM:** Matthew Brown, Planning Administrator  
Franklin County Economic Development & Planning Department

**CC:** James Schimmer, Director  
Jenny Snapp, Assistant Director, Building, Planning and Zoning  
Franklin County Economic Development & Planning Department

**RE:** Description of Expedited Type 2 annexation case to be  
journalized on the **March 24, 2020** General Session Agenda for  
consideration on **April 21, 2020**.

---

**Case #ANX-07-20** - An Expedited Type 2 annexation petition ANX-07-20 was filed with the Franklin County Economic Development and Planning Department on March 17, 2020. The petition is requesting to annex 130.91 +/- acres from Truro Township to the City of Reynoldsburg. The petition will be considered by the Board of Commissioners on April 21, 2020.

**Site: 700 Waggoner Road (PID #263-002400)**  
**704 Waggoner Road (PID #263-000174)**  
**706 Waggoner Road (PID #263-000151)**  
**Waggoner Road (PID #263-000153)**

Attachment: M1 Annexation Exhibits (Annexation of 704 Waggoner Road)



Franklin County  
Board of Commissioners

## ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department  
James Schimmer, Director

# Application for Annexation Petition Expedited Type 2

Pursuant to ORC §709.023

RECEIVED

MAR 17 2020

Franklin County Planning Department  
Franklin County, OH

### Property Information

Site Address: 700, 704 & 706 Waggoner Road, Reynoldsburg, OH 43068

Parcel ID(s):

263-000174-00; 263-002400-00;  
263-000153-00; 263-000151-00

Total Acreage:

130.91+/- acres

From Township:

Truro Township

To Municipality:

City of Reynoldsburg

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

Name: multiple owners - see attached list of names and addresses

Address:

Phone # 614-335-9320

Fax # 614-335-9329

Email: Same as below

### Attorney/Authorized Agent Information

Name: Aaron L. Underhill, David L. Hodge, and Katarina S. Karac

Address: 8000 Walton Parkway, Suite 260

New Albany, Ohio 43054

Phone # 614-335-9320

Fax # 614-335-9329

Email: aaron@uhlawfirm.com; david@uhlawfirm.com; katarina@uhlawfirm.com

### Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

See attached  
Property Owner

Date

Property Owner

Date

*Katarina Karac*  
Attorney or Authorized Agent

Date

3.17.20

Attorney or Authorized Agent

Date

### Staff Use Only

Case # ANX-07-20

Hearing Date: 4/21/20

Date Filed: 3/17/20

Fee Paid: \$950.00

Receipt #: 20-00916

Received By: Matt Brown

Notification Deadline (5 days):

3/23/20

Svc Statement Deadline (20 days):

4/6/20

### Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☒ Legal description of the property
- ☒ Fee Payment (checks only)
- ☒ Map/plot of property
- ☒ List of adjacent properties

Attachment: M1 Annexation Exhibits (Annexation of 704 Waggoner Road)

**EXPEDITED TYPE II PETITION FOR ANNEXATION  
(PURSUANT TO R.C. SECTION 709.023)  
OF ±130.91 ACRES  
FROM THE TOWNSHIP OF TRURO  
TO  
THE CITY OF REYNOLDSBURG**

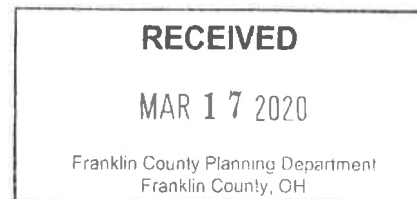
*TO THE BOARD OF COUNTY COMMISSIONERS  
OF FRANKLIN COUNTY, OHIO:*

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of ±130.91 acres, more or less, located in the Township of Truro, which area is contiguous along 9,422.19+/- feet or 77.7+/-% and adjacent to the City of Reynoldsburg, do hereby request that said territory be annexed to the City of Reynoldsburg according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioners state that there are within the territory to be annexed FOUR OWNER(S) OF REAL ESTATE.

Aaron Underhill, Esq., David Hodge, Esq. and Katarina Karac, Esq., whose address is Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, Columbus, Ohio 43054, are hereby appointed Agents for the undersigned Petitioners, as required by Section 709.02 of the Ohio Revised Code. Said Agents hereby are each individually authorized to take any action on behalf of the Petitioners in furtherance of the approval of this Petition and to make any amendment, deletion, and/or supplementation which in his/her absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to do so in order to correct any discrepancy or mistake noted by the Franklin County Engineer in his examination of the Petition, legal description, and/or plat. Said amendment shall be made by the presentation of an amended Petition, legal description, and/or plat to the Board of County Commissioners on, before, or after the date set for hearing on this Petition.



WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

NAME

ADDRESS

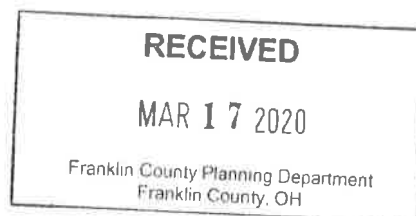
Rhoderick C. Griffin, as Trustee

704 Waggoner Road  
Reynoldsburg, Ohio 43068

By: M. D. R. Griffin

Print Name: Rhoderick C Griffin

Date: 3/5/2020



Attachment: M1 Annexation Exhibits (Annexation of 704 Waggoner Road)



WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

NAME

ADDRESS

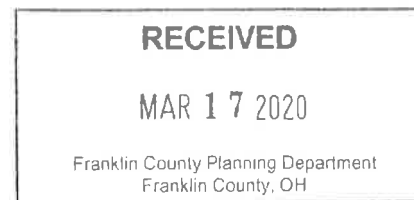
Rhoderick C. Griffin

704 Waggoner Road  
Reynoldsburg, Ohio 43068

Signature: *Rhoderick C. Griffin*

Print Name: Rhoderick C Griffin

Date: 3/5/2020



Attachment: M1 Annexation Exhibits (Annexation of 704 Waggoner Road)

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NAME

ADDRESS

Kenton G. Griffin

~~1005 Oakridge Drive~~  
~~Lanesville, IN 47136~~

203 E Riverside Dr  
Jeffersonville, IN  
47130

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

3/3/2020

RECEIVED

MAR 17 2020

Franklin County Planning Department  
Franklin County, OH

Attachment: MI Annexation Exhibits (Annexation of 704 Waggoner Road)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIVED

MAR 17 2020

Franklin County Planning Department  
Franklin County, OH

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

NAMEADDRESS

Laurel J. Sample

1006 Moorpoint DriveLas Vegas, NV 89031Signature: Laurel J. SamplePrint Name: Laurel J. Sample

**130.91 +/- Acre Annexation  
Expedited Type II  
Owners of Property to be Annexed from  
Truro Township to the City of Reynoldsburg**

|                                                                                                                                        |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Rhoderick C. Griffin, Kenton G. Griffin, and<br>Laurel J. Sample<br>704 Waggoner Road<br>Reynoldsburg, Ohio 43068<br>PN: 263-000174-00 | Rhoderick C. Griffin, Kenton G. Griffin, and<br>Laurel J. Sample<br>706 Waggoner Road<br>Reynoldsburg, Ohio 43068<br>PN: 263-000151-00 |
| Rhoderick C. Griffin, Kenton G. Griffin, and<br>Laurel J. Sample<br>Waggoner Road<br>Reynoldsburg, Ohio 43068<br>PN: 263-000153-00     | Rhoderick C. Griffin, Trustee<br>700 Waggoner Road,<br>Reynoldsburg, Ohio 43068<br>PN: 263-002400-00                                   |

**RECEIVED**

MAR 17 2020

Franklin County Planning Department  
Franklin County, OH

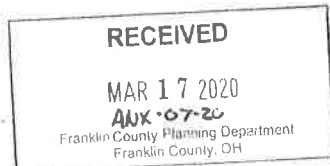
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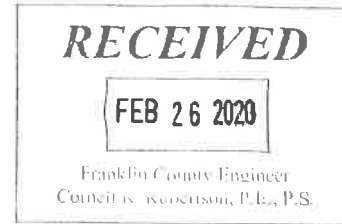


ANNEXATION  
PLAT & DESCRIPTION  
ACCEPTABLE  
CORNELL R. ROBERTSON, P.E., P.S.  
FRANKLIN COUNTY ENGINEER

By SAH Date 2/26/2020



**PROPOSED ANNEXATION**  
**130.91± ACRES**



**FROM: TRURO TOWNSHIP**

**TO: CITY OF REYNOLDSBURG**

Situated in the State of Ohio, County of Franklin, Township of Truro, in Sections 5 and 6, Township 16, Range 20, Refugee Lands, being comprised of all of that tract of land conveyed to Kenton G. Griffin and Laurel J. Sample by deed of record in Instrument Numbers 201705120064720 and 201705120064721, all of those tracts of land conveyed to Rhoderick C. Griffin, Trustee by deed of record in Instrument Number 201705300071557, all of those tracts of land conveyed to Rhoderick C. Griffin, Kenton G. Griffin and Laurel J. Sample by deed of record in Instrument Number 201705120064718, and parts of the right of way of Waggoner Road, as established in Instrument Numbers 200305220152895, 200305220152896, 200306250193441 and 200308190261909, Plat Book 73, Page 80 and Plat Book 79, Page 80 (all references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted) and more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of the subdivision entitled "Taylor Ridge Section 6", of record in Plat Book 15, Page 1 (Licking County), in the southerly line of the subdivision entitled "Woods at Reynoldsburg Section 3 Part 1", of record in Plat Book 92, Page 86, in the common line of Franklin and Licking Counties, in the existing City of Reynoldsburg corporation line established by Ordinance Number 32-88, of record in Official Record 11139F03;

Thence South 00° 51' 24" West, with the westerly line of said "Taylor Ridge Section 6", the westerly line of the subdivision entitled "Taylor Ridge Section 5", of record in Plat Book 14, Page 365 (Licking County), said County line, and the existing City of Reynoldsburg corporation line established by Ordinance Number 97-63, of record in Plat Book 8, Page 69 (Licking County), a distance of 1636.07 feet to the northeasterly corner of the subdivision entitled "Ludlow Subdivision", of record in Plat Book 33, Page 72, in the existing City of Reynoldsburg corporation line established by Ordinance Number 815, of record in Miscellaneous Volume 122, Page 628;

Thence North 89° 40' 19" West, with the northerly line of said "Ludlow Subdivision" and said corporation line, a distance of 1328.93 feet to a point in the easterly line of the subdivision entitled "Quarry Park Section 3 Part 3", of record in Plat Book 102, Page 68, in the existing City of Reynoldsburg corporation line established by Ordinance Number 4-2000, of record in Instrument Number 200008110161882;

Thence with the boundary of said subdivision and said corporation line the following courses and distances:

North 00° 13' 29" East, a distance of 86.77 feet to a point;

North 89° 23' 23" West, a distance of 1347.65 feet to a point; and

South 00° 26' 43" West, a distance of 85.11 feet to the northeasterly corner of that 18.452 acre tract conveyed to Arthur Baer, Trustee by deed of record in Instrument Number 201803290041085;

Thence North 89° 29' 21" West, with the northerly line of said 18.452 acre tract, a distance of 585.26 feet to the southeasterly corner of that 5 acre tract conveyed to Judy L. Brammer by deeds of record in Deed Book 3361, Page 16 and Instrument Number 201807260099908;

Thence North 00° 30' 08" East, with the easterly line of said 5 acre tract, a distance of 315.66 feet to the southeasterly corner of that 5.454 acre tract conveyed to Steven Hatton and Tami Williams by deed of record in Instrument Number 201101050002631, in the existing City

of Reynoldsburg corporation line established by Ordinance Number 33-13, of record in Instrument Number 201803160035350;

Thence North 00° 31' 00" East, with the easterly line of said 5.454 acre tract and said corporation line, a distance of 380.85 feet to the northeasterly corner of said 5.454 acre tract;

Thence North 89° 28' 36" West, with the northerly line of said 5.454 acre tract, a distance of 12.56 feet to the southeasterly corner of that 2.856 acre tract conveyed as Parcel Two to Robert J. Holomuzki and Margaret M. Holomuzki by deed of record in Instrument Number 200002010022313;

Thence North 00° 13' 27" West, with the easterly line of said 2.856 acre tract, a distance of 220.52 feet to the northeasterly corner thereof;

Thence North 89° 28' 36" West, with the northerly line of said 2.856 acre tract, a distance of 561.00 feet to a point in the centerline of Waggoner Road;

Thence South 03° 38' 12" West, with said centerline, a distance of 220.80 feet to the northwesterly corner of said 5.454 acre tract;

Thence North 89° 31' 11" West, crossing said Waggoner Road, a distance of 41.65 feet to a point in the westerly right-of-way line thereof, in the existing City of Reynoldsburg corporation line established by Ordinance Number 135-89, of record in Official Record 14744C11;

Thence North 03° 38' 12" East, with said westerly right-of-way line and said corporation line, a distance of 389.93 feet to a point in the southerly line of that 0.997 acre tract conveyed to Noah B. Jones and Emily E. Jones by deed of record in Instrument Number 200809230143146;

Thence South 87° 59' 39" East, with said southerly line, a distance of 41.60 feet to a point in the centerline of said Waggoner Road, in the westerly line of that 0.531 acre tract conveyed as Parcel 8WD to Franklin County Commissioners by deed of record in Instrument Number 200306250193441;

Thence North 03° 38' 12" East, with said centerline, with the westerly line of said Parcel 8WD, with the easterly line of said Jones tract, the easterly line of that 0.924 acre tract conveyed to Bernard L. Moyer by deed of record in Instrument Number 200203110062846, and with the easterly line of that 0.924 acre tract conveyed to Ty Newberry by deed of record in Instrument Number 201808230113714, a distance of 294.05 feet to the northeasterly corner of said Newberry tract;

Thence North 88° 05' 49" West, with the northerly line of said Newberry tract, a distance of 41.43 feet to a point in the westerly right-of-way line of said Waggoner Road, the southeasterly corner of that 1.123 acre tract conveyed to Tammy J. Hall by deed of record in Instrument Number 201909230124140, the southwesterly corner of that 0.184 acre tract conveyed as Parcel 3-WD to Franklin County Commissioners by deed of record in Instrument Number 200305220152896;

Thence North 03° 38' 12" East, with the easterly line of said Hall tract, said westerly right of way line, the westerly line of said 0.184 acre tract, and the westerly line of that 0.146 acre tract conveyed as Parcel 4-Wd to Franklin County Commissioners by deed of record in Instrument Number 200305220152895, distance of 250.72 feet to a point;

Thence North 86° 59' 40" West, with the easterly line of said Hall tract, said westerly right of way line, and the westerly line of said 0.146 acre tract, a distance of 20.29 feet to a point;

Thence North 02° 50' 05" East, with the easterly line of said Hall tract, said westerly right of way line, the westerly line of said 0.146 acre tract, and crossing the right of way of Rodebaugh Road, a distance of 95.91 feet to a point in the northerly right of way line of said Rodebaugh Road, in the southerly line of Lot 9 of the subdivision entitled "Braeburn", or record

in Plat Book 79, Page 80, in the existing City of Reynoldsburg corporation line established by Ordinance Number 94-93, of record in Official Record 25177F11;

Thence South 82° 35' 43" East, with said northerly right of way line, the southerly line of said Lot 9, and said corporation line, a distance of 10.20 feet to a point of curvature to the left;

Thence with said northerly right of way line, the southerly line of said Lot 9, said corporation line, and with the arc of said curve, having a central angle of 33° 46' 58", a radius of 20.65 feet, an arc length of 12.18 feet, a chord bearing of North 80° 54' 08" East and chord distance of 12.00 feet to a point in the westerly right of way line of said Waggoner Road;

Thence North 03° 24' 42" East, with the easterly line of said Lot 9, said westerly right of way line, and said corporation line, a distance of 109.68 feet to a point;

Thence South 87° 14' 42" East, crossing said Waggoner Road and with said corporation line, a distance of 77.71 feet to a point in the easterly right-of-way line thereof, the northeasterly corner of that 0.673 acre tract conveyed to City of Reynoldsburg, Ohio by deed of record in Instrument Number 200308190261909, in the existing City of Reynoldsburg corporation line established by Ordinance Number 40-2000, of record in Instrument Number 200008110161877;

Thence South 02° 45' 19" West, with said easterly right-of-way line, the easterly line of said 0.673 acre tract, and with said corporation line, a distance of 187.54 feet to a point in the southerly right-of-way line of Rodebaugh Road;

Thence South 89° 20' 05" East, partly with said southerly right-of-way line, partly with the southerly line of said 0.673 acre tract, partly with the southerly line of the subdivision entitled "The Park at Waggoner Section 1 Part 1", of record in Plat Book 92, Page 67, partly with the southerly line of the subdivision entitled "The Park at Waggoner Section 2 Part 1", of record in Plat Book 98 Page 85, partly with the southerly line of the subdivision entitled "The Park at Waggoner Section 2 Part 3", of record in Plat Book 99, Page 92, partly with the southerly line of the subdivision entitled "Woods at Reynoldsburg Section 4 Part 2", of record in Plat Book 100, Page 47, partly with the southerly line of said "Woods at Reynoldsburg Section 3 Part 1", partly with said corporation line (Ordinance Number 40-2000), partly with the existing City of Reynoldsburg corporation line established by Ordinance Number 136-91, of record in Official record 19918B09, and partly with the existing City of Reynoldsburg corporation line established by Ordinance Number 32-88, of record in Official record 11939F03, a distance of 3769.57 feet to the POINT OF BEGINNING, containing 130.91 acres of land, more or less.

Contiguity Note:

Total perimeter of annexation area is 12123.64 feet, of which 9422.19 feet is contiguous with the City of Reynoldsburg by Ordinance Numbers 815, 97-63, 32-88, 135-89, 136-91, 94-93, 4-2000, 40-2000, and 33-13, giving 77.8% perimeter contiguity.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Matthew A. Kirk*

Matthew A. Kirk  
Professional Surveyor No. 7865

13 FEB 20

Date

MAK:sy  
130\_92 ac 20191171-VS-EXBT-ANNX-01.doc



## RESOLUTION NO. 2020-01

### **A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG WAGGONER ROAD, AND DECLARING AN EMERGENCY**

WHEREAS, Rhoderick C. Griffin Trust is the owner of approximately 130.91 acres of land located at 704 Waggoner Road and is requesting annexation into the City of Reynoldsburg; and

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

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation into the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

### **NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:**

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

- A. The services of a full-time administrative staff including the City Attorney, City Auditor, Utility Clerks, Clerk of Court, and Income Tax Commissioner.
- B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.
- C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately ten minutes.

