



City Council
Monday July 10, 2017

Regular Meeting: Following Committee Meetings

Place: Council Chambers
7232 E. Main St, Reynoldsburg, OH 43068

President: DOUG JOSEPH

Ward Members: Ward I - Stephen M. Cicak
 Ward II – Brett Luzader
 Ward III – Marshall Spalding
 Ward IV - Mel Clemens

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

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Clemens
Safety: Chmn Long, Cicak, Clemens, Spalding
Service: Chmn Luzader, Clemens, Spalding, Cicak
Finance: Chmn Cotner, Long, Luzader, Skinner

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

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

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

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
July 10, 2017

1. Call to Order
2. Roll Call
3. Invocation - Councilman Barth Cotner
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Regular Meeting – June 26, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
9. Reports
10. Motions

- a. MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG, PURSUANT TO THE INVESTMENT POLICY OF THE CITY OF REYNOLDSBURG, DOES HEREBY APPROVE THE TREASURY INVESTMENT BOARD'S RECENT SELECTION OF PARK NATIONAL BANK AND WESBANCO AS APPROVED VENDORS. --- Cotner. Finance Committee.

11. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 190.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX of Chapter 190 INCOME TAX EFFECTIVE JANUARY 1, 2016; AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.
 - b. AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 8.04 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.
 - c. AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 4.14 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.

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- d. AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 7.01 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Charter Review Commission.
- e. AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 7.02 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.
- f. AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 4.11 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.
- g. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A (NO COST) LEASE AGREEMENT WITH TAYLOR SQUARE OWNER, LLC., 250 CIVIC CENTER DR., SUITE 500, COLUMBUS OH 43215 AND DECLARING IT AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.
- h. ORDINANCE AUTHORIZING MAYOR TO PURCHASE VIPER 911 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.
- i. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH THE CITY OF COLUMBUS. (First Reading 6/26/2017). --- Cotner. Finance Committee.
- j. ORDINANCE AUTHORIZING MAYOR TO PURCHASE SIERRA WIRELESS MODEMS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.

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12. LEGISLATION FOR FIRST READING

- a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A CONTRACT WITH LIMBACH TO UPGRADE 1ST AND 2ND FLOOR VAV CONTROLS WITH NEW ALC DDC CONTROLS DECLARING IT AN EMERGENCY. --- Cotner. Finance Committee.
- b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH CT CONSULTANTS/MOODY NOLAN FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER AND APPROPRIATING MONEY AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.
- c. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR DEPARTMENT AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

13. LEGISLATION FOR SECOND READING

- a. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY. (First Reading 6/26/2017). --- Cotner. Finance Committee.

14. LEGISLATION FOR THIRD READING

- a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR PINE QUARRY BRIDGE REPLACEMENT AND APPROPRIATING FUNDS THEREFORE. (Second Reading 6/26/2017). --- Cotner. Finance Committee.
- b. RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND DECLARING AN EMERGENCY. (Second Reading 6/26/2017). --- Cotner. Finance Committee.

REYNOLDSBURG City Council
Regular Meeting
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- c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 1187.07 Residential Appearance Standards of Chapter 1187 Special Provisions for Residential Uses. (Second Reading 6/26/2017; Planning Commission 6/1/2017). --- Luzader. Service Committee.

- d. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 1183.05 Standards for Development Review of Chapter 1183 Planned Neighborhood Development District and Section 1184.05 Standards for Development Review of Chapter 1184 Planned Commercial Development District. (Second Reading 6/26/2017; Planning Commission 6/1/2017). --- Luzader. Service Committee.

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 26, 2017

At Large Chris Long called the meeting to order at 8:09 PM

PRESENT: Clemens, Cotner, Long, Skinner, Luzader, Spalding

ABSENT: Cicak, Joseph

Invocation - Councilman Brett Luzader

Approval of Minutes

Minutes stand approved.

- a. City Council – Public Hearing – June 12, 2017
- b. City Council – Appeal Hearing – June 12, 2017
- c. City Council – Regular Meeting – June 12, 2017

Approval of Agenda

Mr. Long - Moving Item 10A to the end of the council meeting. Adding Items 11G through 11K, which are the City Charter Amendments that were submitted from the Finance Department.

Community Comments and Requests

Prajul Karrarah - 8257 Kingsley Drive, Reynoldsburg, OH - Purpose wanting to know how we can put a smoking ban on public parks in Reynoldsburg, Ohio.

Mr. Long - You can speak to the City Attorney along with our Parks and Recs Director, Donna Bauman. They can draw something up and bring it to council.

Chris Albanies - 550 Oakwood Ave, Columbus, OH 43205 - Purpose here is to inform you about a fantastic ballot issue campaign that will be on this November election. It's called Marsy's Law. Marsy's Law for Ohio is a citizen initiated constitutional amendment that will be on this November's ballot. This is a grass roots coalition of individuals across the state who have collected signatures to submit to the secretary of state. The only way for a victim to have their rights enforced, if it is infringed upon in the court, is to have a higher court overturn the hearing instead of back down to a lower court for a redetermination to put that victim in the way of that tragedy one more time. Marsy's Law simply gives the victim, the victim's attorney, or the prosecutor the ability to petition the court to hold those rights true. Marsy's Law has 87% informed ballot polling.

Mr. Long - I have read the information on this and naturally this is a non up or down environment, but Chief O'Neill has been involved in it as well. If you have any questions I would advise you to speak with him.

Communications

CLERK OF COURT REPORT

The Clerk of Court report was read into the minutes.

Minutes Acceptance: Minutes of Jun 26, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 26, 2017

AUDITOR'S REPORTS, MAY, 2017

The Auditor's Report was read into the minutes.

Reports

None

LEGISLATION FOR FIRST READING

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 190.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX OF CHAPTER 190 INCOME TAX EFFECTIVE JANUARY 1, 2016; AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:45 PM
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RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A (NO COST) LEASE AGREEMENT WITH TAYLOR SQUARE OWNER, LLC., 250 CIVIC CENTER DR., SUITE 500, COLUMBUS OH 43215 AND DECLARING IT AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:45 PM
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REQUEST TO PURCHASE NEXT GENERATION 911 EQUIPMENT AND JOIN THE COLUMBUS 911 CONSORTIUM --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:45 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH THE CITY OF COLUMBUS. --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:45 PM
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ORDINANCE AUTHORIZING MAYOR TO PURCHASE SIERRA WIRELESS MODEMS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Jun 26, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 26, 2017

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

AAN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 4.14 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 8.04 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 7.01 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 7.02 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF THE AMENDMENT OF SECTION 4.11 OF THE CITY OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.

RESULT: **REFERRED TO COMMITTEE** **Next: 7/10/2017 7:45 PM**

LEGISLATION FOR SECOND READING

64-17

Minutes Acceptance: Minutes of Jun 26, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTION 160.02 "AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE" SUBSECTION (F) "POLICE DEPARTMENT"; OF CHAPTER 160 EMPLOYEE COMPENSATION, AND DECLARING AN EMERGENCY. (FIRST READING 6/12/2017). --- Long. Safety Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Luzader, Spalding
ABSENT:	Cicak

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1187.07 RESIDENTIAL APPEARANCE STANDARDS OF CHAPTER 1187 SPECIAL PROVISIONS FOR RESIDENTIAL USES. (FIRST READING 4/24/2017; PLANNING COMMISSION 6/1/2017). --- Luzader. .

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:33 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1183.05 STANDARDS FOR DEVELOPMENT REVIEW OF CHAPTER 1183 PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT AND SECTION 1184.05 STANDARDS FOR DEVELOPMENT REVIEW OF CHAPTER 1184 PLANNED COMMERCIAL DEVELOPMENT DISTRICT. (FIRST READING 4/24/2017; PLANNING COMMISSION 6/1/2017). --- Luzader. City Attorney's Office.

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:33 PM
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ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR PINE QUARRY BRIDGE REPLACEMENT AND APPROPRIATING FUNDS THEREFORE. (FIRST READING 6/12/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 7/10/2017 7:45 PM
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RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND DECLARING AN EMERGENCY. (FIRST READING 6/12/2017). --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Jun 26, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
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RESULT:	REFERRED TO PUBLIC HEARING	Next: 7/10/2017 7:45 PM
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65-17

ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BLACKLICK PROPERTIES LTD. FOR A REYNOLDSBURG POLICE SUBSTATION; AND DECLARING AN EMERGENCY. (FIRST READING 6/12/2017). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Brett Luzader, Ward II
AYES:	Clemens, Cotner, Long, Skinner, Luzader, Spalding
ABSENT:	Cicak

LEGISLATION FOR THIRD READING

66-17

ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - PARKS & RECREATION DEPARTMENT. (SECOND READING 6/12/2017). --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Luzader, Spalding
ABSENT:	Cicak

LEGISLATION FOR ONE READING

67-17

67-17 : A RESOLUTION APPROVING AN APPEAL FROM THE BOARD OF ZONING AND BUILDING APPEALS IN PART AS IT PERTAINS TO THE WALL SIGNAGE; AND DENYING THE APPEAL AS IT PERTAINS TO THE MONUMENT SIGN; APPLICATION 176211 BY EVANS CAPITAL INVESTMENTS.

Mr. Snowden - I reviewed the minutes from your last meeting and I was present at the original BZBA hearing where the variance was denied. I want to put a couple finer points on the situation. We are approving a size increase, but the applicant is entitled to some signage. Here is what they are entitled to per code (Chapter 1193 of the zoning code) 18 square foot for a wall sign and 20 square foot for a ground sign. What they are proposing is 50 for each. The distance the building is from the road and the size of the building seems to give justification for allowing

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REYNOLDSBURG CITY COUNCIL
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the increase in the size of the wall sign. There seems to be less interest in increasing the size of the ground sign above what is permitted by the code. What I want to be completely clear is what council and what BZBA previously was being asked to approve is the size of the signage area. The applicant has provided a couple different versions where they've revised the sign style and some materials based on comments that were heard from both the staff, Director Havener, myself, and BZBA. They still have to get design review board approval for specific materials and a specific design. What the council is being asked is, are they justified in having the variance given this additional request for additional sign area.

Justin Scalf with One Stop Signs, 2502 SR 131, Goshen, Ohio - Acting as agent representative for Dollar General at 7578 E Main St - We are asking to go up to 50 square feet. The two walls that you see, one being the laterate 50 square feet, but the smaller set is actually 18 square feet, against a frontage that's 80 linear feet you can see it's pretty minimal. In terms of composition of the property, were more than a 100 feet plus back from road way. In the nature of the historic signage allowances, I think the idea would be that the structure would be closer to the road way and fit the kind of historic composition. In this case we have a commercial development that is over 100 linear feet back from the road way. This creates a situation where we have minimal wall signage and really low visibility. The 50 square feet is an attempt to achieve the most visibility in terms of the wall sign. With the monument sign the 5 x 10 is 50 with a 1 foot base. Just the face itself is 50 square feet. The 3 x 6 is representative of what will be allowable in that area. You can see that the 3 x 6, the visibility is very difficult in terms of the property. There is a soft sloping grade to the front of the commercial space. As a result, 18 square feet is really limited for drivers. There's kind of a compromise a 4 x 8 that would be 32 square feet. I think that would be the sign that I would seek out for tonight in terms of a compromise with the city. The materials will be matching composite brick, architectural features like a crescent at the top of the structure, awnings, brick on the monument to match, and gooseneck lighting. Instead of doing internal LED lighting method, they've gone with indirect lighting for both above and below the signage.

Mr. Long - We don't want very large signs blocking the view of the historic district as you're going down the road. You haven't been approved for a monument sign. They're are specific designs that Eric can show and there's no way you're going to hang a 50 square foot sign from it. It just physically won't work, but once again those type signs and their design are specifically intended to continue to enhance our historic district not with the inside backlit type signs.

Mr. Clemons - I see no reason why you want such big signs to start with. I drive that road everyday. I can read the signs on the buildings that are back there. Once we start this, there's not stopping. You can't make exceptions for you and not make exceptions for other people. It's in the historical district and we had these laws put in here for a reason and I think we should stand by them. The part I don't understand, things haven't changed and what you brought to us the last time on whether you wanted one or whether you wanted two. I suppose tonight you're representing yourself for two. We're not discussing one.

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Justin Scalf - My understanding with the BZBA was that because both signs were jointed together that the project was an overall denial. I was hoping that with the separation of the elements, separating both wall and monument would result in a vote this evening. And we could have an indication that the wall was going to fly. In terms of the monument, we can continue to negotiate and work through that, but on the wall tonight Michael wants to see whether or not the 50 square feet will be approvable by council.

Mr. Clemons - I don't think you will have any problem negotiating if you go back to what you're allowed to put up. Put up the size of sign that we require and you will have no problem building your building.

Mr. Long - Two weeks ago the general discussion carried a consensus of the fact that we understood the distance of the building from the road and the plans that were submitted to us looks appropriate and it's very well done on the building. It was the signage on the street.

Justin Scalf - We can come back on the monument, but in terms of the wall I'd like to get into a discussion about materials.

Mr. Long - Mr. Snowden, what would be there process?

Mr. Snowden - I have provided our chairman with some conditional language that would allow the application to be approved, but it would only approve the wall signage portion. The applicant would not be able to apply for a variance for a period of 1 year. I'll have to double check that. They would only be able to stick with the existing size permitted for the ground sign, but they would be welcome to try again for a variance for just that item in the future. In the meantime, they would be able to move forward with a certificate of appropriateness from the design review board for the ground signage, proposing it met the area requirements for the code and with the wall signage for materials.

Mr. Long - We're going to meet you half way.

Unknown* - The signs in that same area, Donato's, O'Toole's. What are those sizes?

Mr. Snowden - Donato's sign is at least 50 square feet, which was meeting the sign regulation that were in place at the time that was constructed. At that time, the historic regulations were not in place. The signage for the businesses west of the proposed Dollar General, those are 32 square feet and the panel for the Carnival Ice Cream, which is the most recent business that opened, is 20 square foot non-illuminated panel, because that meets the code requirements.

Mr. Long - We're proposing this store to be how many feet back from the right of way?

Unknown* - At least 150 feet back from the road way.

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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Tammy Schuler - 925 Henderson Rd, Columbus, OH 43220 - Dollar General is bringing a lot of the amenities that the historic district overlay would like because they have the walkway, the bike rack. We're trying to bring a tenant into the community that people will use and want. I think the amenities add to the discussion.

Mr. Clemons - If you drive by it, there's no problem reading the signs that are up back there. I don't see the problem. We have a code that was put there for a reason. It's the historical district. Once we start chopping it up like spaghetti, you might as well forget about the code because it will go from one thing to another. I'm here to represent the city. I'm not here to represent you.

Justin Scalf - If we were outside the historic district we would have a linear ratio that would determine the allowance for wall signage. Typically areas would consider the amount of frontage that one has within a space. I know this is historic, so I know that we have a standard set size here. We have an 80 foot frontage in the space that's much more sizable of a structure than the other tenants. In terms of visibility, industry standards say that for every bit you move text back, you want to increase your size.

Mr. Long - I'm making a motion to overturn the decision of the BZBA and approve Application # 176211 on condition that no increase in the size of the ground signage will be permitted.

Unknown* - If you would like to grant their appeal in part as to the wall signage on the building and deny it in part as to the ground signage, the monument sign that we've been referring to, I think that is more a proper motion if that is the chairmans prerogative.

Mr. Long - That is what I received in wording on that.

Unknown* - To approve the appeal in part and deny the appeal in part, I think is the most appropriate way.

Mr. Long - I will retract my motion, since we didn't have a second on it at the time.

Mr. Long - I'm changing the resolution as it was presented.

Mr. Luzader - For clarity, to make sure exactly what wall size we are talking about. Is it 50 square feet?

Mr. Long - Yes, it's in the application.

Mr. Long - I will make a motion to grant and approve in part the wall signage, but to deny in full as to the monument or pedestal sign.

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REYNOLDSBURG CITY COUNCIL
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RESULT:	ADOPTED [4 TO 2]
MOVER:	Chris Long, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Long, Skinner, Luzader, Spalding
NAYS:	Clemens, Cotner
ABSENT:	Cicak

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jun 26, 2017 8:00 PM (Approval of Minutes)

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****MOTION REQUEST**

DATE: **July 10, 2017****TO:** **April Beggerow, Clerk of Council Finance Committee****RE:** Motion that the Council of the City of Reynoldsburg, pursuant to the Investment Policy of the City of Reynoldsburg, does hereby approve the Treasury Investment Board's recent selection of Park National Bank and Wesbanco as approved vendors.

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

Request Council add two new Vendors to list of approved vendors for Treasury Investment. The two new Vendors are Park National Bank and Wesbanco. Reason is need additional vendors to comply with Policy to not exceed 20% with any vendor

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

DATE: **July 10, 2017****TO:** **Finance Committee****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: Amending Section 190.01
AUTHORITY TO LEVY TAX; PURPOSE OF TAX of Chapter 190
INCOME TAX EFFECTIVE JANUARY 1, 2016; AND DECLARING
AN EMERGENCY. (First Reading 6/26/2017).

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

Request Council amend Section 190 of the Reynoldsburg Code to change the distribution of the Income Tax Revenue because of the passage of the Income Tax Increase see attached Information

See attached Information

SECTION 190.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX.

(A) To provide funds for the purposes of general Municipal operations, maintenance, new equipment and capital improvements, including, but not limited to, the payment of debt service charges on related securities and the costs related to a Municipal recreation complex, the City of Reynoldsburg ("City") hereby levies an annual municipal income tax on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided.

(B)(1) The annual tax is levied at a rate of two and one-half percent (2.5%) on and after July 1, 2017; prior to July 1, 2017, the annual tax is levied at a rate of one and one-half percent (1.5%). The tax is levied at a uniform rate on all persons residing in or earning or receiving income in the City. The tax is levied on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided in Section 190.03 of this chapter and other sections as they may apply.

(2) The monies collected under the provisions of this chapter shall be deposited into the following Funds in the following order and such Funds shall be disbursed for the following purposes and in the following order:

(a) Such part thereof as shall be necessary to defray all costs of collecting and administering the taxes levied by this chapter, including any amounts to be paid to any person or governmental agency under any contract for the administration of such taxes, and the cost of administering the Department of Taxation and enforcing the provisions thereof shall be deposited into the Income Tax Revenue Fund. **Zero and seventy-five hundredths percent (0.75%)** of the monies collected shall remain in the Income Tax Revenue Fund of the City to be put into the City's Contingency Reserve.

After providing for the requirements in division (a) monies shall be deposited and disbursed for the following purposes and in the following order:

(b)(i) ~~Eighty-four percent (84%)~~ **Sixty-six percent (66%)** of the monies collected shall be deposited into the General Fund of the City to be reappropriated by Council for any lawful purpose.

(ii) ~~Fourteen percent (14%)~~ **Nine percent (9%)** of the monies collected shall be deposited into the General Debt Retirement Fund to be used for general debt retirement.

(iii) ~~Two percent (2%)~~ **Twenty-five percent (25%)** of the monies collected shall be deposited into the Capital Improvement Fund which shall be used to defray all or part of the costs of legal improvements as determined by Council.

All monies already deposited into the City's Contingency Reserve residing in the Income Tax Fund shall be expended only upon a legislative transfer to the General Fund. Such transfers shall be solely for the purpose of making revenue available for expenditures necessary to continue basic City services due to a natural disaster or other catastrophic occurrence.

(C) The tax on income and the withholding tax established by Chapter 190 are authorized by Article XVIII, Section 3 of the Ohio Constitution. The tax is levied in accordance with, and is intended to be consistent with, the provisions and limitations of Ohio Revised Code 718 (ORC 718). This Chapter 190 is effective for tax years beginning on or after January 1, 2016. Municipal taxable years beginning on or before December 31, 2015 are subject to Chapter 191, and any amendments thereto, and rules and regulations, and any amendments thereto, as they existed before January 1, 2016."

Income Tax Increase

Year	Total Recd	RDF	General Fund	Debt Service	Capital Projects
			66%	9%	25%
			84.00%	14.00%	2.00%
2016 Act	\$14,200,000.00		\$11,928,194.00	\$1,988,032.00	\$284,000.00
New Money	\$22,200,000.00		\$0.00	\$0.00	\$0.00
	\$0.00	\$ 166,500.00	\$14,652,000.00	\$1,998,000.00	\$5,550,000.00

Charter Review Commission

April Beggerow
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **July 10, 2017**

TO: **Finance Committee**

RE: AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE
ELECTORATE OF THE AMENDMENT OF SECTION 8.04 OF THE
CITY OF REYNOLDSBURG CHARTER AND DECLARING AN
EMERGENCY. (First Reading 6/26/2017).

Emergency/Suspension: Emergency

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

Charter Review Information on Competitive Bidding Processes



**VILLAGE OF OBETZ
RECORD OF ORDINANCES**

ORDINANCE: _____

PASSED: _____

AN ORDINANCE TO ESTABLISH CONTRACTING PROCEDURES, AND DECLARING AN EMERGENCY.

WHEREAS, under Section 8.02(B) of the Obetz Charter, Council shall establish a threshold amount, notice provisions, and other procedures for competitive bidding; and

WHEREAS, Council has established a bidding threshold of \$150,000; and now desires to establish notice provisions and other procedures for competitively bidding contracts fairly estimated to exceed the \$150,000 threshold:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ, OHIO, THAT:

Section 1. That a new Chapter 157, "Contracting and Competitive Bidding," of the Codified Ordinances of the Village of Obetz, be and the same hereby is enacted to read and provide, in its entirety, as follows:

CHAPTER 157: CONTRACTING AND COMPETITIVE BIDDING

§157.01 HOME RULE AUTHORITY.

As a home rule charter Village, Obetz shall not be obligated to follow Ohio statutory procedures regarding contracting including, but not limited to, O.R.C. §§7.12, 9.31, 9.311, 9.312, 9.313, 9.315, 9.32, 9.33 through 9.335, 153.12-.14, 153.50-.52, 153.54, 153.56, 153.57, 153.571, 153.63, 153.67-.71, 153.80, 735.05-.09, 735.074, and other applicable sections within the O.R.C. and its Chapter 153 and Title 7.

§157.02 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

BEST VALUE. The bid award standard used by the Village to select the contractor that provides the best combination of price and qualifications

CONTRACTING. The process of entering into a deliberate verbal or written agreement between the Village and competent parties in accordance with the Ohio Ethics Law for the purchase of goods and/or services.

COMPETITIVE BIDDING. A contracting method by which the Village develops bid specifications, performance criteria, and/or documents, publishes notices and/or advertisements soliciting

bids by a stated deadline, accepts or rejects bids, and awards a contract to the bidder providing the best value in the sole discretion of the Village.

COMPETITIVE BARGAINING. A contracting method by which the Village solicits proposals and/or quotes, negotiates the terms, conditions, and other relevant factors, and enters into a contract advantageous and beneficial to the Village.

COOPERATIVE PURCHASING PROGRAMS. A contracting method by which the combined and collective efforts of governmental entities share the advantages and benefits of volume purchasing programs and reduced administrative expenses including, without limitation, the local government purchasing programs sometimes referred to as SWOP4 G, COOPP, a separate program through the Office of State Purchasing (part of the Ohio Department of Administrative Services) pursuant to O.R.C. §150.04, and the program arranged by the Ohio Department of Transportation pursuant to O.R.C. §5513.01; or any other similar program whether operated by a public or private entity.

PROFESSIONAL SERVICES. Services that usually require education, training or expertise to an advanced, specialized or significant degree, including, without limitation, such services as those performed by attorneys, architects, engineers, accountants, physicians, insurance brokers/agents, and/or third party administrators.

PRODUCT. Any material, equipment, supplies, commodities or any similar items purchased by the Village in order to fulfill the operating and/or capital responsibilities of the Village.

RECYCLED MATERIAL. Material the components of which, in whole or in part, would otherwise have been destined for permanent disposal.

§157.03 COMPETITIVE BIDDING AND NOTICE REQUIREMENTS.

Pursuant to Revised Charter section 8.02(b) and Ordinance _____, a threshold amount of \$150,000 is established for competitive bidding.

(A) Current competitive bidding threshold or more. For the award of contracts reasonably anticipated by the Village to involve expenditures equal to or greater than the current competitive bidding threshold, competitive bidding and legislative authorization shall be required, unless an exception or alternative is otherwise provided by Council.

(1) In estimating the anticipated expenditure to determine whether the competitive bidding threshold will be exceeded, the labor portion of the expenditure may be calculated without the use of prevailing wage rates.

(B) Less than the current competitive bidding threshold. The Village Administrator may, without competitive bidding or further legislative authorization, enter into contracts for expenditures of less than the current competitive bidding threshold for which Village funds have been appropriated, provided that price quotes are obtained and documented as required by administrative order based upon the amount of the estimated expenditure.

(C) Notice. All bid advertisements or other solicitations for Competitive Bidding shall be placed, on a timely basis, with a reasonable period allowed for response, at least once in any of

the following: a newspaper of general circulation within the Village; on the Village's website; or on any other website accessible to the public.

§157.04 EXCEPTIONS AND ALTERNATIVES TO COMPETITIVE BIDDING.

Pursuant to Revised Charter section 8.02(c), the exceptions and alternatives to the requirement for competitive bidding set forth in this chapter are deemed to be in the best interest of the Village.

(A) No or rejected bids. If no bids are received after the advertisements or other solicitations required by this chapter, or if all bids are rejected, the Village Administrator shall have the authority to either seek new, competitive bids, or to obtain the goods and/or services for which funds have been appropriated through competitive bargaining without further legislative authorization, whichever is deemed to be in the best interest of the Village.

(B) Used equipment or utilities. Regarding contracts for the purchase of used equipment or utilities such as gas, water, electricity, or telephone service for which funds have been appropriated, the Village Administrator shall have the authority to enter into contracts through competitive bargaining without further legislative authorization.

(C) Professional services. Contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where the operating budget provides sufficient funding.

(D) Cooperative Purchasing programs. As an alternative to both competitive bidding and competitive bargaining, the Village Administrator shall have the authority to obtain goods and/or services for which funds have been appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Village Administrator may agree that the Village will be bound by contract terms and conditions prescribed by that program, including, without limitation, payment of a reasonable fee by the Village to cover the administrative costs incurred by the program officials as a result of purchases by the Village. The Village Administrator may also agree that the Village will pay the vendor directly for items received by the Village. The Village Administrator may also purchase goods and services upon equivalent or better terms and pricing than a Cooperative Purchasing Program without legislative action, competitive bidding, or competitive bargaining.

(E) Reverse auction. Whenever the Village determines that the use of the reverse auction is advantageous to the Village, the Village Administrator or his designee may purchase goods or services by reverse auction.

(1) The Village, in establishing a reverse auction process, will:

(a) Determine the specifications and requirements of the goods or services to be acquired;

(b) Identify and provide notice to potential sellers concerning the proposed acquisition;

(c) Establish prequalification requirements to be met by a seller to be eligible to participate in the reverse auction.

(2) Before conducting a reverse auction, the Village shall establish a threshold amount which shall be the maximum amount that the Village is willing to pay for the goods or services to be acquired.

(3) The Village shall enter into a contract with a seller which meets the specifications or description of the goods or services to be procured and whose proposal the Village determines to be the most advantageous.

(F) Intergovernmental Purchases. The proposed purchase is from or with another political subdivision, the Ohio State Government, or the United States Government.

(G) Design-Build. The proposed purchase is a Design-Build Construction project let under the procedures established by Council.

(H) Construction-Administrator-At-Risk. The proposed purchase is a Construction-Administrator-At-Risk project let under the procedures established by Council.

(I) Purchases that do not exceed the bidding threshold set by Council.

(J) Real Estate. The Council may, by ordinance, provide for the purchase, sale or lease of real property, with or without public bidding, on such terms and for such value as Council, in the exercise of its discretion, may deem reasonable and in the best interest of the Village.

§157.05 EXECUTION AND MODIFICATION OF CONTRACTS.

Execution and modifications of competitively bid contracts shall not require competitive bidding.

(A) Limited to appropriations. No contract alteration or modification to a competitively bid contract shall be approved as set forth below, when the amount of the alteration or modification causes the contract sum for the project or purchase to exceed the amount appropriated by Council.

(B) No contract shall be enforceable against the Village unless it has been duly authorized, as provided for herein, and executed in the name of the Village by the Village Mayor or Administrator or designee, and bears the signature of the Fiscal Officer of the Village, as required by Section 5705.41 of the Ohio Revised Code, certifying the availability and appropriation of funds.

(C) Approval procedure. An alteration or modification to a competitively bid contract shall be approved only upon the order of the Village Administrator or designee. No order shall be effective until the sum to be paid under the altered or modified contract is agreed to in writing and signed by the contractor, the Village Administrator or designee, and the Finance Director or designee certifying the availability and appropriation of funds.

§157.06 AUTHORITY OF VILLAGE ADMINISTRATOR.

To implement Council policy and procedures as established within this chapter, the Village Administrator or designee shall have the authority to promulgate and amend written administrative rules, regulations, and procedures not inconsistent with this chapter or the Charter.

§157.08 DISPOSAL AND SALE OF SURPLUS PROPERTY. (Repealing and replacing Ord. 20-12)

The Village Administrator is authorized and directed to provide for the sale or trade-in of surplus equipment and supplies, including motor vehicles, in the following manner:

(A) At such times as equipment, including motor vehicles, and supplies of the Village serve no useful municipal purpose, the Village Administrator shall provide for the sale or trade-in of such equipment or supplies as provided in this Section.

(B) Sale or trade-in of surplus equipment, as determined under subsection (a) hereof, shall be sold or traded in by the Village Administrator by one or more of the following methods:

(1) Surplus property with an estimated value of twenty thousand dollars (\$20,000) or more shall be sold or traded in either of the following methods:

(a) By the acceptance of sealed bids, after advertising at least once in either a newspaper of general circulation or on the municipal website at least 14 days prior to the bid opening;

(b) By public auction, after advertisement at least once in either a newspaper of general circulation or on the municipal website at least 14 days prior to the auction;

(c) By internet auction.

(2) Surplus property having an estimated value less than twenty thousand dollars (\$20,000) shall be sold, traded in or disposed of by the Village Administrator at the highest attainable price as determined by the Village Administrator but without the necessity of sealed bid or public auction. Property not purchased and having no marketable value may be donated or destroyed or otherwise disposed of upon approval by the Village Administrator.

(3) The proceeds for the sale of surplus property shall be deposited in the Village Treasury to the credit of the General Fund.

(4) The Village Administrator shall keep full and accurate records of the sale or trade-in value of such property.

(5) The Village Administrator shall estimate the value of each piece of equipment or supplies to be sold or traded in under the provisions of this section. The sale or trade-in of the individual equipment or supplies having an estimated value in excess of twenty thousand dollars (\$20,000) each shall be authorized by Council before

the sale or trade-in as provided in subsection (B)(1) hereof and authorization shall be made by motion entered upon the minutes of Council.

§157.09 MISCELLANEOUS BIDDING PROCEDURES.

The following procedures shall apply to contracts that require competitive bidding.

(A) Procedures related to Bidding.

(1) Time between Notice and Bid Opening. There shall be no minimum time requirement between the publishing of the notice and the opening of the bids. The Village shall notify prospective bidders of the bid opening date and time in the Notice and shall adjust the same to meet the needs of the Village by issuing Addenda when necessary.

(2) Addenda Do Not Extend Bid Opening. The Village may issue such addenda to the bid documents as it feels necessary and such addenda may be issued up to and including the last business day before the bid opening without any extension of the bid opening date. Addenda issued the same day as the bid opening shall cause the bid opening date to be extended to the date and time set forth in such addenda.

(3) Estimate of Cost. The Village shall disclose the estimated cost of the project or purchase when it determines that doing so is in its best interest.

~~(4) Time for Award of Bids. In the Notice required for the bid solicitation, the~~ Village shall establish the time limit for awarding a contract. Submitted bids may not be withdrawn during this period. The Village's failure to award and execute the contract within this period invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent of the Village and the bidder whose bid the Village accepts and with respect to whom the Village subsequently awards and executes a contract. Such an agreed extension shall not entitle the contractor to delay costs.