- D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Truro Township Fire Department, which currently services the territory with fire protection and emergency medical services.
- E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.
- F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.
- G. In addition, the properties, included in the annexation territory, will be enhanced due to the following City amenities:
  - 1. The following parks and public facilities:
    - a. Parks – JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
    - b. The Livingston House and Park
    - c. Reynoldsburg Senior Center
    - d. Reynoldsburg Community Center

Section 2. Wastewater collection, treatment and water treatment and distribution. The City has the capacity to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the construction of water and sewer mains. The City's services are as follows:

- A. A 12" water main extension can serve this property. The water main runs parallel with Waggoner Road.
- B. A 12" sanitary sewer line is available on an adjacent property. Access to that line would be the responsibility of the petitioner.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Franklin County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Franklin County. The term "buffer" includes open space,



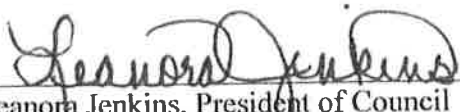
Received March 24, 2020  
 Franklin County Economic Development & Planning  
 Matt Brown, Planning Administrator

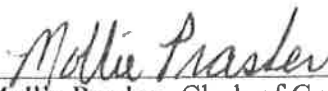
landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

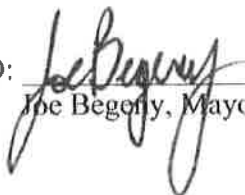
Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Franklin County.

Section 6. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

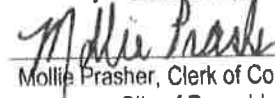
Passed this 23<sup>rd</sup> day of March, 2020.

  
 Leanora Jenkins, President of Council

ATTEST:   
 Mollie Prasher, Clerk of Council

APPROVED:  DATE 3-23-2020  
 Joe Begony, Mayor

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg, I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg, do hereby certify that the foregoing is a copy of the original, now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy, WITNESS by my signature, this 23 day of March, 2020.

  
 Mollie Prasher, Clerk of Council  
 City of Reynoldsburg

Attachment: MI Annexation Exhibits (Annexation of 704 Waggoner Road)

# AFFIDAVIT OF NOTICE TO TOWNSHIP, MUNICIPALITY, AND SURROUNDING PROPERTY OWNERS OF ANNEXATION PETITION FILING

STATE OF OHIO                     }  
COUNTY OF FRANKLIN        } SS:

Katarina Karac, Esq., being first duly sworn, deposes and says that she is an attorney at the law firm of Underhill & Hodge LLC, being the agent for the petitioners in that certain Annexation Petition wherein it is prayed that 130.91± acres, more or less, in Truro Township, be annexed to the City of Reynoldsburg, Ohio. Said Annexation Petition was filed in accordance with the provisions of Section 709.023 (an "Expedited Type II" annexation) of the Ohio Revised Code with the Franklin County Board of County Commissioners on 3.17.20

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the Council Clerk of City of Reynoldsburg on 3.17.20. Said personal service on the City of Reynoldsburg Council Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit A is the City's acknowledgement of receipt of said annexation materials.

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the Township Clerk/Fiscal Officer of Truro Township on 3.18.20. Said personal service on the Truro Township Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit B is the Township's acknowledgement of receipt of said annexation materials.

On 3.17.20 a copy of the Annexation Petition, petition attachments, map and legal description were sent by U.S. Mail to all property owners adjacent to and directly across the street from the territory proposed to be annexed. Said mailing occurred within five (5) days from the date the Annexation Petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit C is a true and accurate list of the property owners adjacent to and directly across the street from the territory proposed to be annexed who were mailed, via U.S. Mail, the letter and materials attached hereto as Exhibit D.

Further Affiant Sayeth Naught.

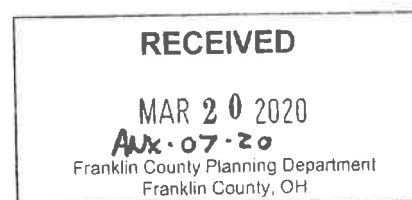
  
Name: Katarina Karac, Esq.

Sworn to before me and signed in my presence; a Notary Public in and for said State and County on this 20 day of March, 2020.



AARON L. UNDERHILL  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Expires No Expiration  
Section 147.03 R.C.

  
Notary Public



**NOTICE OF FILING EXPEDITED TYPE II ANNEXATION PETITION**

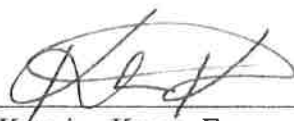
**TO: CLERK OF THE CITY OF REYNOLDSBURG**

In accordance with the provisions of Section 709.023 of the Ohio Revised Code, you are hereby notified that, on 3.17.20, the undersigned, Agent for the Petitioners, filed an Annexation Petition in the Office of the Board of County Commissioners of Franklin County, Ohio.

Said Petition prays for annexation to the City of Reynoldsburg, Ohio, of  $\pm 130.91$  acres in Truro Township.

A copy of said Petition, with description and plat, is attached hereto and made a part hereof.

Dated: 3.17.20

  
Katarina Karac, Esq.

RECEIPT OF THE AFOREMENTIONED DOCUMENT(S) IS HEREBY ACKNOWLEDGED  
THIS 17 day of March, 2020.

  
CLERK

Exhibit A

Attachment: M1 Annexation Exhibits (Annexation of 704 Waggoner Road)

**NOTICE OF FILING EXPEDITED TYPE II ANNEXATION PETITION****TO: FISCAL OFFICER OR CLERK OF TRURO TOWNSHIP, OHIO**

In accordance with the provisions of Section 709.023 of the Ohio Revised Code, you are hereby notified that, on 3.17.20, the undersigned, Agent for the Petitioners, filed an Annexation Petition in the Office of the Board of County Commissioners of Franklin County, Ohio.

Said Petition prays for annexation to the City of Reynoldsburg, Ohio, of  $\pm 130.91$  acres in Truro Township.

A copy of said Petition, with description and plat, is attached hereto and made a part hereof.

Dated: 3.17.20

  
Katarina Karac, Esq.

RECEIPT OF THE AFOREMENTIONED DOCUMENT(S) IS HEREBY ACKNOWLEDGED  
THIS 19 day of March, 2020.

  
FISCAL OFFICER/CLERK

Exhibit B

Attachment: M1 Annexation Exhibits (Annexation of 704 Waggoner Road)

**Adjacent Property Owners  
and Parcel Numbers for  
130.91 +/- Acre Annexation**

|                                                                                                     |                                                                                                            |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Edilawit Worku and Mesafint Mare<br>6283 Whenham Court<br>Reynoldsburg, OH 43068<br>PN: 060-008449  | Robert and William Vanderwall<br>10706 Laplacida Drive, Apt 1<br>Coral Springs, FL 33065<br>PN: 060-008450 |
| Jeffrey and Brittany Lyon<br>7868 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 060-008451        | Somsanith and Rungnapha Palino<br>7876 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 060-008452          |
| Douglas and Suk Hager<br>7884 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 060-008453            | Woods at Reynoldsburg Homeowners<br>Association, Inc.<br>P.O. Box 395<br>Grove City, OH 43123              |
| Jeremy and Brittany Solomon<br>8129 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008687  | Karl and Teresa Hellstrom<br>8127 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008688           |
| William and Barbara Sams<br>8125 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008689     | Timothy and Rebecca Feldman<br>8123 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008690         |
| Donald and Roxanne Lushbaugh<br>8119 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008691 | Seth and Thea Harms<br>8117 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008692                 |
| Deborah Furey<br>8115 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008693                | Larry and Chekitha Beard<br>8113 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008694            |
| Richard and Sherry Kirby<br>8111 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008695     | Jessie and Betty Tatum<br>8109 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008696              |
| Joseph and Tammy Meyers<br>8105 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008637      | Gene and Toni Albrecht<br>8095 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008638              |

Attachment: MI Annexation Exhibits (Annexation of 704 Waggoner Road)

*Exhibit C*



|                                                                                                               |                                                                                                         |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Scott and Marlene Lovelace<br>592 Bellow Park Court<br>Reynoldsburg, OH 43068<br>PN: 060-008649               | George Nkimbi and Mbenoh Nkemasong<br>595 Bellow Park Court<br>Reynoldsburg, OH 43068<br>PN: 060-008650 |
| Delane and Shannon Hye<br>585 Bellow Park Court<br>Reynoldsburg, OH 43068<br>PN: 060-008651                   | Hastings and Relindis Agbor<br>575 Bellow Park Court<br>Reynoldsburg, OH 43068<br>PN: 060-008652        |
| Daniel and Nancy Griffin<br>8021 Bellow Park Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008655                | Gregory and Katharine Davis<br>8011 Bellow Park Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008656       |
| S&P Rentals LLC<br>2700 East Dublin Granville Road<br>Columbus, OH 43231<br>PN: 060-008657 & 060-008585       | Stephanie and Lane Beougher<br>7991 Bellow Park Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008658       |
| Judith Allensworth<br>7981 Bellow Park Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008659                      | Laura Young<br>825 Sandrock Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008785                          |
| Leslie and Crystal Davies<br>775 Tricolor Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008786                   | David and Sydney Pallone<br>805 Sandrock Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008787             |
| Stanley and Iman Hunt<br>795 Sandrock Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008788                      | Scott and Kanah Heckman<br>7918 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008789          |
| Armenak Stepanian and Yelena Nersesian<br>7928 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008790 | James and Judith Lytle<br>7938 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008791           |
| Mark and Melissa Emerson<br>7948 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008792               | Shaun and Heather Slisher<br>7958 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008793        |
| JAG<br>7968 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008794                                    | Khadka Biswa, et al.<br>7978 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008795             |

|                                                                                                             |                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| William Edmonds<br>7988 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008796                      | Monique and Jason Leatherman<br>7998 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008797              |
| Gabriel and Kendall Howard<br>8008 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008798           | Rodney and Claudette Carter<br>8018 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008799               |
| Chali Mahat, et al.<br>8028 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008800                  | Pasco Lukunku Mkolu and Clemence Nkotanzo<br>8040 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008801 |
| Christopher and Robin Dalrymple<br>8052 Marble Park Avenue<br>Reynoldsburg, OH 43068<br>PN: 060-008802      | Anthony Dean and Alicia Gruenther<br>8064 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-008803              |
| Mohammad Mannan and Fatema Akhter<br>7766 Amelia Drive<br>Reynoldsburg, OH 43068<br>PN: 060-007815          | Scott Young<br>8078 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003824                                    |
| Kristopher Kane<br>8088 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-00382                            | Gary McKillip<br>8100 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003822                                  |
| Corey Tennant and Shannon Zimmerman<br>8988 Coral Canyon Circle<br>Reynoldsburg, OH 43068<br>PN: 060-003821 | Home SFR Borrower IV LLC<br>3505 Koger Boulevard, Suite 400<br>Duluth, GA 30096<br>PN: 060-003820                |
| Kristen Brown<br>8128 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003819                             | Willo Ray<br>8138 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003818                                      |
| Alexander and Katelyn Rieser<br>8148 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003817              | Charles and Marie Cochran<br>8158 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003816                      |
| James and Tina Cassell, Trustees<br>8168 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003815          | Ryan and Casei Phillips<br>7490 Broadwyn Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003814                       |

|                                                                                                 |                                                                                                         |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Robert and Pamela Anderson<br>8188 Maugham Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003813    | William and Patricia Bates<br>2546 Burgundy Lane<br>Columbus, OH 43232<br>PN: 060-003812                |
| Valentina Kapinos<br>885 Hilton Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003811               | Robert and Christine Messaros<br>875 Hilton Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003810           |
| Donna Kay Long<br>874 Hilton Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003809                  | Robert and Becky Williams<br>884 Hilton Drive<br>Reynoldsburg, OH 43068<br>PN: 060-003808               |
| Theodore and Jennifer Thomas<br>7840 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 060-008582 | Jeff Edelstein<br>2428 Morse Ravine Drive<br>Columbus, OH 43224<br>PN: 060-008584                       |
| Steven Hatton and Tami Williams<br>7600 Asden Court<br>Reynoldsburg, OH 43068<br>PN: 060-09300  | Trenna Briscoe, Trustee<br>8141 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 061-000018          |
| Willard and Karen Lyons<br>8139 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 061-000019  | John and Tina Barnett<br>8137 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 061-000020            |
| James Mahaffey<br>8135 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 061-000021           | Peter and Thongbay Phonhphaseuth<br>8131 Reynoldswood Drive<br>Reynoldsburg, OH 43068<br>PN: 061-000022 |
| Floyd and Peggy Welford<br>8383 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 061-000004      | Daniel and Carolyn Jones<br>8377 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 061-000005             |
| Joseph and Amanda Wahler<br>8371 Rodebaugh Road<br>Reynoldsburg, OH 43068<br>PN: 061-000006     | City of Reynoldsburg Ohio<br>7232 East Main Street<br>Reynoldsburg, OH 43068<br>PN: 061-000058          |
| Noah Jones<br>699 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-000917                     | Bernard Moyer<br>579 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-001182                          |

|                                                                                                |                                                                                                                           |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Ty Newberry<br>563 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-001829                   | Tammy Hall<br>555 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-001224                                               |
| Robert and Margaret Holomuzki<br>730 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-000244 | Judy Brammer<br>754 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-000926                                             |
| Arthur Baer, Trustee<br>777 Waggoner Road<br>Reynoldsburg, OH 43068<br>PN: 263-000924          | Richard and Kristin Martino<br>8354 Lucerne Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.190                          |
| Nicole Kerr<br>681 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.189                  | Kathryn Edmister<br>691 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.188                                        |
| Gita Adhikari<br>699 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.187                | Jose and Teresa Zamora<br>707 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.186                                  |
| Jannine Jakubisin<br>721 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.185            | American Homes 4 Rent Properties Seven LLC<br>30601 Agoura Road, Suite 200<br>Agoura Hills, CA 91301<br>013-030180-00.184 |
| Yohannes Asfaw<br>745 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.183               | Sharon Stone<br>751 Corgi Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.147                                            |
| Larry Steffey<br>761 Ardennes Court<br>Reynoldsburg, OH 43068<br>013-030180-00.146             | Deo Adhikari, et al.<br>773 Ardennes Court<br>Reynoldsburg, OH 43068<br>013-030180-00.145                                 |
| Jonathan Prater<br>777 Ardennes Court<br>Reynoldsburg, OH 43068<br>013-030180-00.144           | Jason and Jodi Slattery<br>787 Ardennes Court<br>Reynoldsburg, OH 43068<br>013-030180-00.143                              |
| Nathaniel Sherman<br>8318 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.132       | Rick and Sandra Stapleton<br>8316 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.131                          |

|                                                                                                |                                                                                                  |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Nar Dhakal<br>8312 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.130              | Anthony and Silvia Graves<br>8310 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.129 |
| Jason Stone<br>8306 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.128             | Nicholas and Keylee Unger<br>8302 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.127 |
| Michael and Alicia Frey<br>8296 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.126 | Joce Obednikovski<br>8292 Priestley Drive<br>Reynoldsburg, OH 43068<br>013-030180-00.125         |



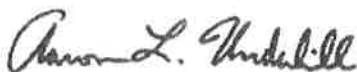
**NOTICE OF FILING OF ANNEXATION PETITION**

**TO:** Adjacent Property Owner

In accordance with the provision of Section 709.03 of the Ohio Revised Code, you are hereby notified that, on the 17<sup>th</sup> day of March, 2020, the undersigned, as Agent for the Petitioner, filed an Annexation Petition in the Office of the Board of County Commissioners of Franklin County, Ohio.

Said Petition prays for annexation to the City of Reynoldsburg, Ohio, of +/- 130.91 acres in Truro Township.

This Notice is being provided to you as an adjacent property owner as required by Franklin County and state law. A copy of said Petition, with description and plat, is attached hereto and made a part hereof.



Aaron L. Underhill, Esq., Agent for Petitioners  
Underhill & Hodge LLC  
8000 Walton Parkway, Suite 260  
New Albany, Ohio 43054  
614.335.9320

Dated: 3.17.20

Attachment: MI Annexation Exhibits (Annexation of 704 Waggoner Road)

Exhibit D



# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **July 13, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Sanitary Sewer Rehabilitation Project - Rosehill / Kaiser Road Area**

---

Approval:

|                       |                        |                          |
|-----------------------|------------------------|--------------------------|
| Pending<br>Joe Begeny | Pending<br>Chris Shook | Pending<br>Stephen Cicak |
|-----------------------|------------------------|--------------------------|

Emergency/Suspension:      Emergency

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

Explanation of legislation and need: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2020 completion.

Requesting that the third read and the 30-day referendum be waived given City Council will recess for the month of August.

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2020 SEWER REHABILITATION PROJECT FOR THE ROSEHILL/KAISER ROAD AREA, AND DECLARING AN EMERGENCY**

WHEREAS, the Rosehill / Kaiser area sewer lines are in need of maintenance that can only be effectively repaired through the rehabilitation of those lines; and

WHEREAS, the upgrading and repair of the Rosehill / Kaiser area sewer lines would provide added protection against the failure of the existing sewage collection system.

WHEREAS, this work is being performed as part of the City's annual Capacity Management, Operation and Maintenance (CMOM) Program, mandated by the Ohio Environmental Protection Agency (OEPA).

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Insituform in the amount of \$264,212.25 for the Rosehill / Kaiser Road area 2020 sewer rehabilitation project with project costs to be:

Contract amount..... \$ 264,212.25

Contingency 10%.....\$ 26,421.00

Total.....\$ 290,633.25

SECTION 2. That to fund the project, an amount of \$290,633.25 will be unappropriated from Sewer CIP Account 720.000.0000.4470 and shall be and is hereby appropriated to account number 720.000.0176.5622 Sewer Rehabilitation Rosehill/Kaiser Project.