(5) Withdrawal of Bids. Bidders may withdraw bids pursuant Section 9.31 of the Ohio Revised Code; such a withdrawal shall not modify the Village's right to award to the next lowest and best bidder.

(6) Bids in Excess of Estimate. The Village may award contracts regardless of the value of the bid as compared to the value of the estimated cost.

(7) Notice to Proceed. The contractor is not entitled to a Notice to Proceed with the work by the Village or its representative upon execution of the contract and no contractor shall begin work in the absence of a Notice to Proceed. The Village shall either issue the Notice to Proceed at a time that it determines is in its best interest or it shall terminate the contract for its convenience.

(8) Retainage. Retainage shall be withheld from payments to the contractor at the rate set forth in the Owner/Contractor agreement. Retainage shall not be held in

an escrow account. Retainage shall be released at such times and in such amounts as the Village determines to be equitable.

(9) General Contractor Permitted. The Village may advertise and award a single contract for constructing and managing an entire public improvement project.

(10) Extension of Bid Opening. The Village may issue an addendum or addenda modifying the plans and specifications for the project or the time for the bid opening at any time prior to the bid opening. If an addendum is issued within forty-eight hours before the bid opening, the bid opening shall be extended by at least three days.

(11) Combined Statement of Material and Labor. The Village at its discretion may accept a combined statement of labor and materials from bidders.

(12) Bonus and Liquidated Damages for Time. The Village may offer a bonus for completion of a contract prior to a specified date, or may exact liquidated damages for each day of delay beyond a specified date, or both. The amounts of the bonus and liquidated damages may be different.

(13) No Arbitration. The Village shall not enter into a contract that requires arbitration as a dispute resolution procedure unless the choice to arbitrate solely belongs to the Village.

(14) Return of Bid Guarantees. The Village shall return bid guaranties to bidders to which it does not award a contract in a reasonably timely manner.

Section 2. That the actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Obetz and, further, provides for the timely enactment of contract procedures necessary to provide for the effective and efficient operation of the Village; wherefore, this ordinance shall be in full force and effect immediately upon its passage by Council and its approval by the Mayor.

Passed this _____ day of _____, 2013

ATTESTS:

Stacey Boumis, Clerk of Council

D. Greg Scott, Mayor

Council Pres. Pro-Tem

APPROVED AS TO FORM

Eugene Hollins, Esq., Village Solicitor

CERTIFICATION OF PUBLICATION

Pursuant to the provisions of the Ohio Revised Code, Section 731.25, I, Stacey Boumis, Clerk of the Village of Obetz, published by posting the same on this _____ day of _____, 2013, at each of the five most public places in the Village of Obetz, as follows: Richardson's Barbershop, Alum Creek Carry-Out, K & M Market, Obetz Hardware and Builders Supply, Inc., and the Obetz Municipal Building.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office this _____ day of _____, 2013.

Stacey Boumis, Clerk

*Whitehall***CONTRACTING POWERS OF THE CITY****SECTION 62. BOARD OF CONTROL - CONTRACTS IN EXCESS OF ONE THOUSAND DOLLARS.**

- (a) The Mayor, the City Treasurer, and the City Auditor shall constitute a Board of Control.
- (b) No expenditure, contract, or order involving an expenditure in excess of one thousand dollars shall be entered into without the prior approval of the Board of Control. Approval of the Board of Control shall be given by motion passed by a majority vote of the members of said Board. All bids shall be opened and recorded by the Board of Control.
- (c) The Mayor shall be the Chairman of the Board of Control. Meetings of the Board of Control may be called by the Mayor upon written or oral notice thereof to the other members of the Board. The Board shall cause written minutes of the meetings of said Board to be made and preserved, and copies of such minutes, when certified by a Board member as "true copies", shall be received in evidence in any Court to prove the action of the Board of Control.
- (d) Contracts approved by the Board of Control shall be in written form and shall be executed on behalf of the City by the Mayor, provided that such contracts shall not be effective until the City Auditor, or his duly authorized representative, shall certify and attach such certificate to said contract, that the amount required to meet the same has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from previous encumbrances. Every contract made without such a certificate shall be void and no warrant shall be issued in payment thereof, unless the Council shall, by motion passed by a majority vote of the members thereof, authorize the payment thereof. The City Auditor shall not arbitrarily withhold such certificate. Unless otherwise provided by this Charter, the laws of the State of Ohio governing the issuance of certificates of the availability of funds by fiscal officers of municipalities shall apply under this Charter.
- (e) The Board of Control shall provide procedures whereby the heads of departments, and the Council and other Boards and Commissions may request that contracts, orders, or expenditures be authorized and approved by said Board.

(Amended 11-3-98)

SECTION 63. POWER OF THE MAYOR ON SMALL PURCHASES.

(a) The Mayor, or any officer or employee of the City designated by him, which designation shall be made and may be revoked in a written form filed with the Clerk of Council, may authorize an expenditure, contract or order not in excess of one thousand dollars without the approval of the Board of Control. Contracts, orders or expenditures authorized by this section shall be in written form and shall be executed by the Mayor or such other person designated by the Mayor, as hereinbefore provided, but such contracts or orders shall not be effective until the City Auditor, or his duly authorized representative, shall certify and attach such certificate to said contract or order that the amount required to meet the same has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from previous encumbrances. Every contract or order or expenditure made without such a certificate shall be void and no warrant shall be issued in payment thereof, unless the Council shall, by motion passed by a majority vote of the members thereof, authorize the payment thereof. The City Auditor shall not arbitrarily withhold such certificate. Unless otherwise provided by this Charter, the laws of the State of Ohio governing the issuance of certificates of the availability of funds by fiscal officers of municipalities shall apply under this Charter.

(b) The procedures provided by the Board of Control whereby heads of departments and the Council and other boards and commissions may request that contracts, orders, or expenditures be authorized and approved shall apply under this section, except that such requests shall be filed with and approved by the Mayor or such other person designated by him under the provisions of paragraph (a) hereof.

SECTION 64. BIDDING AND ADVERTISING - SPLITTING CONTRACTS.

(a) When the expenditure of funds for the purchase of supplies or materials, or to provide labor for any work to be performed under a contract exceeds the amount specified by the laws of the State of Ohio for which such purchases or work may be accomplished without advertisement and competitive bidding, such expenditure shall first be authorized and directed by ordinance passed by the Council, and the Mayor, after approval by the Board of Control, as provided in Section 62 of this Charter, shall make a written contract

Attachment: Hood Charter Review Info #1 (1809 : Charter Review 8.04)

with the lowest and best bidder after advertisement on the same day of each week for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the City.

(b) Compensation of persons and employees; contracts with persons, firms or corporations for services requiring specialized skill, knowledge, or training; and expenditures required because of a real and present emergency arising in connection with the maintenance, operation or repair of Municipal buildings, equipment and facilities, and Municipal services and improvements, when authorized by ordinance adopted by two-thirds vote of all members of the Council, need not be advertised and notices need not be published as provided hereinabove. Modifications and changes to contracts awarded under competitive bidding, and in excess of one thousand dollars, shall first be authorized by ordinance.

(c) The Board of Control or, in the case of contracts, orders or expenditures not in excess of one thousand dollars, the Mayor, or the person designated by him under the provisions of paragraph (a) of Section 63, shall not willfully cause or allow any contract or order to be split or divided into separate orders or contracts in order to avoid the requirements of competitive bidding as provided by this Charter.

(d) The Council may authorize, by a majority vote of the members thereof, expenditures, without bidding as required by this Charter, for the acquisition or lease of real property, for the discharge of noncontractual claims against the City, for the joint use of facilities or exercise of powers with other political subdivisions, or for the purchase of products or services of public utilities.

**Article IV
FINANCE***Worthington***SECTION 4.01 FISCAL YEAR.**

The fiscal year of the Municipality for budget, accounting, and all other similar purposes shall be the calendar year.

(Adopted November 6, 1956.)

SECTION 4.02 PREPARATION AND SUBMISSION OF BUDGET ESTIMATES.

The City Manager, at least sixty days prior to the beginning of each budget year, shall submit to the Council an operating budget estimate and an explanatory budget message after consultation with the head of each department or agency who shall fully cooperate with the City Manager in assisting in the preparation of the budget estimate and message. In addition, the City Manager shall prepare, at such time as Council directs, descriptions and budget estimates of needed capital expenditures. The Department of Finance shall furnish statements of balances available for appropriation, estimates of probable revenues from all sources, and expenditure estimates for debt service and other fixed items. The City Manager shall prepare, revise and adjust the budget estimates for the Council as may be required in order to produce a balanced budget.

SECTION 4.03 PUBLIC HEARING ON BUDGET ESTIMATES.

At the meeting of the Council at which the budget estimates are submitted by the City Manager, the Council shall schedule a public hearing on the budget. A notice of public hearing shall be published once in a newspaper of general circulation in the Municipality at least seven (7) days before the hearing. Such notice shall state that the budget estimates and message are on file for public inspection in the office of the Clerk of Council. On the date and at the time and place advertised, the Council shall hold a public hearing on the estimates as submitted and may continue such hearing. After the hearing, the Council shall adopt by ordinance the estimates as submitted, or as amended, as the appropriations budget of the Municipality for the ensuing budget year. Adoption of the budget ordinance shall require a majority vote of the members of Council.

SECTION 4.04 DATE OF FINAL ADOPTION: FAILURE TO ADOPT.

The appropriations budget ordinance for the ensuing fiscal year shall be adopted not later than December 26 of the current fiscal year. Should the Council fail to adopt said budget ordinance or an interim budget ordinance by such date, the budget shall be deemed to have been adopted finally by the Council as submitted by the City Manager.

SECTION 4.05 BUDGET AS AN APPROPRIATION.

Upon adoption, the appropriations budget ordinance shall become effective as of the first day of the budget year and shall constitute an appropriation of the items therein without further legislation. A copy of the budget ordinance, certified as correct by the City Manager and the Clerk of Council shall be filed with the Director of Finance and filed as may otherwise be required by law.

SECTION 4.06 APPROPRIATIONS.

The appropriations made by the budget ordinance for debt service and other fixed charges shall become available for expenditure upon the filing of the certified copy thereof with the Director of Finance. Appropriations for capital improvements shall become available as Council shall provide by Ordinance. Appropriations for current operations shall become available for encumbrance only when approved by the City Manager as being in conformity with the budget appropriations. Any unencumbered balance of any appropriation item shall lapse at the end of the budget year. Upon a showing of necessity by the City Manager, Council may reduce or revise appropriations during the course of the fiscal year or make transfers.

SECTION 4.07 TRANSFERS OF APPROPRIATIONS.

The Council, after consultation with the City Manager, may by resolution transfer any unencumbered balance of an appropriation as it deems necessary and proper. Further, the Council may at any time amend

Attachment: Hood Charter Review Info #1 (1809 : Charter Review 8.04)

or revise the budget by ordinance provided the budget as amended does not authorize the expenditure of more revenue than will be available.

SECTION 4.08 CERTAIN CONTRACTS AND EXPENDITURES PROHIBITED.

No officer, department or agency shall, during any fiscal year, expend or contract to expend any funds or incur any liability, or enter into any contract which by its terms involves the expenditure of money on behalf of the Municipality for any purpose in excess of the amounts appropriated for such expenditures or obligations. Any such obligation, oral or written, made in violation hereof shall be void. The officer or employee who knowingly attempts or purports to create such an obligation shall be removed and shall be disqualified from holding further office or employment with the Municipality. This section shall not prevent the making of contracts not to be fully performed within the fiscal year when such contract is authorized by the Council.

SECTION 4.09 FEES.

All fees received by any official, officer, or employee of the Municipality in connection with such person's employment or under color of such person's office with the Municipality shall be accounted for and paid immediately into the General Fund of the Municipality unless otherwise provided by this Charter or by law.

SECTION 4.10 PURCHASING.

The Council shall establish a purchasing procedure and assign responsibility therefore either to an independent office or a division of one of the departments. The office or department charged with responsibility for purchasing shall have the duty to contract for, purchase, store, and distribute all supplies, printing, materials and equipment required by the Municipality within the appropriations made by the Council. The Council may provide by ordinance a procedure for making emergency purchases by certain officers and employees of the Municipality.

SECTION 4.11 COMPETITIVE BIDDING.

Purchase of supplies, materials and equipment and the construction of public improvements for the Municipality shall be made pursuant to specifications and through open competitive bidding under such procedures, consistent with this Charter, as the Council shall determine by Ordinance. The acquisition of professional services and the purchase of used equipment may be, but are not required to be, obtained by competitive bidding. Competitive bidding and public opening and tabulation of bids shall be required where such purchases and construction are estimated to be equal to or greater than the amount required of the State for competitive bidding.

SECTION 4.12 EMERGENCY APPROPRIATIONS.

At any time during the fiscal year, the Council may make an appropriation to meet emergency needs for the protection of the public health, safety, or welfare of the inhabitants of the Municipality, even though such appropriation is in excess of available revenues. Such appropriation may be made only by the favorable votes of at least five of the members of Council and the ordinance shall set forth explicitly the character of the emergency and shall indicate clearly the source of the funds from which the expenditure is to be financed.

SECTION 4.13 SHORT TERM BORROWING.

At any time in the fiscal year when the Council determines that revenues will be insufficient, to meet authorized expenditures, it may, by ordinance, direct the issuance of notes of three different types: (1) those issued to finance emergency appropriations under Sec. 4.12 of this Charter, when unappropriated available revenues are insufficient for such purpose; (2) those issued in anticipation of the collection upon real and personal property; (3) those issued in anticipation of the collection of other types of revenue. The total amount of the notes issued in each case shall not exceed a reasonable estimate of the applicable revenues to be received during the fiscal year and the succeeding year and all such notes shall be redeemed not later than the end of the next fiscal year after their issuance, from current revenues.

SECTION 4.14 CHARACTERISTICS OF SHORT TERM NOTES.

Notes issued pursuant to the provision of Sec. 4.13 of this Charter shall be signed by the President of Council and the Director of Finance, shall be guaranteed by the full faith and credit of the Municipality, and shall be negotiable. They may be sold at public or private sale by the Director of Finance at the lowest net cost to the Municipality, shall be payable on demand or at fixed dates, no later than the end of the next fiscal year, and may in the latter case be either subject to redemption prior to maturity or non-callable at the option of the Municipality. No renewal or extension shall extend the maturity date beyond the end of the next fiscal year following their issuance.

SECTION 4.15 ACCOUNTING STANDARDS.

The Council shall establish by ordinance accounting concepts, principles, standards, and guidelines for the effective financial management of the Municipality taking into consideration current recommendations and practices established by the Office of the Auditor of the State of Ohio and by such other local, State or national agencies or organizations as will serve the fiscal needs of the Municipality.

CHAPTER 111 Purchasing Procedures

- 111.01 Duties of Finance Director.**
- 111.02 Requisition preparation and contents.**
- 111.03 Processing of requisitions; competitive bidding amount.**
- 111.04 Formal bidding; notice and expenditure.**
- 111.05 Bid opening and tabulation; award of contract.**
- 111.06 Purchase orders.**
- 111.07 Emergency purchases.**
- 111.08 Inspection and testing.**
- 111.09 Disposal of surplus property.**
- 111.10 Inventory of property.**
- 111.11 Rules and regulations.**
- 111.12 Public improvement contracts.**
- 111.13 Electronic auction.**

CROSS REFERENCES

Purchasing - see CHTR. 4.10

Competitive bidding - see CHTR. 4.11

111.01 DUTIES OF FINANCE DIRECTOR.

The Director of Finance shall perform the following duties:

- (a) Make all purchases required by the various departments, divisions, offices, sections and units of the City government in conformity with the control procedures established for that purpose.
- (b) Operate and maintain the storage facilities of the City and such stock control records as are necessary for the proper inventory.
- (c) Prepare or obtain and maintain standard specifications for materials, supplies and equipment whenever practicable.
- (d) Keep informed and maintain records as to the sources of supply for all classes of purchases, bids and price quotations, and other related items.
- (e) Cooperate with the City Manager in keeping inventory records of all equipment and major items of supplies owned by the City and in making periodic inventories.
- (f) Advise and assist the City Manager in the formulation of policies and procedures in connection with the purchasing activities of the City.
- (g) Conduct emergency purchasing in accordance with approved procedures when formal procurement is impracticable.
- (h) Sell unused or worn out, surplus or obsolete equipment and materials when identified as such by proper authority.
- (i) Perform such other duties as may be required by the City Manager.

111.02 REQUISITION PREPARATION AND CONTENTS.

Whenever it is deemed necessary or desirable by any department head to make any purchase of supplies, material, equipment or contractual services in order to promote the more efficient operation of the public service of the agency under his direction, he shall prepare and submit to the Director of Finance a requisition therefor. Such requisition shall specify the nature of the purchase desired, the quantity required and the performance requirements to be met. It shall also indicate the date on which delivery is needed and may propose the names and addresses of potential suppliers.

111.03 PROCESSING OF REQUISITIONS; COMPETITIVE BIDDING AMOUNT.

Whenever the Director of Finance receives a requisition where the probable cost of supplies, materials and equipment or the construction of public improvements for the municipality is equal to or greater than fifty thousand dollars (\$50,000.00) the Director of Finance shall institute the formal bidding procedure set forth in

this chapter. The acquisition of professional services and the purchase of used equipment may be obtained by competitive bidding.
(Ord. 24-2013. Passed 7-15-13.)

111.04 FORMAL BIDDING; NOTICE AND EXPENDITURE.

Whenever it is determined that formal bidding is necessary because of the amount involved, the Director of Finance shall prepare or cause to be prepared specifications for the articles or services required and shall advertise the requirements of the City, once each week for two consecutive weeks in a newspaper of general circulation in the City, or in professional or trade magazines appropriate for the purpose, inviting suppliers to tender bids in writing for the furnishing of such requirements, such bids to be opened and tabulated publicly at a time and place specified in such published notice. The annual appropriation ordinance shall be sufficient authority for the expenditure without the passage of any supplementary or specific ordinance by Council. If, however, the contemplated purchase was not included in the annual budget and appropriation, a supplementary appropriation ordinance shall be required.

111.05 BID OPENING AND TABULATION; AWARD OF CONTRACT.

Where formal bidding is employed, the bids shall be opened and tabulated publicly by the Finance Director, at the time and place specified in the advertisement for bids. The tabulation shall be referred to the City Manager for his information and comment. Such investigation of the responsibility of the bidders as he shall deem necessary shall be made under his direction and he shall then award the contract to the lowest and best responsible bidder, unless he determines that the public interest would be better served by rejecting all bids and ordering a new advertisement, in which case he may so order. Before any contract is signed, it shall be submitted to the Director of Finance for encumbrance and certification, and approved as to form by the Director of Law.

111.06 PURCHASE ORDERS.

Whenever informal bidding is followed pursuant to this chapter, the Director of Finance shall prepare a purchase order addressed to the successful bidder, directing him to supply the goods or services required in accordance with the terms agreed upon. The Director of Finance shall provide for encumbrance and certification of the purchase order.

111.07 EMERGENCY PURCHASES.

In case of actual emergency, and with the consent of the City Manager, any using agency may purchase directly in the open market any supplies, materials, equipment or contractual services whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health or convenience of citizens. The head of such using agency shall send to the Director of Finance a requisition and a copy of the delivery record together with a full written explanation of the circumstances of the emergency, which shall be filed by the Director of Finance as a permanent and public record. The Director of Finance shall by rules and regulations prescribe the procedure under which such emergency purchases may be made.

111.08 INSPECTION AND TESTING.

The Director of Finance shall inspect or supervise the inspection of all deliveries of supplies, materials, equipment or contractual services to determine their conformance with the specifications set forth in or referred to in the order or contract. The Director of Finance shall have authority to require the submission of samples with bids where appropriate, to test such samples and to test deliveries for comparison with the sample submitted. In the performance of such tests, the Director of Finance shall have authority, within budgetary limitations, to make use of the laboratory facilities of any city, county or state agency, or any private laboratory.

111.09 DISPOSAL OF SURPLUS PROPERTY.

(a) All Departments and Divisions shall submit to the Director of Finance, at such times and in such form as he shall prescribe, reports showing all supplies, materials and equipment (including vehicles) which are no longer in use or which have been damaged, worn out or are obsolete. The Director of Finance may order

such items transferred to another City Department or Division, or he may sell the item of property to another local, county or state governmental agency without competitive bidding. In addition, the Director of Finance, upon the concurrence of the appropriate Department Director or Division Chief, shall have the authority to discard surplus property if it has little or no value or use. Surplus property may be traded-in if in the sole discretion of the Director of Finance such trade-in would be advantageous to the City.

(b) The Director of Finance shall authorize and require competitive bidding for the sale of a single item of surplus property which has an estimated value of \$1,000.00 or more. The sale of a single item of surplus property, the value of which is \$5,000.00 or more shall require the approval of City Council by motion. Single items of surplus property which have an estimated value of less than \$5,000.00 but more than \$1,000.00 shall be sold through the competitive bidding process at such time and place and in such manner as the Director of Finance shall determine. The Director of Finance shall have sole discretion to conduct competitive bidding in such manner as he deems appropriate. Single items of surplus property which have an estimated value of less than \$1,000.00 may be sold or otherwise disposed through informal bidding or in such other manner as the Director of Finance deems appropriate.

(Ord. 03-2008. Passed 2-4-08.)

111.10 INVENTORY OF PROPERTY.

The Director of Finance shall establish and maintain a perpetual inventory record of all nonexpendable personal property belonging to the City and its various agencies. Thereafter, at least annually, the Director of Finance shall check such inventory and prepare a detailed report of all shortages and overages as well as of the condition of such property as is no longer suitable for use, which shall be delivered to the City Manager for his information and as a basis for administrative action.

111.11 RULES AND REGULATIONS.

The Director of Finance shall establish and may amend any rules and regulations which he deems necessary to the operation of the purchasing function. Such rules, and amendments thereto, shall be consistent with the Charter and these Codified Ordinances, and shall be subject to the approval of the City Manager.

111.12 PUBLIC IMPROVEMENT CONTRACTS.

The provisions of Ohio R.C. 153.50 through 153.52, inclusive, relating to the separate bid requirements for specific enumerated work and materials on municipal projects are hereby waived, and the City is authorized to bid all municipal projects in accordance with Ohio R.C. 153.50 through 153.52, inclusive, if Council determines such method of bidding to be in the best interest of the City.

(Ord. 13-2000. Passed 5-15-00.)

111.13 ELECTRONIC AUCTION.

(a) A single item of surplus property, the estimated value of which is \$1,000.00 or more, may be sold at electronic auction pursuant to the following requirements and the requirements of Section 111.09(b). The Director of Finance shall develop rules and regulations governing the sale of surplus property through electronic auction. Such auction shall be conducted by the Director of Finance with the assistance of the Department Director or Division Chief requesting such sale. An electronic auction may be by any means which the City Manager and Director of Finance approve. An item of surplus property whose value is \$5,000 or less may, upon concurrence of the City Manager and the Director of Finance, be sold by means of an electronic auction.

(b) Prior to the transfer of any property, the appropriate Department Director or Division Chief shall be responsible for the removal of logos, seals, emblems or other marks identifying the property as the property of the City. A list of items of property sold, their general condition at the time of sale, the name of the purchaser, the purchase price and the reason for declaring the items available for sale shall be maintained in the office of the Director of Finance and shall be available for public inspection. Items of surplus property shall be sold "as-is" to the highest bidder and, in the case of an electronic auction, the Director of Finance may establish a minimum bid for any item of surplus property.

(Ord. 03-2008. Passed 2-4-08.)

[Print](#)Dublin, Ohio Code of Ordinances**8.04. CONTRACTING PROCEDURES.****(a) AWARD AND EXECUTION OF CONTRACTS.**

Consistent with Section 5.04(j) of this Revised Charter and except as otherwise provided in this Section, the City Manager shall award and execute all contracts on behalf of the City.

(b) COMPETITIVE BIDDING.

Council, by ordinance, shall establish a threshold amount, notice provisions and other procedures for competitive bidding. When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to exceed the threshold established by Council, the contract shall be competitively bid. Council shall award a contract to the lowest and best bidder, provided that Council may reject any and all bids in whole or by items. No contract shall be divided to avoid the requirements of competitive bidding.

(c) WAIVER OF COMPETITIVE BIDDING.

By a vote of no less than five members, Council may waive the competitive bidding requirement if the statutory or common law of the State of Ohio does not require competitive bidding; if Council determines that an item is available and can be acquired only from a single source; or if Council determines that a waiver of the competitive bidding requirement is in the best interest of the City.

(d) PROFESSIONAL SERVICES.

Contracts for professional services shall not be subject to the competitive bidding requirements of this Section and shall not require authorization by Council if the current operating budget provides sufficient funding for the scope of services in any such contract.

(e) ALTERATIONS OR MODIFICATIONS OF CONTRACTS.

Council shall establish procedures for alterations or modifications of contracts. Modifications or alterations of contracts shall not require competitive bidding.

(f) CERTIFICATION OF FUNDS.

No contract involving the expenditure of money shall be entered into or authorized by the City Manager unless the Director of Finance or designee shall first certify that:

- (1) funds required for the contract are in the City's treasury or in the process of collection; and
- (2) funds have been appropriated by Council for the specified purpose and remain unencumbered.

The Director of Finance shall file and record the certification of availability and appropriation of funds in the accounting records of the City and shall furnish a copy to the vendor or contractor. Without the certification, a contractual obligation shall be void and unenforceable against the City unless recognized by Council as a moral obligation.

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Dublin, Ohio Code of Ordinances

CHAPTER 37: CONTRACTING AND COMPETITIVE BIDDING

Section

- 37.01 Home rule authority
- 37.02 Definitions
- 37.03 Competitive bidding and notice requirements
- 37.04 Exceptions and alternatives to competitive bidding
- 37.05 Execution and modification of contracts
- 37.06 Authority of City Manager
- 37.07 Disposal and sale of surplus property
- 37.08 Miscellaneous bidding procedures

§ 37.01 HOME RULE AUTHORITY.

As a home rule charter city, Dublin shall not be obligated to follow Ohio statutory procedures regarding contracting including, but not limited to, R.C. §§ 7.12, 9.31, 9.311, 9.312, 9.313, 9.315, 9.32, 9.33 through 9.335, 153.12 through 153.14, 153.50 through 153.52, 153.54, 153.56, 153.57, 153.571, 153.63, 153.67 through 153.71, 153.80, 735.05 through 735.09, 735.074, and other applicable sections within the Revised Code and R.C. Chapter 153.

(Ord. 15-13, passed 2-25-13)

§ 37.02 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

COMPETITIVE BARGAINING. A contracting method by which the city solicits proposals and/or quotes, negotiates the terms, conditions, and other relevant factors, and enters into a contract advantageous and beneficial to the city.

COMPETITIVE BIDDING. A contracting method by which the city develops bid specifications, performance criteria, and/or documents, publishes notices and/or advertisements soliciting bids by a stated deadline, accepts or rejects bids, and awards a contract to the lowest and best bidder.

CONTRACTING. The process of entering into a deliberate verbal or written agreement between the city and competent parties in accordance with the Ohio Ethics Law for the purchase of goods and/or services.

COOPERATIVE PURCHASING. A contracting method by which the combined and collective efforts of governmental entities share the advantages and benefits of volume purchasing programs and reduced administrative expenses including, without limitation, the local government purchasing programs

sometimes referred to as SWOP4 G, COOPP, a separate program through the Office of State Purchasing (part of the Ohio Department of Administrative Services) pursuant to R.C. § 125.04, and the program arranged by the Ohio Department of Transportation pursuant to R.C. § 5513.01; or any other similar program whether operated by a public or private entity.

PRODUCT. Any material, equipment, supplies, commodities or any similar items purchased by the city in order to fulfill the operating and/or capital responsibilities of the city.

PROFESSIONAL SERVICES. Services that usually require education, training or expertise to an advanced, specialized or significant degree, including, without limitation, such services as those performed by attorneys, architects, engineers, accountants, physicians, insurance brokers/agents, and/or third party administrators.

(Ord. 15-13, passed 2-25-13)

§ 37.03 COMPETITIVE BIDDING AND NOTICE REQUIREMENTS.

Pursuant to Revised Charter section 8.04, a threshold amount of \$75,000 is established for competitive bidding.

(A) *Current competitive bidding threshold or more.* For the award of contracts reasonably anticipated by the city to involve expenditures equal to or greater than the current competitive bidding threshold, competitive bidding and legislative authorization shall be required, unless an exception or alternative is otherwise provided by Council.

(1) In estimating the anticipated expenditure to determine whether the competitive bidding threshold will be exceeded, the labor portion of the expenditure may be calculated without the use of prevailing wage rates.

(B) *Less than the current competitive bidding threshold.* The City Manager may, without competitive bidding or further legislative authorization, enter into contracts for expenditures of less than the current competitive bidding threshold for which city funds have been appropriated, provided that price quotes are obtained and documented as required by administrative order based upon the amount of the estimated expenditure.

(C) *Notice.* All bid advertisements or other solicitations for competitive bidding shall be placed, on a timely basis, with a reasonable period allowed for response, at least once in any of the following: a newspaper of general circulation within the city; on the city's website; or on any other website accessible to the public.

(Ord. 15-13, passed 2-25-13)

§ 37.04 EXCEPTIONS AND ALTERNATIVES TO COMPETITIVE BIDDING.

Pursuant to Revised Charter section 8.04, the exceptions and alternatives to the requirement for competitive bidding set forth in this chapter are deemed to be in the best interest of the city.

(A) *No or rejected bids.* If no bids are received after the advertisements or other solicitations required by this chapter, or if all bids are rejected, the City Manager shall have the authority to either seek new, competitive bids, or to obtain the goods and/or services for which funds have been appropriated through competitive bargaining without further legislative authorization, whichever is deemed to be in the best interest of the city.

(B) *Used equipment or utilities.* Regarding contracts for the purchase of used equipment or utilities such as gas, water, electricity, or telephone service for which funds have been appropriated, the City

Manager shall have the authority to enter into contracts through competitive bargaining without further legislative authorization.

(C) *Professional services.* Pursuant to Revised Charter section 8.04(d), contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where the operating budget provides sufficient funding.

(D) *Cooperative purchasing programs.* As an alternative to both competitive bidding and competitive bargaining, the City Manager shall have the authority to obtain goods and/or services for which funds have been appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the City Manager may agree that the city will be bound by contract terms and conditions prescribed by that program, including, without limitation, payment of a reasonable fee by the city to cover the administrative costs incurred by the program officials as a result of purchases by the city. The City Manager may also agree that the city will pay the vendor directly for items received by the city.

(E) *Reverse auction.* Whenever the city determines that the use of the reverse auction is advantageous to the city, the City Manager or his or her designee may purchase goods or services by reverse auction.

(1) The city, in establishing a reverse auction process, will:

- (a) Determine the specifications and requirements of the goods or services to be acquired;
- (b) Identify and provide notice to potential sellers concerning the proposed acquisition;
- (c) Establish prequalification requirements to be met by a seller to be eligible to participate in the reverse auction.

(2) Prior to conducting a reverse auction, the city shall establish a threshold amount which shall be the maximum amount that the city is willing to pay for the goods or services to be acquired.

(3) The city shall enter into a contract with a seller which meets the specifications or description of the goods or services to be procured and whose proposal the city determines to be the most advantageous.

(F) *Intergovernmental purchases.* The proposed purchase is from or with another political subdivision, the Ohio State Government, or the United States Government.

(G) *Design-build.* The proposed purchase is a design-build construction project let under the procedures established by the City Manager or his or her designee.

(H) *Construction-manager-at-risk.* The proposed purchase is a construction-manager-at-risk project let under the procedures established by the City Manager or his or her designee.

(I) Purchases that do not exceed the bidding threshold set by Council.

(J) *Real estate.* The Council may, by ordinance, provide for the sale or lease of real property, with or without public bidding, on such terms and for such value as Council, in the exercise of its discretion, may deem reasonable and in the best interest of the city.

(Ord. 15-13, passed 2-25-13)

§ 37.05 EXECUTION AND MODIFICATION OF CONTRACTS.

Pursuant to Revised Charter section 8.04, modifications or alterations of contracts shall not require competitive bidding.

(A) *Limited to appropriations.* No contract alteration or modification to a competitively bid contract shall be approved as set forth below, when the amount of the alteration or modification causes the contract

sum for the project or purchase to exceed the amount appropriated by Council.

(B) No contract shall be enforceable against the city unless it has been duly authorized, as provided for herein, and executed in the name of the city by the City Manager or designee, and bears the signature of the Fiscal Officer of the city, as required by R.C. § 5705.41, certifying the availability and appropriation of funds.

(C) *Approval procedure.* An alteration or modification to a competitively bid contract shall be approved only upon the order of the City Manager or designee. No order shall be effective until the sum to be paid under the altered or modified contract is agreed to in writing and signed by the contractor, the City Manager or designee, and the Finance Director or designee certifying the availability and appropriation of funds.

(Ord. 15-13, passed 2-25-13)

§ 37.06 AUTHORITY OF CITY MANAGER.

To implement Council policy and procedures as established within this chapter, the City Manager or designee shall have the authority to promulgate and amend written administrative rules, regulations, and procedures not inconsistent with this chapter or the Revised Charter.

(Ord. 15-13, passed 2-25-13)

§ 37.07 DISPOSAL AND SALE OF SURPLUS PROPERTY.

(A) Surplus property owned by the city that is determined by the Finance Director, with the approval of the City Manager, to no longer be needed for municipal purposes may be declared surplus and disposed of by any of the following methods:

- (1) By sale by sealed bid to the highest and best bidder, following notice at least one time in a newspaper of general circulation in the city and posting on the city website at least ten business days prior to the opening of bids.
- (2) By live public auction.
- (3) By internet auction. Notice of internet auction will be posted on the city website at least ten business days prior to commencement of bidding.
- (4) By sale to another government jurisdiction without the requirement of competitive bidding.
- (5) By trade-in for credit at the time of the purchase of replacement property, provided that trade-in value is established separately from the purchase price of the replacement property, and can be verified to represent fair market value for the traded property.
- (6) By sale for scrap value, or discarding, if the property can be shown to have minimal or no residual market value in its current form.
- (7) By destruction upon the determination by the City Manager that the surplus property must be destroyed for public safety reasons.
- (8) By donation to an appropriate charitable organization with the approval of the City Manager.

(B) Disposal of all municipally-owned property that has been declared surplus and to no longer be needed for municipal purposes that has an estimated value of greater than \$5,000, or is a motor vehicle, may be disposed of by any of the above methods with the prior approval of City Council.

(C) The Finance Director will estimate the value of the property deemed by the user division to be surplus for purposes of determining the method to be used for the disposal of property. All property determined to be surplus and disposed of shall be fully documented and recorded for purposes of maintaining an accurate inventory of city-owned property.

(Ord. 15-13, passed 2-25-13)

§ 37.08 MISCELLANEOUS BIDDING PROCEDURES.

Pursuant to Revised Charter section 8.04, the following procedures shall apply to contracts that require competitive bidding.

(A) *Procedures related to bidding.*

(1) *Time between notice and bid opening.* There shall be no minimum time requirement between the publishing of the notice and the opening of the bids. The city shall notify prospective bidders of the bid opening date and time in the notice and shall adjust the same to meet the needs of the city by issuing addenda when necessary.

(2) *Addenda do not extend bid opening.* The city may issue such addenda to the bid documents as it feels necessary and such addenda may be issued up to and including the last business day before the bid opening without any extension of the bid opening date. Addenda issued the same day as the bid opening shall cause the bid opening date to be extended to the date and time set forth in such addenda.

(3) *Estimate of cost.* The city shall disclose the estimated cost of the project or purchase when it determines that doing so is in its best interest.

(4) *Time for award of bids.* In the notice required for the bid solicitation, the city shall establish the time limit for awarding a contract. Submitted bids may not be withdrawn during this period. The city's failure to award and execute the contract within this period invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent of the city and the bidder whose bid the city accepts and with respect to whom the city subsequently awards and executes a contract. Such an agreed extension shall not entitle the contractor to delay costs.

(5) *Withdrawal of bids.* Bidders may withdraw bids pursuant to R.C. § 9.31; such a withdrawal shall not modify the city's right to award to the next lowest and best bidder.

(6) *Bids in excess of estimate.* The city may award contracts regardless of the value of the bid as compared to the value of the estimated cost.

(7) *Notice to proceed.* The contractor is not entitled to a notice to proceed with the work by the city or its representative upon execution of the contract and no contractor shall begin work in the absence of a notice to proceed. The city shall either issue the notice to proceed at a time that it determines is in its best interest or it shall terminate the contract for its convenience.

(8) *Retainage.* Retainage shall be withheld from payments to the contractor at the rate set forth in the owner/contractor agreement. Retainage shall not be held in an escrow account. Retainage shall be released at such times and in such amounts as the city determines to be equitable.

(9) *General contractor permitted.* The city may advertise and award a single contract for constructing and managing an entire public improvement project.

(10) *Extension of bid opening.* The city may issue an addendum or addenda modifying the plans and specifications for the project or the time for the bid opening at any time prior to the bid opening.

(11) *Combined statement of material and labor.* The city at its discretion may accept a combined statement of labor and materials from bidders.

(12) *Bonus and liquidated damages for time.* The city may offer a bonus for completion of a contract prior to a specified date, or may exact liquidated damages for each day of delay beyond a specified date, or both. The amounts of the bonus and liquidated damages may be different.

(13) *No arbitration.* The city shall not enter into a contract that requires arbitration as a dispute resolution procedure unless the choice to arbitrate solely belongs to the city.

(14) *Return of bid guarantees.* The city shall return bid guarantees to bidders to which it does not award a contract in a reasonably timely manner.

(Ord. 15-13, passed 2-25-13)

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Grove City, Ohio Code of Ordinances

ARTICLE V FINANCE

SECTION 5.01 FISCAL YEAR.

The fiscal year of the City for budget, accounting and tax purposes shall be the calendar year.

SECTION 5.02 PREPARATION OF TAX BUDGET.

The Mayor shall submit to Council a budget estimate and an explanatory budget message on or before the twentieth day of June of each year for the fiscal year beginning on the first day of January following. For such purpose the Administrative Assistant to the Mayor shall obtain, at such date as he shall determine, from the head of each department, board or commission, plans for the work to be undertaken by each such agency during the ensuing fiscal year and estimates of the cost of personnel and material for doing such work, with complete justifications for each project, including all computations, and such other information as the Administrative Assistant may request. The City Planning Commission, in consultation with the organization units affected shall prepare estimates of needed capital outlays, indicating its judgment as to priorities among the projects proposed. The Department of Finance shall furnish statements of balances available for appropriation and estimates of probable revenue from existing sources, and when requested by the Administrative Assistant shall make estimates of probable yield from new sources of revenue. It shall also prepare expenditure estimates for debt service and other fixed items, including matured judgments. From the information thus assembled the Administrative Assistant shall prepare and furnish to the Mayor a consolidated budget estimate for the City's operations during the ensuing fiscal year, revising and adjusting the work programs and departmental estimates as required in order to produce a balanced budget.

SECTION 5.03 PUBLIC HEARING ON ESTIMATES.

Upon receipt of the budget estimates from the Mayor, the Council shall consider and approve them, with or without amendments, and forward them to the County Budget Commission on or before the twentieth day of July. It shall likewise cause at least two copies of the estimates to be filed in the office of the Director of Finance of the City for public inspection not less than ten days before the date fixed for Council consideration, which shall be not later than July 15 and at least one public hearing thereon shall be held, before the Council, of which public notice shall be given by one publication in a newspaper of general circulation in the City not less than ten days prior to such hearing.

SECTION 5.04 TAX LEVY.

Upon receipt from the County Budget Commission of the certificate of its action upon the tax budget, the Council shall levy the necessary taxes and certify them to the County Auditor on or before the first day of October.

SECTION 5.05 APPROPRIATION ORDINANCE.

The Administrative Assistant to the Mayor, with the assistance of the Director of Finance, shall prepare the annual appropriation ordinance, based upon the work program of the City and the official certificate of estimated resources, received from the County Budget Commission, and deliver it to the Mayor on or before the first day of December of each year. The Mayor shall forward the ordinance to the Council, with such comments and explanations, in writing, as he may desire, not later than December 7. The Council shall cause at least 5 days public notice to be given of the meeting at which it proposes to consider and adopt the ordinance and at that time shall afford interested citizens an opportunity to be heard, after which the ordinance shall be adopted, with or without amendments. If amendments are made which increase authorized expenditures beyond estimated revenues, Council shall provide the additional revenue necessary to produce a balanced budget. The appropriation ordinance shall be adopted not later than December 24, and shall take effect on January 1 following. If the appropriation ordinance is not adopted by this date, it shall be deemed to have been adopted as submitted by the Mayor.

SECTION 5.06 EFFECT OF APPROPRIATION.

Upon adoption of the appropriation ordinance a copy thereof, certified as correct by the Mayor and Clerk, shall be filed with the Director of Finance who shall thereupon open a ledger account for each item thereof against which allotments may be made, as provided in the following section. Copies shall also be supplied to the head of each department, board or commission in the City government and as otherwise provided by law.

(Amended 11-2-82)

SECTION 5.07 ALLOTMENTS.

The appropriations made for debt service and other fixed charges shall become available for expenditure upon the filing of the certified copy of the appropriation ordinance with the Director of Finance. Appropriations for capital outlays for construction shall become available in two stages: (1) not more than ten per cent of each item shall be available for preparation of detailed plans and specifications, upon the filing of a certified copy of the appropriation ordinance with the Director of Finance; (2) the remaining ninety per cent shall become available for encumbrance upon approval of the plans and specifications by the Council, after report thereon by the Mayor. Appropriations for the current operation of the organization units of the City government shall become available for encumbrance only when allotted by the Mayor, or by his Administrative Assistant when the latter has been charged by the Mayor with such duty, based on currently valid work plans for each agency submitted at least five days before the end of each calendar quarter for the succeeding quarter. These allotments shall be filed with the Director of Finance on or before the first day of each quarter and shall authorize the Director of Finance to accept from the organization units involved, purchase orders, contracts and payrolls for encumbrance and payment to an aggregate amount not exceeding the quarterly allotment. The total annual allotment to any agency may not exceed the total appropriated to such agency for the current fiscal year. Any unallotted balance of an appropriation and any unencumbered balance of any allotment shall lapse at the end of the fiscal year at any time during the fiscal year, upon showing of necessity by the organization unit or on his own motion, the Mayor may increase, reduce or revise allotments during the course of any budget quarter, advising the Director of Finance of such action. If at any time during the budget year, the Mayor shall determine that the income for the year will not be at least equal to the estimates upon which the appropriations were made, he shall reconsider all work programs and allotments and recommend to Council that they be revised to prevent expenditures in excess of income. The Council may, after a public hearing held pursuant to a five day notice thereof, revise such items. If revenues exceed estimates the Council may, after a similar public hearing, adopt additional appropriations to finance additional work programs whose total cost will not exceed available funds.

SECTION 5.08 TRANSFER OF FUNDS.

The Council, on recommendation of the Mayor may at any time, by resolution, transfer any unencumbered balance of an appropriation from one project to another under the jurisdiction of the same organization unit. During the last fiscal quarter of the year, Council may, by resolution or on recommendation of the Mayor, or the Mayor, may transfer any unencumbered balance of an appropriation from a project under one organization unit to a project under the jurisdiction of another organization unit. Transfer shall not be made from appropriations for debt service or other fixed budget items.

SECTION 5.09 CERTAIN CONTRACTS AND EXPENDITURES PROHIBITED.

No officer, department or agency shall, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract or agreement on behalf of the City which involves the expenditure by the City of any money in excess of that appropriated and allotted for such expenditures or obligations. Any purported obligation of the City, oral or written, made in violation hereof shall be void.

SECTION 5.10 CERTIFICATE OF FINANCE DIRECTOR.

Every contract, purchase order, or other document purporting to create a financial obligation against the City shall, in order to be valid and enforceable, bear a certificate signed by the Director of Finance stating that funds are available from which to pay it. Such certificates shall be affixed before the document is delivered by the City to the vendor or contractor and before any goods are delivered or services rendered. At the same time, the estimated amount of the obligation created thereby shall be entered as an encumbrance against allotted funds, which shall thereupon not be available to finance any other transaction, to the extent of such encumbrance.

SECTION 5.11 CONTRACTS NOT TO BE PERFORMED WITHIN ONE YEAR.

When it is necessary to enter into a contract which cannot be performed within a year, the Council shall authorize such contract specifically by ordinance. The portion to be paid during the current fiscal year shall be encumbered and the budgets for subsequent years shall include the amounts to be paid during such years as a fixed charge.

SECTION 5.12 FEES.

All fees received by any officer or employee of the City in connection with his employment with the City shall be accounted for and paid into the City treasury.

SECTION 5.13 CENTRAL PURCHASING.

The Council shall establish a purchasing agency either as an independent office or as a division of the Department of Finance, whose duty it shall be to contract for, purchase, store, and distribute to all agencies of the City the supplies, printing, material and equipment they require, within the appropriations made by Council and the allotments by the Mayor under this Charter. The Mayor may designate his administrative assistant as City Purchasing Agent.

SECTION 5.14 COMPETITIVE BIDDING.

Purchase of supplies, materials, equipment and printing for the City shall be made pursuant to specifications through open competitive bidding under such rules, consistent with this Charter as the Council may establish by ordinance. Formal advertising, bidding and public opening and tabulation of bids shall be required for all purchases with estimated cost exceeding the limitations provided for by State law.

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Grove City, Ohio Code of Ordinances

139.05 BIDDING PURCHASES AND PROCEDURES.

(a) Except as otherwise provided for in the Charter, the Administrative Assistant shall award and execute all contracts on behalf of the city.

(b) When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to be in excess of \$50,000, the contract shall be awarded through an open competitive bidding process unless an exception or alternative is otherwise provided by Council. The Administrative Assistant may, without competitive bidding, enter into contracts for expenditures of less than \$50,000 for which funds have already been appropriated. The City shall award a contract to the lowest and/or best bidder, provided that the City may reject any and all bids in whole or by items. No contract shall be divided to avoid the requirements of competitive bidding. (Ord. C36-12. Passed 8-6-12.)

(c) Provided that the current operating budget provides sufficient funds and in accordance with the procedure set forth below, where applicable, the following contracts shall not be subject to competitive bidding nor shall they require further legislative authorization.

(1) Professional Services. Contracts for professional services shall not be subject to the competitive bidding requirements of this section and shall not require authorization of Council.

(2) Cooperative Purchasing Programs. The Administrative Assistant shall have the authority to obtain goods and/or services through cooperative purchasing programs.

(3) Used Equipment. The Administrative Assistant shall have the authority to enter into contracts for the purchase of used equipment.

(4) Software. The Administrative Assistant shall have the authority to enter into contracts for the purchase of specific application software.

(5) Gas/Utilities. The Administrative Assistant shall have the authority to enter into contracts for the purchase of gas (fuel) and the following utilities: gas, water, electricity and/or telephone service.

(6) Insurance. The Administrative Assistant shall have the authority to enter into contracts for insurance.

(d) Council, by a majority vote, may waive the competitive bidding requirements if determined that it is in the best interest of the City.

(e) The Purchasing Agent or his/her designees shall authorize all purchases and contracts for the purchase of supplies, materials and equipment required by the Municipality and every department thereof. All shall be made in the following manner:

(1) Requested purchases for services or supplies shall be made by the department heads through a requisition form stating explicitly the items or services desired. Where a requisition exceeds \$10,000, it shall be accompanied by a minimum of two independent vendor quotations, which may include a quote from a purchasing group and/or consortium. This requirement may be waived at the discretion of the Purchasing Agent. The requisition form will be submitted to the Finance Director who will determine if unencumbered appropriations are available and sign a purchase order. The Administrative Assistant's signature on the purchase order shall constitute prima-facie approval of such procedure.

(2) Purchase order shall be on printed forms as determined by the Administrative Assistant. They shall bear consecutive numbers as to date of issue. After approval of requisitions, and after the certificate of the Finance Director stating that money is available for such purchase from the proper fund and account

Attachment: Hood Charter Review Info #1 (1809 : Charter Review 8.04)

the purchase order, with the price or quotation affixed, shall be issued to the vendor, supplier or person rendering service. Every purchase order shall be immediately posted to the encumbrance ledger and the sum shall be subtracted from the respective appropriation account.

(3) The notice of receipt of goods or the provision of services along with approval to pay for the goods shall bear the signature or other approval of the department head or his/her designee. The signature or other approval shall be affixed to invoice or saved in some other manner in the permanent requisition/purchasing order file.

(4) All vouchers and warrants for the disbursement of City funds, with the exception of expenditures for City personal services, shall bear the purchase order number authorizing such expenditure.

(5) When an emergency purchase by an authorized City employee is necessary outside of the normal operating hours of City Hall, the authorization for the expenditure must be obtained from the Purchasing Agent or his/her designee within two normal working days of City Hall. If the expenditure involves funds which have not been appropriated by Council, an appropriation ordinance must be passed.

(f) Notwithstanding any other provision hereunder, when City Council, by Resolution, determines that a Design-Build project delivery system shall be employed on a public improvement and the estimated cost of the project exceeds thirty thousand dollars (\$30,000), the Design-Build contract shall be let as follows:

(1) In addition to the project specific qualifications that the Design-Builder shall meet as set forth in the contract documents for a particular project, every Design-Builder, before entering a contract with the City, must demonstrate the following:

A. The architectural services provided under the Design-Build contract shall be provided and performed by an architect registered under Ohio R.C. Chapter 4703 or by a firm holding a certificate of authorization granted pursuant to Ohio R.C. Chapter 4703.

B. The Design-Builder shall meet the requirements of Ohio R.C. 153.70 when design-build services are provided to the City.

C. The Design Builder shall disclose to the City, in writing, the identity of the architect or architectural firm engaged by and contractually responsible to the Design-builder for project services.

D. The Design-Builder and architect shall agree that the architect will have direct supervision of the architectural work and that the architect's services will not be terminated on the project, without the immediate replacement by another architect.

(2) When the City Administrator determines the need to engage professionals to create Bridging Documents, such engagements shall be Professional Services Contracts not subject to competitive bidding.

(3) Once the Bridging Documents are complete and incorporated into a Request for Proposals for Design-Build Services, that Request for Proposals shall be advertised in the same manner as the City has, or may establish, for advertising competitive bids.

(4) The Request for Proposals shall require a project price to be submitted with the Design-Builders' proposals.

(5) The City Administrator shall evaluate and rank proposers according to the requirements set forth in the Request for Proposals.

(6) Once ranked, the City Administrator shall negotiate with the first-ranked proposer to ensure that the Design-Build contract meets the best interests of the City.

(7) Should Grove City fail to reach an agreement with the first-ranked proposer after ranking, it shall end negotiations with that proposer and begin negotiations with the proposer next in the order of rank. Grove City shall continue to negotiate with the proposers in their order of rank until a contract is approved by Council.

(8) The Bridging Designer shall be eligible to submit a proposal for the Design Build project for which it developed the Bridging Documents. (Ord. C14-11. Passed 4-18-11.)

(Ord. C30-60; Am. Ord. C6-83. Passed 2-21-83; Am. Ord. C56-08. Passed 6-2-08.)

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Codified Ordinances of New Albany, Ohio

123.12 COMPETITIVE BIDDING REQUIREMENT.

(a) The Administrator shall make contracts, purchase supplies and materials, and provide labor for any work under the Administrator's supervision involving not more than fifty thousand dollars (\$50,000.00) without requiring competitive bidding. When an expenditure, other than the compensation of persons employed by the Municipality, exceeds fifty thousand dollars (\$50,000.00), the expenditure shall first be authorized and directed by ordinance of the Council. When so authorized and directed, except where the contract is for equipment, services, materials, or supplies to be purchased under Ohio R.C. 125.04, 713.23(D), or 5513.01 or available from a qualified nonprofit agency pursuant to Ohio R.C. 4115.31 through 4115.35, or required to be purchased from a qualified nonprofit agency under Ohio R.C. 125.60 through 125.6012, the Administrator shall make a written contract with the lowest and best bidder after advertisement for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the Municipality. The bids shall be opened and shall be publicly read by the Administrator or a person designated by the Administrator at the time, date and place specified in the advertisement to bidders or specifications. The time, date and place of bid openings may be extended to a later date by the Administrator, provided that written or oral notice of the change shall be given to all persons who have received or requested specifications no later than 96 hours prior to the original time and date fixed for the opening. All contracts shall be executed in the name of the Municipality and signed on its behalf by the Administrator and the Clerk.

(Ord. O-25-2012. Passed 10-16-12.)

(b) The Council may provide, by ordinance, for central purchasing for all offices, departments, divisions, boards, and commissions of the Municipality, under the direction of the Administrator who shall make contracts, purchase supplies or materials, and provide labor for any work of the Municipality in the manner provided by this section.

(ORC 731.141; Ord. 37-2001. Passed 8-21-01.)

(c) Each bid shall contain the full name of every person interested in the bid. If the bid is for a contract for construction, demolition, alteration, repair, or reconstruction of an improvement, it shall meet the requirements of Section 123.14. The Administrator may reject any and all bids. The contract shall be between the Municipality and the bidder.

(ORC 731.15.)

(d) If it is necessary to make alterations or modifications to the contract, the alterations or modifications shall be made in writing. The Administrator and the contractor shall sign the alteration or modification.

(ORC 731.16; Ord. 49-97. Passed 12-16-97.)

(e) Bids for the erection, repair, alteration, construction, reconstruction, improvement, enlargement, alteration or rebuilding of a public building, culvert, or improvement may require separate and distinct proposals to be made for furnishing materials or doing work for each of the following classes of work to be performed:

- (1) Plumbing and gas fitting;
- (2) Steam and hot-water heating, ventilating apparatus, and steam-power plant;
- (3) Electrical equipment.

If the architect designing a public improvement believes that the cost would be lower if bids are aggregated, then a single bid and contract award may be made for the entire project. The award shall be made to the lowest responsive and responsible bidder.

(ORC 153.50 and 153.51; Ord. 25-98. Passed 8-18-98.)

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Newark, OH Code of Ordinances

**ARTICLE X
PURCHASING AND CONTRACTING****10.01. Contracting Officer.**

(A) The Service Director shall be the contracting officer for the City, and all such contracts shall be awarded by the Board of Control. The Service Director shall sign all contracts on behalf of the City. All contracts shall be in written form.

(B) Bids for contracts with the City shall be opened at twelve noon on the last day for filing them in the presence of the Service Director and Auditor or their designated representatives. A record of the proceedings of each bid opening shall be maintained by the City Auditor or his or her representative, and a copy of all bids received and opened shall be attached to the proceedings.

(C) The Mayor may designate any other administrative officer or employee of the City as purchasing agent, and authorize such purchasing agent to make all contracts on behalf of the City, where advertising and bidding are not required. The Mayor may adopt such rules and regulations as he or she deems necessary concerning the purchasing and contracting policies and procedures of the City.

10.02. Bidding.

(A) The threshold amount for instituting and requiring formal bidding procedures is established at \$30,000.00 for each purchase. Council may establish a threshold exceeding that amount by ordinance. The threshold amount may be waived by a vote of at least six Council members.

(B) When any contract or expenditure for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to exceed the threshold but not to exceed \$75,000.00, such contract shall not be subject to competitive bidding but shall be subject to review and approval by the Board of Control. When any contract or expenditure for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to exceed \$75,000.00, such contract shall be competitively bid, which shall be authorized and directed by ordinance or resolution passed by Council.

(C) When authorized or directed by the Board of Control, the Service Director shall make a written contract with the lowest and best bidder following advertisement once a week for at least two consecutive weeks in a newspaper of circulation in the City, provided that the Service Director may reject any and all bids in whole or by item(s). By a vote of at least six members, Council may waive the competitive bidding requirements if the statutory or common law of the State of Ohio does not require competitive bidding; if Council determines that an item is available and can be acquired only from a single source; or Council determines that a waiver of the competitive bidding requirement is in the best interest of the City.

(D) Notwithstanding subsections (A) and (B), contracts for professional services shall not be subject to the competitive bidding requirements and shall not require authorization by Council if the current operating budget provides sufficient funding for the scope of services in any such contract. (November 6, 2007; November 6, 2012)

10.03. Certification of Availability of Funds.

(A) No contract agreement, or other contractual obligation, involving the expenditure of money shall be entered into or authorized by any officer or employee of the City unless the City Auditor or his or her duly authorized representative shall first certify that the money required for such contract, agreement, obligation, or expenditure is in the Treasury or in the process of collection thereto, to the credit of the fund from which it is to be drawn, and appropriated for such purpose, which certificate shall be filed and immediately recorded in the accounting records of the City and a copy thereof shall be furnished to the contractor or person to whom such money will be payable. The sum so certified shall thereafter be considered encumbered until the City is discharged from the contract, agreement or obligation.

(B) All contracts, agreements, or other contractual obligations and orders entered into contrary to the provisions of subsection (A) of this section shall be void, and no person whatever shall have any claim or demand against the City thereunder, except that such claim may be paid in the manner and under the conditions provided by the general laws of Ohio pertaining to certifications by fiscal officers of cities, and such claims may be paid upon the authorization of an ordinance or resolution passed by Council as a moral obligation.

10.04. Splitting Contracts to Avoid Bidding.

The Service Director or any other person designated by the Mayor as purchasing agent shall not willfully cause or allow any contract or order to be split or divided into separate orders or contracts in order to avoid the requirements of competitive bidding as provided by this Charter.

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Codified Ordinances of Pickerington, Ohio

SECTION 7.11. COMPETITIVE BIDDING.

Council by ordinance shall establish notice provisions and other procedures for competitive bidding when the threshold amount established by the Ohio Revised Code is exceeded. When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to exceed the threshold established by the Ohio Revised Code, the contract shall be competitively bid. Council shall award a contract to the lowest and best bidder, provided that Council may reject any and all bids in whole or by items. No contract shall be divided to avoid the requirements of competitive bidding.

SECTION 7.12. EMERGENCY APPROPRIATIONS.

At any time during the budget year, Council may make an appropriation to meet emergency needs for the protection of the public health, safety, morals or welfare of the inhabitants of the City, even though such appropriation is in excess of available revenues. Such appropriation may be made only by the affirmative vote of at least five (5) Council members, after consultation with the City Manager. The ordinance making the appropriation shall set forth explicitly the character of the emergency and shall indicate clearly the source of the funds from which the expenditure is to be financed.

Attachment: Hood Charter Review Info #2 (1809 : Charter Review 8.04)

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Westerville, OH Code of Ordinances

CHAPTER 132

Contracting Procedures; Competitive Procurement Process; Purchase and Sale of Real Estate

- 132.01 Purpose.
- 132.02 Definitions.
- 132.03 Informal and formal source selection.
- 132.04 Exceptions and alternatives to formal source selection.
- 132.05 Procedure for formal source selection.
- 132.06 Award of bid or proposal in formal source selection.
- 132.07 Sale, trade-in or other disposition of surplus property.
- 132.08 Miscellaneous.
- 132.09 Purchase and sale of real property.

CROSS REFERENCES

Manager as purchasing agent - see CHTR. Art. IV, Sec. 2(k)

Public improvements - see Ohio R.C. Ch. 153

Authority of Council - see CHTR. Art. III, Sec. 12(b)

132.01 PURPOSE.

Council desires to implement procedures to provide for purchase contracts at the lowest available price utilizing the most economical procedures which will also provide for efficiency in the letting of contracts and in securing the best source for goods, services, and construction for public use.

This chapter is adopted pursuant to Article II, Section 2 and Article III, Section 12(b) of the City Charter to establish contracting and competitive procurement policies and procedures for the City which override and preempt the otherwise applicable provisions of Ohio law.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) "Competitive proposals" refers to an intensive formal source selection method in which offers are evaluated on a combination of price and non-price factors, in order to identify the best value to the City. A

purchase contract is awarded to the lowest and best offeror based on the response to the criteria set forth in an advertised request for proposals. Competitive proposals may include a single step or multi-step process and allow for the negotiation of all terms, including price prior to awarding a purchase contract.

(b) “Competitive sealed bidding” refers to a price-focused formal source selection method in which a purchase contract is awarded to the lowest and best bidder, based on the response to the criteria set forth in an advertised request for bids and does not include negotiations with bidders.

(c) “Construction manager at risk (CMR)” means a source selection method that allows the City to choose a construction manager based on qualifications. The construction manager enters a project before the design phase is complete and coordinates all subcontract work; enhancing the speed of project delivery and strengthening coordination with the architect/engineer.

(d) “Design-build” means a source selection method for construction that allows the City to choose a design and construction team based on qualifications. Parallel design and construction phases allow for fast track project delivery.

(e) “Formal source selection” means the methods of source selection for expenditures of fifty thousand dollars (\$50,000) or more where the selection process is governed by this chapter as opposed to the administrative procurement rules, regulations and procedures established by the City Manager. A purchase contract stemming from formal source selection requires Council approval. Formal source selection methods available to the City include competitive sealed bidding and competitive proposals.

(f) “Informal source selection” means any method of source selection for expenditures less than fifty thousand dollars (\$50,000) where the selection process is governed by the administrative procurement rules, regulations and procedures established by the City Manager. Purchase contracts resulting from informal source selection may be administratively awarded based on the competitive efforts of the City or another government entity or competition may be waived where not practicable or advantageous to the City.

(g) “Job order contracting” refers to a method of informal source selection pursuant to a unit price book establishing a generally accepted set price to be paid for a multitude of construction line items that can be selected to meet small-dollar construction needs.

(h) “Lowest and best” means City Council and/or the City Manager's determination of the best combination of price and quality based on the response to the criteria set forth in a request for bids, a request for proposals, a request for quotations or any document(s) used to obtain bids, offers or quotes.

(i) “Professional services” means services that usually require education, training, skill or expertise of an advanced, specialized, or peculiar nature, including, without limitation, such services as those performed by attorneys, architects, engineers, professional design firms, construction managers, surveyors, accountants, physicians, insurance advisors, information technology specialists and/or third-party administrators, specifically including professional design firms and services as defined in R.C. § 153.65.

(j) “Purchase contract” means a binding agreement, including short form contracts/purchase orders, for a single purchase of products, equipment, goods, materials or services. For purposes of determining the applicability of the dollar threshold requirements of Section 132.03, the City Manager's determination as to whether a purchase may reasonably and in good faith be deemed to constitute a single purchase shall be conclusive.

(k) “Request for bid (RFB)” refers to all documents, whether attached or incorporated by reference, utilized for a solicitation of bids. The solicitation of bids and source selection pursuant thereto is a formal source selection process.

(1) “Bidder” refers to a person/entity who submits a bid.

(2) “Bid” refers to the response submitted by a bidder in reply to a solicitation that, if accepted by the city, would bind the bidder into a resulting purchase contract. Once submitted a bid is not subject to

negotiation.

(1) "Request for information (RFI)" means a non-binding market research method whereby the City seeks input from the interested parties for a possible future solicitation or source selection. Feedback may include best practices, industry standards, technology issues, etc. Generally, information related to price or cost is not required in a reply to a request for information.

(m) "Request for proposal (RFP)" refers to all documents, whether attached or incorporated by reference, utilized for a solicitation of offers.

(1) "Offeror" refers to a person/entity who submits an offer.

(2) "Offer" refers to the response submitted by an offeror in reply to a solicitation that the City may use as the basis for negotiating the terms of a purchase contract acceptable and advantageous to the City. Offer can be used interchangeably with the term "proposal."

(n) "Request for qualifications (RFQu)" means a document which is issued by the City to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants) to gauge the quality and degree of competition in the marketplace, prior to initiating a solicitation or source selection method.

(o) "Request for Quotation (RFQ)" refers to all documents, whether attached or incorporated by reference, utilized for the solicitation of quotations. Solicitation by RFQ and source selection therefrom is an informal source selection process.

(1) "Quoter" refers to a person/entity who submits a quotation.

(2) "Quotation" refers to a statement of price, terms of sale, and description of goods or services offered by a quoter to the City that, if accepted by the City, would bind the quoter to perform the resulting purchase contract. Quotation can be used interchangeably with the term "quote."