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



Engineers, Surveyors, Planners, Scientists

## MEMO

Date: July 6, 2020

To: William Dorman, Director of Public Service

From: Nicholas Mill, PE

Subject: Rosehill and Kaiser Area Sanitary Sewer Rehabilitation Bid Results

Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on the contractor's bid pricing:

|                                                  |               |
|--------------------------------------------------|---------------|
| Base Bid:.....                                   | \$ 264,212.25 |
| Recommended Contingency (10%):.....              | \$ 26,421.00  |
| Construction Management/Inspection (EMH&T):..... | \$ 24,635.00  |
| <hr/>                                            |               |
| TOTAL CONSTRUCTION PHASE BUDGET:.....            | \$ 315,268.25 |

I have attached the Bid Tabulation, Award Recommendation Letter, Lowest and Best Evaluation Sheet, Notice of Award, and Construction Services proposal to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing and schedule a preconstruction meeting. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Award Recommendation Letter  
 Bid Tabulation  
 Lowest and Best Evaluation  
 Notice of Award  
 Proposal for Construction Management and Inspection Services

Attachment: Rosehill Sewerline Rehab Award Memo (Sanitary Sewer Rehabilitation Project)





Engineers, Surveyors, Planners, Scientists

July 6, 2020

Mr. William Dorman  
Director of Public Service  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

**Re: Rosehill and Kaiser Area Sanitary Sewer Rehabilitation**

Dear Mr. Dorman,

We have completed our analysis of the bids received on July 6, 2020 for the Rosehill and Kaiser Area Sanitary Sewer Rehabilitation project. Based on our review of the public bid results, we recommend that the contract be awarded to Insituform Technologies, LLC for the amount of \$264,212.25 for the work included under the Base Bid. Insituform Technologies, LLC appears to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "N. Mill".

Nicholas D. Mill, PE

**Attachments:**

Bid Tabulation  
Lowest and Best Evaluation  
Notice of Award of Contract

Attachment: Rosehill Sewerline Rehab Award Recommendation (Sanitary Sewer Rehabilitation Project)

CITY OF REYNOLDSBURG, OHIO  
Sanitary Sewer Rehabilitation for Rosehill/Kaiser Area  
EMH&T JN: 2020-0419  
Bids Received: July 6, 2020

| Ref. No.                                                                                           | Item No. | Description                                                                    | Quantity | Units | Engineer's Estimate |              | Insituform Technologies, LLC<br>17988 Edison Avenue<br>Chesterfield, MO 63005 |              | Granite Inliner, LLC<br>4350 Weaver Court Noth<br>Hilliard, OH 43026 |              | Insight Pipe Contracting, LLC<br>232 E. Lancaster Rd.<br>Harmony, PA 16037 |              |
|----------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------|----------|-------|---------------------|--------------|-------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------|--------------|----------------------------------------------------------------------------|--------------|
|                                                                                                    |          |                                                                                |          |       | Price               | Extension    | Price                                                                         | Extension    | Price                                                                | Extension    | Price                                                                      | Extension    |
| BASE BID                                                                                           |          |                                                                                |          |       |                     |              |                                                                               |              |                                                                      |              |                                                                            |              |
| 1                                                                                                  | 201      | Clearing and Grubbing                                                          | 1        | L.S.  | \$1,000.00          | \$1,000.00   | \$106.00                                                                      | \$106.00     | \$4,350.00                                                           | \$4,350.00   | \$7,370.00                                                                 | \$7,370.00   |
| 2                                                                                                  | 202      | Cleanout Removed                                                               | 2        | EA.   | \$1,000.00          | \$2,000.00   | \$530.00                                                                      | \$1,060.00   | \$550.00                                                             | \$1,100.00   | \$3,150.00                                                                 | \$6,300.00   |
| 3                                                                                                  | 207      | Sediment and Erosion Control                                                   | 1        | L.S.  | \$1,500.00          | \$1,500.00   | \$1.00                                                                        | \$1.00       | \$300.00                                                             | \$300.00     | \$1,050.00                                                                 | \$1,050.00   |
| 4                                                                                                  | 604      | Type C Manhole (SA-3)                                                          | 2        | EA.   | \$3,000.00          | \$6,000.00   | \$6,000.00                                                                    | \$12,000.00  | \$11,250.00                                                          | \$22,500.00  | \$8,420.00                                                                 | \$16,840.00  |
| 5                                                                                                  | 604*     | Manhole Frame & Lid Replacement to Grade, As Directed By Engineer, in Grass    | 12       | EA.   | \$450.00            | \$5,400.00   | \$850.00                                                                      | \$10,200.00  | \$880.00                                                             | \$10,560.00  | \$840.00                                                                   | \$10,080.00  |
| 6                                                                                                  | 604*     | Manhole Frame & Lid Replacement to Grade, As Directed By Engineer, in Pavement | 1        | EA.   | \$800.00            | \$800.00     | \$1,600.00                                                                    | \$1,600.00   | \$1,650.00                                                           | \$1,650.00   | \$1,575.00                                                                 | \$1,575.00   |
| 7                                                                                                  | 607*     | Fence, Remove and Replace                                                      | 320      | L.F.  | \$65.00             | \$20,800.00  | \$8.50                                                                        | \$2,720.00   | \$20.00                                                              | \$6,400.00   | \$9.00                                                                     | \$2,880.00   |
| 8                                                                                                  | 614      | Maintenance of Traffic                                                         | 1        | L.S.  | \$5,000.00          | \$5,000.00   | \$1,000.00                                                                    | \$1,000.00   | \$600.00                                                             | \$600.00     | \$1,000.00                                                                 | \$1,000.00   |
| 9                                                                                                  | SS-3     | Bypass Pumping                                                                 | 1        | L.S.  | \$5,000.00          | \$5,000.00   | \$15,000.00                                                                   | \$15,000.00  | \$1,125.50                                                           | \$1,125.50   | \$8,000.00                                                                 | \$8,000.00   |
| 10                                                                                                 | SS-6*    | Chemical Grouting                                                              | 10       | GAL.  | \$150.00            | \$1,500.00   | \$80.00                                                                       | \$800.00     | \$82.50                                                              | \$825.00     | \$77.00                                                                    | \$770.00     |
| 11                                                                                                 | SS-7*    | Cementitious Grouting                                                          | 15       | C.F.  | \$150.00            | \$2,250.00   | \$53.00                                                                       | \$795.00     | \$55.00                                                              | \$825.00     | \$52.00                                                                    | \$780.00     |
| 12                                                                                                 | SS-10    | Standard Manhole Rehabilitation, As Per Plan                                   | 230      | V.F.  | \$235.00            | \$54,050.00  | \$240.00                                                                      | \$55,200.00  | \$253.00                                                             | \$58,190.00  | \$242.00                                                                   | \$55,660.00  |
| 13                                                                                                 | SS-11    | Lateral Status Determination Report                                            | 1        | L.S.  | \$2,000.00          | \$2,000.00   | \$750.00                                                                      | \$750.00     | \$6,000.00                                                           | \$6,000.00   | \$1,500.00                                                                 | \$1,500.00   |
| 14                                                                                                 | SS-12    | 8-in Cured-In-Place Pipe (Thickness = 6.0mm)                                   | 3,253    | L.F.  | \$36.00             | \$117,108.00 | \$39.25                                                                       | \$127,680.25 | \$37.50                                                              | \$121,987.50 | \$38.00                                                                    | \$123,614.00 |
| 15                                                                                                 | SS-12    | 18-in Cured-In-Place Pipe (Thickness = 15.0mm)                                 | 428      | L.F.  | \$75.00             | \$32,100.00  | \$80.00                                                                       | \$34,240.00  | \$78.50                                                              | \$33,598.00  | \$78.00                                                                    | \$33,384.00  |
| 16                                                                                                 | SS-12*   | Trim Protruding Tap                                                            | 5        | EA.   | \$300.00            | \$1,500.00   | \$100.00                                                                      | \$500.00     | \$260.00                                                             | \$1,300.00 A | \$400.00                                                                   | \$2,000.00   |
| 17                                                                                                 | SS-12*   | 1.5 mm Incremental Wall Thickness Increase (8-in)                              | 300      | L.F.  | \$2.50              | \$750.00     | \$1.20                                                                        | \$360.00     | \$1.50                                                               | \$450.00     | \$0.80                                                                     | \$240.00     |
| 18                                                                                                 | SS-12*   | 1.5 mm Incremental Wall Thickness Increase (18-in)                             | 100      | L.F.  | \$2.50              | \$250.00     | \$2.00                                                                        | \$200.00     | \$3.00                                                               | \$300.00     | \$2.50                                                                     | \$250.00     |
| *Contingency Items<br><br>BIDDER'S TOTAL FOR BASE BID =<br>CORRECTED BIDDER'S TOTAL FOR BASE BID = |          |                                                                                |          |       | \$259,008.00        |              | \$264,212.25                                                                  |              | \$271,761.00                                                         |              | \$273,293.00                                                               |              |
|                                                                                                    |          |                                                                                |          |       | NA                  |              | NA                                                                            |              | \$272,061.00 A                                                       |              | NA                                                                         |              |
| A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder    |          |                                                                                |          |       |                     |              |                                                                               |              |                                                                      |              |                                                                            |              |

BY:

Nicholas D. Mill, PE

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

Attachment: Rosehill Sewerline Rehab Bid Tabulation (Sanitary Sewer Rehabilitation Project)



Engineers, Surveyors, Planners, Scientists

## MEMO

Date: July 6, 2020  
 To: William Dorman, Director of Public Service  
 From: Nicholas Mill, PE  
 Subject: Rosehill and Kaiser Area Sanitary Sewer Rehabilitation Bid Results  
 Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on the contractor's bid pricing:

|                                                  |               |
|--------------------------------------------------|---------------|
| Base Bid:.....                                   | \$ 264,212.25 |
| Recommended Contingency (10%):.....              | \$ 26,421.00  |
| Construction Management/Inspection (EMH&T):..... | \$ 24,635.00  |
| <hr/>                                            |               |
| TOTAL CONSTRUCTION PHASE BUDGET:.....            | \$ 315,268.25 |

I have attached the Bid Tabulation, Award Recommendation Letter, Lowest and Best Evaluation Sheet, Notice of Award, and Construction Services proposal to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing and schedule a preconstruction meeting. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Award Recommendation Letter  
 Bid Tabulation  
 Lowest and Best Evaluation  
 Notice of Award  
 Proposal for Construction Management and Inspection Services



Engineers, Surveyors, Planners, Scientists

July 6, 2020

Mr. William Dorman  
 Director of Public Service  
 City of Reynoldsburg  
 7232 East Main Street  
 Reynoldsburg, OH 43068

**Subject:** Reynoldsburg – Sewer Rehabilitation for Rosehill/Kaiser Area  
 Proposal for Construction Phase Engineering Services

Dear Mr. Dorman,

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to submit this proposal for Construction Phase Services to the City of Reynoldsburg for the 2020 Sanitary Rehabilitation project. We understand the project will consist of pipe lining, pipe replacement, and manhole rehabilitation. The City received bids for this improvement earlier today and the apparent low bidder is Insituform Technologies, with a bid of \$264,212.25. The scope and fee are presented herein.

#### **SCOPE OF SERVICES**

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

1. Construction Representation/Contract Administration:
  - a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
    - i. EMH&T will provide the following for the meeting:
      - Meeting agenda
      - Sign-in sheet
      - Submittal log
      - Meeting summary for the City and attendees
  - b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
  - c. Conduct bi-weekly Progress Meetings (or as otherwise directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
    - i. EMH&T will provide for the meeting the following:
      - Meeting agenda
      - Sign-in sheet
      - Meeting summary for the City and attendees

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

2. Records/Document Control:

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

3. Design Consultation During Construction:

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

4. Resident Project Representation:

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



**EXCLUSIONS:**

EMH&T shall not be responsible for:

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

**SCHEDULE**

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 150 days.

**FEE**

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

Reynoldsburg 2020 Sanitary Sewer Rehabilitation

- Construction Phase Engineering

| <b>Description of Service/Task</b>              | <b>Fee</b>         |
|-------------------------------------------------|--------------------|
| Construction Representation                     | \$7,825.00         |
| Resident/Standby Representation                 | \$15,560.00        |
| Reimbursable Expenses (printing, mileage, etc.) | \$1,250.00         |
| <b>PROPOSAL TOTAL FEE</b>                       | <b>\$24,635.00</b> |

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If this description and estimated fee meet with your approval please authorize with your signature below. Should you have any questions regarding this proposal please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Ryan M. Andrews, PE

City of Reynoldsburg  
Sewer Rehabilitation for Graham/Main Area and Northfield/Cottingham Area

July 6, 2020

**Acceptance and Authorization to Proceed:**

**APPROVED – CITY OF REYNOLDSBURG, OHIO**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
PO Number

\_\_\_\_\_  
Print Name/Date

Copies: Paul Hellman, City of Reynoldsburg  
Mark Spears, EMH&T Inc.

Attachment: Rosehill Sewerline Rehab Proposal (Sanitary Sewer Rehabilitation Project)

| Rosehill/Kaiser Area Sanitary Sewer Rehabilitation - City of Reynoldsburg, Ohio                                                                                                                                                               |                                                                                                                                                          |                                                                                                                           |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor                                                                                                                                                                                                                                    | Insituform Technologies, LLC                                                                                                                             | Granite Inliner, LLC                                                                                                      | Insight Pipe Contracting, LLC                                                                                                                                            |
| Bid Price (pg BF-2)                                                                                                                                                                                                                           | \$ 264,212.25                                                                                                                                            | \$ 271,761.00                                                                                                             | \$ 273,293.00                                                                                                                                                            |
| Bid Guaranty and Contract Bond (pg BGCB-1 & 2)                                                                                                                                                                                                | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| Licensed Acceptable Surety (pg BGCB-2)                                                                                                                                                                                                        | Travelers Casualty and Surety Company of America                                                                                                         | Travelers Casualty and Surety Company of America                                                                          | Cincinnati Insurance Company                                                                                                                                             |
| AM Best Surety Rating & No.                                                                                                                                                                                                                   | A++ / 003609                                                                                                                                             | A++ / 003609                                                                                                              | A+ / 000258                                                                                                                                                              |
| Delinquent Personal Property Tax Affidavit (pg CPPTA)                                                                                                                                                                                         | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| Addendum 1 Acknowledgement                                                                                                                                                                                                                    | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| (a) Has a history of consistently completing projects to the Owner's satisfaction                                                                                                                                                             | Insituform most recently completed a Sanitary Sewer Rehabilitation Project for Reynoldsburg in 2017. This work was performed to the City's satisfaction. | Granite Inliner has not recently performed work for the City of Reynoldsburg.                                             | Last worked on the 2015 Reynoldsburg Sewer Rehabilitation project and performed satisfactorily.                                                                          |
| (b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;                                                                                                                                    | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| (c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;                                                                                                                    | Yes; Insituform exclusively performs the type of work required for this project and has completed many projects throughout the state of Ohio             | Granite Inliner is a nationwide presence with \$26,000,000 worth of sanitary sewer lining projects currently in contract. | Provided an extensive history of projects of the approximate size and scope as this one as well as a list of similar projects currently in process.                      |
| (d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;        | Insituform has demonstrated the ability to complete quality work in a timely fashion.                                                                    | Has consistent work on a national level. Some pending claims against the company but no judgments in the last 5 years.    | Last worked on the 2015 Reynoldsburg Sewer Rehabilitation project and performed satisfactorily. Has attested to having no claims filed against them in the last 5 years. |
| (e) Possesses adequate equipment and facilities to complete the work;                                                                                                                                                                         | Insituform is one of the largest and most experienced sanitary sewer rehabilitation companies operating in the area.                                     | Has shown that they have sufficient equipment and materials to perform this type of work in the recent past.              | Insight Pipe is one of the largest and most experienced sanitary sewer rehabilitation companies operating in the area.                                                   |
| (f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;                                                                                                                    | Insituform is one of the largest and most experienced sanitary sewer rehabilitation companies operating in the area.                                     | Granite Inliner is a nationwide presence with \$26,000,000 worth of sanitary sewer lining projects currently in contract. | Project history and average annual contract value shows sufficient work force to complete the project.                                                                   |
| (g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;                                   | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| (h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;                                                                                                                                        | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| (i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code; | Yes                                                                                                                                                      | Yes                                                                                                                       | Yes                                                                                                                                                                      |
| (j) Owner's prior experience with Bidder's Surety;                                                                                                                                                                                            | No prior issues.                                                                                                                                         | No prior issues.                                                                                                          | No prior issues.                                                                                                                                                         |
| (k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;                                                                                                                                    | N/A                                                                                                                                                      | N/A                                                                                                                       | N/A                                                                                                                                                                      |
| (l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.                                                                                | N/A                                                                                                                                                      | N/A                                                                                                                       | N/A                                                                                                                                                                      |
| Recommended as Lowest and Best                                                                                                                                                                                                                | X                                                                                                                                                        |                                                                                                                           |                                                                                                                                                                          |
| Completed by:                                                                                                                                                                                                                                 | EMH&T, Inc. -Nicholas D. Mill, PE                                                                                                                        |                                                                                                                           |                                                                                                                                                                          |
| Signature/Date:                                                                                                                                                                                                                               |  7/6/2020                                                             |                                                                                                                           |                                                                                                                                                                          |

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **July 13, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **EMH&T Inspection Services for 2020 Sanitary Rehabilitation Project**

---

Approval:

|                       |                        |                          |
|-----------------------|------------------------|--------------------------|
| Pending<br>Joe Begeny | Pending<br>Chris Shook | Pending<br>Stephen Cicak |
|-----------------------|------------------------|--------------------------|

Emergency/Suspension:      Emergency

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

Explanation of legislation and need: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2020 completion.

Requesting that the third read and the 30-day referendum be waived given City Council will recess for the month of August.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES FOR THE 2020  
SEWERLINE REHABILITATION PROGRAM FOR ROSEHILL / KAISER ROAD  
AREA, AND DECLARING AN EMERGENCY**

WHEREAS, the Rosehill / Kaiser area sewer lines are in need of maintenance that can only be effectively repaired through the rehabilitation of those lines; and

WHEREAS, the upgrading and repair of the Rosehill / Kaiser area sewer lines would provide added protection against the failure of the existing sewage collection system; and

WHEREAS, this work is being performed as part of the City's annual Capacity Management Operation and Maintenance (CMOM) Program, mandated by the Ohio Environmental Protection Agency (OEPA).

## **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T, in the amount of \$ 24,635.00 for administration and inspection services for the 2020 sanitary sewer rehabilitation for Rosehill / Kaiser Road area project.