(p) "Solicitation" means the City's act of publishing or distributing a request for bids, a request for proposals, a request for quotations or any other document(s) used to obtain bids, offers or quotes, where the City's publication thereof is intended to solicit replies for the purpose of entering into a purchase contract.

(q) "Source selection" the identification and selection of the supplier for goods, services, or construction whose price and quality best meet the City's needs.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.03 INFORMAL AND FORMAL SOURCE SELECTION.

In order to maximize the purchasing value of public funds and promote efficiency in the letting of contracts, the below informal and formal source selection methods have been established:

(a) All purchase contracts for expenditures less than fifty thousand dollars (\$50,000) shall be awarded through informal source selection as defined in Section 132.02. The City Manager may enter into and perform any purchase contract for expenditures less than fifty thousand dollars (\$50,000) for which City funds have been appropriated, without further legislative authorization.

(1) Solicitation and other procedures for informal source selection shall be governed by the administrative procurement rules, regulations, and procedures established by the City Manager.

(b) All purchase contracts for expenditures of fifty thousand dollars (\$50,000) or more shall be awarded by formal source selection, as defined in Section 132.02 or as excepted by Section 132.04.

(1) The most common method of source selection for expenditures of fifty thousand dollars (\$50,000) or more is competitive sealed bidding. Purchase contracts resulting from competitive sealed bidding shall

be awarded by motion, adopted by Council, and entered in the minutes of Council, authorizing and directing the City Manager to enter into and perform a purchase contract with the lowest and best bidder after being advertised on the city's website and/or a publication of general circulation for at least fourteen days prior to opening bids.

(2) Where the City Manager determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City due the complex or technical nature of a forthcoming source selection process, a purchase contract for fifty thousand dollars (\$50,000) or more may be awarded through the competitive proposals source selection process. Purchase contracts awarded through the use of competitive proposals shall only be awarded after a request for proposal has been advertised on the city's website and/or a publication of general circulation for at least fourteen days, and shall only be awarded by motion, adopted by Council, and entered in the minutes of Council, authorizing and directing the City Manager to enter into and perform a purchase contract with the offeror that has demonstrated the best value to the City, also known as the lowest and best offeror.

(c) Separate solicitations for branches or classes of work and materials shall not be required for any municipal contract and no municipal contract needs to be separately awarded for different classes or branches of work or materials.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.04 EXCEPTIONS AND ALTERNATIVES TO FORMAL SOURCE SELECTION.

Purchase contracts may be entered into and performed without following formal source selection requirements if the following conditions exist:

(a) Professional services. Source selection for professional services is not subject to formal source selection and a purchase contract awarded therefrom shall not require further legislative authorization where funds have been appropriated by Council for such services. Additionally, contracts for professional design firms and services are not subject to the provisions of R.C. §§ 153.65 through 153.70.

(b) Crisis situation. In the event of the occurrence of any crisis, including any breakage or any loss of equipment, or other circumstances which could not reasonably be anticipated, whereby any necessary regular service is or is about to be interrupted, or whereby the City will suffer any great and continuing loss, the City Manager may enter into a purchase contract for the necessary repairs, replacements or other goods or services, or both, to restore or maintain such service or to avert or terminate such loss, without solicitation or formal source selection, and in such amount as may in the circumstances be necessary. The City Manager shall, at the next meeting of Council thereafter, render a full report of all the circumstances and actions in the premises.

(c) Utility services. Source selection for the purchase of utilities such as natural gas, gasoline or diesel fuel, communication services (including telephone, cellular and data services), or electricity is not subject to formal source selection and a purchase contract awarded therefrom shall not require legislative authorization where funds have been appropriated by Council for such services.

(d) Insurance. Source selection for the acquisition of insurance coverage is not subject to formal source selection and a purchase contract awarded therefrom shall not require further legislative authorization where funds have been appropriated by Council for such purchases.

(e) Hardware and software maintenance, license, and hosting agreements. Source selection for the maintenance, license, and hosting of proprietary hardware and software applications, where such services can only be purchased from the manufacturer or manufacturer's authorized representative, is not subject to formal source selection and a purchase contract awarded therefrom shall not require legislative authorization where funds have been appropriated by council for such services.

(f) Intergovernmental purchases. Source selection for the acquisition of goods and services directly from another political subdivision, the State of Ohio, or the United States government is not subject to formal source selection and a purchase contract awarded therefrom shall not require legislative authorization where funds have been appropriated by Council for such purchases.

(g) Qualifications based selection. In rare instances where the City Manager determines that the use of competitive sealed bidding is not practicable or not advantageous to the city in awarding a purchase contract for construction services, due to complex coordination issues or the need to adhere to strict time constraints, a qualifications based source selection method may be utilized in place of formal source selection where funds have been approved by Council for such purposes. Qualifications based selection is multi-step source selection process where a request for proposal is only sent to offerors that have been pre-qualified based on their response to the criteria set forth in a request for qualifications. Purchase contracts resulting from qualifications based selection shall be awarded by motion, adopted by Council and entered in to the minutes of Council. Qualifications based sources selection methods available to the City include design-build and construction manager at risk.

(h) Contractual maintenance services. Source selection for routine maintenance and janitorial services, such as those needed for the ongoing upkeep of City facilities, is not subject to formal source selection. Provided that there is no conflict with established personnel rules, regulations and procedures, and where funds have been appropriated by Council for such services, a purchase contract for routine maintenance services may be awarded by informal source selection methods. No further legislative authorization shall be required.

(i) Case by case authorization. Council, by motion, may suspend formal source selection requirements for the award of purchase contracts on a case by case basis in certain circumstances which include, but are not limited to, the following:

(1) Source selection where the product, plans and/or purchase may be met by only one supplier (a "sole source supplier") and, accordingly, where formal source selection serves no valid municipal purpose;

(2) Source selection where the price for the item to be purchased from a third-party has been established by the federal Government, State of Ohio, another governmental entity, or the competitive efforts of a cooperative government purchasing program;

(3) Source selection for proprietary computer software programs;

(4) Source selection for goods, services and construction where Council determines that certain factors such as quality, standardization, warranty, trust and/or compatibility are of greater importance than price; or

(5) Source selection for the purchase of used equipment or supplies at an auction open to the public or at a sale at which such used equipment or supplies are to be sold.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.05 PROCEDURES FOR FORMAL SOURCE SELECTION.

(a) When funds have been appropriated by Council to provide for a purchase contract of fifty thousand dollars (\$50,000) or more, the City Manager may proceed with advertisement for bids or offers for such expenditure without the direction of Council.

(b) When funds have not been appropriated by Council for a purchase contract of fifty thousand dollars (\$50,000) or more the following procedures shall be used:

(1) In the case of a purchase contract to be selected through competitive sealed bidding, the City Manager shall not initiate a solicitation without the adoption of a motion of Council authorizing the City Manager to seek bids.

(2) in the case of a purchase contract to be selected through the use of competitive proposals, the City Manager shall render a full written report to Council regarding the purchase and anticipated means of funding. In such instances, Council shall have at least seven days to submit questions or objections, prior to the City Manager initiating a solicitation.

(c) If the need to issue an addendum to a solicitation that is part of a formal source selection process arises, such addendum must be released no later than seventy-two hours prior to the scheduled deadline for the receipt of bids or offers. In the event that an addendum is issued within said seventy-two-hour period, the due date for bids or offers will be delayed at least three calendar days with no additional publication necessary.

(d) Any formal source selection process may be terminated without a resulting purchase contract at the direction of the City Manager when in the best interest of the city. In such instances, a notice of cancellation shall be posted to the city's website and the reasons therefor shall be made part of the procurement file.

(e) In the event that no bids or offers are received in response to a formal source selection process, the solicitation may be canceled at the direction of the City Manager, and a new solicitation may be made as determined by the City Manager without further legislative authorization.

(f) In the event that the lowest and best bid(s) or offer(s) received by the City as part of a formal source selection process are less than fifty thousand dollars (\$50,000), and where funds have been appropriated by Council for such purchase, the City Manager may enter into a purchase contract with the lowest and best bidder(s) or offeror(s) without further legislative authorization.

(g) Ancillary procedures for source selection and terms of purchase contracts of fifty thousand dollars (\$50,000) or more may be enumerated in the administrative procurement rules, regulations and procedures established by the City Manager. Procedures for all purchase contracts less than fifty thousand dollars (\$50,000) shall be governed by the administrative procurement rules, regulations and procedures established by the City Manager.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.06 AWARD OF BID OR PROPOSAL IN FORMAL SOURCE SELECTION.

(a) Council shall have the right to reject any or all bids or offers, reject a bid or offer not accompanied by a required bid security or by other data or information required by the applicable request for bids or request for proposals, or reject a bid or offer which is in any way incomplete or irregular.

(b) Council shall have the right to waive informalities and/or irregularities in a bid or offer provided, in Council's determination, such informalities and/or irregularities did not provide the bidder or offeror with an unfair advantage over other bidders/offers.

(c) In determining which bidder/offeror has submitted the lowest and best bid/offer, Council may consider, without limitation:

(1) A bidder/offeror's experience;

(2) A bidder/offeror's financial condition, including performance and bid bond capacity, and the correlation between the amount and size of the project to the financial ability and size of the bidder/offeror;

(3) A bidder/offeror's conduct and performance on previous contracts with either the City or another governmental entity;

(4) A bidder/offeror's facilities, management skills, and ability to execute the contract properly;

(5) The amount of work expected to be subcontracted by the bidder/offeror.

- (6) The amount of the bid/offer in relation to any architect's or engineer's estimate;
 - (7) A bidder/offeree's history of submitting artificially low bids or offers to secure contracts and then failing to complete work, demanding change orders and/or filing delay claims, or any other factors indicating a practice of "low-ball" bids/offers;
 - (8) A bidder/offeree's history of threatening or filing litigation to resolve contract disputes with governmental entities; or
 - (9) A bidder/offeree's integrity, reputation, judgment and efficiency.
- (Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.07 SALE, TRADE-IN OR OTHER DISPOSITION OF SURPLUS PROPERTY.

At such times as equipment, including motor vehicles, and supplies of the City serve no useful municipal purpose, the City Manager is authorized and directed to provide for the sale, trade-in or disposition of such equipment and supplies by a method or methods deemed by the City Manager to be in the best interests of the City, including, but not limited to:

(a) Surplus property with an estimated value of fifty thousand dollars (\$50,000) or more shall be sold or traded in by either of the following methods:

(1) By the acceptance of sealed bids/offers, after advertising on the City's website and/or a publication of general circulation for at least fourteen days. Acceptance of the bid/offer shall be made by motion, adopted by Council, and entered in the minutes of Council, authorizing and directing the City Manager to enter into and perform a sales contract.

(2) By live or electronic public auction, after advertisement on the City's website and/or a publication of general circulation at least fourteen days prior to the auction. Council authorization is required prior to, but not after such auction.

(b) Surplus property having an estimated value less than fifty thousand dollars (\$50,000) shall be sold, traded in or disposed of by the administrative rules, regulations and procedures established by the City Manager in one or more of the following methods:

(1) Acceptance of quotations.

(2) Acceptance of offers.

(3) Live public auction.

(4) Electronic public auction.

(5) Trade-in, when the City Manager determines the trade-in value is reasonable and likely to meet or exceed the value to be obtained through the sale of such equipment/supplies.

(6) Salvage, when the City Manager determines the salvage or scrap-metal value is reasonable and likely to meet or exceed the value to be obtained through the sale of such equipment/supplies.

(7) Donation, when the City Manager, in his or her sole discretion, determines that the benefit to another political entity or 501(c)(3) charitable organizations exceeds the anticipated sale value.

(8) Destruction, when the City Manager determines that the sale of property may compromise the security of personal or corporate information, such as information housed on City hard drives and servers, such property shall be destroyed in a secure and environmentally-conscious manner.

(9) Disposal, when the City Manager determines that surplus supplies have no resale value, or that the cost of transportation, storage and sale of said equipment/supplies exceeds the anticipated sale value.

(c) Council, by motion, may suspend the requirements of Section 132.07(a) for sales contracts on a case by case basis.

(d) The proceeds for the sale of surplus property shall be deposited in the City treasury to the credit of the division having jurisdiction and control over such property.

(e) The City Manager shall keep full and accurate records of the sale, trade-in or disposition of surplus property.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.08 MISCELLANEOUS.

(a) To implement Council policy as established within this chapter, the City Manager shall have the authority to promulgate written administrative procurement and source selection rules, regulations and procedures consistent with this chapter and the Charter.

(b) The Director of Finance shall attach a certification of funds on each contract or order involving the expenditure of money in accordance with R.C. § 5705.41(D)(i); provided, however, if no certificate is furnished as required, the Finance Director may alternatively provide a certification stating that there was at the time of making of the contract or order and at the time of execution of such certification a sufficient sum appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, but such expenditure must also be affirmed and authorized:

(1) By the City Manager if the purchase contract involves an expenditure in excess of five thousand dollars (\$5,000) but less than fifty thousand dollars (\$50,000), or

(2) By motion of City Council if the purchase contract involves expenditure of fifty thousand dollars (\$50,000) or more.

(c) Upon certification by the Director of Finance that a certain sum of money, not in excess of five thousand dollars (\$5,000), has been lawfully appropriated, authorized, or directed for a certain purpose and is in the treasury or in the process of collection to the credit of a specific line- item appropriation account in a certain fund free from previous and then outstanding obligations or certifications, then for such purpose and from such line-item appropriation account in such fund, over a period not extending beyond the end of the fiscal year, expenditures may be made, orders for payment issued, and contracts or obligations calling for or requiring the payment of money made and assumed; provided, that the aggregate sum of money included in and called for by such expenditures, orders, contracts, and obligations shall not exceed the sum so certified. Such a certification need be signed only by the Director of Finance and may, but need not, be limited to a specific vendor. An itemized statement of obligations incurred and expenditures made under such certificate shall be rendered to the Director of Finance before another such certificate may be issued, and not more than one such certificate shall be outstanding at a time.

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

132.09 PURCHASE AND SALE OF REAL PROPERTY.

(a) No contract for the sale or lease of real property or any permanent interest in real property, including easements, belonging to the City shall be made unless authorized by ordinance and approved by a two-

thirds vote of Council. Such sale or lease may be authorized by Council without the necessity of public bidding or advertisement.

(b) Except as provided in subsection (c) below, real property or any interest therein may be purchased only upon authorization by ordinance approved by a majority vote of Council.

(c) The City Manager is authorized to purchase road right-of-way, easements and licenses to provide for municipal improvements or necessary for any municipal purpose without such action being authorized by Council, provided that funds for such purchase have been appropriated by Council, or in the event that the purchase is for a price less than fifty thousand dollars (\$50,000).

(Ord. 03-23. Passed 7-1-03; Ord. 2011-04. Passed 2-15-11; Ord. 2015-33. Passed 10-20-15.)

Codine Ordinance

135.03 - PURCHASING AGENT AND PROCEDURES.

- (a) Except as otherwise provided in this chapter, the Director of Public Service shall have the exclusive authority to purchase and lease all goods and services not requiring bidding except under the following circumstances:
 - (1) Peace officer services pursuant to Chapter 139, Police Department, which shall be authorized by the Director of Public Service and the Mayor;
 - (2) In an emergency, as declared by the Mayor pursuant to Section 131.01, the Mayor or the Mayor's designee can purchase directly without regard to bidding procedures those items necessary to overcome the emergency. In such cases, the Mayor shall personally authorize such purchases.
 - (3) The purchase of any goods or services on behalf of the City without the written approval of the Director of Public Service or the Director's designee, shall be without authority of the City.
- (b) For audit purposes and as a matter of public record, the following information will be documented and included with the purchase order when sent to the Director of Finance concerning purchases made in excess of \$3,000.00, but not purchased through competitive bidding procedures:
 - (1) Procedures that were used to select the seller of the goods and services, including the names of the competitors contacted;
 - (2) The reasons for selecting the seller;
 - (3) Other information as required depending on the nature of the purchase.
- (c) The Director of Public Service shall adopt rules and regulations for the internal management and operation of the purchasing function. The Director shall prescribe and maintain such forms as reasonably necessary to the operation of the purchase function and the Director may require any department or board seeking the purchase of any goods or services to justify their request and may require that prior to making any purchases, the department or agency requesting the purchase shall first seek Director of Finance approval that there are sufficient funds in that department or agency budget to enable the encumbrance of the appropriate amount of money.
- (d) The Director of Public Service may develop a prohibited bidder list pursuant to Section 135.08.
- (e) The Director of Public Service may negotiate with other units of government, including the Board of Education, in the joint purchasing of goods and services when the best interest of the City would thereby be served.
- (f) The Director of Public Service may monitor contracts to assure that the terms of the agreement are fulfilled and in the event of any violation thereof shall report to the City Attorney the results of the Director of Public Service's investigation for further action.
- (g) When City of Gahanna funds are expended, the Director of Public Service requires that:
 - Competitive bids be obtained where appropriate.
 - Avoid sole-source purchases unless fully justified.
 - Purchase only authorized goods and services.
 - Ensure that all expenditures are made in accordance with City of Gahanna guidelines.

(Ord. 0115-2013. Passed 8-19-13.)

135.04 - PURCHASING REQUIREMENTS.

- (a) All purchases and leases, of equipment, supplies, parts, and services approved by the Director of Public Service, including options for longer than six months, shall be accomplished through competitive bidding except as listed in paragraph 135.05(e), Exceptions to the Competitive Bidding Requirement.
- (b) There are four basic means of making purchases for the City of Gahanna as follows:

- (1) Invitation for bids (IFB).
- (2) Request for proposals (RFP).
- (3) Petty cash.
- (4) Reverse auction.

(c) Invitation for Bid Procedures.

- (1) Upon receipt of any request by a department or agency of the City for goods or services which are required to be bid, the Director of Public Service shall seek Council approval by motion and vote for the Director to advertise for such bids. Upon receipt of approval, the Director shall thereafter prepare appropriate notice for bid request which shall be advertised in full in a newspaper of general circulation within the city for one week. Thereafter, the Director shall advertise a second time either in the full version or in an abbreviated version that directs the public to the full notice on the State of Ohio's public notice website.

- (2) The notice for bid request shall contain the following information:

- A. The quantity of items specified and, in general, the use for which they are intended;
- B. The time and place where the bids will be opened;
- C. Conditions under which the bid will be received;
- D. Terms of the proposed purchase or lease including a notice that the bid selected by the Director of Public Service may be conditioned upon subsequent Council approval;
- E. Bond requirements for both bidding and the performance of the contract;
- F. Such other information as the Director of Public Service deems necessary.

- (3) The Director of Public Service may, to secure the lowest responsive and responsible bid, divide the goods and services requested or needed within the 90 days of the bid request in such manner as the Director deems appropriate, but may not divide the purchase or lease in such a way to avoid the competitive bidding.

- (d) Request for Proposals. As listed under Section 135.05(e), purchases under \$50,000.00 generally fall into the category of the informal method of purchasing. Specifications or descriptions are necessary and request for proposals will normally be submitted in writing. However, under unusual circumstances, proposals may be obtained verbally or over the phone. Also, quotes may be accepted, which are submitted on the quoter's letterhead. Under this informal method of purchasing, the City employee conducting the negotiation will be required to be fully familiar with item(s) or services being procured, the need for the materials or services, and will be further qualified to inspect and accept the finished product. The department or agency involved in purchases under \$50,000.00 must also ascertain from the Director of Finance that sufficient funds are available in the proper category to cover the purchase.

- (e) Petty Cash. Expenditures up to \$20.00 may be reimbursed through the petty cash system as outlined in the City of Gahanna Policy and Procedure Manual.

- (f) Reverse Auction. Purchasing process in which offerors submit proposals in competing to sell services or supplies in an open environment via the Internet:

- (1) Whenever the City determines that the use of the reverse auction is advantageous to the City, the Director of Public Service or designee may purchase goods or services by reverse auction.

- A. The City, in establishing a reverse auction process will:

- 1. Determine the specifications and requirements of the goods or services to be acquired.
- 2. Provide notice to potential sellers concerning the proposed acquisition as noted in Section 135.04.

- B. Prior to conducting a reverse auction, the City may establish a threshold amount which shall be the maximum amount that the City is willing to pay for the goods or service to be acquired.

Purchases from governmental entities. The Director of Public Service may purchase equipment, services, materials or supplies from the State of Ohio, any department, division, agency, political subdivision of the State, or other cooperative purchasing organization of public entities without advertising and bidding, provided Council authorizes the purchase by ordinance. Section 9.48 Joint Purchasing Program of the Ohio Revised Code is hereby incorporated by reference.

- (5) Purchases of used equipment. Council may authorize by ordinance the Director of Public Service to purchase, without competitive bidding, used equipment or supplies at an auction open to the public or at a public sale requesting the submission of written bids.
- (6) Professional and/or personal services. The statutory provisions regarding competitive bidding for City contracts, generally, do not apply to contracts for professional and/or personal services.
- (7) Reverse auction.

(Ord. 0115-2013. Passed 8-19-13.)

135.06 - COUNCIL ACTION.

- (a) Council shall consider within 30 days of the receipt of the recommendation of the Director of Public Service pursuant to Section 135.05, and shall place the matter on the Council agenda. The Director of Finance shall certify to Council prior to the meeting at which the recommendation is scheduled to be considered that the are funds available or in the process of being collected for the payment of the agreement, pursuant to its terms.
- (b) If Council approves the recommendation as the lowest responsive and responsible bidder, it shall pass an ordinance authorizing the Mayor to enter into such an agreement with the selected bidder. Council may authorize either the Mayor or the Director of Public Service to further negotiate certain items of the agreement.
- (c) Upon enactment of the ordinance, the Director of Finance shall approve the encumbrance of sufficient funds to fulfill the obligation of the City. The Director of Finance shall remove any encumbrances when, in the Finance Director's judgment, the City no longer has any obligations with respect to the contract.

(Ord. 0115-2013. Passed 8-19-13.)

135.07 - CONTRACT EXECUTION AND DELEGATION BY MAYOR.

When an ordinance is enacted, the Mayor shall proceed to execute the contract as authorized and shall report to Council any unforeseen delays in negotiation and execution of the contract.

(Ord. 0115-2013. Passed 8-19-13.)

735.05 Contracts, material, and labor.

The director of public service may make any contract, purchase supplies or material, or provide labor for any work under the supervision of the department of public service involving not more than fifty thousand dollars. When an expenditure within the department, other than the compensation of persons employed in the department, exceeds fifty thousand dollars, the expenditure shall first be authorized and directed by ordinance of the city legislative authority. When so authorized and directed, except where the contract is for equipment, services, materials, or supplies to be purchased under division (D) of section 713.23 or section 125.04 or 5513.01 of the Revised Code or available from a qualified nonprofit agency pursuant to sections 4115.31 to 4115.35 of the Revised Code, the director shall make a written contract with the lowest and best bidder after advertisement for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the city or as provided in section 7.16 of the Revised Code.

Amended by 129th General Assembly File No. 141, HB 509, §1, eff. 9/28/2012.

Amended by 129th General Assembly File No. 28, HB 153, §101.01, eff. 9/29/2011.

Effective Date: 09-26-2003 .

129.02 CONTRACT AUTHORITY.

(a) The Mayor and the Directors of Public Service, Public Safety, Law, Human Resources, Economic Development, Finance and Recreation and Parks, may, without authorization by Hilliard City Council, make any contract, purchase supplies or materials, or provide labor for any work under the supervision of their respective departments involving not more than the contract amount provided in Ohio R.C. 735.05. The “not more than” contract amount authorized herein shall automatically, without further amendment to this Code section, equal the contract amount provided in subsequent amendments to Ohio R.C. 735.05.

(b) All contracts in excess of the amount authorized in subsection (a) above shall be approved by City Council before being executed by any official of the City, even if an appropriation for a contract has previously been approved by City Council.

(c) All contracts in excess of the amount permitted in subsection (a) above, shall be subject to the competitive bidding requirements as set forth in the City Charter, Codified Ordinances, and State law, except for the services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor, appraiser or fiscal and management consultants.

(d) The provisions of Ohio R.C. 153.50 through 153.52, inclusive, relating to the separate bid requirements for work and materials enumerated therein, on municipal public improvement projects are waived. Notwithstanding the previous statement, the City is authorized to bid all municipal public improvement projects in accordance with Ohio R.C. 153.50 through 153.52, inclusive, if determined by the City's Director of Public Service, that such method of bidding is in the City's best interest. (Ord. 13-29. Passed 12-16-13.)

Article VI Finance

SECTION 6.01 FISCAL YEAR.

The fiscal, budget, and accounting year of the City government shall be the calendar year.

SECTION 6.02 ANNUAL TAX BUDGET.

The Mayor shall submit to the Council a tax budget for the ensuing fiscal year, for filing with the County Budget Commission in accordance with the procedures established by the County Budget Commission, unless such procedures are otherwise waived. For that purpose, at such date as the Mayor shall determine, the head of each department or agency of the City, shall submit plans to the Mayor for the work to be undertaken by such agency during the next fiscal year, together with estimates of the costs of performing such work. The Department of Finance shall supply to the Mayor estimates of anticipated revenue. From these data the Mayor may revise the estimates and prepare recommendations for the tax budget for the ensuing fiscal year.

SECTION 6.03 HEARING ON TAX BUDGET.

At least two copies of the tax budget estimates as recommended by the Mayor shall be placed on file in the office of the Director of Finance for public inspection. Notice that they are available for that purpose shall be given by publication once in a newspaper of general circulation in the City. Such notice shall also specify the date of the first hearing. The Council shall hold a public hearing on the tax budget at the time and place specified in the notice and may continue such hearing as necessary. When the hearing is concluded, the Council shall consider the tax budget, adopt it, with or without amendments, which adoption may be by resolution, and transmit it to the County Budget Commission on or before the date set by them in the form required by law.

SECTION 6.04 TAX LEVIES.

Upon receipt of the advice of action by the County Budget Commission and the certificate of the County Auditor as to estimated resources, the Council shall, take action as is necessary to enable the County Auditor to place the necessary taxes on the tax duplicate.

SECTION 6.05 MUNICIPAL OPERATING BUDGET.

The Mayor shall prepare and submit to the Council, on or before November 15th of each year, a budget for the following year recommending appropriations from each fund during the ensuing fiscal year.

SECTION 6.06 ANNUAL APPROPRIATION ORDINANCE.

At the meeting of the Council at which the municipal budget is submitted, the Council shall, by resolution, fix the date and place for a public hearing thereon. A notice of this hearing shall be given by publication once in a newspaper of general circulation in the City at least five (5) days before the date fixed. The notice shall also state that the budget is on file for public inspection in the office of the Clerk of Council during the usual office hours. At the time and place advertised, the Council shall hold a public hearing on the budget as submitted and may continue such hearing from day to day as may be necessary. After the hearing the Council shall adopt the budget as submitted, or as amended, as the appropriation ordinance of the City for the ensuing fiscal year. The budget shall not exceed the total estimated resources certified by the County Budget Commission. Such ordinance shall be finally adopted not later than January 31.

SECTION 6.07 EFFECT OF APPROPRIATION ORDINANCE.

Upon passage, the appropriation ordinance shall become effective as of the first day of January and shall constitute an appropriation of the several items therein contained, and approval of the work projects supported thereby without further legislation. The appropriation ordinance shall be reproduced and a copy thereof, certified by the President of Council and Clerk of Council, and shall be filed with the Director of Finance, and certified copies shall be transmitted to each organization unit of the City government, and filed with such county, state, and federal offices as may be required by law or agreement.

SECTION 6.08 AVAILABILITY OF FUNDS.

Appropriations for debt service and other fixed charges shall become available for expenditure upon the filing of the certified copy of the appropriation ordinance with the Director of Finance.

SECTION 6.09 CAPITAL IMPROVEMENT PROGRAM AND BUDGET.

The process for the approval of the Capital Improvement Program and budget shall be developed and passed as Council may establish by ordinance.

SECTION 6.10 TRANSFERS.

The Council, on recommendation of the Mayor, may at any time by resolution, transfer any unencumbered balance of an appropriation from one item or project to another under the jurisdiction of the same organization unit. During the fourth quarter of the fiscal year, the Council may, by resolution, transfer any unencumbered balance of an appropriation from an item under the jurisdiction of one organization unit to one under the jurisdiction of another organization unit supported from the same fund. Transfers shall not be made from appropriations for debt service or other fixed items until all obligations due and payable during the fiscal year have been paid. The Council may at any time amend or revise the appropriation ordinance, provided the ordinance as amended does not authorize the expenditure of more revenue than is estimated will be available.

SECTION 6.11 PURCHASING.

No City official or employee shall have authority to create an obligation against the City by oral agreement. No purchase order or contract shall be valid as an obligation of the City unless it bears a certificate signed by the Director of Finance or an appointee designated by the Mayor with the advice and consent of Council that the estimated amount thereof has been entered as an encumbrance in the City accounts against an allotment based on a valid appropriation.

SECTION 6.12 OVER-EXPENDITURES.

No officer, department, or agency of the City shall, during any fiscal year, expend or contract to expend any money, or incur any liability, or enter into any contract which by its terms involves the expenditure of money on behalf of the City, for any purpose, in excess of the amounts appropriated and allotted for such expenditures and obligations. Any such purported obligation, oral or written, made in violation hereof shall be void. The officer or employee who knowingly attempts or purports to create such an obligation shall be guilty of malfeasance in office and upon conviction thereof shall be removed from his or her post and disqualified from holding further office or employment under the government of the City. However, nothing in this section shall prevent the making of contracts not to be fully performed within the fiscal year, when specifically authorized by the Council.

SECTION 6.13 COMPETITIVE BIDDING.

Purchase of supplies, materials, and equipment and the construction of public improvements for the City shall be made pursuant to specifications through open, competitive bidding, under such rules consistent with this Charter as the Council may establish by ordinance. Formal advertising, bidding, and public opening and tabulation of bids shall be required if the statutory or common law of the State requires it, except in cases of public disaster declared by the Mayor, when purchases may be made in the open market. The acquisition of professional services and the purchase of used equipment may be, but are not required to be obtained, by competitive bidding.

SECTION 6.14 FEES.

All fees received by any officer or employee of the City in connection with his employment with the City shall be accounted for and paid into the City treasury, except as otherwise provided by law.

129.02 CONTRACT AUTHORITY.

(a) The Mayor and the Directors of Public Service, Public Safety, Law, Human Resources, Economic Development, Finance and Recreation and Parks, may, without authorization by Hilliard City Council, make any contract, purchase supplies or materials, or provide labor for any work under the supervision of their respective departments involving not more than the contract amount provided in Ohio R.C. 735.05. The “not more than” contract amount authorized herein shall automatically, without further amendment to this Code section, equal the contract amount provided in subsequent amendments to Ohio R.C. 735.05.

(b) All contracts in excess of the amount authorized in subsection (a) above shall be approved by City Council before being executed by any official of the City, even if an appropriation for a contract has previously been approved by City Council.

(c) All contracts in excess of the amount permitted in subsection (a) above, shall be subject to the competitive bidding requirements as set forth in the City Charter, Codified Ordinances, and State law, except for the services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor, appraiser or fiscal and management consultants.

(d) The provisions of Ohio R.C. 153.50 through 153.52, inclusive, relating to the separate bid requirements for work and materials enumerated therein, on municipal public improvement projects are waived. Notwithstanding the previous statement, the City is authorized to bid all municipal public improvement projects in accordance with Ohio R.C. 153.50 through 153.52, inclusive, if determined by the City’s Director of Public Service, that such method of bidding is in the City’s best interest.
(Ord. 13-29. Passed 12-16-13.)

[Print](#)

Reynoldsburg Code of Ordinances

SECTION 8.04 PURCHASING AND CONTRACTING PROCEDURES.

(a) The Mayor shall award contracts and authorize expenditures without competitive bidding if said contract or expenditure does not exceed the limit set by the State of Ohio as of 6/1/92 to require competitive bidding.

(b) When a proposed contract or expenditure exceeds the State of Ohio limit, as of 6/1/92, for competitive bidding, then the Council shall, by motion, authorize the director of the appropriate department or other appropriate officer or employee of the City to cause plans and specifications to be prepared and advertise for bids once a week for two consecutive weeks in at least one newspaper of general circulation within the City, and the Council shall appropriate funds for that purpose unless they have been previously appropriated and remain unencumbered. Upon such authorization, the appropriate official or employee shall cause such plans and specifications to be prepared and such advertising to be made. The Mayor and the City Auditor, or their designated representatives, shall receive and publicly announce sealed bids in the manner and at the time specified in the specifications. Sealed bids shall be submitted in the manner required by the specifications. The Mayor shall recommend to the Council, at its next regular meeting or a special meeting called for the purpose, the bid or bids he or she believes to be the lowest and best bid. At such meeting or its next regular meeting, the Council shall determine which bid or bids are the lowest and best and shall be an ordinance or resolution, which shall be read only once and which shall not be subject to the requirement for three readings under Section 4.04(a) of this Charter, direct the Mayor to enter into a written contract with the person or persons who submitted the bid or bids determined by the Council to be the lowest and best. Such ordinance or resolution shall appropriate funds for the purpose of the contract unless they have been previously appropriated and remain unencumbered. The Mayor shall execute a written contract on behalf of the City after such ordinance or resolution becomes effective and upon receipt of a certification from the City Auditor that funds for the contract are available, as provided in division (e) of this section. The City Attorney shall approve the contract as to its form. The Council may reject any and all bids by motion, and may direct that the proposed contract or expenditure be re-advertised and that new bids be invited and received.

(Amended 11-3-92.)

(c) The Council, by ordinance or resolution adopted by a vote of at least two-thirds of its members, may authorize, without competitive bidding, contracts and alterations or modifications thereof for the expenditure of money for the acquisition or lease of real property, the discharge of noncontractual obligations of or claims against the City, for joining with the State of Ohio or other political subdivisions or units of government to acquire or construct improvements or facilities or to exercise their powers jointly, or for the purchase of products or services of publicly or privately owned or operated public utilities. The Council, by ordinance or resolutions adopted by a vote of at least two-thirds of its members, may authorize, without competitive bidding, contracts and expenditures for any other purpose where the statutory or common law of Ohio does not require competitive bidding.

(d) When it becomes necessary to make alterations or modifications in connection with any work or improvements covered by contracts in excess of the State of Ohio limit, as of 6/1/92, that are awarded by Council, whether or not bidding is required by division (b) of this section, such alterations or modifications shall be made only upon the order of the Council given by a motion adopted by a majority vote of its members; provided that if such alterations or modifications to such contracts do not authorize or require the expenditure of additional sums of money in the aggregate as to each contract, the Mayor shall authorize such alterations or modifications without further action by the Council. No order for the alteration or modification of any contract shall be effective until the price to be paid for the work or material, or both, under the altered or modified contract, shall have been agreed upon in writing and signed by the contractor.

and the Mayor on behalf of the City. Bidding or further bidding shall not be required because of any alteration or modification of any contract.

(Amended 11-3-92.)

(e) No contract, agreement or other contractual obligation involving the expenditure of money shall be entered into or authorized by the Mayor unless the City Auditor or a duly authorized representative of the Auditor shall first certify:

(1) That the money required for the contract, agreement, obligation or expenditure is in the City's treasury or in the process of collection, and

(2) That the money has been appropriated by Council for the purpose. and remains unencumbered.

The certification as to the availability of funds shall be filed and recorded in the accounting records of the City and a copy furnished the vendor or contractor. Without the certification, contractual obligations shall be void and unenforceable against the City unless authorized by an ordinance or resolution of the Council, as a moral obligation. The City Auditor shall not arbitrarily withhold the certificate required by this division.

(f) The Council or the Mayor shall not divide any order or contract to avoid the requirements of competitive bidding. Expenditures to pay the compensation and fringe benefits of officers and employees of the City shall be exempt from the provisions of this section; except the City Auditor shall not pay such compensation or fringe benefits unless the Council shall have appropriated sufficient money to cover such payments and the money required for payment is in the City's treasury or in the process of collection.

(g) Copies of all written contracts and purchase orders shall be filed with and maintained as public records by the City Auditor.

Powell

ARTICLE IX
CONTACTS, MISCELLANEOUS

9.01 CERTAIN CONTRACTS AND EXPENDITURES PROHIBITED

No officer, department or agency shall, during any fiscal year, expend or contract to expend any funds or incur any liability, or enter into any contract which by its terms involves the expenditure of money on behalf of the City for any purpose in excess of the amounts appropriated for such expenditures or obligations. Any such obligation, oral or written, made in violation hereof shall be void. The officer or employee who knowingly attempts or purports to create such an obligation shall be removed and shall be disqualified from holding further office or employment with the City. However, nothing in this section shall prevent the making of contracts not to be fully performed within the fiscal year, when specifically authorized by the Council.

(Amended 5-7-13)

9.02 FEES

All fees received by an official, officer or employee of the City in connection with such person's employment, or under color of such person's office with the City, shall be accounted for in the manner determined by Council and paid within three (3) working days to the General Fund of the City unless otherwise provided by ordinance or resolution.

(Amended 5-7-13)

9.03 PURCHASING

The Council shall establish a purchasing procedure and assign responsibility therefore to the Director of Finance for all departments of the City. The Director of Finance shall have the duty to contract for, purchase, store and distribute all supplies, printing materials and equipment required by the City within the appropriations made by the Council.

(Amended 5-7-13)

9.04 COMPETITIVE BIDDING

The Council may by ordinance make provision for the making, advertising and awarding of contracts including establishing requirements for receipt of competitive bids, schedules for payments on contracts, security and other provisions for bids and the faithful performance of contracts. (Amended 5-7-13)

9.05 ACCOUNTING STANDARDS

The Council shall establish by ordinance accounting concepts, principles, standards and guidelines for the effective financial management of the City, taking into consideration current recommendations and practices established by the Office of the Auditor of the State of Ohio and by such other local, state or national agencies or organizations as will serve the fiscal need of the City. (Amended 5-7-13)

Attachment: Hood Charter Review Info #2 (1809 : Charter Review 8.04)

Article VIII BUDGETING AND CONTRACTING PROCEDURES

8.01 GENERAL.

The laws of the State of Ohio relating generally to budgets, appropriations, taxation, debts, bonds, assessments, deposit and investment of funds and other fiscal matters of the Municipality shall be applicable except as otherwise provided by this Charter or by Council.

8.02 OPERATING BUDGET.

(a) PREPARATION AND SUBMISSION.

The Manager shall prepare and submit to Council an operating budget and appropriations ordinance in accordance with the annual budget calendar as authorized by Council.

(b) PROVISIONS AND FORM.

The operating budget shall provide a complete financial plan of all Municipal funds and activities for the ensuing fiscal period, and except to the extent required by law or this Charter, shall be in a form acceptable to Council.

(c) COUNCIL ACTION.

Council shall adopt the budget on or before December 15 of every year. To implement the adopted budget, Council shall adopt, prior to the beginning of the ensuing fiscal year, an appropriations ordinance authorizing an appropriation for each program or activity by department or major organizational unit.

8.03 CAPITAL PROGRAM.

(a) PREPARATION AND SUBMISSION.

The Manager shall prepare and submit to Council a five-year capital program in accordance with the annual budget calendar as authorized by Council.

(b) COUNCIL ACTION.

Council shall adopt the capital program in accordance with the annual budget calendar as authorized by Council.

8.04 CONTRACTING PROCEDURES.

(a) AWARD AND EXECUTION OF CONTRACTS.

Consistent with Section 5.04(j) of this Charter and except as otherwise provided in this Section, the Manager shall award and execute all contracts on behalf of the Municipality.

(b) COMPETITIVE BIDDING.

Council, by ordinance, shall establish a threshold amount, notice provisions and other procedures for competitive bidding. When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to exceed the threshold established by Council, the contract shall be competitively bid. Council shall award a contract to the lowest and best bidder, provided that Council may reject any and all bids in whole or by items. No contract shall be divided to avoid the requirements of competitive bidding.

(c) WAIVER OF COMPETITIVE BIDDING.

By an affirmative vote of no less than five members, Council may waive the competitive bidding requirement if the statutory or common law of the State of Ohio does not require competitive bidding; if Council determines that an item is available and can be acquired only from a single source; or if Council determines that a waiver of the competitive bidding requirement is in the best interest of the Municipality.

(d) PROFESSIONAL SERVICES.

Contracts for professional services shall not be subject to the competitive bidding requirements of this Section and shall not require authorization by Council if the current operating budget provides sufficient funding for the scope of services in any such contract.

(e) ALTERATIONS OR MODIFICATIONS OF CONTRACTS.

Council shall establish procedures for alterations or modifications of contracts. Modifications or alterations of contracts shall not require competitive bidding.

(f) CERTIFICATION OF FUNDS.

No contract involving the expenditure of money shall be entered into or authorized by the Manager unless the Director of Finance or designee shall first certify that:

- (1) Funds required for the contract are in the Municipal treasury or in the process of collection; and
- (2) Funds have been appropriated by Council for the specified purpose and remain unencumbered.

The Director of Finance shall file and record the certifications of availability and appropriation of funds in the accounting records of the Municipality and shall furnish a copy to the vendor or contractor. Without the certification, a contractual obligation shall be void and unenforceable against the Municipality unless recognized by Council as a moral obligation.

CHAPTER 107**Acquisition of Services and Materials**

- 107.01 Contracts and purchases; advertising for bids.**
- 107.02 Emergencies; bidding not required.**
- 107.03 Policies of Council; circumstances justifying waiver of bidding.**
- 107.04 Equal opportunities for awarding of contracts.**
- 107.05 Rules and regulations.**
- 107.06 Conformity with state law.**
- 107.07 Expenditures; appropriation, warrant and certificate required; exceptions.**
- 107.08 Obligations and expenditures made under certificates.**
- 107.09 Per unit contracts.**
- 107.10 Attachment of certificates to orders and contracts; effect.**
- 107.11 Moneys deemed in treasury or in process of collection.**
- 107.12 Contracts and leases extending beyond fiscal year.**
- 107.13 Contracts paid from funds of Division of Water and Sanitary Sewage.**
- 107.14 Procedure in event of noncompliance.**
- 107.15 Liability to Village in event of noncompliance.**
- 107.16 Purpose.**
- 107.17 Conflict of laws.**

CROSS REFERENCES

Division of Purchase, Construction and Repair - see ADM. Ch. 109

107.01 CONTRACTS AND PURCHASES; ADVERTISING FOR BIDS.

When an expenditure within the Village, other than the compensation of a person employed therein, exceeds fifty thousand dollars (\$50,000), such expenditure shall be authorized and directed by ordinance of Council. When so authorized and directed, except where the contract is for equipment, services, materials or supplies available from a qualified nonprofit agency pursuant to Ohio R.C. 4115.31 to 4115.35, the Village Manager shall make a written contract with the lowest and the best bidder after advertising for not less than two nor more than four consecutive weeks in a newspaper of general circulation in the Village.

(Ord. 11-13. Passed 10-15-13.)

107.02 EMERGENCIES; BIDDING NOT REQUIRED.

In the case of a real and present emergency arising in connection with any municipally owned utilities or any other department, division, commission, bureau or board of the Village, Council may, by a two-thirds vote of all the members elected thereto, authorize the Village Manager to enter into a contract for work to be done or for the purchase of supplies or materials without formal bidding and advertising.

(Ord. 11-13. Passed 10-15-13.)

107.03 POLICIES OF COUNCIL; CIRCUMSTANCES JUSTIFYING WAIVER OF BIDDING.

In order to implement the requirements of Sections 107.01 and 107.02, Council hereby adopts the following policies:

(a) The concept of advertising for and soliciting bids for services and materials that are necessary to governmental operations is of paramount importance. Competitive bidding, by its very nature, tends to promote two occurrences which are essential to effective, efficient service to taxpayers, namely:

(1) The cost of goods and services is held to reasonable limits because of competition among the various suppliers.

(2) Persons who pay taxes and support governmental services are given an equal opportunity to do business with the government and to share in the expenditure of tax revenues. In some instances, however, competitive bidding can work to the detriment of the governmental agency, and, of course, to the detriment of the taxpayers who support that agency.

(b) From the standpoint of assisting the administration for the purpose of seeking Council action with respect to procuring services and materials, the following general guidelines shall apply:

(1) The department head seeking contracting authority shall present his or her proposal, together with any documentation and information necessary for the review of the general nature and cost of the project, to the appropriate committee or committees of Council.

(2) Included within any proposal, the department head shall set forth a request that the services or materials be purchased either through the standard bidding procedure or that the bidding procedure be waived. If a request is made that the bidding procedure be waived, reasons shall be set forth which shall adequately demonstrate why the waiver is necessary.

(3) An emergency may be declared and bidding procedures may be waived in any of the following circumstances, provided that at least two-thirds of the members of Council conclude that such circumstances exist.

A. If, because time is of a critical consideration, the service or material must be provided before bidding can be effectively accomplished, then an emergency is considered to exist and the bidding procedures may be waived.

B. If an informal survey conducted by the department head discloses that it is unlikely that bids will be received as a result of an invitation for the reason that the service or material is necessary to the operation of the Village, and the service or material cannot be obtained through bidding procedures, the bidding procedures may be waived.

C. If it is determined that there is a single source for the services or materials sought, an emergency may be declared for the reasons that bidding will serve no useful purpose and will waste time and money, and the bidding procedure may be waived.

D. In those circumstances wherein past experience with the peculiar details of a particular project or item of equipment renders one supplier so uniquely capable of providing the desired service or material at a substantially lower price; an emergency may be declared for the reason that bidding will serve no useful purpose in that no other supplier could provide the service or material at a lower price, and the bidding procedure may be waived.

E. If, because of the highly technical or peculiar nature of the service or material to be acquired, the Village does not possess the requisite experience, training or expertise among its staff members to compile specifications sufficient to apprise bidders of the desired services or materials, and if appropriate specifications cannot be obtained elsewhere without the expenditure of funds for such services, an emergency exists and bidding may be waived.

F. If, because of the highly specialized or technical nature of personal services to be provided, the experience, training and expertise of prospective bidders become a critical feature, essential to the success of the project, and such experience, training and expertise cannot be adequately measured through the formal structure of the bidding process, an emergency exists and bidding may be waived.

G. By the provisions of the Ohio Revised Code, the Village Manager may participate in State contracts where the Department of Administrative Services, Office of State Purchasing, has entered into such contracts for the purchase of supplies, services, equipment or certain materials, where to do so would be in the best interests of the Village.

H. The Village Manager may also participate in Ohio Department of Transportation contracts where the Department has entered into such contracts for the purchase of machinery, materials and supplies, and where to do so would be in the best interest of the Village.

(4) In all cases wherein a department head seeks a waiver of bidding, he or she shall provide sufficient information so that Council may make a reasonable finding that the singular circumstance of the particular proposed project constitute an emergency which would permit reasonable minds to conclude that the circumstances of Section 107.02 exist and that formal advertising and bidding should be waived.

(Ord. 11-13. Passed 10-15-13.)

107.04 EQUAL OPPORTUNITIES FOR AWARDING OF CONTRACTS.

(a) In securing services or materials for projects which are not anticipated to exceed fifty thousand dollars (\$50,000), in cost, every effort shall be made to secure the services or materials at the lowest available price.

(b) With respect to each purchase of services or materials so made, procedures shall be established so that each supplier of such services or materials within the local community will be given an opportunity to participate in the awarding of contracts for such services and materials whenever possible. In no event shall any supplier of services or materials be shown a preference or favoritism over other suppliers who are capable of providing the same or equal services or materials at an equal or lower price. However, the requirements of this section shall not be construed to require the award of any contract to a supplier when such an award would be less favorable to the best interests of the Village than if the contract were awarded to another supplier. (Ord. 11-13. Passed 10-15-13.)

107.05 RULES AND REGULATIONS.

The Village Manager is hereby authorized and directed to prepare and maintain rules and regulations which shall describe procedures and other requirements designed to carry into effect the intent and purposes specified in this chapter. Such rules and regulations shall be kept on file in the office of the Village Manager and shall be available for inspection by the public at all reasonable times. All prospective bidders or other persons from whom informal proposals may be solicited shall be advised that such rules and regulations exist and that they may be examined in the office of the Village Manager. Copies of such rules and regulations shall be made available, upon request, for an administrative photocopying fee to be established by the Village Manager. Such rules and regulations may be amended by the Village Manager from time to time as he or she may determine to be appropriate in accordance with experience and practices with respect to the procurement of services and materials.

(Ord. 11-13. Passed 10-15-13.)

107.06 CONFORMITY WITH STATE LAW.

Notwithstanding any other requirement set forth in this chapter, formal bidding procedures may be waived or imposed in any circumstances wherein the Ohio Revised Code would permit or require the waiver or imposition of advertising for bids with respect to any project requiring services or materials.

(Ord. 11-13. Passed 10-15-13.)

107.07 EXPENDITURES; APPROPRIATION, WARRANT AND CERTIFICATE REQUIRED; EXCEPTIONS.

No officer or employee of the Village, or any other person, shall:

- (a) Make any expenditures of money unless it has been appropriated as provided in this chapter and in the Ohio Revised Code;
- (b) Make any expenditure of money except by a proper warrant drawn against an appropriate fund which shall show upon its face the appropriation pursuant to which such expenditure is made and the fund against which the warrant is drawn; or
- (c) Make any contract or give any order involving an expenditure of money unless there is attached thereto a certificate of the Village Finance Director that the amount required to meet the same or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the same in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Every such contract made without such a certificate shall be void, and no warrant shall, be issued in payment of any amount due thereon. If no certificate is furnished as required, then upon receipt by Council of a certificate of the Village Finance Director stating that there was at the time of the making of such contract or order, and at the time of the execution of such certificate, a sufficient sum appropriated for the purpose of such contract and in the Treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance, Council may authorize the issuance of a warrant in payment of amounts due upon such contract, provided that the resolution or ordinance authorizing such warrant is passed within thirty days from the receipt of such certificate, and provided, further, that if the amount involved is less than one hundred dollars (\$100.00), the Finance Director may authorize it to be paid without such affirmation of Council if such expenditure is otherwise valid.

(Ord. 11-13. Passed 10-15-13.)

107.08 OBLIGATIONS AND EXPENDITURES MADE UNDER CERTIFICATES.

Upon certification by the Finance Director that a certain sum of money, not in excess of five thousand dollars (\$5,000), has been lawfully appropriated, authorized or directed for a certain purpose and is in the Treasury or in the process of the collection to the credit of a certain fund free from previous and then outstanding obligations or certifications, then for such purpose and from such fund, over a period not exceeding three months and not extending beyond the end of the fiscal year, expenditures may be made, orders for payment may be issued, and contracts or obligations calling for or requiring the payment of money may be made and assumed, provided that the aggregate sum of money included in and called for by such expenditures, orders, contracts and obligations shall not exceed the sum so certified. An itemized statement of obligations incurred and expenditures made under such certificate shall be rendered to the Finance Director before another such certificate may be issued, and not more than one such certificate shall be outstanding at a time.

(Ord. 11-13. Passed 10-15-13.)

107.09 PER UNIT CONTRACTS.

In any case in which a contract is entered into upon a per unit basis, the head of the department, board or commission for whose benefit the contract is made shall make an estimate of the total amount to become due upon such contract, which estimate shall be certified in writing to the Finance Director. Such a contract may be entered into if the appropriation covers such estimate, or so much thereof as may be due during the current year. In such a case, the certificate of the Finance Director, based upon the estimate, shall be a sufficient compliance with the law requiring a certificate.

(Ord. 11-13. Passed 10-15-13.)

107.10 ATTACHMENT OF CERTIFICATES TO ORDERS AND CONTRACTS; EFFECT.

Any certificate of the Finance Director attached to a contract shall be binding upon the Village as to the facts set forth therein. Upon request of any person receiving an order or entering into a contract with the Village, the certificate of the Finance Director shall be attached to such order or contract. "Contract," as used in this section, excludes current payrolls of regular employees and officers.

(Ord. 11-13. Passed 10-15-13.)

107.11 MONEYS DEEMED IN TREASURY OR IN PROCESS OF COLLECTION.

Taxes and other revenue in the process of collection, or the proceeds to be derived from authorized bonds, notes or certificates of indebtedness sold and in the process of delivery, shall, for the purpose of this chapter, be deemed in the Treasury or in the process of collection and in the appropriate fund. This section does not apply to the investment of sinking funds by the trustees of such funds, nor to investments made under authority of Ohio R. C. 731.56 to 731.59. (Ord. 11-13. Passed 10-15-13.)

107.12 CONTRACTS AND LEASES EXTENDING BEYOND FISCAL YEAR.

When contracts or leases run beyond the termination of the fiscal year in which they are made, the Finance Director shall make a certification for the amount required to meet the obligation of such contract or lease maturing in such fiscal year. The amount of the obligation under such contract or lease remaining unfulfilled at the end of the fiscal year, and which will become payable during the next fiscal year, shall be included in the annual appropriation measure for the next year as a fixed charge.

(Ord. 11-13. Passed 10-15-13.)

107.13 CONTRACTS PAID FROM FUNDS OF DIVISION OF WATER AND SANITARY SEWAGE.

The certificate required by Section 107.07 and Ohio R. C. 5705.41, as to money in the Treasury, shall not be required for contracts on which payments are to be made from the earnings of the publicly owned Division of Water and Sanitary Sewage, but in the case of any such contract made without such certification, no payment shall be made on account thereof, and no claim or demand thereon shall be recoverable, except out of such earnings.

(Ord. 11-13. Passed 10-15-13.)

107.14 PROCEDURE IN EVENT OF NONCOMPLIANCE.

If any officer, or employee of the Village or other person makes any contract, either verbal or written, or gives any order involving the expenditure of Municipal moneys without first following the procedure set forth in Sections 107.07 et seq. , or as may be required by the Ohio Revised Code, either now or hereafter, the following requirements shall apply:

(a) The Finance Director, upon discovering that such contract has been made or that such an order has been given, shall refuse to issue a warrant for the payment of any amount due thereon, and such contract or order shall be deemed to be null and void.

(b) The Finance Director shall then notify the officer, employee or other person who has made such contract or order that no warrant shall be issued for the payment of any amount due thereon. This notice shall be made in writing, shall contain a brief statement of the understood facts constituting the basis of the alleged violation, shall identify by section numbers the provision or provisions of local and State law which have been violated, and shall direct such officer, employee or other person to the applicable provisions of Section 107.07 which provide for the action necessary to obtain certification and authorization for the issuance of a warrant. Copies of such notification shall be sent to the department head over such officer, employee or other person, when applicable, and to the Mayor.

(c) The officer, employee or other person shall then prepare a standard application form requesting to appear before the Finance Committee of Council at its next regular meeting. Such request shall contain the following information:

- (1) The identity and address of the person with whom or which the contract was made or the order placed;
- (2) The amount of funds which would be obligated under the contract or order;
- (3) The need for the goods or services which are the subject of the contract or order;
- (4) A brief statement of the facts or reasons which constitute the basis for the violation of Sections 107.07 et seq;

(5) A brief statement as to whether or not the goods or services may be returned to the prospective vendor in exchange for a release from any further responsibility; and

(6) Any other matter which the officer, employee or other person believes to be germane to the circumstances of the contract or order.

(d) A copy of the request of the officer, employee or other person to appear before the Finance Committee, as set forth above, shall be sent to the Finance Director who shall advise the Committee of the status of any fund out of which an expenditure for such a contract or order would and could be made, including the then current appropriated balance in such fund, as well as the appropriated balance at the time such contract or order was made.

(e) The Committee shall then make a recommendation to Council of what action should be taken with respect to such contract or order. Where appropriate, such a recommendation shall be in the form of a proposed resolution.

(f) The Finance Director shall prepare a written certification of the required availability of funds, both as of the time that the contract or order was made and as of the time of the certification, which shall be forwarded to Council to be considered in conjunction with the recommendation of the Committee.

(Ord. 11-13. Passed 10-15-13.)

107.15 LIABILITY TO VILLAGE IN EVENT OF NONCOMPLIANCE.

Any officer, employee or other person who issues an order contrary to Ohio R. C. 5705.41 or Sections 107.07 et seq. of this chapter, or who expends or authorizes the expenditure of any public funds, or who authorizes or executes any contract contrary to Ohio R. C. 5705.01 through 5705.47, or contrary to Sections 107.07 et seq. of this chapter, unless payments thereon are subsequently ordered as provided in Ohio R. C. 5705.41 and as also provided for in Sections 107.07 et seq. of this chapter, or expends or authorizes the expenditure of any public funds on any such void contract, obligation or order, unless subsequently approved as provided in Ohio R. C. 5705.41 or in Sections 107.07 et seq. of this chapter, or issues a certificate under the provisions thereof which contains any false statement, shall be liable to the Village for the full amount paid from the funds of the Village on any such order, contract or obligation. Such officer, employee or other person shall be jointly and severally liable in person and upon any official bond that he or she has given to the Village, to the extent of any payment of such void claim. The Village Director of Law shall enforce this liability by civil action brought in any court of appropriate jurisdiction in the name of and on behalf of the Village. If the Law Director fails, upon the written request of any taxpayer to institute an action for the enforcement of the liability, the taxpayer may institute suit in his or her own name on behalf of the Village.

(Ord. 11-13. Passed 10-15-13.)

107.16 PURPOSE.

The purpose of Sections 107.07 et seq. is to amplify the requirements of Ohio R. C. 5705.41, 5705.44 and 5705.45.

(Ord. 11-13. Passed 10-15-13.)

107.17 CONFLICT OF LAWS.

(a) If Sections 107.01 through 107.06, or any part thereof, is determined to be inconsistent with or contrary to any State or Federal law or regulation, then such sections or part thereof that is inconsistent or in conflict with such State or Federal law or regulation shall be construed in such a manner as to provide the most advantage to the Village with respect to the expenditure of public funds as is permissible under such law or regulation.

(b) In the event of a conflict between any of the provisions of Sections 107.07 through 107.16 and a provision of Ohio R. C. 5705.41, 5705.44 and/or 5705.45, either now or hereafter, the provision of State law shall prevail.

(Ord. 11-13. Passed 10-15-13.)

ARTICLE VIII: FINANCE, TAXATION AND DEBT

Obetz

8.01 GENERAL.

The laws of Ohio relating to budgets, appropriations, taxation, debts, bonds, assessments and other fiscal matters of Obetz shall be applicable to Obetz, except as modified by or necessarily inconsistent with the provisions of this Charter, or when provision therefor is made in the Constitution of Ohio, regardless of whether the provision is specific or by way of general language or pursuant to court decision interpreting the Charter or the Constitution of Ohio.

8.02 CONTRACTING POWERS AND PROCEDURES.

(A) AWARD AND EXECUTION OF CONTRACTS. Except as otherwise provided in this Section, the Mayor, or if so designated by the Mayor the City Manager, shall award and execute all contracts on behalf of the City.

(B) COMPETITIVE BIDDING. Council, by ordinance, shall establish a threshold amount, notice provisions and other procedures for competitive bidding. When any contract for the construction of a public improvement or the purchase of equipment, supplies, or materials is estimated to exceed the threshold established by Council, the contract shall be competitively bid unless exempted under 8.02(C). Council shall award a contract to the lowest and best bidder, provided that Council may reject any and all bids in whole or by items. No contract shall be divided to avoid the requirements of competitive bidding.

(C) WAIVER OF COMPETITIVE BIDDING. By a vote of no less than five members, Council may waive the competitive bidding requirement; if Council determines that an item is available and can be acquired only from a single source; or if Council determines that a waiver of the competitive bidding requirement is in the best interest of the City.

(D) PROJECT DELIVERY. The Mayor shall select the project delivery method that in the Mayor's sole discretion is in the best interest of Obetz and may include-without limitation-design build, single prime contracts, or any other method of project delivery.

(E) NO INTEREST OR ESCROW. Notwithstanding any provision of general law, contractors and vendors shall not be entitled to receive interest on funds temporarily retained on a contract pending final acceptance of work performed or goods supplied, nor shall the City be required to maintain a separate escrow account from which to pay any contractor or vendor.

(F) PROFESSIONAL SERVICES. Contracts for professional services shall not be subject to the competitive bidding requirements of this Section and shall not require authorization by Council if the current operating budget provides sufficient funding for the scope of services in any such contract.

(G) ALTERATIONS OR MODIFICATIONS OF CONTRACTS. Council shall establish procedures for alterations or modifications of contracts. Modifications or alterations of contracts shall not require competitive bidding.

(H) CERTIFICATION OF FUNDS. No contract involving the expenditure of money shall be entered into or authorized by the City Manager unless the Director of Finance or designee shall first certify that:

- (1) funds required for the contract are in the City's treasury or in the process of collection; and
- (2) funds have been appropriated by Council and remain unencumbered.

(I) The Director of Finance shall file and record the certification of availability and appropriation of funds in the accounting records of the City and shall furnish a copy to the vendor or contractor. Without the certification, a contractual obligation shall be void and unenforceable against the City unless recognized by Council as a moral obligation.

8.03 TAXING AUTHORITY AND BOND ISSUING AUTHORITY.

Obetz shall have all power as a taxing authority and as a bond issuing authority that may now or hereafter lawfully be possessed or exercised by Obetz under the Constitution and laws of Ohio. The Council may levy in any year, in addition to the amount to which Obetz shall be entitled under the constitutional and statutory limitations and in addition to the amount necessary to be levied for the payment of principal of and interest on indebtedness heretofore or hereafter approved by a vote of the electorate, taxes at rates aggregating not more than five mills for each dollar of valuation on all taxable property in Obetz, which taxes shall be outside of the limitation now or hereafter provided by the Constitution and laws of Ohio, and may be levied

for the current expenses of Obetz or for the payment of principal and interest on indebtedness of Obetz now or hereafter outstanding and issued without a vote of the electorate. The procedure for levying of all taxes upon real and personal property shall be in conformity to the general laws.

CHAPTER 157

Contracting and Competitive Bidding

- 157.01 Home Rule authority.**
- 157.02 Definitions.**
- 157.03 Competitive bidding and notice requirements.**
- 157.04 Exceptions and alternatives to competitive bidding.**
- 157.05 Execution and modification of contracts.**
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157.01 HOME RULE AUTHORITY.

As a home rule charter Village, Obetz shall not be obligated to follow Ohio statutory procedures regarding contracting including, but not limited to, O.R.C. §§7.12, 9.31, 9.311, 9.312, 9.313, 9.315, 9.32, 9.33 through 9.335, 153.12-.14, 153.50-.52, 153.54, 153.56, 153.57, 153.571, 153.63, 153.67-.71, 153.80, 735.05-.09, 735.074, and other applicable sections within the O.R.C. and its Chapter 153 and Title 7.
(Ord. 08-13. Passed 1-28-13.)

157.02 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

- (a) **BEST VALUE.** The bid award standard used by the Village to select the contractor that provides the Village with the best combination of price and qualifications.
- (b) **CONTRACTING.** The process of entering into a deliberate verbal or written agreement between the Village and competent parties in accordance with the Ohio Ethics Law for the purchase of goods and/or services.
- (c) **COMPETITIVE BIDDING.** A contracting method by which the Village develops bid specifications, performance criteria, and/or documents, publishes notices and/or advertisements soliciting bids by a stated deadline, accepts or rejects bids, and awards a contract to the bidder providing the best value in the sole discretion of the Village.
- (d) **COMPETITIVE BARGAINING.** A contracting method by which the Village solicits proposals and/or quotes, negotiates the terms, conditions, and other relevant factors, and enters into a contract advantageous and beneficial to the Village.
- (e) **COOPERATIVE PURCHASING PROGRAMS.** A contracting method by which the combined and collective efforts of governmental entities share the advantages and benefits of volume purchasing programs and reduced administrative expenses including, without limitation, the local government purchasing programs sometimes referred to as SWOP4 G, COOPP, a separate program through the Office of State Purchasing (part of the Ohio Department of Administrative Services) pursuant to O.R.C. §150.04, and the program arranged by the Ohio Department of Transportation pursuant to O.R.C. §5513.01; or any other similar program whether operated by a public or private entity.
- (f) **LOWEST AND BEST.** The bid award standard used by the Village to select the contractor that provides the Village with the best combination of price and qualifications weighted as determined by the Administrator for each particular bid.
- (g) **PROFESSIONAL SERVICES.** Services that usually require education, training or expertise to an advanced, specialized or significant degree, including, without limitation, such services as those performed by attorneys, architects, engineers, accountants, physicians, insurance brokers/agents, and/or third party administrators.
- (h) **PRODUCT.** Any material, equipment, supplies, commodities or any similar items purchased by the Village in order to fulfill the operating and/or capital responsibilities of the Village.
- (i) **RECYCLED MATERIAL.** Material the components of which, in whole or in part, would otherwise have been destined for permanent disposal.