SECTION 2. That \$ 24,635.00 be appropriated from the unencumbered funds in the Sewer CIP Fund account number 720.000.0000.4470 and appropriated to account 720.000.0176.5622 Wastewater/Sewer Fund.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2020 completion. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

## MEMO

Date: July 6, 2020  
 To: William Dorman, Director of Public Service  
 From: Nicholas Mill, PE  
 Subject: Rosehill and Kaiser Area Sanitary Sewer Rehabilitation Bid Results  
 Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on the contractor's bid pricing:

|                                                  |               |
|--------------------------------------------------|---------------|
| Base Bid:.....                                   | \$ 264,212.25 |
| Recommended Contingency (10%):.....              | \$ 26,421.00  |
| Construction Management/Inspection (EMH&T):..... | \$ 24,635.00  |
| <hr/>                                            |               |
| TOTAL CONSTRUCTION PHASE BUDGET:.....            | \$ 315,268.25 |

I have attached the Bid Tabulation, Award Recommendation Letter, Lowest and Best Evaluation Sheet, Notice of Award, and Construction Services proposal to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing and schedule a preconstruction meeting. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Award Recommendation Letter  
 Bid Tabulation  
 Lowest and Best Evaluation  
 Notice of Award  
 Proposal for Construction Management and Inspection Services



# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **July 13, 2020**

**TO:**               **Public Service and Transportation Committee**

**RE:**               **Roselawn Avenue Water Main Replacement Project Phase 2 (Stouder Road to Kaiser Drive)**

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Approval:

|                       |                        |                          |
|-----------------------|------------------------|--------------------------|
| Pending<br>Joe Begeny | Pending<br>Chris Shook | Pending<br>Stephen Cicak |
|-----------------------|------------------------|--------------------------|

Emergency/Suspension:      Emergency

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

Explanation of legislation and need: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2020 completion.

Requesting that the third read and the 30-day referendum be waived given City Council will recess for the month of August.

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE WATER MAIN REPLACEMENT PROJECT FOR ROSELAWN AVENUE, PHASE 2, AND DECLARING AN EMERGENCY**

WHEREAS, this project is the continuation of the Roselawn Avenue (Stouder Road to Kaiser Drive) water main project to complete the job of replacing the water main; and

WHEREAS, this project is a continuation of the water main replacement project on Roselawn Avenue Phase 1 that was completed in 2019; and

WHEREAS, the upgrading and replacing of the Roselawn Avenue (Stouder Road to Kaiser Drive) water main will improve the pressure and reliability within the said district, given the age and deterioration of the existing system.

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Columbus Asphalt Paving in the amount of \$314,285.00 for the construction of the water main replacement project on Roselawn Avenue, Phase 2 (Stouder Road to Kaiser Drive) with project costs to be:

Contract amount.....\$ 314,285.00

Contingency.....\$ 31,429.00

Total..... \$ 345,714.00

SECTION 2. That to fund the project, an amount of \$345,714.00 will be unappropriated from Water CIP Account 710.000.0000.4470 and shall be and is hereby appropriated to account number 710.000.0177.5621 Water Main Replacement.

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



Engineers, Surveyors, Planners, Scientists

July 6, 2020

Mr. William Dorman  
Director of Public Service  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

**Re: Roselawn Avenue Water Main Replacement, Phase 2**

Dear Mr. Dorman,

We have completed our analysis of the bids received on July 6, 2020 for the Roselawn Water Main Replacement, Phase 2 project. Based on our review of the public bid results, we recommend that the contract be awarded to Columbus Asphalt Paving for the amount of \$ 314,285.00 for the work included under the Base Bid. Columbus Asphalt Paving appears to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "N. Mill".

Nicholas D. Mill, PE

Attachments:

Bid Tabulation  
Lowest and Best Evaluation  
Notice of Award of Contract

Attachment: Roselawn Award Recommendation Phase 2 (Roselawn Water Main Replacement Phase 2)



Engineers, Surveyors, Planners, Scientists

## MEMO

Date: July 6, 2020

To: William Dorman, Director of Public Service

From: Nicholas Mill, PE

Subject: Roselawn Avenue Water Main Replacement, Phase 2

Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on the contractor's bid pricing:

|                                                  |               |
|--------------------------------------------------|---------------|
| Base Bid:.....                                   | \$ 314,285.00 |
| Recommended Contingency (10%):.....              | \$ 31,429.00  |
| Construction Management/Inspection (EMH&T):..... | \$ 30,905.00  |
| <hr/>                                            |               |
| TOTAL CONSTRUCTION PHASE BUDGET:.....            | \$ 376,619.00 |

I have attached the Bid Tabulation, Award Recommendation Letter, Lowest and Best Evaluation Sheet, Notice of Award, and Construction Services proposal to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing and schedule a preconstruction meeting. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Award Recommendation Letter  
 Bid Tabulation  
 Lowest and Best Evaluation  
 Notice of Award  
 Proposal for Construction Management and Inspection Services

CITY OF REYNOLDSBURG, OHIO  
Water Main Replacement Project for Roselawn Avenue Phase 2  
EMH&T JN: 2020-0420  
Bids Received: July 6, 2020

| Ref. No.                                      | Item No. | Description                                                                                                | Quantity | Units | Engineer's Estimate |              | Columbus Asphalt Paving<br>1196 Technology Drive<br>Gahanna, Ohio 43230 |              | Elite Excavating Co. of Ohio, Inc.<br>4500 Snodgrass Road<br>Mansfield, Ohio 44903 |              | Strawser Paving Company<br>1595 Frank Road<br>Columbus, Ohio 43223 |              | Danbert, Inc.<br>8077 Memorial Drive<br>Plain City, Ohio 43064 |                |
|-----------------------------------------------|----------|------------------------------------------------------------------------------------------------------------|----------|-------|---------------------|--------------|-------------------------------------------------------------------------|--------------|------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------|--------------|----------------------------------------------------------------|----------------|
|                                               |          |                                                                                                            |          |       | Price               | Extension    | Price                                                                   | Extension    | Price                                                                              | Extension    | Price                                                              | Extension    | Price                                                          | Extension      |
| Roselawn Avenue (Stouder-West to Kaiser-East) |          |                                                                                                            |          |       |                     |              |                                                                         |              |                                                                                    |              |                                                                    |              |                                                                |                |
| 1                                             | 259      | Permanent Pavement Replacement, Type 2B, Per R-2                                                           | 650      | S.Y.  | \$100.00            | \$65,000.00  | \$70.00                                                                 | \$45,500.00  | \$90.00                                                                            | \$58,500.00  | \$65.00                                                            | \$42,250.00  | \$82.00                                                        | \$53,300.00    |
| 2                                             | 608      | Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9                      | 600      | S.F.  | \$15.00             | \$9,000.00   | \$14.00                                                                 | \$8,400.00   | \$20.00                                                                            | \$12,000.00  | \$10.00                                                            | \$6,000.00   | \$18.00                                                        | \$10,800.00    |
| 3                                             | 608      | Curb Ramp and Landing, Class COC 5                                                                         | 70       | S.F.  | \$15.00             | \$1,050.00   | \$30.00                                                                 | \$2,100.00   | \$30.00                                                                            | \$2,100.00   | \$22.50                                                            | \$1,575.00   | \$29.00                                                        | \$2,030.00     |
| 4                                             | 609      | Standard Combined Curb & Gutter (Removal & Replacement), Per R-6                                           | 40       | L.F.  | \$55.00             | \$2,200.00   | \$40.00                                                                 | \$1,600.00   | \$90.00                                                                            | \$3,600.00   | \$65.00                                                            | \$2,600.00   | \$95.00                                                        | \$3,800.00     |
| 5                                             | 653      | Topsoil, Furnished and Placed (D=3", Typ.)                                                                 | 11       | C.Y.  | \$100.00            | \$1,100.00   | \$110.00                                                                | \$1,210.00   | \$40.00                                                                            | \$440.00     | \$150.00                                                           | \$1,650.00   | \$123.00                                                       | \$1,353.00     |
| 6                                             | 659      | Seeding and Mulching, Per Plan                                                                             | 130      | S.Y.  | \$10.00             | \$1,300.00   | \$10.50                                                                 | \$1,365.00   | \$15.00                                                                            | \$1,950.00   | \$8.00                                                             | \$1,040.00   | \$11.00                                                        | \$1,430.00     |
| 7                                             | 801      | 8-in C-900 Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11        | 1,008    | L.F.  | \$130.00            | \$131,040.00 | \$115.00                                                                | \$115,920.00 | \$130.00                                                                           | \$131,040.00 | \$125.00                                                           | \$126,000.00 | \$135.00                                                       | \$136,080.00   |
| 8                                             | 801      | 6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11 | 32       | L.F.  | \$118.13            | \$3,780.00   | \$190.00                                                                | \$6,080.00   | \$130.00                                                                           | \$4,160.00   | \$120.00                                                           | \$3,840.00   | \$152.00                                                       | \$4,864.00     |
| 9                                             | 801*     | Ductile Iron Fittings, Increase or Decrease                                                                | 500      | Lbs.  | \$3.00              | \$1,500.00   | \$6.50                                                                  | \$3,250.00   | \$1.00                                                                             | \$500.00     | \$1.85                                                             | \$925.00     | \$4.00                                                         | \$2,000.00     |
| 10                                            | 802      | 6-in Water Valve with HD Box, Per WA-9                                                                     | 3        | Ea.   | \$1,300.00          | \$3,900.00   | \$1,400.00                                                              | \$4,200.00   | \$1,200.00                                                                         | \$3,600.00   | \$875.00                                                           | \$2,625.00   | \$1,307.00                                                     | \$3,921.00 A   |
| 11                                            | 802      | 8-in Water Valve with HD Box, Per WA-9                                                                     | 3        | Ea.   | \$1,500.00          | \$4,500.00   | \$1,900.00                                                              | \$5,700.00   | \$1,600.00                                                                         | \$4,800.00   | \$1,275.00                                                         | \$3,825.00   | \$1,679.00                                                     | \$5,037.00     |
| 12                                            | 805      | 3/4-in Water Service, Transferred (Long) w/New Service Box, Per WA-4                                       | 12       | Ea.   | \$2,250.00          | \$27,000.00  | \$2,600.00                                                              | \$31,200.00  | \$2,800.00                                                                         | \$33,600.00  | \$3,200.00                                                         | \$38,400.00  | \$2,139.00                                                     | \$25,668.00    |
| 13                                            | 805      | 3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4                                      | 12       | Ea.   | \$1,850.00          | \$22,200.00  | \$2,600.00                                                              | \$31,200.00  | \$2,300.00                                                                         | \$27,600.00  | \$3,100.00                                                         | \$37,200.00  | \$1,737.00                                                     | \$20,844.00    |
| 14                                            | 805*     | 3/4" Type K Copper Tubing, As Per Plan                                                                     | 30       | L.F.  | \$40.00             | \$1,200.00   | \$80.00                                                                 | \$2,400.00   | \$37.00                                                                            | \$1,110.00   | \$2.90                                                             | \$87.00      | \$98.00                                                        | \$2,940.00     |
| 15                                            | 808      | Cut and Plug Existing 8-in Water Main                                                                      | 2        | Ea.   | \$500.00            | \$1,000.00   | \$2,200.00                                                              | \$4,400.00   | \$2,000.00                                                                         | \$4,000.00   | \$4,700.00                                                         | \$9,400.00   | \$2,113.00                                                     | \$4,226.00     |
| 16                                            | 808      | Valve, Abandoned Below Grade per 808.05                                                                    | 5        | Ea.   | \$250.00            | \$1,250.00   | \$325.00                                                                | \$1,625.00   | \$200.00                                                                           | \$1,000.00   | \$290.00                                                           | \$1,450.00   | \$682.00                                                       | \$3,410.00     |
| 17                                            | 809      | Fire Hydrant, Type A, Per WA-10                                                                            | 3        | Ea.   | \$4,000.00          | \$12,000.00  | \$4,000.00                                                              | \$12,000.00  | \$4,000.00                                                                         | \$12,000.00  | \$7,275.00                                                         | \$21,825.00  | \$3,433.00                                                     | \$10,299.00    |
| 18                                            | 809      | Fire Hydrant, Removed and Delivered to City                                                                | 2        | Ea.   | \$1,000.00          | \$2,000.00   | \$480.00                                                                | \$960.00     | \$500.00                                                                           | \$1,000.00   | \$2,200.00                                                         | \$4,400.00   | \$1,595.00                                                     | \$3,190.00     |
| 19                                            | 810      | Fire Hydrant Extension, 6-in Height                                                                        | 1        | Ea.   | \$800.00            | \$800.00     | \$825.00                                                                | \$825.00     | \$560.00                                                                           | \$560.00     | \$690.00                                                           | \$690.00     | \$753.00                                                       | \$753.00       |
| 20                                            | 901*     | 12-in Storm Sewer with Type 1 Bedding and 912 Backfill, As Directed                                        | 15       | L.F.  | \$110.00            | \$1,650.00   | \$170.00                                                                | \$2,550.00   | \$100.00                                                                           | \$1,500.00   | \$125.00                                                           | \$1,875.00   | \$97.00                                                        | \$1,455.00     |
| General Items                                 |          |                                                                                                            |          |       |                     |              |                                                                         |              |                                                                                    |              |                                                                    |              |                                                                |                |
| 21                                            | 207      | Sedimentation and Erosion Control                                                                          | 1        | L.S.  | \$2,500.00          | \$2,500.00   | \$2,000.00                                                              | \$2,000.00   | \$1,500.00                                                                         | \$1,500.00   | \$1,500.00                                                         | \$1,500.00   | \$1,533.00                                                     | \$1,533.00     |
| 22                                            | 614      | Maintenance of Traffic                                                                                     | 1        | L.S.  | \$10,000.00         | \$10,000.00  | \$12,500.00                                                             | \$12,500.00  | \$5,000.00                                                                         | \$5,000.00   | \$4,500.00                                                         | \$4,500.00   | \$13,426.00                                                    | \$13,426.00    |
| 23                                            | 623      | Construction Layout Stakes                                                                                 | 1        | L.S.  | \$5,000.00          | \$5,000.00   | \$2,000.00                                                              | \$2,000.00   | \$2,000.00                                                                         | \$2,000.00   | \$7,500.00                                                         | \$7,500.00   | \$3,695.00                                                     | \$3,695.00     |
| 24                                            | 811*     | Increase or Decrease in Excavation and Backfill                                                            | 200      | C.Y.  | \$25.00             | \$5,000.00   | \$69.00                                                                 | \$13,800.00  | \$5.00                                                                             | \$1,000.00   | \$40.00                                                            | \$8,000.00   | \$70.00                                                        | \$14,000.00    |
| 25                                            | SPEC     | Water Coordinate Table                                                                                     | 1        | L.S.  | \$3,000.00          | \$3,000.00   | \$1,500.00                                                              | \$1,500.00   | \$1,800.00                                                                         | \$1,800.00   | \$2,000.00                                                         | \$2,000.00   | \$3,154.00                                                     | \$3,154.00     |
| *Contingency Items                            |          |                                                                                                            |          |       |                     |              |                                                                         |              |                                                                                    |              |                                                                    |              |                                                                |                |
| BIDDER'S TOTAL FOR BASE BID =                 |          |                                                                                                            |          |       |                     | \$318,970.00 |                                                                         | \$314,285.00 |                                                                                    | \$316,360.00 |                                                                    | \$331,157.00 |                                                                | \$337,129.00   |
| CORRECTED BIDDER'S TOTAL FOR BASE BID =       |          |                                                                                                            |          |       |                     | NA           |                                                                         | NA           |                                                                                    | NA           |                                                                    | NA           |                                                                | \$333,208.00 A |

<sup>A</sup> Correct Bidder's Total: Quantity from Addendum 1 was not updated by Bidder

BY:

Nicholas D. Mill, PE

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

| Water Main Replacement for Roselawn Avenue Phase 2 - City of Reynoldsburg, Ohio                                                                                                                                                               |                                                                                    |                                                                                                                                                                          |                                                                                                                                                                                                                |                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor                                                                                                                                                                                                                                    | Columbus Asphalt Paving                                                            | Elite Excavating Co. of Ohio, Inc.                                                                                                                                       | Strawser Paving Co. Inc.                                                                                                                                                                                       | Danbert, Inc                                                                                                                                                             |
| Bid Price (pg BF-2)                                                                                                                                                                                                                           | \$ 314,285.00                                                                      | \$ 316,360.00                                                                                                                                                            | \$ 331,157.00                                                                                                                                                                                                  | \$ 333,208.00                                                                                                                                                            |
| Bid Guaranty and Contract Bond (pg BGCB-1 & 2)                                                                                                                                                                                                | Yes                                                                                | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| Licensed Acceptable Surety (pg BGCB-2)                                                                                                                                                                                                        | Ohio Farmers Insurance Company                                                     | Travelers Casualty and Surety Company of America                                                                                                                         | Fidelity and Deposit Company of Maryland                                                                                                                                                                       | Fidelity and Deposit Company of Maryland                                                                                                                                 |
| AM Best Surety Rating & No.                                                                                                                                                                                                                   | A / 002381                                                                         | A++ / 003609                                                                                                                                                             | A+ / 000387                                                                                                                                                                                                    | A+ / 000387                                                                                                                                                              |
| Delinquent Personal Property Tax Affidavit (pg CPPTA)                                                                                                                                                                                         | Yes                                                                                | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| Addendum 1 Acknowledgement                                                                                                                                                                                                                    | No                                                                                 | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| (a) Has a history of consistently completing projects to the Owner's satisfaction                                                                                                                                                             | Contractor has performed satisfactorily on City contracts in the past.             | Contractor has performed work all over Ohio and completed projects of varying sizes.                                                                                     | Strawser consistently completes work to the City's standards, most recently the 2019 Street Program and the Palmer Road Reconstruction project.                                                                | Danbert has performed work for the City in a satisfactory manner most recently in 2016 and 2018.                                                                         |
| (b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;                                                                                                                                    | Yes                                                                                | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| (c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;                                                                                                                    | Has completed more than 10 projects of similar scope in the last 5 years.          | Listed specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent past. | In the last two years has completed work on more than 5 similarly sized or larger projects.                                                                                                                    | Listed specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent past. |
| (d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;        | Contractor has performed satisfactorily on City contracts in the past.             | Contractor has displayed acceptable performance and conduct throughout many similar projects.                                                                            | Has demonstrated acceptable conduct and performance on recent City of Reynoldsburg projects. Has not had claims filed against in the recent past. Is ODOT-prequalified for all types of work on this contract. | Danbert has shown the ability to complete quality work in a timely fashion.                                                                                              |
| (e) Possesses adequate equipment and facilities to complete the work;                                                                                                                                                                         | Owens and operates sufficient equipment to perform the work in the Contract.       | Owens and operates sufficient equipment to perform the work in the Contract.                                                                                             | Has shown that they have sufficient equipment and materials to perform this type of work in the recent past.                                                                                                   | Owens and operates sufficient equipment to perform the work in the Contract.                                                                                             |
| (f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;                                                                                                                    | Provided resumes for key personnel; has sufficient workforce to complete the work. | Project history shows Contractor has adequate work force.                                                                                                                | Estimated 150 full-time employees.                                                                                                                                                                             | Project history shows Danbert has adequate work force.                                                                                                                   |
| (g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;                                   | Yes                                                                                | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| (h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;                                                                                                                                        | Yes                                                                                | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| (i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code; | Yes                                                                                | Yes                                                                                                                                                                      | Yes                                                                                                                                                                                                            | Yes                                                                                                                                                                      |
| (j) Owner's prior experience with Bidder's Surety;                                                                                                                                                                                            | No prior issues.                                                                   | No prior issues.                                                                                                                                                         | No prior issues.                                                                                                                                                                                               | No prior issues.                                                                                                                                                         |
| (k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;                                                                                                                                    | N/A                                                                                | N/A                                                                                                                                                                      | N/A                                                                                                                                                                                                            | N/A                                                                                                                                                                      |
| (l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.                                                                                | N/A                                                                                | N/A                                                                                                                                                                      | N/A                                                                                                                                                                                                            | N/A                                                                                                                                                                      |
| Recommended as Lowest and Best                                                                                                                                                                                                                | X                                                                                  |                                                                                                                                                                          |                                                                                                                                                                                                                |                                                                                                                                                                          |
| Completed by:                                                                                                                                                                                                                                 |                                                                                    |                                                                                                                                                                          | EMH&T, Inc. -Nicholas D. Mill, PE                                                                                                                                                                              |                                                                                                                                                                          |
| Signature/Date:                                                                                                                                                                                                                               |                                                                                    |                                                                                                                                                                          |  7/6/2020                                                                                                                 |                                                                                                                                                                          |



# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **July 13, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Appointing EMH&T as Inspectors for Roselawn Avenue Water Main Replacement Project**

---

Approval:

|                       |                        |                          |
|-----------------------|------------------------|--------------------------|
| Pending<br>Joe Begeny | Pending<br>Chris Shook | Pending<br>Stephen Cicak |
|-----------------------|------------------------|--------------------------|

Emergency/Suspension:      Emergency

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

Explanation of legislation and need: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2020 completion.