(Ord. 08-13. Passed 1-28-13.)

157.03 COMPETITIVE BIDDING AND NOTICE REQUIREMENTS.

Pursuant to Revised Charter Section 8.02(b) and Ordinance 52-11, a threshold amount of \$150,000 is established for competitive bidding.

(a) Current Competitive Bidding Threshold or More. For the award of contracts reasonably anticipated by the Village to involve expenditures equal to or greater than the current competitive bidding threshold, competitive bidding and legislative authorization shall be required, unless an exception or alternative is otherwise provided by Council.

(1) In estimating the anticipated expenditure to determine whether the competitive bidding threshold will be exceeded, the labor portion of the expenditure may be calculated without the use of prevailing wage rates.

(b) Less than the Current Competitive Bidding Threshold. The Mayor or Village Administrator, if so designated, may, without competitive bidding or further legislative authorization, enter into contracts for expenditures of less than the current competitive bidding threshold for which Village funds have been generally appropriated, provided that price quotes are obtained and documented as required by administrative order based upon the amount of the estimated expenditure.

(c) Notice. All bid advertisements or other solicitations for Competitive Bidding shall be placed at least once in any of the following: a newspaper of general circulation within the Village; or, on the Village's website.

(Ord. 08-13. Passed 1-28-13.)

157.04 EXCEPTIONS AND ALTERNATIVES TO COMPETITIVE BIDDING.

Pursuant to Revised Charter Section **8.02(c)**, the following exceptions and alternatives to the requirement for competitive bidding set forth in this chapter are deemed to be in the best interest of the Village.

(a) No or Rejected Bids. If no bids are received after the advertisements or other solicitations required by this chapter, or if all bids are rejected, the Village Administrator shall have the authority to either seek new, competitive bids, or to obtain the goods and/or services for which funds have been appropriated through competitive bargaining without further legislative authorization, whichever is deemed to be in the best interest of the Village.

(b) Used Equipment or Utilities. Regarding contracts for the purchase of used equipment or utilities such as gas, water, electricity, or telephone service for which funds have been appropriated, the Village Administrator shall have the authority to enter into contracts through competitive bargaining without further legislative authorization.

(c) Professional Services. Contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose.

(d) Cooperative Purchasing Programs. As an alternative to both competitive bidding and competitive bargaining, the Village Administrator shall have the authority to obtain goods and/or services for which funds have been appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Village Administrator may agree that the Village will be bound by contract terms and conditions prescribed by that program, including, without limitation, payment of a reasonable fee by the Village to cover the administrative costs incurred by the program officials as a result of purchases by the Village or as a prerequisite to maintaining a membership in the program. The Village Administrator may also agree that the Village will pay the vendor directly for item or services received by the Village. The Village Administrator may also purchase goods and services upon equivalent or better terms; and, equal or better pricing than a Cooperative Purchasing Program without legislative action, competitive bidding, or competitive bargaining.

(e) Reverse Auction. Whenever the Village Administrator determines that the use of the reverse auction is advantageous to the Village, the Village Administrator or his designee may purchase goods or services by reverse auction.

(1) The Village, in establishing a reverse auction process, will:

- A. Determine the specifications and requirements of the goods or services to be acquired;
- B. Identify and provide notice to potential sellers concerning the proposed acquisition;
- C. Establish prequalification requirements to be met by a seller to be eligible to participate in the reverse auction.

(2) Before conducting a reverse auction, the Village Administrator shall establish a threshold amount which shall be the maximum amount that the Village is willing to pay for the goods or services to be

B. By public auction, after advertisement at least once in either a newspaper of general circulation or on the municipal website at least 14 days prior to the auction;

C. By internet auction.

(2) Surplus property having an estimated value less than twenty thousand dollars (\$20,000) shall be sold, traded in or disposed of by the Village Administrator at the highest attainable price as determined by the Village Administrator but without the necessity of sealed bid or public auction. Property not purchased and having no marketable value may be donated or destroyed or otherwise disposed of upon approval by the Village Administrator.

(3) The proceeds for the sale of surplus property shall be deposited in the Village Treasury to the credit of the General Fund.

(4) The Village Administrator shall keep full and accurate records of the sale or trade-in value of such property including:

- A. Estimated Value
- B. Method of Disposal
- C. Proceeds Received (if any)

(5) The Village Administrator shall estimate the value of each piece of equipment or supplies to be sold or traded in under the provisions of this section. The sale, disposal, or trade-in of the individual equipment or supplies having an estimated value in excess of twenty thousand dollars (\$20,000) each shall be authorized by Council before the sale or trade-in as provided in subsection (B)(1) hereof and authorization shall be made by motion entered upon the minutes of Council.

(Ord. 08-13. Passed 1-28-13.)

157.09 MISCELLANEOUS BIDDING PROCEDURES.

The following procedures shall apply to contracts that require competitive bidding.

(a) Procedures Related to Bidding.

(1) Time between Notice and Bid Opening. There shall be no minimum time requirement between the publishing of the notice and the opening of the bids. The Village shall notify prospective bidders of the bid opening date and time in the Notice and shall adjust the same to meet the needs of the Village by issuing Addenda when necessary.

(2) Addenda Do Not Extend Bid Opening. The Village may issue such addenda to the bid documents as it feels necessary and such addenda may be issued up to and including the last business day before the bid opening without any extension of the bid opening date. Addenda issued the same day as the bid opening shall cause the bid opening date to be extended to the date and time set forth in such addenda.

(3) Estimate of Cost. The Village shall disclose the estimated cost of the project or purchase when it determines that doing so is in its best interest.

(4) Time for Award of Contracts. In the Notice required for the bid solicitation, the Village shall establish the time limit for awarding a contract. Submitted bids may not be withdrawn during this period. The Village's failure to award and execute the contract within this period invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent of the Village and the bidder whose bid the Village accepts and with respect to whom the Village subsequently awards and executes a contract. Such an agreed extension shall not entitle the contractor to delay costs.

(5) Withdrawal of Bids. Bidders may withdraw bids pursuant to Section 9.31 of the Ohio Revised Code such a withdrawal shall not modify the Village's right to award to the next lowest and best bidder.

(6) Bids in Excess of Estimate. The Village may award contracts regardless of the value of the bid as compared to the estimated cost.

(7) Notice to Proceed. The contractor is not entitled to a Notice to Proceed with the work by the Village upon execution of the contract and no contractor shall begin work in the absence of a Notice to Proceed. The Village shall either issue the Notice to Proceed at a time that it determines is in its best interest or it shall terminate the contract for its convenience.

(8) Retainage. Retainage shall be withheld from payments to the contractor at the rate set forth in the Village/Contractor agreement. Retainage shall not be held in an escrow account. Retainage shall be released at such times and in such amounts as the Village determines to be equitable.

(9) General Contractor Permitted. The Village may advertise and award a single contract for constructing and managing an entire public improvement project.

(10) Extension of Bid Opening. The Village may issue an addendum or addenda modifying the plans and specifications for the project or the time for the bid opening at any time prior to the bid opening.

(11) Combined Statement of Material and Labor. The Village at its discretion may accept a combined statement of labor and materials from bidders.

(12) Bonus and Liquidated Damages for Time. The Village may offer a bonus for completion of a contract prior to a specified date, or may exact liquidated damages for each day of delay beyond a specified date, or both. The amounts of the bonus and liquidated damages may be different.

(13) No Arbitration. The Village shall not enter into a contract that requires arbitration as a dispute resolution procedure unless the choice to arbitrate solely belongs to the Village.

(14) Return of Bid Guarantees. The Village shall return bid guaranties to bidders to which it does not award a contract in a reasonably timely manner.

(15) Indemnification. Any clause in any contract with the Village that requires the Village to indemnify another party shall be void and unenforceable against the Village.

(Ord. 08-13. Passed 1-28-13.)

Canal Winchester

**ARTICLE VIII
FINANCE, TAXATION AND DEBT**

8.01 General.

The laws of Ohio relating to budgets, appropriations, taxation, debts, bonds, assessments and other fiscal matters of Canal Winchester shall be applicable to Canal Winchester, except as modified by or necessarily inconsistent with the provisions of this Charter, or when provision therefore is made in the Constitution of Ohio, regardless of whether the provision is specific or by way of general language or pursuant to court decision interpreting the Charter or the Constitution of Ohio.

8.02 Contracting Powers and Procedures.

(A) Except as otherwise provided in this Section, the Mayor, or his designee, shall award and execute all contracts on behalf of Canal Winchester.

(B) Council, by ordinance, shall establish a threshold amount, notice provisions and other procedures for competitive bidding. When any contract for the construction of a public improvement or the purchase of equipment, supplies, non-professional services or materials is estimated to exceed the threshold established by Council, the contract shall be competitively bid unless exempted under 8.02(C). Council shall award a contract to the lowest and best bidder, provided that Council may reject any and all bids in whole or by items. No contract shall be divided to avoid the requirements of competitive bidding.

(C) By a vote of no less than five members, Council may waive the competitive bidding requirement if Council determines that an item is available and can be acquired only from a single source or if Council determines that a waiver of the competitive bidding requirement is in the best interest of the City.

(D) The Mayor shall select the project delivery method that in the Mayor's sole discretion is in the best interest of Canal Winchester and may include without limitation design-build, single-prime contracts, or any other method of project delivery.

(E) Notwithstanding any provision of general law, contractors and vendors shall not be entitled to receive interest on funds temporarily retained on a contract pending final acceptance of work performed or goods supplied, nor shall Canal Winchester be required to maintain a separate escrow account from which to pay any contractor or vendor.

(F) Contracts for professional services, including design and engineering contracts, shall not be subject to the competitive bidding requirements of this Section and shall not require authorization by Council if the current operating budget provides sufficient funding for the scope of services in any such contract.

(G) Council shall establish procedures for alterations or modifications of contracts. Modifications or alterations of contracts shall not require competitive bidding.

(H) No contract involving the expenditure of money shall be entered into or authorized by the Mayor unless the Director of Finance or designee shall first certify that:

(1) Funds required for the contract are in the Village's treasury or in the process of collection; and

(2) Funds have been appropriated by Council and remain unencumbered.

(I) The Director of Finance shall file and record the certification of availability and appropriation of funds in the accounting records of the Village and shall furnish a copy to the vendor or contractor. Without the certification, a contractual obligation shall be void and unenforceable against the Village unless recognized by Council as a moral obligation.

Attachment: Hood Charter Review Info #3 (1809 : Charter Review 8.04)

161.01 HOME RULE AUTHORITY.

As a home rule charter city, Canal Winchester shall not be obligated to follow Ohio statutory procedures regarding contracting including, but not limited to, Ohio R.C. §§ 9.312, 9.313, 9.32, 9.33 through 9.332, 153.12-.14, 153.50-.52, 153.54, 153.56, 153.57, 153.571, 153.67-.71, and 735.05-.09 and other applicable sections within Ohio R.C. Chapter 153.

(Ord. 40-11. Passed 6-20-11.)

161.02 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

(a) **CONTRACTING.** The process of entering into a deliberate verbal or written agreement between the Village and competent parties in accordance with Ohio Ethics Law for the purchase of goods and/or services.

(b) **COMPETITIVE BIDDING.** A contracting method by which the City develops bid specifications and/or documents, publishes notices and/or advertisements soliciting bids by a stated deadline, accepts or rejects bids, and awards a contract to the lowest and best bidder.

(c) **COMPETITIVE BARGAINING.** A contracting method by which the City solicits proposals and/or quotes, negotiates the terms, conditions, and other relevant factors, and enters into a contract advantageous and beneficial to the City.

(d) **COOPERATIVE PURCHASING.** A contracting method by which the combined and collective efforts of governmental entities share the advantages and benefits of volume purchasing programs and reduced administrative expenses including, without limitation, the local government purchasing programs sometimes referred to as SWOP4 G, COOPP, a separate program through the Office of State Purchasing (part of the Ohio Department of Administrative Services) pursuant to Ohio R.C. § 125.04, and the program arranged by the Ohio Department of Transportation pursuant to Ohio R.C. § 5513.01.

(e) **PROFESSIONAL SERVICES.** Services that usually require education, training or expertise to an advanced, specialized or significant degree, including, without limitation, such services as those performed by attorneys, architects, engineers, accountants, physicians, insurance brokers/agents, and/or third party administrators.

(f) **PRODUCT.** Any material, equipment, supplies, commodities or any similar items purchased by the City in order to fulfill the operating and/or capital responsibilities for the City.

(g) **RECYCLED MATERIAL.** Material the components of which, in whole or in part, would otherwise have been destined for permanent disposal.

(Ord. 40-11. Passed 6-20-11.)

161.03 COMPETITIVE BIDDING AND NOTICE REQUIREMENTS.

Pursuant to Charter Section 8.02, a threshold amount of \$75,000.00 is established for competitive bidding.

(a) Current Competitive Bidding Threshold or More. As a factor in determining the lowest and best bid, and for the award of contracts reasonably anticipated by the City to involve expenditures equal to or greater than the current competitive bidding threshold, competitive bidding and legislative authorization shall be required, unless an exception or alternative is otherwise provided by Council.

(b) less than the Current Competitive Bidding Threshold. The Mayor may, without competitive bidding or further legislative authorization, enter into contracts for expenditures of less than the current competitive bidding threshold for which City funds have been appropriated, provided that price quotes are obtained and documented as required by administrative order based upon the amount of the estimated expenditure.

(c) Notice. All bid advertisements or other solicitations for bids shall be placed, on a timely basis, with a reasonable period allowed for response, at least once in a newspaper of general circulation within the City.

(Ord. 40-11. Passed 6-20-11.)

161.04 EXCEPTIONS AND ALTERNATIVES TO COMPETITIVE BIDDING.

Pursuant to Charter Section 8.02, the exceptions and alternatives to the requirement for competitive bidding set forth in this chapter are deemed to be in the best interest of the City.

(a) No or Rejected Bids. If no bids are received after the advertisements or other solicitations required by this chapter, or if all bids are rejected, the Mayor shall have the authority to either seek new competitive bids, or to obtain the goods and/or services for which funds have been appropriated through competitive bargaining without further legislative authorization, whichever is deemed to be in the best interest of the City.

(b) Used Equipment or Utilities. Regarding contracts for the purchase of used equipment or utilities such as gas, water, electricity or telephone service for which funds have been appropriated, the Mayor shall have the authority to enter into contracts through competitive bargaining without further legislative authorization.

(c) Professional Services. Pursuant to Charter Section 8.02(F), contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where the operating budget provides sufficient funding.

(d) Cooperative Purchasing Programs. As an alternative to both competitive bidding and competitive bargaining, the Mayor shall have the authority to obtain goods and/or services for which funds have been appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by that program, including, without limitation, payment of a reasonable fee by the City to cover the administrative costs incurred by the program officials as a result of purchases by the City. The Mayor may also agree that the City will pay the vendor directly for items received by the City.

(e) General. Pursuant to 8.02(C) of the Amended Charter, Council, by a vote no less than five (5) members may waive the competitive bidding requirement with respect to a particular contract. (Ord. 40-11. Passed 6-20-11.)

161.05 ALTERATION AND MODIFICATION CONTRACTS.

Pursuant to Charter Section 8.02, modifications or alterations to competitively bid contracts shall not require competitive bidding.

(a) Limited to Appropriations. No contract alteration or modification to a competitively bid contract shall be approved as set forth below, when the amount of the alteration or modification causes the contract sum for the project or purchase to exceed the amount appropriated by Council.

(b) Approval Procedure. An alteration or modification to a competitively bid contract shall be approved only upon the order of the Mayor or designee. No order shall be effective until the sum to be paid under the altered or modified contract is agreed to in writing and signed by the contractor, the Mayor or designee, and the Finance Director or designee.

(Ord. 40-11. Passed 6-20-11.)

161.06 FUNDS RETAINED.

Pursuant to Charter Section 8.02, funds shall be retained on contracts pending final performance of work performed.

(a) Partial payments to the contractor for work performed under either a unit or lump sum price contract shall be made at the rate of ninety per cent of the estimates prepared by the contractor and approved by the architect or engineer. This amount shall be retained by Canal Winchester until final acceptance of the work. All work performed after the job is fifty per cent completed shall be paid for at the rate of one hundred per cent of the estimates submitted by the contractor and approved by the architect or engineer.

(b) Notwithstanding any provision of general law, contractors and vendors shall not be entitled to receive interest on funds temporarily retained on a contract pending final acceptance of work performed or goods supplied, nor shall Canal Winchester be required to maintain a separate escrow account from which to pay any contractor or vendor

(Ord. 40-11. Passed 6-20-11.)

161.07 AUTHORITY OF THE MAYOR.

To implement Council policy and procedures as established within this Chapter, the Mayor or designee shall have the authority to promulgate and amend written administrative rules, regulations, and procedures not inconsistent with this Chapter or the Charter.

(Ord. 40-11. Passed 6-20-11.)

161.08 DISPOSAL AND SALE OF SURPLUS PROPERTY.

(a) Surplus property owned by the City that is determined by the Finance Director, with the approval of the Mayor or designee, to no longer be needed for municipal purposes may be declared surplus and disposed of by any of the following methods:

(1) By sale by sealed bid to the highest and best bidder, following notice at least one time in a newspaper of general circulation in the City and posting on the City website at least ten (10) business days prior to the opening of bids.

(2) By live public auction.

(3) By internet auction. Notice of internet auction will be posted on the City website at least ten (10) business days prior to commencement of bidding.

(4) By sale to another government jurisdiction without the requirement of competitive bidding.

(5) By trade-in for credit at the time of the purchase of replacement property, provided that trade-in value is established separately from the purchase price of the replacement property, and can be verified to represent fair market value for the traded property.

(6) By sale for scrap value, or discarding, if the property can be shown to have minimal or no residual market value in its current form.

(7) By destruction upon the determination by the Mayor or designee that the surplus property must be destroyed for public safety reasons.

(8) By donation to an appropriate charitable organization with the approval of the Mayor or designee.

(b) Disposal of all municipally-owned property that has been declared surplus and to no longer be needed for municipal purposes that has an estimated value of greater than \$5,000.00, or is a motor vehicle, may be disposed of by any of the above methods with the prior approval of City Council.

(c) The Finance Director will estimate the value of the property deemed by the user division to be surplus for purposes of determining the method to be used for the disposal of property. All property determined to be surplus and disposed of shall be fully documented and recorded for purposes of maintaining an accurate inventory of City-owned property.

(Ord. 40-11. Passed 6-20-11.)

Article IX FINANCE, TAXATION AND DEBT

9.01 General.

The laws of Ohio relating to budgets, appropriations, taxation, debts, assessments and other fiscal matters of the Municipality shall be applicable to the Municipality, except as modified by or necessarily inconsistent with the provisions of this Charter, or when provisions therefor is made in the Constitution of Ohio.

9.02 Contracting Powers and Procedures.

(A) Except as otherwise provided in this Charter, the Administrator shall be the contracting officer of the Municipality and shall award and execute all contracts on behalf of the Municipality.

(B) When any expenditure or contract is more than the amount specified by the laws of Ohio for which work may be accomplished only after advertisement and bidding, such contract or expenditure shall first be authorized or directed by an ordinance or resolution passed by the Council and shall be advertised once a week for at least two weeks in a newspaper of general circulation in the Municipality or posted on the Municipality's web site for fourteen (14) consecutive days, provided the Council, by an ordinance or resolution adopted by a majority vote of its members, may authorize, without advertising/posting and competitive bidding, contracts and expenditures for any purpose where the statutory or common law of Ohio does not require competitive bidding.

(C) When it becomes necessary to make alterations or modifications in connection with any work or improvements covered by contract, they shall be made only upon the order of the Administrator. No such order shall be effective until the price to be paid for the work or material, or both, under the altered or modified contract, shall have been agreed upon in writing and signed by the contractor and the Administrator on behalf of the Municipality. Modifications or alterations in contracts shall not require advertising and competitive bidding.

(D) No contract, agreement or other contractual obligation involving the expenditure of money shall be entered into or authorized by the Administrator unless the Director of Finance or his or her duly authorized representative shall first certify:

(1) That the money required for such contract, agreement, obligation or expenditure is in the Municipality's treasury or in the process of collection thereto, and

(2) That the money has been appropriated by Council for the specified purposes, and it remains unencumbered.

Said certification as to the availability of funds and the appropriation of funds shall be filed and recorded in the accounting records of the Municipality and a copy furnished the vendor or contractor. Without the certification, contractual obligations shall be void and unenforceable against the Municipality unless subsequently approved by the Council or recognized by Council as a moral obligation.

(E) The Administrator shall not divide any order or contract to avoid the requirements of competitive bidding. (Amended 11-2-10)

SECTION 8.04 PURCHASING AND CONTRACTING PROCEDURES.

(a) The Mayor shall award contracts and authorize expenditures without competitive bidding if said contract or expenditure does not exceed the limit set by the State of Ohio Council, by ordinance as of 6/1/92 to require competitive bidding.

~~—(b) When a proposed contract or expenditure exceeds the State of Ohio limit, as of 6/1/92, for competitive bidding, then the Council shall, by motion, authorize the director of the appropriate department or other appropriate officer or employee of the City to cause plans and specifications to be prepared and advertise for bids once a week for two consecutive weeks in at least one newspaper of general circulation within the City, and the Council shall appropriate funds for that purpose unless they have been previously appropriated and remain unencumbered. Upon such authorization, the appropriate official or employee shall cause such plans and specifications to be prepared and such advertising to be made. The Mayor and the City Auditor, or their designated representatives, shall receive and publicly announce sealed bids in the manner and at the time specified in the specifications. Sealed bids shall be submitted in the manner required by the specifications. The Mayor shall recommend to the Council, at its next regular meeting or a special meeting called for the purpose, the bid or bids he or she believes to be the lowest and best bid. At such meeting or its next regular meeting, the Council shall determine which bid or bids are the lowest and best and shall be an ordinance or resolution, which shall be read only once and which shall not be subject to the requirement for three readings under Section 4.04(a) of this Charter, direct the Mayor to enter into a written contract with the person or persons who submitted the bid or bids determined by the Council to be the lowest and best. Such ordinance or resolution shall appropriate funds for the purpose of the contract unless they have been previously appropriated and remain unencumbered. The Mayor shall execute a written contract on behalf of the City after such ordinance or resolution becomes effective and upon receipt of a certification from the City Auditor that funds for the contract are available, as provided in division (e) of this section. The City Attorney shall approve the contract as to its form. The Council may reject any and all bids by motion, and may direct that the proposed contract or expenditure be re-advertised and that new bids be invited and received.~~

(Amended 11-3-92.)

(b) The purchase of supplies, materials, equipment and construction of public improvements for the City shall be made pursuant to specifications through open, competitive bidding, under such rules consistent with this Charter as the Council may establish by ordinance. Formal advertising, bidding, and public opening and tabulation of bids shall be required if the statutory or common law of the State requires it. The acquisition of professional services may be, but are not required to be obtained by competitive bidding. The Council, by ordinance or resolutions adopted by a vote of at least two-thirds of its members, may authorize, without competitive bidding, contracts and expenditures for any other purpose where the statutory or common law of Ohio does not require competitive bidding.

~~—(c) The Council, by ordinance or resolution adopted by a vote of at least two-thirds of its members, may authorize, without competitive bidding, contracts and alterations or~~

~~modifications thereof for the expenditure of money for the acquisition or lease of real property, the discharge of noncontractual obligations of or claims against the City, for joining with the State of Ohio or other political subdivisions or units of government to acquire or construct improvements or facilities or to exercise their powers jointly, or for the purchase of products or services of publicly or privately owned or operated public utilities. The Council, by ordinance or resolutions adopted by a vote of at least two-thirds of its members, may authorize, without competitive bidding, contracts and expenditures for any other purpose where the statutory or common law of Ohio does not require competitive bidding.~~

~~—(d) When it becomes necessary to make alterations or modifications in connection with any work or improvements covered by contracts in excess of the State of Ohio limit, as of 6/1/92, that are awarded by Council, whether or not bidding is required by division (b) of this section, such alterations or modifications shall be made only upon the order of the Council given by a motion adopted by a majority vote of its members; provided that if such alterations or modifications to such contracts do not authorize or require the expenditure of additional sums of money in the aggregate as to each contract, the Mayor shall authorize such alterations or modifications without further action by the Council. No order for the alteration or modification of any contract shall be effective until the price to be paid for the work or material, or both, under the altered or modified contract, shall have been agreed upon in writing and signed by the contractor and the Mayor on behalf of the City. Bidding or further bidding shall not be required because of any alteration or modification of any contract.~~

~~(Amended 11-3-92.)~~

(e) (c) No contract, agreement or other contractual obligation involving the expenditure of money shall be entered into or authorized by the Mayor unless the City Auditor or a duly authorized representative of the Auditor shall first certify:

(1) That the money required for the contract, agreement, obligation or expenditure is in the City's treasury or in the process of collection, and

(2) That the money has been appropriated by Council for the purpose, and remains unencumbered.

The certification as to the availability of funds shall be filed and recorded in the accounting records of the City and a copy furnished the vendor or contractor. Without the certification, contractual obligations shall be void and unenforceable against the City unless authorized by an ordinance or resolution of the Council, as a moral obligation. The City Auditor shall not arbitrarily withhold the certificate required by this division.

(f) (d) The Council or the Mayor shall not divide any order or contract to avoid the requirements of competitive bidding. Expenditures to pay the compensation and fringe benefits of officers and employees of the City shall be exempt from the provisions of this section; except the City Auditor shall not pay such compensation or fringe benefits unless the Council shall have appropriated sufficient money to cover such payments and the money required for payment is in the City's treasury or in the process of collection.

(g) (e) Copies of all written contracts and purchase orders shall be filed with and maintained as public records by the City Auditor.

CONFIDENTIAL WORK PRODUCT

DRAFT

Proposed Purchasing Ordinance

An ordinance to establish contracting procedures for the City of Reynoldsburg in accordance with Charter section 8.04, and declaring an emergency.

###.##

- (a) The Mayor, City Auditor, or the City Attorney may, without competitive bidding or further legislative authorization by City Council, make any contract, purchase for supplies, materials, equipment, or provide labor for any work under the supervision of their respective departments involving not more than **the threshold amount** provided for by Council.
- (b) All contracts in excess of the amount authorized in subsection (a) above, shall be approved by City Council before being executed by any official of the City, even if the appropriation for a contract has been previously approved by City Council.
- (c) All contracts in excess of the amount permitted in subsection (a) above, shall be subject to the competitive bidding requirements as set forth in the City Charter, Codified Ordinances, or State law, unless an exception or alternative is otherwise provided for by Council.
 - 1. When a proposed contract or expenditure exceeds the amount authorized by subsection (a) above, then the Council shall, by motion, authorize the appropriate City official to cause plans and specifications to be prepared and advertise for bids once a week for two consecutive weeks in at least one newspaper of general circulation within the City, and the Council shall appropriate funds for that purpose unless they have been previously appropriated and remain unencumbered.
 - 2. The Mayor and City Auditor, or their designated representatives, shall receive and publicly announce sealed bids in the manner required by the specifications. The Mayor shall recommend to the Council, at its next regular Council meeting or a

- special Council meeting called for the purpose, the bid or bids the Mayor believes to be the lowest and best bid. At such meeting or its next regular meeting, the Council shall determine which bid or bids are the lowest and best and shall by ordinance direct the Mayor to enter into written contract with the bidder who is determined to be the lowest and best. Any ordinance directing the Mayor to enter into written contract shall appropriate funds for the purpose of the contract unless funds have been previously appropriated and remain unencumbered.
3. The Mayor shall execute a written contract on behalf of the City after such ordinance becomes effective and upon receipt of a certification from the City Auditor that funds for the contract are available.
 4. The City Attorney shall approve the contract as to its form.
 5. The Council may reject any and all bids by motion. Thereafter, the Council may direct that the proposed contract or expenditure be re-advertised and that new bids be invited and received.
- (d) As an alternative to competitive bidding, contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose. Professional services includes, but are not limited to, services of an accountant, appraiser, architect, attorney at law, physician, professional engineer, construction project manager, surveyor, or fiscal and management consultants.
- (e) As an alternative to competitive bidding, the Mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitation, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.
- (f) As an alternative to competitive bidding, the Mayor may also purchase goods and/or services upon equivalent or better terms and equal or better pricing than a cooperative

purchasing program described in section (e) without further legislative authorization where there are adequate unencumbered appropriations for that purpose.

- (g) As an alternative to competitive bidding, the Mayor shall have the authority to purchase goods and/or services from, or with another political subdivision, the Ohio State Government, or the United States Government. All proposed contracts under section (g), must be approved by a majority of Council.
- (h) As an alternative to competitive bidding, the Council may, by ordinance, provide for the purchase, sale or lease of real property, on such terms as the Council, in the exercise of its discretion may deem necessary and in the best interest of the City.
- (i) In any case in which a contract is entered into upon a per unit basis, the Mayor shall make an estimate of the total amount to become due upon such contract. The estimate shall be certified in writing to the City Auditor. Any proposed contract under this section may be executed without further legislative authorization where there are adequate unencumbered appropriations for that purpose and the total amount due upon such contract does not exceed the amount provided for by Council in section (a).
- (j) In the case of a real and present emergency, the Council may, by a vote of at least two-thirds of its members, suspend any provision of this chapter and direct the Mayor to enter into contract, without competitive bidding, the purchase or expenditures for supplies, materials, equipment, provide labor, or any other purpose the Council in its discretion deems necessary and in the best interest of the City.
- (k) No contract, agreement or other contractual obligation involving the expenditure of money shall be entered into or authorized by the Mayor or Council unless the City Auditor or a duly authorized representative of the Auditor shall first certify that the money required for the contract, agreement, obligation or expenditure is in the City's treasury or in the process of collection and that the money has been appropriated by Council for the purpose and remains unencumbered.
- (l) No contract, agreement or other contractual obligation shall be entered into or authorized by the Mayor or Council unless the City Attorney or a duly authorized representative of the City Attorney shall first approve the contract as to its form. Any clause in any contract or agreement that requires the City to indemnify another party to the contract shall be void and unenforceable against the City.

Charter Review Commission

April Beggerow
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **July 10, 2017**

TO: **Finance Committee**

RE: AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE
ELECTORATE OF THE AMENDMENT OF SECTION 4.14 OF THE
CITY OF REYNOLDSBURG CHARTER AND DECLARING AN
EMERGENCY. (First Reading 6/26/2017).

Emergency/Suspension: Emergency

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

Proposal to replace Charter Section 4.14 with more broad language to allow for adjustments in technology when it comes to publishing.

SECTION 4.14 PUBLICATION.

(a) ~~Each ordinance and resolution shall be published by the Clerk of Council in a newspaper printed and of general circulation within the City in the following manner:~~

~~(1) A summary of the ordinance or resolution, as introduced before the Council, shall be published one time after its first reading but prior to its second reading, provided that ordinances or resolutions which are passed as emergency measures or under suspension of the rule stated in division (a) of Section 4.04 of this Charter in a manner that they do not receive more than one reading need not be published as provided in this division (a)(1). Such summary shall consist of the title and a brief statement of the purpose and effect of the ordinance.~~

~~(2) A summary of the ordinance or resolution, as passed by the~~

Charter Review Commission

April Beggerow

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

~~Council shall be published one time within fourteen days after its passage by the Council. As used in this division, "passage" has the same meaning as provided in division (c) of Section 4.08 above. Such summary shall consist of the title and a brief statement of the purpose and effect of the ordinance.~~

~~——— (b) ——— In the event there is no newspaper printed and of general circulation within the City, the Clerk of Council shall cause a summary of each ordinance and resolution to be published in a newspaper determined by the Council to be of circulation within the City in the manner provided in division (a)(1) of this section.~~

~~——— (c) ——— In the event of failure of publication of a summary of an ordinance or resolution as required by division (a) or (b) of this section the Clerk of Council shall cause a summary of the ordinance or resolution to be published one time within fourteen days after the Clerk of Council receives notification of failure of publication. In the event of an error or omission in the publication of a summary of any ordinance or resolution as required by division (a) or (b) of this section then the Clerk shall make such subsequent publication within fourteen days after the Clerk of Council receives notice of the error or omission as the President of Council shall determine in his or her discretion. The failure to publish or an error or omission in the publication of a summary of any ordinance or resolution as required by divisions (a) or (b) of this section shall not invalidate such ordinance or resolution. It shall be the responsibility of the President of Council to ascertain compliance with divisions (a) and (b) of this section.~~

~~(Amended 11-3-92.)~~

SECTION 4.14 PUBLICATION.