Requesting that the third read and the 30-day referendum be waived given City Council will recess for the month of August.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES FOR THE WATER MAIN REPLACEMENT PROJECT FOR ROSELAWN AVENUE AREA PHASE 2, AND DECLARING AN EMERGENCY**

WHEREAS, this project is a continuation of the Roselawn Avenue, Phase 2 (Stouder Road to Kaiser Drive) water main replacement project started in 2019; and

WHEREAS, the upgrading and repair of the Roselawn Avenue, Phase 2 (Stouder Road to Kaiser Drive) water main would provide added protection against the failure of the existing water delivery system.

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

## **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T, in the amount of \$ 30,905.00 for construction inspection services for the water main replacement project on Roselawn Avenue (Stouder Road to Kaiser Drive).

SECTION 2. That \$ 30,905.00 be appropriated from the unencumbered funds in the Water CIP Fund account number 710.000.0000.4470 and appropriated to account 710.000.0177.5621 Water Main Replacement account.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2020 completion. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

July 6, 2020

Mr. William Dorman  
 Director of Public service  
 City of Reynoldsburg  
 7232 East Main Street  
 Reynoldsburg, OH 43068

**Subject: 2020 Water Main Replacement for Roselawn Ave.  
 Proposal for Construction Phase Engineering Services**

Dear Mr. Dorman,

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Water Main Replacement Project for Roselawn between Stouder Drive and Kaiser Drive. The City has received bids for these improvements and Columbus Asphalt Paving is the apparent low bidder with a total projected contract amount of \$314,285. The construction duration for the project is 120 calendar days, which is anticipated to commence in August of 2020.

#### **SCOPE OF SERVICES**

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

##### **1. Construction Representation/Contract Administration:**

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

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

2. Records/Document Control:

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

3. Design Consultation During Construction:

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

4. Resident Project Representation:

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

5. Material Testing:

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

**EXCLUSIONS:**

EMH&T shall not be responsible for:

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

**SCHEDULE**

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 120 days.

**FEE**

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

| <b>Description of Service/Task</b>                                | <b>Fee</b>         |
|-------------------------------------------------------------------|--------------------|
| Construction Representation/Contract Administration               | \$9,500.00         |
| Design Consultation During Construction                           | \$1,555.00         |
| Resident/Standby Representation                                   | \$17,100.00        |
| EMH&T Labor Fee                                                   | \$28,155.00        |
| Reimbursable Expenses (material testing, printing, mileage, etc.) | \$2,750.00         |
| <b>PROJECT TOTAL FEE</b>                                          | <b>\$30,905.00</b> |



2020 Water Main Replacement for Roselawn Ave.  
City of Reynoldsburg

Page 5 of 5

If this description and estimated fee meet with your approval, please authorize with your signature below.  
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

**Acceptance and Authorization to Proceed:**

**APPROVED – CITY OF REYNOLDSBURG, OHIO**

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Authorized Signature

---

Print Name and Date

---

P.O. Number

Attachment: Roselawn EMHT Proposal (EMHT Inspection for Roselawn Avenue Project)

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**


---

**DATE:**           **July 13, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Permit Service Department to Establish EV Rates**

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Explanation of legislation and need: Authorization to set rates, make EV stations available for consumer use.

Statement of necessity for Emergency passage: Stations are ready for use, to delay for three reads would delay usage from late July to early October.

AN ORDINANCE CREATING CHAPTER 973 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, PERMITTING THE SERVICE DEPARTMENT TO SET RATES FOR ELECTRICAL VEHICLE CHARGING STATIONS

Chapter 973 Electrical Vehicle Charging Stations

973.01 ELECTRICAL VEHICLE CHARGING STATIONS

(a) Definition. For the purposes of this Section, “Electrical Vehicle Charging Stations” shall refer to all of the City of Reynoldsburg’s electrical vehicle charging stations located at public parking lots, including the Electrical Vehicle Charging Stations located at the Reynoldsburg Community Center YMCA.

(b) All persons utilizing the Electrical Vehicle Charging Stations as defined in subsection (a), above, shall pay the City of Reynoldsburg, through its contracted operator, for the use of said

## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

Electric Vehicle Charging Station prior to the use of said Electric Vehicle Charging Station. Payments shall be made by debit or credit card, or by mobile device application if available, at the point of use.

(c) The Director of Public Service shall set the rates for use of the Electrical Vehicle Charging Stations. Said rates are subject to change from time-to-time, due to electric rates varying or other commercial factors. The Director of Public Service may, at some future date, determine that use of the Electric Vehicle Charging Stations will be free of charge.

(d) All users of the Electric Vehicle Charging Stations are subject to the provisions of Section 351.19 of this Code.

### **AN ORDINANCE CREATING CHAPTER 973 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO PERMIT THE CITY SERVICE DEPARTMENT TO ESTABLISH RATES AND CHARGES FOR ELECTRIC VEHICLE CHARGING STATIONS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg is working on becoming a green city and promoting environmentally friendly technologies and sustainable living; and

WHEREAS, the City has currently installed three charging stations - two at the Community Center and one at the Lancaster/Main parking lot; and

WHEREAS, electric charging stations will charge the customer a fee for the services at a rate established by the Reynoldsburg City Service Department by creating Chapter 973 to the Codified Ordinances of the City of Reynoldsburg ; and

WHEREAS, the City Council of Reynoldsburg believes that the installation of electric charging stations is in the best interest of the health, safety, and welfare of the citizens of Reynoldsburg and the establishment of a rate for electricity utilization associated with the charging station is necessary for the proper management of such facilities.

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

## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

SECTION 1. That Chapter 973 be added to the Codified Ordinances of the City of Reynoldsburg to establish rates and charges for electric vehicle charging stations as outlined in Exhibit A.

SECTION 2. Reynoldsburg to establish the utilization of the electric charging stations as outlined in Exhibit A.

SECTION 3. Upon adoption by Council, this Ordinance shall take effect and be in force from the earliest date permitted by law following the Mayor's signature.

### **Exhibit A**

#### **Chapter 973**

#### **Electrical Vehicle Charging Stations**

##### **973.01 ELECTRICAL VEHICLE CHARGING STATIONS**

(a) Definition. For the purposes of this Section, “Electrical Vehicle Charging Stations” shall refer to all of the City of Reynoldsburg’s electrical vehicle charging stations located at public parking lots, including the Electrical Vehicle Charging Stations located at the Reynoldsburg Community Center YMCA.

(b) All persons utilizing the Electrical Vehicle Charging Stations as defined in subsection (a), above, shall pay the City of Reynoldsburg, through its contracted operator, for the use of said Electric Vehicle Charging Station prior to the use of said Electric Vehicle Charging Station. Payments shall be made by debit or credit card, or by mobile device application if available, at the point of use.

(c) The Director of Public Service shall set the rates for use of the Electrical Vehicle Charging Stations. Said rates are subject to change from time-to-time, due to electric rates varying or other commercial factors. The Director of Public Service may, at some future date, determine that use of the Electric Vehicle Charging Stations will be free of charge.

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

(d) All users of the Electric Vehicle Charging Stations are subject to the provisions of Section 351.19 of this Code.

**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**


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**DATE:**           **July 13, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Establish Section 351.19 Parking at Electrical Vehicle Charging Stations**

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

AN ORDINANCE ESTABLISHING SECTION 351.19, PARKING AT ELECTRICAL VEHICLE CHARGING STATIONS, OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG

**351.19 PARKING AT ELECTRICAL VEHICLE CHARGING STATIONS**

- (a) Definition. For the purposes of this Section, "Electrical Vehicle Charging Stations" shall refer to all of the City of Reynoldsburg electrical vehicle charging stations located at public parking lots, which includes the Reynoldsburg Community Center YMCA parking lot.
- (b) No vehicle shall be parked at an Electric Vehicle Charging Station as defined in subsection (a), above, unless it is utilizing the Electric Vehicle Charging Station.
- (c) No vehicle shall be parked at an Electric Vehicle Charging Station as defined in subsection (a), above, even if utilizing the Electric Vehicle Charging Station, for a period of more than three (3) consecutive hours.
- (d) Whoever violates subsection (b) or (c) of this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year of the first offense, the person is guilty of a misdemeanor of the fourth degree; and on each subsequent offense within one year of the first offense, the person is guilty of a misdemeanor of the third degree.



## **City Attorney's Office**

**Chris Shook**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**6143226869 Phone**

### **AN ORDINANCE ESTABLISHING SECTION 351.19, PARKING AT ELECTRICAL VEHICLE CHARGING STATIONS, OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg is working on becoming a green city and promoting environmentally friendly technologies and sustainable living; and

WHEREAS, the City has currently installed three charging stations - two at the Community Center and one at the Lancaster/Main parking lot; and

WHEREAS, Exhibit A establishes Section 351.19 Parking at Electrical Vehicle Charging Stations to set the utilization of the use of these stations; and

WHEREAS, the City Council of Reynoldsburg believes that the installation of electric charging stations is in the best interest of the health, safety, and welfare of the citizens of Reynoldsburg and the establishment of a rate for electricity utilization associated with the charging station is necessary for the proper management of such facilities.

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

SECTION 1. That Section 351.19 Parking at Electrical Vehicle Charging Stations be added to the Codified Ordinances of the City of Reynoldsburg to establish the utilization of the electric charging stations as outlined in Exhibit A.

SECTION 2. . Upon adoption by Council, this Ordinance shall take effect and be in force from the earliest date permitted by law following the Mayor's signature.

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: July 13, 2020****TO: Finance and Administration Committee****RE:** CARES ACT Funds Accounts for Franklin County, Licking County and Fairfield County

Auditor Requests that this pass as an emergency on the second reading.

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: Pursuant to HB 481; local governments need to establish separate Special Revenue Funds for each CRF award.

Auditor Requests that this pass as an emergency on the second reading.

**WEARAS,** The City of Reynoldsburg Auditor is required to open Special Revenue Funds to separately account for the receipt and expenditure activity of the Coronavirus Relief Fund (CRF) payments distributed pursuant to HB 481

**NOW THEREFORE,** Council grants authority for the City Auditor to create; Special Revenue funds:

203 CARES ACT, CRF FRANKLIN COUNTY

204 CARES ACT, CRF LICKING COUNTY

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

205 CARES ACT, CRF FAIRFIELD COUNTY

### **AN ORDINANCE TO ESTABLISH SEPARATE FUNDS FOR CARES ACT FUNDING FROM FRANKLIN COUNTY, LICKING COUNTY, AND FAIRFIELD COUNTY, AND DECLARING AN EMERGENCY**

WHEREAS, HB 481 authorizes the City of Reynoldsburg to establish Special Revenue Funds for the purpose of accumulating resources for the receipt and expenditure of funds from the Coronavirus Relief Fund (CRF); and

WHEREAS, it is the desire of the City Council to create Special Revenue Funds to account for this unexpected revenue and ensure the funds are used to address coronavirus expenditures.

NOW, THEREFORE, be it ordained by the Council of the City of Reynoldsburg, Ohio, that:

Section 1: The Chart of Accounts for the City of Reynoldsburg shall be amended as follows to include new Special Revenue Funds to address receipts and expenditures activities of the Coronavirus Relief Fund:

| <u>Fund</u> | <u>Description</u>               |
|-------------|----------------------------------|
| 203         | Cares Act (CRF) Franklin County  |
| 204         | Cares Act (CRF) Licking County   |
| 205         | Cares Act (CRF) Fairfield County |

Section 2: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: July 13, 2020****TO: Curtis Baker, Acting Chief Public Safety, Law and Courts  
Committee****RE: Purchase of Police Cruiser for K9**

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

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

The Reynoldsburg Division of Police is requesting permission to purchase one (1) 2020 Ford Explorer Police Cruiser from Lebanon Ford (770 Columbus Avenue, Lebanon Ohio 45036) (State Bid # RS901720-4) to be utilized as a K-9 vehicle. A complete breakdown of the cost has been provided on the Cruiser Purchase Worksheet with all supporting documents. Funds to purchase the K-9 vehicle will come from the approved 2020 budget, account number 110.111.5632. We are requesting this legislative request be approved as an emergency due to the build out date deadlines.

REM Communications competitive bidding waived based of Ordinance 44-17

KGT competitive bidding waived based on Ordinance 44-17

PARR State Bid # MMA7607

Dodd's Body Shop (under the amount required to bid)

WatchGuard (under the amount required to bid)

**AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE A POLICE**

## **Police Department**

**Curtis Baker**

**7240 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6907 Phone**

### **CRUISER AND RELATED EQUIPMENT FOR THE K 9 UNIT WITH THE REYNOLDSBURG POLICE DEPARTMENT, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg Police Department requests authorization to purchase a new police cruiser and related equipment for a K 9 unit; and

WHEREAS, the cost of the vehicle, related equipment and a ten percent overrun is a total cost of sixty-eight thousand seven hundred one dollars and sixty-two cents (\$68,701.62); and

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said law enforcement vehicle and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase from Lebanon Ford one (1) 2020 Ford Explorer four-door police K 9 unit vehicle, related equipment with a ten percent overrun at a total cost of sixty-eight thousand seven hundred one dollars and sixty-two cents (\$68,701.62).

SECTION 2. That an amount of \$68,701.62 in the unappropriated General Fund, be and is hereby appropriated to account number 110.111.5632 Motor Vehicles.

SECTION 3. That pursuant to RCO section 175.01(g), the purchase shall be made through the state of Ohio Bid Contract, thereby waiving competitive bidding.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

## *Cruiser Purchase Worksheet*

Date: 4/17/2020

Sergeant McDonnell

Type of Vehicle to purchase: 2020 Ford Explorer Police Cruiser

Vendor:

State Bid #:

Number of vehicles to purchase: 1

|                  |             |                      |
|------------------|-------------|----------------------|
| Cost of vehicle: | \$33,638.00 | (See attached quote) |
|------------------|-------------|----------------------|

|               |            |                      |
|---------------|------------|----------------------|
| REM Estimate: | \$2,877.00 | (See attached quote) |
|---------------|------------|----------------------|

|                   |            |                      |
|-------------------|------------|----------------------|
| Dodd's Body Shop: | \$1,310.00 | (See attached quote) |
|-------------------|------------|----------------------|

|              |            |                      |
|--------------|------------|----------------------|
| Watch Guard: | \$5,500.00 | (See attached quote) |
|--------------|------------|----------------------|

|                 |             |                      |
|-----------------|-------------|----------------------|
| PARR Upfitting: | \$14,554.85 | (See attached quote) |
|-----------------|-------------|----------------------|

|           |            |                      |
|-----------|------------|----------------------|
| Computers | \$4,576.17 | (See attached quote) |
|-----------|------------|----------------------|

Other (quote must be attached):

|         |    |
|---------|----|
| Vendor: | \$ |
|---------|----|

|         |    |
|---------|----|
| Vendor: | \$ |
|---------|----|

|         |    |
|---------|----|
| Vendor: | \$ |
|---------|----|

|         |    |
|---------|----|
| Vendor: | \$ |
|---------|----|

|                                            |            |
|--------------------------------------------|------------|
| 10% buffer will be added in to total price | \$6,245.60 |
|--------------------------------------------|------------|

Total cost per cruiser: \$68,701.62

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)





## Lebanon Ford

VEHICLE PURCHASE CONTRACT  
AND/OR DEPOSIT RECEIPT

Phone \_\_\_\_\_

Deal No. \_\_\_\_\_

Cust. No. \_\_\_\_\_

770 Columbus Ave Lebanon OH 45036

Date 4/10/2020Salesperson Richard Supe

Order # \_\_\_\_\_

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Lebanon Ford

(Seller) the following:

VEHICLE

## PURCHASER

Name Reynoldsburg Division of P  
 Address 7240 E Main St  
 City Reynoldsburg State OH  
 County \_\_\_\_\_ Zip Code 43068  
 Home Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_  
 Cell Phone (1) 614-949-2458 Cell Phone (2) \_\_\_\_\_  
 Email kmcdonnell@reypd.com

☐ NEW ☐ DEMO ☐ RENTAL UNIT ☐ USED  
 Yr. 2020 Make Ford Stock No. \_\_\_\_\_  
 Model Explorer Body Type Police Interceptor  
 Color Agate Black Top \_\_\_\_\_ Trim \_\_\_\_\_  
 V.I.N. \_\_\_\_\_

Delivery is included in the quote

## TERMS AND CONDITIONS

- 1) The odometer of the purchased vehicle currently reads \_\_\_\_\_ miles and is accurate to the best of Seller's knowledge.
- 2) This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- 3) In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any down payment, deposit, or trade-in vehicle against such damages.
- 4) Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time the contract was executed and Purchaser delivered the trade-in to Seller.
- 5) Seller acknowledges receipt of the above deposit and will hold this or a similar vehicle until \_\_\_\_\_ Deposit is refundable only upon purchase of this or another vehicle from Seller.
- 6) None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

## NEGATIVE EQUITY TRANSFER AGREEMENT

I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ 0 OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

X

Purchaser(s)

## WARRANTY INFORMATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, Lebanon Ford FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF, IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS. If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

X

Purchaser(s)

## TRADE-IN (1)

|         |      |                    |       |
|---------|------|--------------------|-------|
| Yr.     | Make | Selling Price      | 33638 |
| Model   |      | Protection Package |       |
| Vin #   |      | Added Equip.       | 0     |
| Mileage |      | Doc Fee            | 0     |
| Stock # |      | Ext Serv. Agmt     |       |

## TRADE-IN (2)

|         |      |  |  |
|---------|------|--|--|
| Yr.     | Make |  |  |
| Model   |      |  |  |
| Vin #   |      |  |  |
| Mileage |      |  |  |
| Stock # |      |  |  |

|                    |     |                                      |          |
|--------------------|-----|--------------------------------------|----------|
| Combined Allowance | 0   | New License <input type="checkbox"/> | 0        |
| Deposit            | 0.0 | Trans <input type="checkbox"/>       |          |
| Cash Due           | 0   | Temp <input type="checkbox"/>        |          |
|                    |     | Title <input type="checkbox"/>       | 0        |
| Rebate             | 0   | TOTAL PRICE CASH                     | 33638.00 |
| TOTAL CREDITS      | 0.0 |                                      | ( 0.0 )  |

|                                                                                                                                                                                                                             |                 |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|
| TRADE-IN BALANCE OWED TO                                                                                                                                                                                                    | TRADE-IN PAYOFF | 0        |
| <input type="checkbox"/> SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract. | BALANCE DUE     | 33638.00 |
| Initials X                                                                                                                                                                                                                  |                 |          |

## - FOR OFFICE USE ONLY -

|        |                                       |
|--------|---------------------------------------|
| ACV    | UNPAID BALANCE OF CASH PRICE DUE FROM |
| G      |                                       |
| D.F.M. |                                       |

Purchaser of this contract  
 Initials \_\_\_\_\_

HOLD CHECK  
 purchaser agreement is part  
 initials of this contract

ACCEPTED  
 Lebanon Ford  
 by \_\_\_\_\_

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

# The City of Reynoldsburg

**LEBANON FORD**  
COMMERCIAL VEHICLE CENTER

**K8A All Wheel Drive POLICE**  
Official State Bid 2020 Price



- 99W Hybrid Engine Option - \$3,329
- 99C Eco Boost 400 HP Engine - \$3,599
- Ford ESP Premium 5YRS/125,000 - \$3,195
- 65U Interior Upgrade Package - \$389
- 17T Rear Cargo Light - \$49
- 43D Dark Car Lamp - \$25
- 86P Headlamp Prep - Standard
- 86T Tail Lamp Prep - \$59
- 21L Front Auxiliary Warning LEDS - \$533
- 16C 1<sup>st</sup>/2<sup>nd</sup> Floor Carpet Cover - \$124
- 68G Rear Door Handles/Locks Inoperable - \$74.00
- 16D Badge Delete - No charge
- 51T Spot LED Lamp Drivers Side (Whelen) - \$405
- 51R Spot Lamp (Unity) - Standard
- 60A Grill Lamp Wire - \$49
- 85R Console Plate - \$44
- 76P Pre Collision Assist - \$145
- 68B Police Perimeter Alarm - \$655
- 55B Blind Spot Monitor - \$528
- 17A Climate Control Aux A/C - \$590
- 59B Key Alike 1284X - \$49
- 59D Key Alike 0135X - \$49
- 59C Key Alike 1294x - \$49
- 59E Key Alike 1435x - \$49
- 59F Key Alike 0576x - \$49
- 59J Key Alike 1111x - \$49
- 59G Key Alike 0151x - \$49
- 65L 18" Wheel Cover - \$59
- 66A Front Headlamp Package - \$866
- 47A Secure Engine Idle - \$250
- 66B Tail Lamp Package - \$595
- 66C Rear Light Package - \$499.00

Delivery  
\$175  
+ vehicle  
\$33,638.00

# LEBANON FORD

## COMMERCIAL VEHICLE CENTER



- 76R Reverse Sensing System - \$265
- 63B Side Mirror LEDS - \$280
  - 63L Quarter Glass LEDS - \$ 555
  - 67V Police Wire Harness Kit Front/Rear - \$180
  - 43A Rear Auxiliary Lift gate Lights - \$385
  - 60R Noise Sup Bonds - \$97
- 549 Side Heater Mirrors - \$59
  - 67H Ford " Ready for the Road Package" - \$3,480
  - 67U Ultimate Wiring Package - \$542
  - 64E Cast Painted Wheel - \$460
  - 52T Class III Trailer Tow Lighting Package - \$79
  - Deflector Plate - \$325
  - 87R Rear View Camera in Mirror – No Charge
  - Or : Rear View Camera in Dash – No Charge
  - 96W Front Interior Light Bar (LED) - \$1,105
  - 96T Rear Spoiler Traffic Light (LED) - \$1,475
  - 90D Ballistic Door Panels (Level III+ Driver Front Door) - \$1,535
  - 90E Ballistic Door Panels (Level III+ Driver and Passenger Front Doors) - \$3,070
  - 90F Ballistic Door Panels (Level IV+ Driver Front Door Only) - \$2,338
  - 90G Ballistic Door Panels (Level IV+ Driver and Passenger Door Only) - \$4,675
  - 18X 100Watt Sirens/Speakers with Bracket and Pigtail - \$314
  - 19V Rear Camera on Demand - \$223
  - 52P Hidden Door Lock plungers - \$155
  - 18D – Global lock/unlock

### COLOR OPTIONS:

Medium Brown Met(BU)  
 Arizona Beige Met(E3)  
 Vermilion Red (E4)  
 Blue Met(FT)  
 Smokestone Met(HG)  
 Kodiak Brown Met(J1)

Dark Toreador Red Met(JL)  
 \* Iconic Silver Met(JS)  
 Norse Blue Met(KR)  
 Dark Blue (LK)  
 Royal Blue (LM)  
 Light Blue Met(LN)

Silver Grey Met(TN)  
 Sterling Gray Met(UJ)  
~~Agate Black (UB)~~  
 Medium Titanium Met(YG)  
 Oxford White (YZ)  
 \* New color for this model year.

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



**Kevin McDonnell**

---

**From:** Alexia Landers <alanders@lebanonford.com>  
**Sent:** Friday, April 10, 2020 4:04 PM  
**To:** Kevin McDonnell  
**Subject:** Re: Explorer quote  
**Attachments:** image2020-04-10-155107.pdf

I am attaching the quote as discussed. Please let me know if you have any questions.  
 Have a great weekend ☺

---

**From:** Kevin McDonnell <kmcdonnell@reypd.com>  
**Sent:** Thursday, April 9, 2020 8:36 AM  
**To:** Alexia Landers <alanders@lebanonford.com>  
**Subject:** FW: Explorer quote

Alexia Landers,  
 Can you send me the final quote for the K9 cruiser?  
 Thank you,  
 Sgt. McDonnell

---

**From:** Kevin McDonnell  
**Sent:** Tuesday, March 17, 2020 9:07 AM  
**To:** 'alanders@lebanonford.com' <alanders@lebanonford.com>  
**Subject:** FW: Explorer and Ford prisoner transport van quotes.

Alexia Landers,  
 The city of Reynoldsburg approved the purchase of 1- K9 cruiser. Frank Beaver sent me the attached quote for the K9 cruiser on 1/22/20. Can you send me the final quote for the K9 cruiser?  
 Thank you,  
 Sgt. McDonnell

---

**From:** Frank Beaver <frankbeaver@roadrunner.com>  
**Sent:** Wednesday, January 22, 2020 2:05 PM  
**To:** Kevin McDonnell <kmcdonnell@reypd.com>  
**Subject:** RE: Explorer and Ford prisoner transport van quotes.

Here are the SUV's. I am waiting on Dan from Parr for the Van

**LOOKING FORWARD TO EARNING YOUR BUSINESS!!**

**I really appreciate your time.**

**Thank-you**

**Frank Beaver**

*Frank Beaver*

**Fleet & Commercial Sales Director**

**Lebanon Ford**

**614-570-0702**

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



**From:** Kevin McDonnell <[kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)>  
**Sent:** Thursday, January 16, 2020 12:21 PM  
**To:** 'frankbeaver@roadrunner.com' <[frankbeaver@roadrunner.com](mailto:frankbeaver@roadrunner.com)>  
**Cc:** Mike Binder <[mbinder@reypd.com](mailto:mbinder@reypd.com)>  
**Subject:** Explorer and Ford prisoner transport van quotes.

Frank Beaver,

Please send me a quote for the price of a Ford Explorer cruiser. See attached state bid 2020 price sheet for the Explorer with options.

One of the Explorers will be a K9 cruiser so we will also need a quote for one cruiser with the "17A Climate Control Aux A/C" so we can get air to the rear seat for the dog.

I will also need a quote for a prisoner transport van.

Ford Transit-250

Medium Height

Standard Length

Options: Rear HVAC system, roof power vent, thermometer, audio visual alarm,

If you think we should have other necessary options that PARR will not add with their insulation please email me back with that information.

Thank you,  
Sgt. Kevin McDonnell  
Reynoldsburg Division of Police  
7240 E Main St  
Reynoldsburg, Ohio 43068  
Email: [kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)  
Cell phone: 614-949-2458

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



# SALES QUOTE

2625 JOHNSTOWN ROAD  
COLUMBUS, OHIO 43219  
[WWW.REMMCOMM.COM](http://WWW.REMMCOMM.COM)  
PHONE: 614-258-9985  
FAX: 614-258-9986  
SALESMAN: JOSH HEALEY

|             |                            |
|-------------|----------------------------|
| DATE        | 3/25/2020                  |
| QUOTE       | K9 CRUISER RADIO EQUIPMENT |
| CUSTOMER ID | REYNOLDSBURG POLICE DEPT.  |
| VALID UNTIL | 6/25/2020                  |

## CUSTOMER

Sgt. Kevin McDonnell  
Reynoldsburg Division of Police  
614-949-2458  
[kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)

| #  | PART         | DESCRIPTION                                    | PRICE    | QTY | TAX | AMOUNT   |
|----|--------------|------------------------------------------------|----------|-----|-----|----------|
| 1  | VM5930BF     | VM5000, 7/800, Single Remote, KCH-19, Mobile   | 1,720.00 | 1   |     | 1,720.00 |
| 2  | KCH-19VM     | KCH-19 Single Remote - Control Head            | 144.00   | 1   |     | 144.00   |
| 3  | KCT-71M2     | Remote Cable 1 - 17 Feet                       | 57.60    | 1   |     | 57.60    |
| 4  | KMC-65M      | Standard Mic                                   | 42.40    | 1   |     | 42.40    |
| 5  | KRK-14HV     | KCH-19 Rear Panel                              | 127.20   | 1   |     | 127.20   |
| 6  | KCT-23M3     | Standard Deck DC Cable                         | 28.00    | 1   |     | 28.00    |
| 7  | KMB-33M      | Standard Deck Mounting Bracket                 | 11.60    | 1   |     | 11.60    |
| 8  | KRK-17BF     | Remote Kit for KCH-19                          | 80.00    | 1   |     | 80.00    |
| 9  | KCT-46       | Ignition Sense Cable                           | 11.20    | 1   |     | 11.20    |
| 10 | 597539077901 | USB Micro A-B Cable                            | -        | 1   |     | -        |
| 11 | 8322000002   | P25 Conventional                               | -        | 1   |     | -        |
| 12 | 8322000005   | P25 Phase 1 Trunking                           | -        | 1   |     | -        |
| 13 | 8326000006   | 1024 Ch                                        | -        | 1   |     | -        |
| 14 | 8326000001   | P25 Authentication                             | 80.00    | 1   |     | 80.00    |
| 15 | 386825       | ANTENNA, 760-870 PHANTOM ANTENNA               | 60.00    | 1   |     | 60.00    |
| 16 | 78815        | CABLE, MOT MOUNT 17FT NO CONN                  | 35.00    | 1   |     | 35.00    |
| 17 | LABOR/CONFIG | CONFIGURE AND TEST                             | 200.00   | 1   |     | 200.00   |
| 18 | INSTALL      | LABOR TO INSTALL ANTENNA CONNECTORS AND VERIFY | 200.00   | 1   |     | 200.00   |
| 19 | PROGRAM      | P25 RADIO PROGRAMMING                          | 80.00    | 1   |     | 80.00    |

## NOTES:

DELIVER PROGRAMMED RADIO AND EQUIPMENT.  
FOLLOW UP TO INSTALL ANTENNA CONNECTORS AND TEST.

## PAYMENT DETAILS:

NET 30

|              |           |                 |
|--------------|-----------|-----------------|
| Subtotal     | \$        | 2,877.00        |
| Taxable      | \$        | -               |
| Tax rate     |           | 0.000%          |
| Tax due      | \$        | -               |
| Other        | \$        | -               |
| <b>TOTAL</b> | <b>\$</b> | <b>2,877.00</b> |

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



## Kevin McDonnell

---

**From:** Josh Healey <jhealey@remcomm.com>  
**Sent:** Wednesday, March 25, 2020 10:41 AM  
**To:** Kevin McDonnell  
**Cc:** Brian Perry; Rosalie McAllister  
**Subject:** Re: FW: Estimate for the equipment needed for a new K9 police cruiser (Explorer)  
**Attachments:** REYNOLDSBURG PD K9 CRUISER RADIO 03252020.pdf

Hi Kevin,

I have attached the requested quote. Please call me at 614-419-6959 with any questions.

Thank you,

Josh Healey



2625 Johnstown Rd. Columbus, OH 43219  
 O: 614.258.9985 x .308 | C : 614.419.6959 | [www.remcomm.com](http://www.remcomm.com)

---

**From:** Kevin McDonnell <[kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)>  
**Sent:** Wednesday, March 25, 2020 8:59 AM  
**To:** 'Brian Perry' <[bperry@remcomm.com](mailto:bperry@remcomm.com)>  
**Subject:** RE: Estimate for the equipment needed for a new K9 police cruiser (Explorer)

Brian Perry,

I just spoke to Lt. Early and he said not to get the repeater.

Thank you,

Sgt. McDonnell

---

**From:** Brian Perry <[bperry@remcomm.com](mailto:bperry@remcomm.com)>  
**Sent:** Wednesday, March 25, 2020 8:15 AM  
**To:** Kevin McDonnell <[kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)>  
**Subject:** RE: Estimate for the equipment needed for a new K9 police cruiser (Explorer)

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

Kevin,

The last quote that was provide to Jeremy Severance did not include the vehicle repeaters. Are you no longer installing them? I know that there were a few of them in the radio cabinet the last time I looked but I did not see any wiring harnesses. Let me know and I will work with sales to get the quote prepared.

Thanks,

**Brian Perry**

614.258.9985

614.258.9986 fax

[bperry@remcomm.com](mailto:bperry@remcomm.com)

[www.remcomm.com](http://www.remcomm.com)



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**From:** Kevin McDonnell <[kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)>

**Sent:** Tuesday, March 24, 2020 9:31 AM

**To:** 'Brian Perry' <[bperry@remcomm.com](mailto:bperry@remcomm.com)>

**Subject:** Estimate for the equipment needed for a new K9 police cruiser (Explorer)

Brian,

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

When you have time can you or someone else from REM send me a quote for the radio and other equipment that we need to purchase for the new K9 police cruiser the city will be buying in the near future?

Can you also send a quote for programming the new car radio or anything else you think we would need to do for the new cruiser?