All ordinances and resolutions passed by the Council shall be published. As used in this Section "published" shall mean to post copies thereof, or a summary of such adopted legislation, in the most public place in the Municipality, as determined by the Council for a period of not less than ten days and to take such other actions as provided by Council.

Charter Review Commission

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Failure to publish as required by this Section shall not invalidate any ordinance or resolution and, in such event, the Clerk of Council may authorize the legislation to be published at a later date.

Charter Review Commission

April Beggerow
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **July 10, 2017**

TO: **Charter Review Commission**

RE: AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE
ELECTORATE OF THE AMENDMENT OF SECTION 7.01 OF THE CITY
OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.
(First Reading 6/26/2017).

Emergency/Suspension: Emergency

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

Please see the attached documentation as it pertains to suggested changes to Charter Section 7.01
Planning Commission.

SUGGESTED AMENDMENT TO CITY OF REYNOLDSBURG CHARTER

Deadline for submission: May 5, 2017

Send or deliver to: Charter Review Commission
Office of the Clerk of Council
7232 East Main Street
Reynoldsburg, Ohio 43068

Eric Snowden
(name)
7232 E. Main St.
(address)

PLEASE USE ONE "SUGGESTED AMENDMENT TO CITY OF REYNOLDSBURG CHARTER" FORM FOR EACH SECTION OF THE CITY OF REYNOLDSBURG CHARTER YOU WOULD LIKE TO SEE AMENDED.

SECTION 7.01 TITLE Planning Commission

AMENDMENT TO READ AS FOLLOWS:

See attached.

REASON(S) FOR CHANGE: (use additional sheets if necessary for explanation):

See attached

Commission use only

Rec'd by Commission _____ Approved: Yes _____ No _____ Date _____
Suggested Amendment No. _____ Disapproved: Yes _____ No _____ Date _____

Attachment: 2017-04-26 Planning Commission 7.01 (1811 : Charter Review 7.01)

SECTION 7.01 PLANNING COMMISSION.

(a) There is hereby created a Planning Commission, consisting of ~~five~~seven citizen members who are electors of the City, ~~to be appointed by the Mayor subject to approval by the Council by a majority vote of its members.~~ The ~~director of development~~Director of Development shall be an ex-officio member of the ~~planning commission~~Commission and may take part in discussions, but shall not cast any vote. Commission members whenever possible should have a background in city planning, law, finance, real estate, community development, architecture, civil engineering, or related field. Except for the Director of Development, no person shall serve as a member of the ~~commission~~Commission at the same time he or she is an employee or official of the ~~city~~City. Each citizen member shall serve for a three year term of office. ~~The first vacancy to occur following this adopted Charter change will be filled by the Mayor and appointments thereafter will alternate between Council and the Mayor. No more than two members of the same political party shall be appointed as citizen members.~~

(b) The Planning Commission shall hold at least one regular meeting each month; except the Commission, by its rules or by a majority vote of its members, may designate one month in which regular meetings shall not be held.

(c) The Planning Commission shall have the power to hear applications for zoning district changes, review zoning regulation changes, review plats and subdivision regulations, and to exercise such other powers, duties, and functions as provided for by Council. The Planning Commission shall conduct studies and surveys, and prepare advisory plans, reports and maps relative to the overall planning of the growth of the city planning, land use, zoning, and transportation or other infrastructure of the City. The Commission shall be responsible for the preparation and implementation of the Comprehensive Plan a comprehensive plan, land use plan, transportation plan, or other similar development plans and guidelines for the city City and subsequent plan amendments, for Council approval. The Planning Commission shall assist the Director of Development with policy development impacting short and long range planning issues or other City officials with drafting and review of development policies for the city City. The commission Commission may make such advisory recommendations relative to concerning such matters and to the Zoning or rezoning of the city to the Council as the Commission believes to be in the best interest of the city City. The Chair will designate a Planning Commission member to serve on the Capital Improvement Program Committee. The Commission may exercise any powers, duties, or functions provided to municipal planning commissions by state law that do not otherwise conflict with Council ordinances or resolutions, or this Charter.

~~—(d) The powers, duties and functions of the Planning Commission shall be provided by this Charter and the ordinances and resolutions of the City; but until such ordinances or resolutions shall be passed, it shall possess powers, duties and functions as are provided by the laws of Ohio, to the extent that such laws do not conflict with the provisions of this Charter.~~

CITY OF REYNOLDSBURG *Mayor Brad McCloud*

TO: Members of the Charter Revision Commission

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Section 7.01 of the City Charter

DATE: May 3, 2017

Members of the Commission:

Attached is a draft of my proposed revisions to Section 7.01 of the City Charter. This section creates and provides for the powers of the Planning Commission. As part of my position as Planning & Zoning Administrator, I am charged with providing professional planning and administrative support to the Commission. Based upon my experience working with the Commission, and after an extensive review of similar provisions in the charters and codes of peer cities, I submit to you the following revisions. These revisions clarify the powers and operations of the Commission in a way that will allow it to continue its important work for our citizens.

Subsection (a) of this section creates the Commission, fixes the number of members, the terms of appointments, and provides for other appointment procedures. After review of similar commissions in other cities, and based on my experience providing staff support to the current Commission, I am proposing that number of Commissioners be expanded to 7. An increase in the number of commissioners will eliminate, or at least significantly reduce, situations where the Commission lacks quorum due to member absences. This will allow the Commission to continue its service to the public in an efficient way.

In addition, I am proposing language that will revise the appointment procedures for Commissioners. The current appointment process alternates between the Mayor and City Council, and there are restrictions on the number Commissioners that may be from one political party. In order to have more consistency in the process of interviewing and appointing Commissioners, I am proposing that all Commissioners be appointed by the Mayor and confirmed by City Council. This is a much more common system used in other municipalities, and is consistent with the current appointment process to the Civil Service Commission. I am also proposing to eliminate the political part restriction on Commission appointments. Even in other peer cities that hold partisan elections for City offices, it is extremely rare to place partisan considerations on a municipal planning commission. This provision provides no particular benefit to the operations of the Commission or the community. The proposed revisions will allow both the Mayor and City Council members to have input on every appointment to the Commission, and will allow for the appointment of Commissioners that have a broad appeal to both.

Subsection (c) of this section provides a list of Commission powers. Although the list is generally consistent with powers delegated to similar commissions, I have proposed a variety of minor text revisions that better frame the powers using language

Attachment: 2017-05-03 Snowden Report 7.01 (1811 : Charter Review 7.01)

commonly used in the planning and development field. The proposed language is also consistent with terms as used and defined within the Zoning Code. With the addition of language incorporating the general powers given to municipal planning commissions by Ohio law, subsection (d) of this section is redundant.

I would like to thank the Charter Review Commission for their dedication to this task, and would be happy to answer any additional questions about my proposed amendment. It would be my pleasure to make any additional revisions to this section that the Commission deems required, and I respectfully thank you for your consideration of these amendments.

CC: Dan Havener, Director of Development
Bill Sampson, Director of Public Service

SECTION 7.01 PLANNING COMMISSION.

(a) There is hereby created a Planning Commission, consisting of ~~five~~seven citizen members who are electors of the City, ~~to be appointed by the Mayor subject to approval by the Council by a majority vote of its members.~~ The ~~director of development~~Director of Development shall be an ex-officio member of the ~~planning commission~~Commission and may take part in discussions, but shall not cast any vote. Commission members whenever possible should have a background in city planning, law, finance, real estate, community development, architecture, civil engineering, or related field. Except for the Director of Development, no person shall serve as a member of the ~~commission~~Commission at the same time he or she is an employee or official of the ~~city~~City. Each citizen member shall serve for a three year term of office. ~~The first vacancy to occur following this adopted Charter change will be filled by the Mayor and appointments thereafter will alternate between Council and the Mayor. No more than two members of the same political party shall be appointed as citizen members.~~

(b) The Planning Commission shall hold at least one regular meeting each month; except the Commission, by its rules or by a majority vote of its members, may designate one month in which regular meetings shall not be held.

(c) The Planning Commission shall have the power to hear applications for zoning district changes, review zoning regulation changes, review plats and subdivision regulations, and to exercise such other powers, duties, and functions as provided for by Council. The Planning Commission shall conduct studies and surveys, and prepare advisory plans, reports and maps relative to the overall planning of the growth of the cityplanning, land use, zoning, and transportation or other infrastructure of the City. The Commission shall be responsible for the preparation and implementation of the Comprehensive Plan a comprehensive plan, land use plan, transportation plan, or other similar development plans and guidelines for the cityCity and subsequent plan amendments, for Council approval. The Planning Commission shall assist the Director of Development with policy development impacting short and long range planning issues or other City officials with drafting and review of development policies efor the cityCity. The eommissionCommission may make such advisory recommendations relative toconcerning such matters and to the Zoning or rezoning of the city to the Council as the Commission believes to be in the best interest of the cityCity. The Chair will designate a Planning Commission member to serve on the Capital Improvement Program Committee. The Commission may exercise any powers, duties, or functions provided to municipal planning commissions by state law that do not otherwise conflict with Council ordinances or resolutions, or this Charter.

~~—(d) The powers, duties and functions of the Planning Commission shall be provided by this Charter and the ordinances and resolutions of the City; but until such ordinances or resolutions shall be passed, it shall possess powers, duties and functions as are provided by the laws of Ohio, to the extent that such laws do not conflict with the provisions of this Charter.~~

Charter Review Commission

April Beggerow

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

ORDINANCE REQUEST

DATE: **July 10, 2017**

TO: **Finance Committee**

RE: AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE
ELECTORATE OF THE AMENDMENT OF SECTION 7.02 OF THE CITY
OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.
(First Reading 6/26/2017).

Emergency/Suspension: Emergency

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

Please see the attached documentation as it pertains to suggested changes to Charter Section 7.02
Board of Zoning & Building Appeals.

SUGGESTED AMENDMENT TO CITY OF REYNOLDSBURG CHARTER

Deadline for submission: May 5, 2017

Send or deliver to: Charter Review Commission
Office of the Clerk of Council
7232 East Main Street
Reynoldsburg, Ohio 43068

Eric Snowden
(name) 7232 E. Main St.
(address)

PLEASE USE ONE "SUGGESTED AMENDMENT TO CITY OF REYNOLDSBURG CHARTER" FORM FOR EACH SECTION OF THE CITY OF REYNOLDSBURG CHARTER YOU WOULD LIKE TO SEE AMENDED.

SECTION 7.02 TITLE Board of Zoning + Building Appeals

AMENDMENT TO READ AS FOLLOWS:

See attached.

REASON(S) FOR CHANGE: (use additional sheets if necessary for explanation):

See attached.

Commission use only

Rec'd by Commission _____ Approved: Yes _____ No _____ Date _____
Suggested Amendment No. _____ Disapproved: Yes _____ No _____ Date _____

Attachment: 2017-04-26 BZBA 7.02 (1812 : Charter Review 7.02)

SECTION 7.02 BOARD OF ZONING AND BUILDING APPEALS.

(a) There is hereby created a Board of Zoning and Building Appeals consisting of the Director of Development and ~~five~~seven citizen members who are electors of the ~~city~~City, to be appointed by the Mayor subject to approval by the Council by a majority vote of its members. ~~The director of development~~Director of Development shall be an ex-officio member of the ~~board of zoning and building appeals~~Board and may take part in discussions, but shall not cast any vote. Except for the Director of Development, no person shall serve as a member of the Board at the same time he or she is an employee or official of the ~~city~~City. Each citizen member shall serve for a three year term of office. ~~The first vacancy to occur following this adopted Charter change will be filled by the Mayor and appointments thereafter will alternate between Council and the Mayor. No more than two members of the same political party shall be appointed as citizen members.~~

(b) The Board of Zoning and Building Appeals shall hold at least one regular meeting each month; except the Board, by its rules or by a majority vote of its members, may designate one month in which regular meetings shall not be held.

(c) The Board of Zoning and Building Appeals shall have the power to hear and decide appeals for exceptions to and variances in, the application of resolutions, ordinances, regulations, measures and orders of administrative officials or agencies governing zoning, building, property maintenance, and housing in the City, as may be required to afford justice and avoid unreasonable hardship, subject to such reasonable standards as shall be prescribed by Council by ordinance or resolution. ~~The Board shall have such additional powers, duties and functions, relative to appeals from actions of administrative officers or employees concerning public buildings, streets or other public property or works, as provided by ordinance or resolution.~~ The Board may make advisory recommendations to the Council and the Planning Commission concerning zoningsuch matters as it believes to be in the best interest of the City. The Board shall have such other powers, duties and functions, consistent with this Charter as provided by the City's ordinances and resolutions.

CITY OF REYNOLDSBURG *Mayor Brad McCloud*

TO: Members of the Charter Revision Commission

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Section 7.02 of the City Charter

DATE: May 3, 2017

Members of the Commission:

Attached is a draft of my proposed revisions to Section 7.02 of the City Charter. This section creates and provides for the powers of the Board of Zoning and Building Appeals. As part of my position as Planning & Zoning Administrator, I am charged with providing professional planning and administrative support to the Board. Based upon my experience working with the Board and after an extensive review of similar provisions in the charters and codes of peer cities, I submit to you the following revisions. These revisions clarify the powers and operations of the Board in a way that will allow it to continue its important work for our citizens.

Subsection (a) of this section creates the Board, fixes the number of members, the terms of appointments, and provides for other appointment procedures. After review of similar commissions in other cities, and based on my experience providing staff support to the current Board, I am proposing that number of Board members be expanded to 7. An increase in the number of Board members will eliminate, or at least significantly reduce, situations where the Board lacks quorum due to member absences. This will allow the Board to continue its service to the public in an efficient way.

In addition, I am proposing language that will revise the appointment procedures for Board members. The current appointment process alternates between the Mayor and City Council, and there are restrictions on the number Board members that may be from one political party. In order to have more consistency in the process of interviewing and appointing Board members, I am proposing that all Board members be appointed by the Mayor and confirmed by City Council. This is a much more common system used in other municipalities, and is consistent with the current appointment process to the Civil Service Commission. I am also proposing to eliminate the political part restriction on Board appointments. Even in other peer cities that hold partisan elections for City offices, it is extremely rare to place partisan considerations on a board of zoning and building appeals or adjustment. This provision provides no particular benefit to the operations of the Board or the community. The proposed revisions will allow both the Mayor and City Council members to have input on every appointment to the Board, and will allow for the appointment of Board members that have a broad appeal to both.

Subsection (c) of this section provides a list of Board powers. Although the list is generally consistent with powers delegated to similar bodies, I have proposed to remove a section granting the Board the power the hear appeals regarding public facilities and infrastructure. This is inconsistent with the core duties of the Board, and with the powers normally granted to similar bodies. Public facilities and other infrastructure are managed

by the various City departments in a manner consistent with the Codified Ordinances and state law.

I would like to thank the Charter Review Commission for their dedication to this task, and would be happy to answer any additional questions about my proposed amendment. It would be my pleasure to make any additional revisions to this section that the Commission deems required, and I respectfully thank you for your consideration of these amendments.

CC: Dan Havener, Director of Development
Bill Sampson, Director of Public Service

SECTION 7.02 BOARD OF ZONING AND BUILDING APPEALS.

(a) There is hereby created a Board of Zoning and Building Appeals consisting of the Director of Development and ~~five~~seven citizen members who are electors of the ~~city~~City, to be appointed by the Mayor subject to approval by the Council by a majority vote of its members. The ~~director of development~~Director of Development shall be an ex-officio member of the ~~board of zoning and building appeals~~Board and may take part in discussions, but shall not cast any vote. Except for the Director of Development, no person shall serve as a member of the Board at the same time he or she is an employee or official of the ~~city~~City. Each citizen member shall serve for a three year term of office. ~~The first vacancy to occur following this adopted Charter change will be filled by the Mayor and appointments thereafter will alternate between Council and the Mayor. No more than two members of the same political party shall be appointed as citizen members.~~

(b) The Board of Zoning and Building Appeals shall hold at least one regular meeting each month; except the Board, by its rules or by a majority vote of its members, may designate one month in which regular meetings shall not be held.

(c) The Board of Zoning and Building Appeals shall have the power to hear and decide appeals for exceptions to and variances in, the application of resolutions, ordinances, regulations, measures and orders of administrative officials or agencies governing zoning, building, property maintenance, and housing in the City, as may be required to afford justice and avoid unreasonable hardship, subject to such reasonable standards as shall be prescribed by Council by ordinance or resolution. ~~The Board shall have such additional powers, duties and functions, relative to appeals from actions of administrative officers or employees concerning public buildings, streets or other public property or works, as provided by ordinance or resolution.~~ The Board may make advisory recommendations to the Council and the Planning Commission concerning ~~zoningsuch~~ matters as it believes to be in the best interest of the City. The Board shall have such other powers, duties and functions, consistent with this Charter as provided by the City's ordinances and resolutions.

Charter Review Commission

April Beggerow

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

ORDINANCE REQUEST

DATE: **July 10, 2017**

TO: **Finance Committee**

RE: AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE
ELECTORATE OF THE AMENDMENT OF SECTION 4.11 OF THE CITY
OF REYNOLDSBURG CHARTER AND DECLARING AN EMERGENCY.
(First Reading 6/26/2017).

Emergency/Suspension: Emergency

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

Please see the attached documentation as it pertains to suggested changes to Charter Section 4.11
Zoning Measures.

SUGGESTED AMENDMENT TO CITY OF REYNOLDSBURG CHARTER

Deadline for submission: May 5, 2017

Send or deliver to: Charter Review Commission
Office of the Clerk of Council
7232 East Main Street
Reynoldsburg, Ohio 43068

Eric Snowden
(name)
7232 E. Main St.
(address)

PLEASE USE ONE "SUGGESTED AMENDMENT TO CITY OF REYNOLDSBURG CHARTER" FORM FOR EACH SECTION OF THE CITY OF REYNOLDSBURG CHARTER YOU WOULD LIKE TO SEE AMENDED.

SECTION 4.11 TITLE Zoning Measures

AMENDMENT TO READ AS FOLLOWS:

See attached.

REASON(S) FOR CHANGE: (use additional sheets if necessary for explanation):

See attached

Commission use only

Rec'd by Commission _____ Approved: Yes _____ No _____ Date _____
Suggested Amendment No. _____ Disapproved: Yes _____ No _____ Date _____

Attachment: 2017-04-26 Zoning Measures 4.11 (1813 : Charter Review Zoning Measures 4.11)

SECTION 4.11 ZONING MEASURES.

~~—(a) Ordinances or resolutions establishing, amending, revising, changing or repealing zoning classifications, districts, uses or regulations shall be initiated by a member of Council. Immediately after the first reading of the ordinance or resolution, the presiding officer of Council shall set a date for a public hearing before a joint meeting of Council and the Planning Commission, not earlier than fifteen days after the first reading. A total of five members of any combination, with at least one member from each body required, shall be considered a quorum, to hold the public hearing. The Clerk of Council shall cause a notice of the public hearing to be published one time in a newspaper of general circulation within the City; said publication to be made at least seven days prior to the date of the public hearing. When the amendment, revision, change or repeal involves ten or less parcels of land as listed on the tax duplicate, written notice of the hearing shall be mailed by the Clerk of Council, or a person authorized by the Clerk, by regular U.S. Mail at least seven days before the date of the public hearing, to the owners of the property within, contiguous to and directly across the street from the affected parcel or parcels. Such notices shall be sent to the addresses of owners appearing on the County Auditor's current tax list and to other lists as may be required by Council. Property to be rezoned shall be posted in a conspicuous place or places to provide additional notice to the public. The posting shall include the word "REZONING" in 2 inch red letters and such other details as the time and place of the hearing, sign size, lettering, and installation shall be determined by the Council. Property to be rezoned and to be posted shall be posted twenty days prior to the date of the public hearing on said rezoning. Such posting shall be deemed to be constructive notice to the public. The failure of actual notice shall not invalidate any ordinance or resolution.~~

~~—(b) Immediately after the public hearing referred to in division (a) of this section, a copy of each ordinance or resolution establishing, amending, revising, changing or repealing zoning classifications, districts, uses or regulations shall be referred to the Planning Commission. Within thirty days after receipt of referral, the Planning Commission shall return to the Clerk of Council the written recommendations of a majority of the members of the Commission. The ordinance or resolution shall be given its second reading at the next regular meeting of Council, unless an earlier special meeting is called for that purpose.~~

~~—(c) A concurring vote of at least three-fourths of the membership of Council shall be necessary to pass any zoning ordinance or resolution which differs from the written recommendations of the Planning Commission, but in no event shall an ordinance or resolution be considered as having passed unless it receives at least a majority vote of the members of Council.~~

(a) PUBLIC HEARING NOTICE.

When Council reviews applicant petitions for zoning district changes, the Clerk of Council shall cause a notice of the public hearing to be published one time in a newspaper of general circulation within the City at least seven days prior to the initial public hearing. When the petition for zoning district change involves ten or less parcels of land, the Clerk of Council or designee shall mail written notice of the public hearing to the owners of the property within, contiguous to, and directly across the street from the affected parcel or parcels at least seven days

prior to the initial public hearing. The failure of delivery of the notice shall not invalidate any zoning ordinance. Council may, under the provisions of subsection (b) of this section, provide for this procedure and for additional postings to be completed prior to review by the Planning Commission. Such notices or postings shall be deemed to be constructive notice to the public.

(b) REVIEW PROCEDURES.

Council shall, by ordinance or resolution, establish procedures for review of ordinances establishing, amending, revising, changing or repealing zoning classifications, districts, uses, maps or other regulations. Such procedures shall include review by the Planning Commission.

(c) VOTING REQUIREMENTS.

The following voting requirements shall apply to ordinances amending, revising, changing or repealing provisions of the Planning and Zoning Code or zoning districts:

(1) An affirmative vote of at least three-fourths of the members of Council shall be necessary to pass a zoning ordinance which differs from the written recommendations of the Planning Commission.

(2) In no event shall an ordinance be considered as having passed unless it receives at least a majority vote of the members of Council.



TO: Members of the Charter Revision Commission

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Section 4.11 of the City Charter

DATE: May 3, 2017

Members of the Commission:

Attached is a draft of my proposed revisions to Section 4.11 of the City Charter. This section outlines the procedures for adoption and amendment of zoning ordinances. The section is significantly more detailed than similar provisions in charters of peer cities. The process outline is extremely ridged and creates many practical difficulties for administration of zoning district changes. For these reasons, I am proposing to revise the section to provide a general outline of zoning ordinance procedures, which Council should expand upon by ordinance.

Rezoning are governed by Section 4.11 of the Charter and Chapter 1151 of the Zoning Code. Unlike most cities, Section 4.11 of the Charter outlines an extremely detailed process, including such minor details as the color and size of the signage to be posted at the site. Generally speaking, a city charters should outline any special requirements of zoning legislation, such a noticing or review by the Planning Commission, and additional details should be expounded upon by Council with the zoning or land use regulations. I am proposing to significantly reduce the amount of detail in this section of the Charter. This will not immediately refine the rezoning process, but will allow Council the flexibility to make revisions and improvements to the process by amending Chapter 1151. I will work with Council to address additional difficulties in the process, such as its overall length, and very unusual hearing requirements of the current process.

I would like to thank the Charter Review Commission for their dedication to this task, and would be happy to answer any additional questions about my proposed amendment. It would be my pleasure to make any additional revisions to this section that the Commission deems required, and I respectfully thank you for your consideration of these amendments.

CC: Dan Havener, Director of Development
Bill Sampson, Director of Public Service

SECTION 4.11 ZONING MEASURES.

~~—(a) Ordinances or resolutions establishing, amending, revising, changing or repealing zoning classifications, districts, uses or regulations shall be initiated by a member of Council. Immediately after the first reading of the ordinance or resolution, the presiding officer of Council shall set a date for a public hearing before a joint meeting of Council and the Planning Commission, not earlier than fifteen days after the first reading. A total of five members of any combination, with at least one member from each body required, shall be considered a quorum, to hold the public hearing. The Clerk of Council shall cause a notice of the public hearing to be published one time in a newspaper of general circulation within the City; said publication to be made at least seven days prior to the date of the public hearing. When the amendment, revision, change or repeal involves ten or less parcels of land as listed on the tax duplicate, written notice of the hearing shall be mailed by the Clerk of Council, or a person authorized by the Clerk, by regular U.S. Mail at least seven days before the date of the public hearing, to the owners of the property within, contiguous to and directly across the street from the affected parcel or parcels. Such notices shall be sent to the addresses of owners appearing on the County Auditor's current tax list and to other lists as may be required by Council. Property to be rezoned shall be posted in a conspicuous place or places to provide additional notice to the public. The posting shall include the word "REZONING" in 2 inch red letters and such other details as the time and place of the hearing, sign size, lettering, and installation shall be determined by the Council. Property to be rezoned and to be posted shall be posted twenty days prior to the date of the public hearing on said rezoning. Such posting shall be deemed to be constructive notice to the public. The failure of actual notice shall not invalidate any ordinance or resolution.~~

~~—(b) Immediately after the public hearing referred to in division (a) of this section, a copy of each ordinance or resolution establishing, amending, revising, changing or repealing zoning classifications, districts, uses or regulations shall be referred to the Planning Commission. Within thirty days after receipt of referral, the Planning Commission shall return to the Clerk of Council the written recommendations of a majority of the members of the Commission. The ordinance or resolution shall be given its second reading at the next regular meeting of Council, unless an earlier special meeting is called for that purpose.~~

~~—(c) A concurring vote of at least three-fourths of the membership of Council shall be necessary to pass any zoning ordinance or resolution which differs from the written recommendations of the Planning Commission, but in no event shall an ordinance or resolution be considered as having passed unless it receives at least a majority vote of the members of Council.~~

(a) PUBLIC HEARING NOTICE.

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prior to the initial public hearing. The failure of delivery of the notice shall not invalidate any zoning ordinance. Council may, under the provisions of subsection (b) of this section, provide for this procedure and for additional postings to be completed prior to review by the Planning Commission. Such notices or postings shall be deemed to be constructive notice to the public.

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Council shall, by ordinance or resolution, establish procedures for review of ordinances establishing, amending, revising, changing or repealing zoning classifications, districts, uses, maps or other regulations. Such procedures shall include review by the Planning Commission.

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(2) In no event shall an ordinance be considered as having passed unless it receives at least a majority vote of the members of Council.

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

RESOLUTION REQUEST

DATE: **July 10, 2017**

TO: **Finance Committee**

RE: **RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
(NO COST) LEASE AGREEMENT WITH TAYLOR SQUARE
OWNER, LLC., 250 CIVIC CENTER DR., SUITE 500, COLUMBUS
OH 43215 AND DECLARING IT AN EMERGENCY. (First Reading
6/26/2017).**

Emergency/Suspension: Emergency

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

That this resolution is deemed an emergency for the immediate preservation of the public peace, health or safety with this property is available for immediate use and at no cost to the Police Department.

Resolution authorizing the Mayor to enter into a (no cost) lease agreement with Taylor Square Owner, LLC., 250 Civic Center Dr., Suite 500, Columbus OH 43215 and declaring it an emergency.

I

SHORT TERM LEASE AGREEMENT

This Short Term Lease Agreement ("Lease") is made to be effective as of this ____ day of ____ 2017 (the "Effective Date") by and between Landlord and Tenant upon the terms and conditions hereinafter set forth.

In consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows, effective as of the Effective Date:

SECTION 1. Parties; Notice Addresses.

Landlord: TAYLOR SQUARE OWNER, LLC, a (n) Delaware limited liability company

Landlord's Address for Notice:
TAYLOR SQUARE OWNER, LLC
250 Civic Center Drive, Suite 500
Columbus, Ohio 43215

Landlord's Address for Payments:
c/o Casto
P. O. Box 1450
Columbus, Ohio 43216

Landlord's Phone: (614) 227-3476

Tenant: CITY of REYNOLDSBURG, a (n) OHIO MUNICIPAL CORPORATION

Tenant's Trade Name: REYNOLDSBURG POLICE DEPARTMENT

Tenant's Address for Notice:
City of Reynoldsburg Police Department
7240 E. Main Street
Reynoldsburg, OH 43068

Tenant's Phone: (614)866-6375

Tenant's Tax ID or SSN: _____

SECTION 2. Shopping Center; Premises; Grant.

Shopping Center: The Taylor Square Shopping Center ("Shopping Center"), located in the City of Reynoldsburg, and State of Ohio, as outlined on Exhibit A attached hereto and incorporated herein by this reference.

Premises: Storeroom Number B-12, in the Shopping Center, having an address of 7639 Farmsbury Road, Reynoldsburg, OH ("Premises") as identified on Exhibit A.

Grant: Landlord, in consideration of the Rents and the performance of the covenants and agreements hereinafter set forth to be paid and performed by Tenant, hereby leases to Tenant, for the Term, and Tenant hereby accepts from Landlord, the Premises.

SECTION 3. Permitted Use. Tenant shall use the Premises on a short term basis for the following use: Reynoldsburg Police Substation (the "Permitted Use"). Tenant shall use the Premises solely for the Permitted Use and for no other purpose unless agreed to in writing by Landlord. The conduct of the Permitted Use is subject to all applicable laws, rules, codes and orders; any existing exclusive use rights granted to other occupants of the Shopping Center; and any restrictions and/or encumbrances applicable to the Shopping Center.

SECTION 4. Term. The term of the Lease granted hereby shall commence on June 1, 2017, and, unless earlier terminated pursuant to the terms and conditions of this Lease, shall expire on May 30, 2018 (the "Term"). As used herein, "Term" shall include any extensions granted by Landlord and any periods of holding over in the Premises by Tenant, regardless as to whether such period of holding over is consented to by Landlord.

All of the foregoing to the contrary notwithstanding, the parties agree and acknowledge that this is a short term lease and as such, Landlord shall have the option to terminate this Lease on thirty (30) days' prior written notice to Tenant or, at Landlord's option, Landlord may relocate Tenant to other space within the Shopping Center.

SECTION 5. Minimum Rent; Percentage Rent; Additional Charges; Payment.

Minimum Rent: Tenant shall pay Landlord an amount equal to \$ N/A per N/A of the Term (the "Minimum Rent"). The Minimum Rent shall be paid to Landlord at the Landlord's Address for Payment set forth above in Section 1, on the N/A day of each N/A during the Term.

Percentage Rent: In addition to the Minimum Rent, Tenant shall pay Landlord an amount equal to 0 percent (0 %) of all Tenant's monthly gross sales made from the Premises in excess of \$ 0. Percentage Rent, if any, shall be due and payable on or before the 10th day of the month following the month to which such Percentage Rent payments are attributable.

For the purpose verifying amounts due as Percentage Rent hereunder, Tenant agrees to record and report to Landlord its gross sales made at or from the Premises. Gross sales shall be reported on Monday of each week of the Term and, if provided by Landlord, shall be reported on Landlord's standard form. Landlord shall have the right to audit Tenant's gross sales and records pertaining thereto. Tenant shall pay a late charge of N/A per day for each day Tenant is delinquent in submitting its statement of gross sales to Landlord.

Additional Charges: The following Additional Charges are due and payable on or before the commencement of the Term.

Common area maintenance: \$ 0
 Real estate taxes: \$ 0
 Landlord's insurance: \$ 0
 Utilities: \$ 0

Payment: All fees and payments made to Landlord hereunder shall be payable in immediately available funds.