Thank you,

Sgt. Kevin McDonnell

Reynoldsburg Division of Police

7240 E. Main St.

Reynoldsburg, Ohio 43068

Cell Phone: 614-949-2458

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)





**Dodd's Body Works INC.****DODDS BODY WORKS INC.**

Info@DoddsBodyWorks.com  
 6350 E MAIN ST, REYNOLDSBURG, OH 43068  
 Phone: (614) 863-3991  
 FAX: (614) 863-9058

Workfile ID: 8165d40f  
 PartsShare: 5NJpsY  
 Federal ID: 311018566  
 State ID: 43068010

**Preliminary Estimate****Customer: REYNOLDSBURG POLICE DEPARTMENT**

Written By: John Boutselis

|                                |                                                                                                                 |                           |                   |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------|-------------------|
| Insured:                       | REYNOLDSBURG POLICE<br>DEPARTMENT                                                                               | Policy #:                 | Claim #:          |
| Type of Loss:                  |                                                                                                                 | Date of Loss:             | Days to Repair: 4 |
| Point of Impact:               |                                                                                                                 |                           |                   |
| <b>Owner:</b>                  | <b>Inspection Location:</b>                                                                                     | <b>Insurance Company:</b> |                   |
| REYNOLDSBURG POLICE DEPARTMENT | DODDS BODY WORKS INC.<br>6350 E MAIN ST<br>REYNOLDSBURG, OH 43068<br>Repair Facility<br>(614) 863-3991 Business |                           |                   |

**VEHICLE**

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

|                        |                  |              |              |
|------------------------|------------------|--------------|--------------|
| VIN: 1FM5K8AR0KGB45461 | Interior Color:  | Mileage In:  | Vehicle Out: |
| License:               | Exterior Color:  | Mileage Out: |              |
| State:                 | Production Date: | Condition:   | Job #:       |

**TRANSMISSION**

Automatic Transmission  
 4 Wheel Drive

**POWER**

Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors  
 Power Driver Seat  
 Power Adjustable Pedals

**DECOR**

Dual Mirrors

**Privacy Glass**

Overhead Console

**CONVENIENCE**

Air Conditioning  
 Intermittent Wipers  
 Tilt Wheel  
 Cruise Control  
 Rear Defogger  
 Message Center  
 Steering Wheel Touch Controls  
 Rear Window Wiper  
 Backup Camera

**RADIO****AM Radio**

FM Radio

Stereo

Search/Seek

**SAFETY**

Drivers Side Air Bag  
 Passenger Air Bag  
 Anti-Lock Brakes (4)  
 4 Wheel Disc Brakes  
 Traction Control  
 Stability Control  
 Front Side Impact Air Bags  
 Head/Curtain Air Bags

**SEATS**

Cloth Seats  
 Bucket Seats  
 Reclining/Lounge Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Rear Spoiler  
 California Emissions

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

Get live updates at [www.carwise.com/e/3MqD2J](http://www.carwise.com/e/3MqD2J)

## Preliminary Estimate

## Customer: REYNOLDSBURG POLICE DEPARTMENT

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

| Line | Oper              | Description                                       | Part Number | Qty | Extended Price \$ | Labor | Paint |
|------|-------------------|---------------------------------------------------|-------------|-----|-------------------|-------|-------|
| 1    | #                 | 2019 EXPLORER VIN USED AS DEFAULT                 |             | 1   |                   |       |       |
| 2    | <b>FRONT DOOR</b> |                                                   |             |     |                   |       |       |
| 3    | Refn              | RT Outer panel                                    |             |     |                   |       | 2.4   |
| 4    |                   | Add for Clear Coat                                |             |     |                   |       | 1.0   |
| 5    | Refn              | LT Outer panel                                    |             |     |                   |       | 2.4   |
| 6    |                   | Overlap Major Non-Adj. Panel                      |             |     |                   |       | -0.2  |
| 7    |                   | Add for Clear Coat                                |             |     |                   |       | 0.4   |
| 8    | R&I               | RT Belt w'strip                                   |             |     |                   | 0.3   |       |
| 9    | R&I               | LT Belt w'strip                                   |             |     |                   | 0.3   |       |
| 10   | *                 | R&I RT Lower molding carbon black                 |             |     |                   | 0.4   |       |
| 11   | *                 | R&I LT Lower molding carbon black                 |             |     |                   | 0.4   |       |
| 12   | R&I               | RT Applique w/o keyless entry pad                 |             |     |                   | 0.3   |       |
| 13   | R&I               | LT Applique w/o keyless entry pad                 |             |     |                   | 0.3   |       |
| 14   | R&I               | RT Mirror outside power, w/o power fold w/o lamps |             |     |                   | 0.3   |       |
| 15   | R&I               | LT Mirror outside power, w/o power fold w/o lamps |             |     |                   | 0.3   |       |
| 16   | R&I               | RT Handle, outside black                          |             |     |                   | 0.4   |       |
| 17   | R&I               | LT Handle, outside black                          |             |     |                   | 0.4   |       |
| 18   | R&I               | RT R&I trim panel                                 |             |     |                   | 0.5   |       |
| 19   | R&I               | LT R&I trim panel                                 |             |     |                   | 0.5   |       |
| 20   | <b>REAR DOOR</b>  |                                                   |             |     |                   |       |       |
| 21   | Refn              | RT Outer panel                                    |             |     |                   |       | 2.5   |
| 22   |                   | Overlap Major Adj. Panel                          |             |     |                   |       | -0.4  |
| 23   |                   | Add for Clear Coat                                |             |     |                   |       | 0.4   |
| 24   | Refn              | LT Outer panel                                    |             |     |                   |       | 2.5   |
| 25   |                   | Overlap Major Adj. Panel                          |             |     |                   |       | -0.4  |
| 26   |                   | Add for Clear Coat                                |             |     |                   |       | 0.4   |
| 27   | R&I               | RT Belt w'strip                                   |             |     |                   | 0.3   |       |
| 28   | R&I               | LT Belt w'strip                                   |             |     |                   | 0.3   |       |
| 29   | R&I               | RT Applique                                       |             |     |                   | 0.3   |       |
| 30   | R&I               | LT Applique                                       |             |     |                   | 0.3   |       |
| 31   | *                 | R&I RT Lower molding absolute black               |             |     |                   | 0.4   |       |
| 32   | *                 | R&I LT Lower molding absolute black               |             |     |                   | 0.4   |       |
| 33   | R&I               | RT Handle, outside black                          |             |     |                   | 0.4   |       |
| 34   | R&I               | LT Handle, outside black                          |             |     |                   | 0.4   |       |
| 35   | R&I               | RT R&I trim panel                                 |             |     |                   | 0.4   |       |
| 36   | R&I               | LT R&I trim panel                                 |             |     |                   | 0.4   |       |
| 37   | #                 | HAZARDOUS WASTE DISPOSAL                          |             | 1   | 3.00              |       |       |
| 38   | #                 | COVER CAR/OVERSPRAY PREVENTION                    |             | 1   | 5.00              |       |       |

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

## Preliminary Estimate

## Customer: REYNOLDSBURG POLICE DEPARTMENT

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

39 #

\*\*DOESNT INCLUDE HIDDEN  
DAMAGE

1

## SUBTOTALS

8.00

8.0

11.0

## ESTIMATE TOTALS

| Category             | Basis      | Rate         | Cost \$         |
|----------------------|------------|--------------|-----------------|
| Parts                |            |              | 8.00            |
| Body Labor           | 8.0 hrs @  | \$ 50.00 /hr | 400.00          |
| Paint Labor          | 11.0 hrs @ | \$ 50.00 /hr | 550.00          |
| Paint Supplies       | 11.0 hrs @ | \$ 32.00 /hr | 352.00          |
| Subtotal             |            |              | 1,310.00        |
| <b>Grand Total</b>   |            |              | <b>1,310.00</b> |
| Deductible           |            |              | 0.00            |
| <b>CUSTOMER PAY</b>  |            |              | <b>0.00</b>     |
| <b>INSURANCE PAY</b> |            |              | <b>1,310.00</b> |

## MyPriceLink Estimate ID / Quote ID:

673638225838874624 /

Ohio Board of Motor Vehicle Repair ID: 43068010

\*\*\*\*\*ALL INSURANCE COMPANY ISSUED ESTIMATES MUST BE PRESENTED TO REPAIR FACILITY PRIOR TO REPAIRS BEING STARTED\*\*\*\*\*THIS IS AN ESTIMATE OF DAMAGE, FINAL TOTAL OF REPAIRS WILL BE CALCULATED UPON COMPLETION OF VEHICLE\*\*\*\*\*

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

## Preliminary Estimate

### Customer: REYNOLDSBURG POLICE DEPARTMENT

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 03/17/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

# WATCH GUARD

## 4RE/VISTA Price Quote

CUSTOMER: Reynoldsburg Police Department

,  
,,  
,,

ATTENTION: Sgt. Jackson

PHONE:

E-MAIL:

ISSUED: 1/27/2020 11:16 AM

EXPIRATION: 4/30/2020 3:00 AM

TOTAL PROJECT ESTIMATED AT:  
\$16,364.00

SALES CONTACT: Peter Klaus

DIRECT:

E-MAIL: peter.klaus@motorolasolutions.com

### 4RE and VISTA Proposal Server Hardware and Software

| Part Number     | Detail                                                                          | Qty  | Direct     | Discount | Total Price |
|-----------------|---------------------------------------------------------------------------------|------|------------|----------|-------------|
| HDW-4RE-RBT-RIM | Rimage Catalyst 6000N Disc Publishing system, DVD & Blu-ray Duplicator Robot    | 1.00 | \$9,500.00 | \$0.00   | \$9,500.00  |
| WAR-RBT-RIM-005 | Warranty, Rimage, Catalyst 6000N Rapid Exchange Plus, 5 Years.                  | 1.00 | \$6,170.00 | \$0.00   | \$6,170.00  |
| DVD-RIM-PRO-002 | DVD, Rimage Everest, Professional Media Kit, Color, Ribbon and Media, Qty 1,000 | 1.00 | \$694.00   | \$0.00   | \$694.00    |
| Part Number     | Detail                                                                          | Qty  | Direct     | Discount | Total Price |
| Freight         | Shipping/Handling and Processing Charges                                        | 1.00 | \$0.00     | \$0.00   | \$0.00      |
|                 |                                                                                 |      |            |          | \$16,364.00 |

Configuration Discounts

Additional Quote Discount

Total Amount

Total Estimated Tax, may vary from State to State \$0.00

\$0.00

\$0.00

\$16,364.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_

DATE: \_\_\_\_\_

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)





## 4RE/VISTA Price Quote

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

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[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

CUSTOMER: Reynoldsburg Police Department

ISSUED: 1/27/2020 11:06 AM

EXPIRATION: 4/27/2020 3:00 AM

**TOTAL PROJECT ESTIMATED AT:**  
**\$65,930.00**

ATTENTION: Lt. Binder

SALES CONTACT: Peter Klaus

PHONE:

DIRECT:

E-MAIL:

E-MAIL: peter.klaus@motorolasolutions.com

### V300 Proposal

#### VISTA HD Cameras and Options

| Part Number     | Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Qty   | Direct     | Discount | Total Price |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|----------|-------------|
| VIS-300-BWC-001 | V300, Body Worn Camera, 1080P, WIFI/Bluetooth with Removable Battery                                                                                                                                                                                                                                                                                                                                                                                   | 19.00 | \$995.00   | \$0.00   | \$18,905.00 |
| VIS-300-VTS-KIT | V300, Transfer Station Kit, D350, 8-Slot Upload Station, 10GB, Incl. Cables and Power                                                                                                                                                                                                                                                                                                                                                                  | 3.00  | \$1,495.00 | \$0.00   | \$4,485.00  |
| VIS-300-CHG-001 | V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables                                                                                                                                                                                                                                                                                                                                                                             | 1.00  | \$95.00    | \$0.00   | \$95.00     |
| 4RE-STD-GPS-RV2 | V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch | 6.00  | \$5,500.00 | \$500.00 | \$30,000.00 |
| SFW-BWC-DEV-FEE | Evidence Library 5, VISTA/V300 Annual Device License & Support Fee                                                                                                                                                                                                                                                                                                                                                                                     | 25.00 | \$195.00   | \$0.00   | \$4,875.00  |

#### Evidence Library 4 Web Software and Licensing

| Part Number     | Detail                                         | Qty  | Direct     | Discount | Total Price |
|-----------------|------------------------------------------------|------|------------|----------|-------------|
| KEY-EL5-SRV-001 | Evidence Library 5 Web Server Site License Key | 1.00 | \$1,000.00 | \$0.00   | \$1,000.00  |
|                 |                                                |      |            |          | \$60,530.00 |

### 4RE and VISTA Proposal

#### 4RE In-Car System and Options

| Part Number     | Detail                                     | Qty  | Direct   | Discount | Total Price |
|-----------------|--------------------------------------------|------|----------|----------|-------------|
| CAM-4RE-PAN-NHD | Additional Front Camera, 4RE, HD Panoramic | 6.00 | \$200.00 | \$0.00   | \$1,200.00  |

#### Wireless Video Transfer and Networking Options

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

| Part Number     | Detail                                                                  | Qty  | Direct   | Discount | Total Price |
|-----------------|-------------------------------------------------------------------------|------|----------|----------|-------------|
| 4RE-WRL-KIT-101 | 4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request) | 6.00 | \$200.00 | \$0.00   | \$1,200.00  |
| WAP-MIK-CON-802 | WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP         | 2.00 | \$250.00 | \$0.00   | \$500.00    |

### WatchGuard Video Technical Services

| Part Number     | Detail                                                        | Qty  | Direct     | Discount | Total Price |
|-----------------|---------------------------------------------------------------|------|------------|----------|-------------|
| SVC-4RE-ONS-400 | 4RE System Setup, Configuration, Testing and Training (WG-TS) | 1.00 | \$2,500.00 | \$0.00   | \$2,500.00  |

### Shipping and Handling

| Part Number | Detail                                   | Qty  | Direct | Discount | Total Price |
|-------------|------------------------------------------|------|--------|----------|-------------|
| Freight     | Shipping/Handling and Processing Charges | 1.00 | \$0.00 | \$0.00   | \$0.00      |
|             |                                          |      |        |          | \$5,400.00  |

Total Estimated Tax, may vary from State to State \$0.00

|                           |                    |
|---------------------------|--------------------|
| Configuration Discounts   | \$3,000.00         |
| Additional Quote Discount | \$0.00             |
| <b>Total Amount</b>       | <b>\$65,930.00</b> |

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_

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Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
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1335 Dublin Rd. Ste. 214-D  
Columbus, OH 43215  
PH: 614-602-4202  
FX: 614-448-4576

**Project Quote for City of Reynoldsburg**  
**Valid 15 days from 3/17/2020**  
**Prepared by: John Stickel**

Quote #: 032013

[illegible]

Shipping charges are estimated in quotes.  
Any related travel charges are not included in the total.

If paying by Credit Card, an additional 3.75% fee is added.

Do NOT submit payment  
to KGT from this Quote.

**Customer Acceptance:**

I authorize the work outlined above to be done by Kirch Group Technology. I also understand all sales are final. No returns or refunds are allowed.

Signature \_\_\_\_\_ Date \_\_\_\_\_

50% of Software and/or Hardware **Total** is due prior to delivery. Final 50% is due at time of delivery. (Unless other written arrangements have been made.)







## Quote

Page 1 of 2

Date 11/6/2019  
Estimate # EST22649

Expires 12/6/2019  
Project 2020 utility K9 unit  
Memo

PO #  
Terms  
Start Date  
User E001 Alspach, Dan L  
Quote Approval Sign...  
Build ID Field

### Parr Public Safety Equipment

6106 Bausch Rd  
Galloway OH 43119  
United States  
(866) 320-7277  
www.parrpse.com  
Tax ID 20-1619573

#### Bill To

Lt. Bill Early  
Reynoldsburg Police Department  
7240 East Main Street  
Reynoldsburg OH 43068  
United States

| Item #           | Quantity | U... | Description                                                                                                                                                                                                    | Rate     | Amount   | Note |
|------------------|----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------|
| GB2SP3J          | 1        | EA   | 54' Legacy We-Can DUO Super-LED lightbar w/ TD/ALY Red/Blue                                                                                                                                                    | 1,999.00 | 1,999.00 |      |
| MK105            | 1        | EA   | E-Z LIGHTBAR MOUNT KIT #105                                                                                                                                                                                    | 0.00     | 0.00     |      |
| 295SLSA6         | 1        |      | Police Interceptor Utility / 2020 / 54"-56" Siren Amplifier w/ 9 Switch Light Control Programmable Tones High Current Switching #295SLSA6                                                                      | 399.00   | 399.00   |      |
| SA315P           | 1        | EA   | Projector™ Compact 100W Composite Speaker 122db                                                                                                                                                                | 185.00   | 185.00   |      |
| SAK66P           | 1        | EA   | Speaker bracket for 2020 PIU; Passenger Side                                                                                                                                                                   | 0.00     | 0.00     |      |
| VTX609R          | 2        | EA   | Vertex LED Single Light w/ 9' Cable Red (tail light like before)                                                                                                                                               | 85.00    | 170.00   |      |
| VTX609B          | 2        | EA   | Vertex LED Single Light w/ 9' Cable Blue **DIFFERENT** (head light) (use to be white ions but coming with headlight flasher)                                                                                   | 85.00    | 170.00   |      |
| PDU42WB          | 1        |      | Power distribution unit with Watchdog shut down timer                                                                                                                                                          | 250.00   | 250.00   |      |
| PDU Harness      | 1        | EA   | Wire harness for power distribution unit                                                                                                                                                                       | 60.00    | 60.00    |      |
| 2100SET          | 1        |      | Setina push bumper with 2 front solo lights, red/blue                                                                                                                                                          | 595.00   | 595.00   |      |
| GK10271UHKSSCAXL | 1        |      | part number BK2017ITU20 Single T-Rail Mount Universal XL Handcuff Key Override (install on rear vault)                                                                                                         | 285.00   | 285.00   |      |
| C-VS-1012-INUT-H | 1        | EA   | 2020 FORD INTERCEPTOR UTILITY SPECIFIED ANGLED CONSOLE HOUSING                                                                                                                                                 | 399.00   | 399.00   |      |
| CUP2-1001        | 1        | EA   | SELF- ADJUSTING DOUBLE CUP HOLDER Internally mounted dual cup holder, Self-adjusts to fit cups up to 3.5" in diameter                                                                                          | 49.00    | 49.00    |      |
| C-ARM-106        | 1        |      | Side Mounted Flip Up Armrest                                                                                                                                                                                   | 140.00   | 140.00   |      |
| C-EB25-KNX-1P    | 1        |      | 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Kenwood Radio *KCH-19 remote head radio*                                                                                                         | 0.00     | 0.00     |      |
| C-EB40-WS2-1P    | 1        |      | 1 Piece Equip Bkt (Whelen 295HFSA4-9, MPC01)                                                                                                                                                                   | 0.00     | 0.00     |      |
| C-MCB            | 2        |      | Mic Clip Bracket for radio and PA                                                                                                                                                                              | 14.00    | 28.00    |      |
| C-MD-119         | 1        | EA   | Havis 11" Slide Out Lock Swing Arm Low Profile Motion Adapt (for computer, 2020 suv top of console mount)                                                                                                      | 275.00   | 275.00   |      |
| C-DMM-3015       | 1        | EA   | 2020 UTILITY INTERCEPTOR DASH MOUNT BRACKET KIT (for camera system monitor)                                                                                                                                    | 399.00   | 399.00   |      |
| MMSU-1           | 3        |      | Magnetic Mic single unit 2 will go on mic clip brackets 1 will go directly on console up front (so the officer will have the option to put the radio on the mic clip or on console)                            | 34.95    | 104.85   |      |
| ECVDMTLAL00      | 1        | EA   | *If questions see pictures from prior year* LED dome light Red/White Lens Toggle Switch on Lens Universal (front dome light)                                                                                   | 65.00    | 65.00    |      |
| 60CREGCS         | 1        | EA   | 6" Round Dome Light Red & White includes switches (rear hatch dome light)                                                                                                                                      | 165.00   | 165.00   |      |
| 3SRCCDCR         | 1        | EA   | Whelen 3" round compartment light split red/white independent control of red & white (put in k9 side of kennel)                                                                                                | 65.00    | 65.00    |      |
| HP-5020          | 1        |      | K9 Hot-N-Pop PRO Temperature Alarm & Door Opening System Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster...PLEASE STATE MAKE, MODEL & YEAR | 1,299.00 | 1,299.00 |      |
| HP-RBM-27-400    | 1        |      | Remote Pager Module for Hot-N-Pop Pro, Roof Mount 10' Fiberglass Mast Antenna, NMO mount, coax, & coupler box                                                                                                  | 325.00   | 325.00   |      |
| EK0689ITU12      | 1        | EA   | 10" Maxi Thin Fan, cover included, SUV's                                                                                                                                                                       | 305.00   | 305.00   |      |

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)





## Quote

Page 2 of 2

Date  
Estimate #11/6/2019  
EST22649

## Parr Public Safety Equipment

6106 Bausch Rd  
Galloway OH 43119  
United States  
(866) 320-7277  
www.parrpse.com  
Tax ID 20-1619573

| Item #                  | Quant. | U. | Description                                                                                                                                                                                                                                                                                                                                                                                                                        | Rate     | Amount   | Note |
|-------------------------|--------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------|
| 2100SET                 | 1      |    | ONLY, 2012-2020<br>Ultimate K9-2<br>K9 exist points 2: drivers side & between<br>front seals<br>Prisoner passenger side exit<br>*required* not included rear cargo box<br>for use with 10" fan                                                                                                                                                                                                                                     | 2,249.00 | 2,249.00 |      |
| TK0836ITU20             | 1      | EA | CARGO BOX - 2020 PIU - Open-Top Tray<br>w/ Anchor Points, Base Tier with<br>LockElectronic Combo                                                                                                                                                                                                                                                                                                                                   | 935.00   | 935.00   |      |
| TPA9289                 | 1      | EA | Cargo box radio tray w/ no lock (TRN)                                                                                                                                                                                                                                                                                                                                                                                              | 299.00   | 299.00   |      |
| TF0292ITU20             | 1      | EA | FREE STANDING CARGO BKT KIT 2020<br>PIU<br>*used with k9 rear kennel, check Setina*                                                                                                                                                                                                                                                                                                                                                | 65.00    | 65.00    |      |
| Customer Provide Parts  | 1      |    | *REPLACES TF2234ITU20*                                                                                                                                                                                                                                                                                                                                                                                                             | 0.00     | 0.00     |      |
| Installation Supplies 2 | 1      | EA | Customer Provided Parts, see below:<br>camera system, radio, docking station for<br>computer                                                                                                                                                                                                                                                                                                                                       | 150.00   | 150.00   |      |
| Freight                 | 1      | EA | Misc installation hardware, wire,<br>connectors, breakers/fuses, supplies -<br>Level 2                                                                                                                                                                                                                                                                                                                                             | 475.00   | 475.00   |      |
| Installation / In Shop  | 1      | EA | Freight Added at Time of Shipment<br>Installation / In Shop<br>of items to be ordered and customer<br>supplied<br>*will have factory rear lighting package*<br>*have wires long enough to be able to pull<br>radio/control head out and be able to work<br>on it sitting in your lap*<br>*gunlock mount in rear on pull out box*<br>*wire in standard park kill and hands free*<br>*radio above control head on console<br>layout* | 2,650.00 | 2,650.00 |      |

Total **\$14,554.85**

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



**Kevin McDonnell**

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**From:** Dan Alspach <dalspach@parrpse.com>  
**Sent:** Thursday, March 12, 2020 6:12 PM  
**To:** Kevin McDonnell  
**Subject:** RE: Reynoldsburg Police K9 Cruiser  
**Attachments:** Estimate51911.pdf

Sgt.

Attached is the quote for the k9 vehicle, a few things

- for the new suv did you order it with the rear lighting solution and rear heat/air?
- the 2020 have a different headlight, so instead of doing clears ions in the headlight I did colored vertexes as the vehicles come standard with headlight flasher (wig wags)
- before you guys use to mount the computer on the side but I changed that to mount on top of the console as the 2020 passenger side mount is not very sturdy. Departments have loved the on top of console mount we have been using.
- You guys did the overhead loft in the rear cargo area on the some of the vehicles last year, was that still needed for this vehicle? Not sure if it will work with the k9 kennel
- I changed the rear vault that you typically have on the patrols, this has a vault drawer that can lock, typically all k9 we do a lock vault for narcotics and such
- This vault also has the rear lower drawer to mount the equipment in and keep it protected.
- I just have the one gunlock going on the tray in the cargo area, is a second gunlock needed for this vehicle?

Please review and let me know if anything needs added/removed/or adjusted.

Thank you,

**Dan Alspach**

**Parr Public Safety Equipment**

Cell: 614-935-0885

**Galloway**

6106 Bausch Rd

Galloway, Ohio 43119

Office: 866-320-7277

Fax: 614-873-7205

**Bucyrus**

2037 Marion Rd

Bucyrus, Ohio 44820

Office: 419-834-7135

**From:** Kevin McDonnell <kmcdonnell@reypd.com>

**Sent:** Friday, March 6, 2020 11:20 AM

**To:** Dan Alspach <dalspach@parrpse.com>

**Subject:** RE: Reynoldsburg Police K9 Cruiser

Dan Alspach,

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

We will be purchasing a brand new Ford Explorer from Lebanon Ford so we will need a full K9 vehicle equipment quote.  
Thank you,  
Sgt. McDonnell

---

**From:** Dan Alspach <dalspach@parrpse.com>  
**Sent:** Thursday, March 5, 2020 5:12 PM  
**To:** Kevin McDonnell <kmcdonnell@reypd.com>  
**Cc:** Mike Binder <mbinder@reypd.com>  
**Subject:** RE: Reynoldsburg Police K9 Cruiser

Good late afternoon Kevin,  
That is just a quote for just the specific k9 equipment and not the full vehicle. You are wanting a full k9 vehicle emergency equipment quote correct? Not just putting this equipment into an already equipped vehicle (retrofitting patrol unit to k9 unit) ?

***Dan Alspach***  
**Parr Public Safety Equipment**  
Cell: 614-935-0885

**Galloway**  
6106 Bausch Rd  
Galloway, Ohio 43119  
Office: 866-320-7277  
Fax: 614-873-7205

**Bucyrus**  
2037 Marion Rd  
Bucyrus, Ohio 44820  
Office: 419-834-7135

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**From:** Kevin McDonnell <kmcdonnell@reypd.com>  
**Sent:** Thursday, March 5, 2020 1:24 PM  
**To:** Dan Alspach <dalspach@parrpse.com>  
**Cc:** Mike Binder <mbinder@reypd.com>  
**Subject:** Reynoldsburg Police K9 Cruiser

Dan Alspach,  
The city of Reynoldsburg approved the purchase of 1- K9 cruiser. You sent Reynoldsburg a quote dated 7/22/19. Can you send me the final quote for the K9 cruiser?  
Thank you,  
Sgt. Kevin McDonnell  
Reynoldsburg Division of Police  
7240 E. Main St.  
Reynoldsburg, Ohio 43068  
Email: kmcdonnell@reypd.com  
Cell phone: 614-949-2458

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



1335 Dublin Rd. Ste. 214-D  
Columbus, OH 43215  
PH: 614-602-4202  
FX: 614-448-4576

**Project Quote for City Reynoldsburg**  
Valid 15 days from 3/30/2020  
Prepared by: John Stickel

Quote #: 032018

[illegible]

Shipping charges are estimated in quotes.  
Any related travel charges are not included in the total.

If paying by Credit Card, an additional 3.75% fee is added.

Do NOT submit payment  
to KGT from this Quote.

Customer Acceptance:

I authorize the work outlined above to be done by Kirch Group Technology.  
I also understand all sales are final. No returns or refunds are allowed.

Signature \_\_\_\_\_ Date \_\_\_\_\_

50% of Software and/or Hardware **Total** is due prior to delivery. Final 50% is due at time of delivery. (Unless other written arrangements have been made.)



| Module                             | Description                                                                     | Product Code | Sku                                                                                                          |
|------------------------------------|---------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------|
| Dell Latitude 5420                 | Dell Latitude 5420 Rugged, CTO                                                  | G3SUYO4      | [210-AQPT]                                                                                                   |
| Processor                          | 8th Gen Intel® Core™ i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro) | GFBY60R      | [379-BDHC]                                                                                                   |
| Operating System                   | Windows 10 Pro 64bit English, French, Spanish                                   | GF48XA1      | [619-AHKN]                                                                                                   |
| Windows AutoPilot                  | No Windows AutoPilot                                                            | GYE02AP      | [340-CKSZ]                                                                                                   |
| Microsoft Office                   | Microsoft Office 30 Day Trial                                                   | GC70FJV      | [658-BCSB]                                                                                                   |
| Processor                          | Intel® Core™ i5-8350U Processor Base with Integrated Intel UHD 620 Graphics     | GDLC9ZN      | [338-BPTK]                                                                                                   |
| Systems Management                 | No Out-of-Band Systems Management - vPro Disabled                               | GRQX26P      | [631-ABWH]                                                                                                   |
| Memory                             | 16GB, 2x8GB, 2666MHz DDR4 Non-ECC                                               | GWL629D      | [370-AEVG]                                                                                                   |
| Hard Drive                         | M.2 256GB PCIe NVMe Class 40 Opal 2.0 Self Encrypting Solid State Drive         | GGURV91      | [400-BBTX]                                                                                                   |
| LCD                                | 14" FHD WVA (1920 x 1080) Anti-Glare Embedded Touch, Outdoor-Readable Screen    | GI2JHQ8      | [391-BDYP]                                                                                                   |
| Camera                             | RGB Camera                                                                      | GW8U47H      | [319-BBFN]                                                                                                   |
| Keyboard                           | Sealed Internal RGB Backlit English Keyboard                                    | GPV4J1Z      | [389-DOPP]<br>[580-ABYR]                                                                                     |
| Driver                             | Intel® Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver         | GNSFQ3J      | [555-BEPE]                                                                                                   |
| Wireless                           | Intel® Dual Band Wireless AC 8265 (802.11ac) 2x2                                | G1QME02      | [555-BDGD]<br>[575-BBYW]                                                                                     |
| Mobile Broadband                   | No Mobile Broadband Card                                                        | GLAU7Q1      | [362-BBBB]                                                                                                   |
| Primary Battery                    | 3 Cell 51Whr ExpressCharge Capable Battery                                      | GFDTJ5M      | [451-BCHG]                                                                                                   |
| Power Supply                       | 90W Rugged AC Adapter, 7.4mm Elbow Barrel                                       | GXQ6M2N      | [492-BCNQ]                                                                                                   |
| Security Options                   | No Security Options                                                             | G62G7FM      | [346-BEVE]<br>[590-TEYE]                                                                                     |
| Security Software                  | No Security Software                                                            | G85SQRl      | [650-AAAM]                                                                                                   |
| Operating System Recovery Options  | OS-Windows Media Not Included                                                   | GLA90Q1      | [620-AALW]                                                                                                   |
| Second Battery                     | Dummy Airbay Cover                                                              | GFLEPJ1      | [325-BDEH]                                                                                                   |
| Serial Port                        | No Additional IO Ports                                                          | GDWX5HC      | [590-TEYC]                                                                                                   |
| Diagnostic CD / Diskette           | No Resource Media                                                               | G5KFAU6      | [430-XXYG]                                                                                                   |
| Non-Microsoft Application Software | Dell Applications for Windows 10                                                | GS13FZC      | [340-AJPV]<br>[640-BBRG]<br>[658-BCUV]                                                                       |
| Setup and Features Guide 5420      | Quick Referene Guide                                                            | G0MWH94      | [340-CHGB]                                                                                                   |
| Documentation/Disks                | Safety/Environment and Regulatory Guide (English/Spanish)                       | GEPGU1O      | [340-AGIN]                                                                                                   |
| Canada Ship Options                | US No Canada Ship Charge                                                        | USNONE       | [332-1286]                                                                                                   |
| Packaging                          | Shuttle SHIP Material                                                           | GYJ4L1B      | [328-BCXL]<br>[340-CKTD]                                                                                     |
| Label                              | Regulatory Label included                                                       | GO637JX      | [389-BEYY]                                                                                                   |
| Support Tech Sheet and Powercord   | No UPC Label                                                                    | GJTP346      | [389-BDCE]                                                                                                   |
| Cable                              | E5 US Power Cord                                                                | GVGQ43T      | [537-BBBD]                                                                                                   |
| Processor Branding                 | Intel® Core™ i5 Processor Label                                                 | GS8CVPI      | [389-CGBB]                                                                                                   |
| Transportation from ODM to region  | Standard Shipment                                                               | GF6RVZ0      | [800-BBGF]                                                                                                   |
| Accessories                        | Factory Installed Rigid handle for the tied sku                                 | GX931ZA      | [540-BCIH]                                                                                                   |
| GPS Solutions (Tied)               | No Option Included                                                              | GKGSY4C      | [340-ACQQ]                                                                                                   |
| TAA                                | No TAA                                                                          | NOTAA        | [340-ACQQ]                                                                                                   |
| ENERGY STAR                        | ENERGY STAR Qualified                                                           | GIHL264      | [387-BBNJ]                                                                                                   |
| Hardware Support Services          | 4 Years ProSupport Plus with Next Business Day Onsite Service                   | PPN4         | [808-6795]<br>[808-6797]<br>[808-6805]<br>[808-6819]<br>[808-6822]<br>[808-6843]<br>[975-3461]<br>[997-8367] |

**Kevin McDonnell**

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**From:** John Stickel <jstickel@kgtechnology.com>  
**Sent:** Thursday, April 2, 2020 3:07 PM  
**To:** Kevin McDonnell  
**Cc:** Justin Stover  
**Subject:** RE: Quote for Laptop, stand, etc. for new Ford Explorer K9 police cruiser  
**Attachments:** Reynoldsburg - Quote032018.pdf

Sgt.,  
 Attached is a quote for the laptop, the top part of the dock that holds the laptop, a modem, and an antenna for the modem. Please know, this does not include the mount needed to connect to the base of the cruiser with the arms. Be sure those are compatible with the quoted stand (if it is a Havis one, you should be okay... but check first). Also, this does not include any labor to mount or install any of the equipment. KGT is not responsible for that. Let me know if you have any questions. Thanks!

John Stickel  
 Partner  
 Kirch Group Technology  
 1335 Dublin Rd. Ste. 214-D  
 Columbus, OH 43215  
[www.kgtechnology.com](http://www.kgtechnology.com)  
 P: 614-602-4202  
 F: 614-448-4576




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**From:** Kevin McDonnell <kmcdonnell@reypd.com>  
**Sent:** Tuesday, March 24, 2020 10:51 AM  
**To:** John Stickel <jstickel@kgtechnology.com>  
**Subject:** Quote for Laptop, stand, etc. for new Ford Explorer K9 police cruiser

John Stickel,  
 In the next couple of months the city of Reynoldsburg will be purchasing a new Ford Explorer K9 police cruiser. When you have time can you please get a quote for the laptop, laptop stand, and any other equipment we need to outfit the new cruiser? The purchase for the items will be taken out of the police budget.

Thank you,  
 Sgt. Kevin McDonnell  
 Reynoldsburg Division of Police  
 7240 E Main St  
 Reynoldsburg, Ohio 43068  
 Email: [kmcdonnell@reypd.com](mailto:kmcdonnell@reypd.com)

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)



Cell: 614-949-2458

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Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

**Kevin McDonnell**

---

**From:** Scott Shafer  
**Sent:** Wednesday, April 8, 2020 7:15 AM  
**To:** Street Mechanic; Kevin McDonnell  
**Subject:** RE: striping and badge for new cruiser

We have enough material to it.

Scott Shafer  
 Lead Sign Technician

**City of Reynoldsburg**  
 7806 East Main Street | Reynoldsburg, OH 43068  
 T 614-322-5800 | F 614-575-4583

[www.ci.reynoldsburg.oh.us](http://www.ci.reynoldsburg.oh.us)

---

**From:** Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>  
**Sent:** Tuesday, April 07, 2020 6:46 AM  
**To:** Kevin McDonnell <kmcdonnell@reypd.com>  
**Cc:** Scott Shafer <sshafer@ci.reynoldsburg.oh.us>  
**Subject:** RE: striping and badge for new cruiser

Good Morning Kevin,

I have some extra badges out here at the shop. I have copied Scott Shafer on the email. He would be able to let us know if he has enough for the other decals and striping on the car.

Thank you

Justin

Fleet Maintenance Department

**City of Reynoldsburg**  
 7806 East Main Street | Reynoldsburg, OH 43068  
 T 614-322-5805 | F 614-575-4583

[www.ci.reynoldsburg.oh.us](http://www.ci.reynoldsburg.oh.us)

---

**From:** Kevin McDonnell  
**Sent:** Friday, April 3, 2020 8:41 AM  
**To:** Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>  
**Subject:** striping and badge for new cruiser

Justin,

Attachment: ID2704K9Cruiser (Purchase of Police Cruiser for K9)

The city is still planning on purchasing 1- Ford Explorer Canine cruiser. Can you find out if we need to purchase the 2 badges and striping for the cruiser? Sgt. Severance thought we may have some extra badges and have enough striping for the cruiser.

Sgt. McDonnell

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: July 13, 2020****TO: Curtis Baker, Acting Chief Public Safety, Law and Courts  
Committee****RE: Fixed Asset Removal Police Department**

Approval:

|                         |             |                            |
|-------------------------|-------------|----------------------------|
| Completed<br>Joe Begeny | Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|-------------|----------------------------|

Items requesting to be removed:

|                                |        |                                                               |
|--------------------------------|--------|---------------------------------------------------------------|
| Trek Bike                      | FA2747 | No longer functional                                          |
| Optiplex GX400<br>Computer was | FA1765 | No longer meets the requirements of IT.<br>purchased in 2001. |
| Laser Printer                  | FA1778 | No longer operational                                         |
| Cisco Internet Router          | FA2130 | Equipment is no longer operational                            |
| Panasonic Toughbook            | FA2157 | No longer operational                                         |

**AN ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT  
FROM THE CITY'S FIXED ASSET LIST**

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of equipment from the department's fixed asset; and

## **Police Department**

**Curtis Baker**

**7240 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6907 Phone**

WHEREAS, the equipment being removed is either no longer functional or operational.

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

| Tag#   | Description of Item   |                                         |
|--------|-----------------------|-----------------------------------------|
| FA2747 | Trek Bike             | No longer functional                    |
| FA1765 | Optiplex GX400        | No longer meets the requirements of IT. |
| FA1778 | Laser Printer         | No longer operational                   |
| FA2130 | Cisco Internet Router | No longer operational                   |
| FA2157 | Panasonic Toughbook   | No longer operational                   |

SECTION 2. That the Reynoldsburg Police Department will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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