SECTION 6. Security Deposit. Tenant shall, on or before the commencement of the Term, deliver to Landlord an amount equal to \$ 0 (the "Security Deposit"). Landlord shall retain the Security Deposit as security for the performance of all Tenant's duties and obligations hereunder. The Security Deposit, less any amounts retained by Landlord to pay for any costs, expenses or damages incurred by Landlord in connection with Tenant's failure to abide by the terms of this Lease, shall be refunded to Tenant approximately thirty (30) days following the expiration of the Term, provided Tenant is not in default under any of the terms of this Lease.

SECTION 7. Late Payments and Returned Checks. *Intentionally deleted*

SECTION 8. Tenant's Operations. Tenant acknowledges that Landlord has made no representations, warranties or guarantees regarding the success or failure of Tenant's business or operations or with respect to projected or anticipated gross sales or profits from Tenant's business at the Premises. Tenant further acknowledges that Landlord has made no representations concerning the possibility of the extension or renewal of the Term beyond the Term specified in the first sentence of Section 4 hereof. Tenant acknowledges and agrees that none of its merchandise, equipment, displays or other items will be placed in any area outside the Premises. Tenant agrees to adhere to Landlord's rules, regulations and policies for the Shopping Center, as set forth in Exhibit B, attached hereto and incorporated herein by this reference, and which are subject to change, revision and modification at any time. Tenant agrees to comply with all laws applicable to the Premises. Tenant shall not cause or permit any hazardous materials to be brought upon, stored, kept, used, or discharged on or about the Premises or Shopping Center. The consumption or sale of alcoholic beverages on or from the Premises shall not be permitted. Tenant shall

pay, or reimburse Landlord for all utility charges and services used at the Premises, less any prepaid amount for utilities as set forth in Section 5.

SECTION 9. Signage. All signs placed on the exterior of the Premises or otherwise visible from the common areas of the Shopping Center must comply with all applicable laws, rules and codes; must be professionally prepared; and are subject to Landlord's prior written approval.

SECTION 10. Permits. If there are any licenses, authorizations, permits or approval required by any governmental agency or authority in connection with Tenant's occupancy and use of the Premises, Tenant shall obtain such permits or approvals at Tenant's sole cost and expense.

SECTION 11. Maintenance. Tenant shall maintain, at its sole cost and expense, the Premises and all of Tenant's property and improvements located thereon in good, clean and safe condition and make all necessary replacements and repairs to the Premises. Tenant shall not commence any structural repairs or access or penetrate the roof of the Premises without Landlord's prior written approval which approval may be withheld in Landlord's sole discretion.

SECTION 12. Insurance. The Landlord accepts the certificate of coverage provided from and after the date Tenant first occupies the Premises and continuing throughout the Term, Tenant shall maintain in full force and effect commercial general liability insurance written on form version CG 0001 10 04 or later (including contractual liability coverage) covering the Premises and Tenant's use of the Premises and operations within the Shopping Center, with Landlord named as an additional insured, in companies and in a form reasonably satisfactory to Landlord in which the limits with respect to personal liability and property damage shall be not less than Three Million Dollars (\$3,000,000) per occurrence. Tenant shall also maintain Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned in the following minimum amounts with a limit of not less than Three Million Dollars (\$3,000,000) combined single limit for bodily injury and property damage. Such insurance policies shall be issued by an insurance company licensed to do business in the State where the Premises is located and written with the Tenant and its designees as the named insureds. Tenant shall deliver to Landlord certificates of insurance evidencing such insurance prior to the date Tenant first occupies the Premises.

Such insurance may not be canceled, materially modified or non-renewed, except upon reasonable notice to the Landlord. The minimum limit of the insurance coverage to be maintained by Tenant hereunder shall not limit Tenant's liability under this Lease.

Tenant shall at all times carry such worker's compensation and any other insurance necessary to comply with the laws and regulations of the State in which the Premises is located. Tenant acknowledges that any and all injuries or claimed injuries sustained by Tenant's employees shall be regarded as a worker's compensation matter and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims and liabilities stemming therefrom.

SECTION 13. Indemnity. To the extent permitted by Ohio, unless Landlord is negligent, Tenant shall indemnify, hold harmless, and defend Landlord from and against any and all claims, actions, damages, liability, and expenses, including but not limited to, attorney fees and other costs and professional fees in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use of the Premises or any part thereof, or any other part of the Shopping Center occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, customers, employees, licensees or invitees unless. Landlord waives its rights to subrogation for losses arising from claims covered by Landlord's property insurance. Neither party, under no circumstances shall be entitled to recover any consequential, incidental, exemplary, special and or punitive damages from the other party to this agreement, including, without limitation, loss of income, business or profits.

SECTION 14. Assignment and Subletting. Tenant shall not sell, assign, mortgage, pledge or transfer this Lease or any interest in the Premises created hereby and shall not sublet all or any part of the Premises, nor license concessions or departments therein, without Landlord's prior written approval, which may be withheld at Landlord's sole and absolute discretion.

SECTION 15. Damage. Tenant is liable for all damage to the Shopping Center (including the Premises) caused by the act or omission of Tenant or the breach of this Lease and shall reimburse Landlord for the cost of any repairs to

the Shopping Center (including the Premises) necessitated as the result of, caused by, or arising out any act or omission of Tenant, including, without limitation, as the result of the installation or removal of personal property, fixtures or equipment in or from the Premises. Tenant shall make no alterations to the Premises. No stakes may be driven into the asphalt of the parking area.

SECTION 16. Surrender. Tenant shall, on or before the expiration or earlier termination of the Term: (a) remove all of its merchandise, personal property, fixtures and equipment from the Premises; (b) repair any damage to the Premises caused by Tenant or occurring during the Term such that the Premises is surrendered to Landlord in as good or better condition as when delivered to Tenant on the commencement of the Term, normal wear and tear excepted; (c) deliver all keys, combinations and any security codes to Landlord; and (d) surrender the Premises to Landlord in broom clean condition. Personal property of Tenant not removed within two (2) days of the expiration or earlier termination of the Term shall be deemed abandoned and shall become the property of Landlord, at Landlord's option, without liability to Tenant therefor. This Section 16 shall survive termination of this Lease.

SECTION 17. Exculpation. There shall be no personal liability on the part of any individual who is Landlord, or any shareholder, member, partner, or officer of Landlord, with respect to this Lease. If a court of competent jurisdiction determines a breach of this Lease by Landlord has occurred and awards damages to Tenant in relation thereto, Tenant shall look solely to Landlord's equity in the Shopping Center for the satisfaction of such award.

SECTION 18. Terms of Lease. This Lease contains all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no other agreements, either oral or written, between the parties other than those set forth in this Lease.

SECTION 19. Additional Terms and Conditions:

Venue, Choice of Law. The parties agree that in any action on or relating to the lease, the exclusive jurisdiction and venue are hereby vested in the Franklin County Court of Common Pleas, Franklin County, Columbus, Ohio and all contract terms shall be governed by Ohio Law.

SECTION 20. Severability: If any city provision of the lease is held to be illegal, invalid or otherwise unenforceable, then the same shall not affect other terms or provisions of this lease and such terms or provisions shall be deemed modified to the extent necessary to render such terms or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth therein.

WHEREFOR, Landlord and Tenant have caused this Lease to be signed, in counterparts, upon the Effective Date above written.

LANDLORD:

TAYLOR SQUARE OWNER, LLC
a (n) Delaware limited liability company

By: _____

Print Name: Bruce Engelhardt

Title: Property Manager/Agent for Owner

TENANT:

City of Reynoldsburg,

Mayor: _____

Print Name: _____

Title: _____

Approved as to form

James E. Hood
City Attorney

Attachment: Taylor Square Lease Agreement (1814 : Lease Agreement with Taylor Square)

EXHIBIT A

SITE PLAN

Attachment: Taylor Square Lease Agreement (1814 : Lease Agreement with Taylor Square)

EXHIBIT B**RULES AND REGULATIONS**

Tenant shall comply with the following rules and regulations which have been promulgated by Landlord as of the Effective Date. Landlord reserves the right to amend, alter or revise the rules and regulations from time to time and Tenant shall comply with all such rules and regulations as amended, altered or revised.

1. Tenant shall not construct or erect any exterior sign or awning or flag on or about the Premises or any sign within the Premises which is visible from outside the Premises without first obtaining the written consent of Landlord. All signs shall comply with all governmental requirements. Temporary signs, banners, and inflatable devices are prohibited without prior written authorization from Landlord and any required governmental permits. Neon type signs or lighting may not be displayed in the storefront without Landlord's prior written consent.
2. Tenant shall not place any objects against any glass windows or doors.
3. Tenant shall not place any aerial or satellite dish or radio or television antenna, loudspeakers or any other device on the roof or elsewhere in the Shopping Center outside the Premises without the express written consent of Landlord.
4. No blinds, shades and other similar equipment visible from outside of the Premises shall be installed by Tenant without the prior written approval of Landlord.
5. Tenant shall not use any media, such as loudspeakers, phonographs, radio or television in a manner which can be heard or seen outside of the Premises.
6. Tenant shall not use any space in the Premises for living quarters, whether temporary or permanent, or for any illegal or immoral purpose.
7. Tenant shall not keep inflammables, such as gasoline, kerosene, naphtha and benzene, or hazardous materials, explosives or any other articles of any intrinsically dangerous nature in or on the Premises.
8. Tenant shall store all trash and garbage in the Premises or in dumpsters which shall be placed in locations designated by Landlord and Tenant shall arrange and pay for the regular pickup of the same. Sealed bags shall be used for the disposal of loose trash and debris. Cardboard shall be flattened prior to being deposited in dumpsters.
9. Tenant shall not conduct any distress, auction, fire, bankruptcy, "lost lease," going out of business or similar sales in or about the Premises. If Tenant violates this provision, in addition to all the other remedies provided in this Lease, Tenant shall pay a Fifty Dollar (\$50) per day penalty which if not paid promptly shall be collectible as Rent.
10. All trucks, vans and other vehicles larger than a 3/4 ton pick-up truck shall use the rear entrance to the Shopping Center and park at the rear of the Shopping Center and no such vehicle shall be permitted on the front parking lot. All loading and unloading of goods, equipment and other materials shall be done only at such times, in the areas and through the rear entrances designated for such purpose by Landlord.
11. Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.

12. Tenant shall keep the Premises free and clear from rodents, bugs, vermin and will at its sole cost and expense use exterminating services when necessary or when so requested by Landlord.
13. Tenant shall not place or permit any personal property, obstructions, merchandise or machines of any kind in the common areas except as otherwise specifically permitted in this Lease.
14. If the Premises is used as a restaurant or if food or beverages of any type are ever sold at the Premises: (a) trash and garbage from restaurant activities shall be disposed of in covered receptacles that are stored in a screened area which is maintained in a clean and sanitary condition, (b) odor and moisture from any restaurant shall be adequately exhausted so that odor and moisture do not emanate from the Premises in an objectionable manner, and (c) grease and other waste products from the restaurant shall be disposed of so as to avoid any clogging or interference with Building utility systems and insure that leakage from any restaurant does not emanate from the Premises. Restaurant tenants shall be responsible for the cost of regular maintenance and cleaning of the grease traps and exhaust hoods including related ductwork servicing their Premises.
15. The Premises shall be adequately insulated so that noise and vibration from any activities do not emanate from the Premises.
16. Where they exist, interior Common Area corridors may not be used for the storage of any items whatsoever, including trash, fixtures and equipment, or merchandise. Smoking shall not be permitted in any interior Common Area corridors. Tenant shall enforce this non-smoking policy with its employees and invitees. Any Tenant found to be in violation of this policy will be assessed a One Hundred Fifty Dollar (\$150) fine per violation.
17. All loading and unloading of goods shall be done at such time, in the areas, and through the entrances designated for such purposes by Landlord. Tenant's rear entrance must be utilized for deliveries during business hours, as designated by Landlord. Front door deliveries require prior written authorization by Landlord, and are to occur only during non-business hours. Landlord reserves the right to deny authorization for front door deliveries.
18. Tenant is solely responsible for the upkeep and maintenance of its storefront and rear entrance door(s) unless otherwise indicated in the Lease. Tenant shall have the storefront windows and all doors cleaned on a regular basis. Neither the interior nor the exterior of any window may be coated or otherwise screened without prior written consent of Landlord. Exterior window glass panels may not be replaced with other materials, such as sheet metal, plywood or masonry media.
19. Except as otherwise provided in the Lease, Tenant shall not remodel or otherwise modify the exterior or interior of the Premises without the prior written approval of Landlord. Landlord shall not consider requests for its approval until Tenant has submitted to Landlord complete plans and specifications of the proposed work.
20. Tenant and its employees or agents shall park their vehicles only in the locations designated by Landlord as employee parking areas. Said areas may be changed by Landlord from time to time with written notice to Tenant, to allow for convenient parking by customers. Vehicles parked in fire lanes and loading zones may be ticketed by law enforcement and/or towed by Landlord at visitor's sole expense and liability. Tenant, including its employees or agents, shall not display "for sale" signs on any vehicles under its control while parked in the common area of the Shopping Center.
21. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. Tenant shall maintain the storeroom's HVAC equipment to continuously provide comfortable temperatures in the range of 68 to 76 degrees. Exterior doors are not to be propped open for ventilation purposes.

22. Plumbing facilities will not be used for any purpose other than that for which they are constructed. No foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damages resulting from a violation of this rule shall be borne by Tenant.
23. Tenant shall use and maintain the Premises in accordance of standards of a first-class Shopping Center. Tenant shall not create odors that may be offensive to others, including tenants, their officers, employees, agents, servants, customers or invitees. Nothing shall be done in the Premises which will injure the reputation of the Shopping Center or unreasonably annoy any of the other tenants of the Shopping Center or constitute a nuisance.
24. No handbills or other printed matter may be distributed by Tenant in any common area including the parking lots. Tenant shall cooperate and report activities of this nature by other tenants or third parties to Landlord to prevent same.
25. No pay phones, game machines, video games, pool tables, recreation equipment or the like may be used within the Premises without Landlord's prior written consent.
26. Tenant shall permit no act or practice which may tend to injure the Premises and the appurtenances of the Shopping Center or any other equipment or display located thereon or be a nuisance to other tenants.
27. Tenant shall comply with all further rules and regulations for the use and occupancy of the Shopping Center as Landlord in its reasonable business discretion, from time to time promulgates for the best interests of the Shopping Center. Landlord shall have no liability for violation by any other tenants of the Shopping Center of any rules or regulations nor shall such violation or the waiver thereof excuse Tenant from compliance.
28. Wherever a conflict arises between these rules and regulations and the main body of the Lease, the Lease shall take precedence.

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

DATE: July 10, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE VIPER 911 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY. (First Reading 6/26/2017).**

Emergency/Suspension: Emergency

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

The Reynoldsburg Division of Police requests permission from Council to complete the following actions to complete this project:

- Request appropriation of funding from the 410 CIP fund to the 911 Replacement System/Equipment-Other Equipment Project, project account 410.000.0161.5639, in the total amount of **\$178,919.81**. (Total amount of project cost is \$161,919.81 with \$17,000 (approximately 10%) additional funds for any unforeseen expenditures).
- Request the City enter into an agreement with the City of Columbus and the Mayor sign the Service Agreement with the City of Columbus for 911 services.
- Request to purchase Viper 911 equipment through West Safety Solutions Corp. and waive competitive bidding based on the fact this is the only equipment serviced by the Columbus 911 Consortium. (\$116,563.62)
- Request to purchase all additional 911 equipment through Kirch Group Technology who is on the approved vendor to waive competitive bidding per City Ordinance 44-17. (\$41,306.19)
- Request to purchase interface software from IMC. (\$4050.00)

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

Please see the attached items for details on the project and costs.

Ron Wright

From: Adam Yarosh <ayarosh@kgtechnology.com>
Sent: Friday, June 16, 2017 9:33 AM
To: Ron Wright
Subject: Current Reynoldsburg E911 System

The current E911 system in use at the City of Reynoldsburg Police Department is beginning to experience critical failures. Over the past week the system has begun to experience stability and reliability issues. These issues manifest as inability to obtain and/or display the ALI (automatic location information) data. Various troubleshooting has taken place, but due to the antiquated nature of the system and all of its related components; modems, server, programs, and interfaces; no one root cause has yet to be detected. With system and program reboots the ALI data will appear, but then fails within an unpredictable timeframe. The system was not properly maintained and kept current with updated versions and patches, nor with current hardware and technology. Systems typically exhibit small issues such as this before a complete failure. Seeing these issues occur at the present time is not only inefficient to your day to day operations, and potentially dangerous to employees and public both; but foreshadowing a complete, and unrecoverable failure; in the near future. It is the recommendation of KGT that the E911 system transition be initiated and completed as soon as possible to restore service integrity to the E911 operations.

Adam Yarosh
Senior Engineer
Kirch Group Technology
1335 Dublin Rd. Ste. 214-D
Columbus, OH 43215
www.kgtechnology.com
P: 614-602-4202
F: 614-448-4576



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Attachment: KGT E-Mails (1816 : Purchase of 911 Equipment)

Ron Wright

From: John Stickel <jstickel@kgtechnology.com>
Sent: Tuesday, June 20, 2017 12:26 PM
To: Ron Wright
Subject: 911 options

Categories: Red Category

Lt. Wright,

KGT has seen both options for the new 911 system. The first option we saw was presented by MECC and the second was by Columbus PD. Our recommendation is to go with the Columbus option. We feel the ongoing support for the chosen system must be at a high level. The Columbus PD solution has a very good support model already in place. They are able to guarantee the system to be running with very little expected downtime. They are also able to have a team of people available to perform the install which will help speed up the transition process and assist in a smooth conversion. Should an issue ever come up, the Columbus PD has a group of many different individuals available to assist. The MECC solution uses Keytel for support (an outsourced provider) which cannot guarantee this level of service. Dual connectivity from Reynoldsburg PD to the other site needs to be implemented. The connections for the Columbus option are very simple to implement since the city is already moving to Level 3 for fiber connection to the outside world. For both the short and the long term, the Columbus solution makes more sense.

John Stickel
 Partner
 Kirch Group Technology
 1335 Dublin Rd. Ste. 214-D
 Columbus, OH 43215
www.kgtechnology.com
 P: 614-602-4202
 F: 614-448-4576



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Attachment: KGT E-Mails (1816 : Purchase of 911 Equipment)



1335 Dublin Rd. Ste. 214-D
Columbus, OH 43215
PH: 614-602-4202
FX: 614-448-4576

Project Quote for Reynoldsburg PD
Valid 15 days from 6/13/2017

Quote #: 061714

[illegible]

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.)





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

11.h.c

MEMORANDUM

Date: 19 June 2017

To: Chief J. O'Neill #79

From: LT R. Wright #90

Subject: Request to Purchase Next Generation 911 Equipment and join the Columbus 911 Consortium

In 2015, Franklin County formed a 911 Planning Committee and the 911 Technical Advisory Committee to manage and coordinate the consolidation of PSAPs (Public Safety Answering Points) across Franklin County to comply with Ohio Revised Code Chapter 128.571. The committees' purpose was also to ensure the consolidated PSAPS complied with National Emergency Number Association (NENA) i3 NextGen standards, (which operates on a IP network and allows text to 911, photos, video and other components). When the committee was formed almost all police agencies in Franklin County maintained their own PSAP; hence, Franklin County held 18 operational PSAPs that received government funding. Under Ohio Revised Code 128.571, effective January 1, 2018, Franklin County is authorized to disburse state funding for only 4 PSAPs (based on population) annually from the Wireless 911 Government Assistance Fund (WGAF).

The current situation with our 911 system is as follows:

- We are utilizing antiquated equipment that is in excess of 20 years old and no longer supported by AT&T and Microsoft (the system is still on Windows XP based computers). There are no replacement parts available to purchase in the event of a hardware failure. Recently we have been experiencing software and hardware based failures in the equipment requiring us to transfer the answering of 911 calls for our community to the Franklin County Sheriff's Office. We have reached the life of our current equipment (IT evaluation of our current equipment is attached).
- Franklin County is authorized WGAF funding disbursements for only 4 PSAPS in the entire county effective January 1, 2018: City of Columbus, Gahanna/MECC, Franklin County (who I believe has merged with Columbus), and Dublin/Hilliard with receive the funding per resolution. If we are not part of one of these authorized consortiums, we will lose all state and government funding to maintain a PSAP.
- We are not in compliance with National Emergency Number Association (NENA) i3 NextGen Standards in that we do not have the equipment for wireless 911 and text to 911.

Attachment: Memo for 911 Next Genv2 (1816 : Purchase of 911 Equipment)

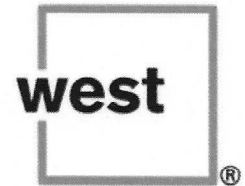
- As we transition to the new Records Management System (TriTech), we need to purchase interface software. Our proposed 'go live' date for the new software is 2 October, meaning the old system on that date will no longer be accessible and we would lose 911 interface until we transitioned to the NextGen911 equipment and software.

Our options to continue 911 services for our community are as follows:

- The City of Reynoldsburg maintains a stand-alone PSAP (Not recommended): This would cost the city in excess of \$500,000 just to purchase the equipment and maintain the system without any state and government funding. We do not have the technical support required to maintain our own equipment.
- Join the MECC/City of Gahanna Consortium (Not recommended): This was the original project direction considered for our City. I received a quote for this project that showed a price of just over \$90,000 for project cost. However, there are many unknowns associated with the MECC/City of Gahanna Consortium. When attempting to receive a quote, our dealings were exclusive to meeting with the MECC Supervisor, Chief Kauser, and not technical support. The MECC/City of Gahanna Consortium utilizes a third party for technical support: Keytel. The committee to govern the MECC/City of Gahanna consortium is not established as of this date. Lastly, the company utilized by this consortium recently discontinued their service agreement for reasons unknown, then re-established the agreement. Given the unknowns associated with this consortium, I do not believe this is a viable course of action for our city at this time.
- Join the Dublin/Hilliard 911 Consortium (Not recommended): This option was not explored due to the geographic location of this facility.
- **Join the City of Columbus 911 Consortium** (Recommended course of action by me, the Support Services Supervisor, and the Kirch Group): Columbus provides a robust technical support package for their 911 customers. They also have a plan in place, through approved legislation (available upon request), for future expansion of their consortium; hence, if Reynoldsburg is approved to join the consortium they will be hiring an additional technical support specialist (they hire an additional specialist for every 3 cities that join their consortium). Each time Columbus negotiated and evaluated our systems, they arrived with a 5 person team of salespersons, supervisor, and technical support. The City of Columbus is well funded and the largest municipality in the county. The City of Worthington is a 911 customer through Columbus, and their staff highly recommends the City of Columbus 911 Consortium based on the customer service and support they receive from the Columbus team. They seem to be the most viable and stable platform to support our 911 needs and interests for our city.

I request the following actions to complete this project:

- Request appropriation of funding from the 410 CIP fund to the 911 Replacement System/Equipment-Other Equipment Project, project account 410.000.0161.5639, in the total amount of **\$178,919.81**. (Total amount of project cost is \$161,919.81 with \$17,000 (approximately 10%) additional funds for any unforeseen expenditures).
- Request the City enter into an agreement with the City of Columbus and the Mayor sign the Service Agreement with the City of Columbus for 911 services.
- Request to purchase Viper 911 equipment through West Safety Solutions Corp. and waive competitive bidding based on the fact this is the only equipment serviced by the Columbus 911 Consortium. (\$116,563.62)
- Request to purchase all additional 911 equipment through Kirch Group Technology who is on the approved vendor to waive competitive bidding per City Ordinance 44-17. (\$41,306.19)
- Request to purchase interface software from IMC. (\$4050.00)

**Remote PSAP Config***for***Reynoldsburg PD, OH**
(Direct Sale)**Quote Number: 17995**

Version: 2

Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

The terms and conditions available at west.com/legal-privacy/terms/call-handling will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by Intrado Inc. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

Sites Summary

Item	Cost
VIPER	\$22,540.00
Power Stations	\$10,423.50
Power 911	\$18,960.00
Power MIS	\$2,208.00
ePrinter	\$1,200.00
TXT29-1-1 Setup Fees	\$1,250.00
IWS Hardware	\$7,855.00
Professional Services	\$41,438.12
Recurring Services	\$7,500.00
Maintenance Services	\$3,189.00
Total:	\$116,563.62

Sites Maintenance Summary - Optional

Item	Cost
<u>Software Subscription</u>	
Software Subscription Year 2	\$3,000.00
Software Subscription Year 3	\$3,000.00
Software Subscription Year 4	\$3,000.00
Software Subscription Year 5	\$3,000.00
<u>Software Protection and Remote Tech Support</u>	
Software Protection Year 2	\$1,260.00
Software Protection Year 3	\$1,260.00
Software Protection Year 4	\$1,260.00
Software Protection Year 5	\$1,260.00
<u>Antivirus Recurring Fees</u>	
Antivirus Year 2	\$189.00
Antivirus Year 3	\$189.00
Antivirus Year 4	\$189.00
Antivirus Year 5	\$189.00

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17995 v2- Reynoldsburg PD, OH

Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Summary - Reynoldsburg PD

Item	Cost
VIPER	\$22,540.00
Power Stations	\$10,423.50
Power 911	\$18,960.00
Power MIS	\$2,208.00
ePrinter	\$1,200.00
TXT29-1-1 Setup Fees	\$1,250.00
IWS Hardware	\$6,187.00
Professional Services	\$32,350.00
Recurring Services	\$7,500.00
Maintenance Services	\$3,189.00
Total:	\$105,807.50

Maintenance Summary - Optional

Item	Cost
<u>Software Subscription</u>	
Software Subscription Year 2	\$3,000.00
Software Subscription Year 3	\$3,000.00
Software Subscription Year 4	\$3,000.00
Software Subscription Year 5	\$3,000.00
<u>Software Protection and Remote Tech Support</u>	
Software Protection Year 2	\$1,260.00
Software Protection Year 3	\$1,260.00
Software Protection Year 4	\$1,260.00
Software Protection Year 5	\$1,260.00
<u>Antivirus Recurring Fees</u>	
Antivirus Year 2	\$189.00
Antivirus Year 3	\$189.00
Antivirus Year 4	\$189.00
Antivirus Year 5	\$189.00

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Configuration Parameters - Reynoldsburg PD**VIPER**

Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	9
Total Number of ISDN-PRI channels (T1)	0
VIPER UPS	Not Included
ECCP	Not Included
PowerOPS	Not Included
VIPER ACD	Not Included

Answering Positions

Total Number of Positions	2
---------------------------	---

Power 911 Intelligent Workstation Features

Add-on for Radio Recorder	Included
AntiVirus	Included - year 1
UPS on Workstation PCs (30 minutes)	Not Included
UPS on Servers	Not Included
IWS Programmable Keypads	Included

Power MIS and ePrinter

Ad-hoc reporting	Not Included
Power MIS	Included
ePrinter	Included

Miscellaneous

Monitors	Not Included
TZT29-1-1	Included

GIS

MapFlex	Not Included
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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1	\$100.00	\$75.00	\$75.00
912800	VIPER Gateway Shelf	1	\$990.00	\$742.50	\$742.50
912807	4 Foot IT Cabinet	1	\$3,300.00	\$3,300.00	\$3,300.00
912811	Application Server License	4	\$995.00	\$746.25	\$2,985.00
912812	PBX Access License	3	\$645.00	\$483.75	\$1,451.25
912813	48V Power Supply and Shelf - VIPER System	2	\$995.00	\$995.00	\$1,990.00
912814	Admin Interface Module (AIM)	3	\$1,400.00	\$1,050.00	\$3,150.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,995.00	\$1,496.25	\$1,496.25
912845	IP Phone w/ALI	1	\$750.00	\$750.00	\$750.00
C10036	Power Cord Cable with A/C twist lock connector	2	\$150.00	\$150.00	\$300.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	\$2,200.00	\$2,200.00	\$4,400.00
912716/S	Cisco Stacking module for C2960-X	2	\$950.00	\$950.00	\$1,900.00
				Subtotal	\$22,540.00
Power Stations					
911710-1	A9C G2 Bundle - Dual Core	2	\$3,500.00	\$2,625.00	\$5,250.00
911753	PWS : HDT (Headset I/F) Module	2	\$530.00	\$397.50	\$795.00
911754	PWS : MTI (Misc Tel I/F) Module	2	\$775.00	\$581.25	\$1,162.50
911755	PWS : TPR (Third-Party Radio I/F) Module	2	\$875.00	\$656.25	\$1,312.50
911501	A9C Desk Mounting Kit	2	\$195.00	\$146.25	\$292.50
911509	A9-1-1 Call Handling Accessories	2	\$530.00	\$397.50	\$795.00
914121/1	IWS Workstation - Software and Configuration	2	\$273.00	\$273.00	\$546.00
914600/3	IWS External Programmable Keypad - 24 Buttons	2	\$135.00	\$135.00	\$270.00
				Subtotal	\$10,423.50

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Power 911

913100	Power 911 Client Access License (CAL)	2	\$9,995.00	\$7,496.25	\$14,992.50
913152	Power 911 Add-On Recorder for Radio (ITRR)	2	\$600.00	\$450.00	\$900.00
913202	Power 911 Server Access License	2	\$1,995.00	\$1,496.25	\$2,992.50
913152/CD	ITRR Media Kit	1	\$100.00	\$75.00	\$75.00
				Subtotal	\$18,960.00

Power MIS

920101	Power MIS Concurrent Client Access License (CCAL)	1	\$403.00	\$302.25	\$302.25
920102	Power MIS Data Access License	3	\$847.00	\$635.25	\$1,905.75
				Subtotal	\$2,208.00

ePrinter

917310	ePrinter Software	1	\$1,600.00	\$1,200.00	\$1,200.00
				Subtotal	\$1,200.00

TXT29-1-1 Setup Fees

ITXTOTF2	TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats)	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$1,250.00

ePrinter Hardware – Installed on Object Server

P10066	ePrinter Server Cable Kit	1	\$16.00	\$16.00	\$16.00
				Subtotal	\$16.00

Object Server Hardware

914962	IWS Server RACK - Type A	1	\$2,673.00	\$2,673.00	\$2,673.00
914121/3	IWS Object Server - Underlying Software	1	\$1,398.00	\$1,398.00	\$1,398.00
				Subtotal	\$4,071.00

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$1,800.00	\$1,800.00	\$1,800.00
				Subtotal	\$1,800.00

Peripheral Hardware

600150	Punch Blocks	1	\$150.00	\$150.00	\$150.00
207-990000-046	Cable Cheat - 25PR, 25', MF	1	\$150.00	\$150.00	\$150.00
				Subtotal	\$300.00

Staging

950852	Front Room Equipment Staging - Per Position	2	\$250.00	\$250.00	\$500.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$1,750.00	\$1,750.00	\$1,750.00
				Subtotal	\$2,250.00

Project Survey

950100	Project Survey (per Site)	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$3,350.00

Installation

950104	Professional Services (per Day)	3	\$1,500.00	\$1,500.00	\$4,500.00
960575	Living Expense per Day per Person	5	\$200.00	\$200.00	\$1,000.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$6,750.00

Pre-Cutover Services

950400	Pre-cut Verification	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$3,350.00

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Post-Cutover Services

950500	Post-Cutover Services	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$3,350.00

Call Taker and Admin Training

960801	Power 911 User Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$3,350.00

CCS Training

P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$3,350.00

Project Management Services

950510	Project Management Services	1	\$0.00	\$6,600.00	\$6,600.00
				Subtotal	\$6,600.00

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

TXT29-1-1 Recurring Services

ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Year 1	1	\$1,500.00	\$1,500.00	\$1,500.00
ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Year 2	1	\$1,500.00	\$1,500.00	\$1,500.00
ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Year 3	1	\$1,500.00	\$1,500.00	\$1,500.00
ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Year 4	1	\$1,500.00	\$1,500.00	\$1,500.00
ITXTARF1	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (1-4 Seats) Year 5	1	\$1,500.00	\$1,500.00	\$1,500.00
				Subtotal	\$7,500.00
Software Subscription					
950999/SUB1	Software Subscription Service - 1 Year/Position Year 1	2	\$1,500.00	\$1,500.00	\$3,000.00
				Subtotal	\$3,000.00
Antivirus Recurring Fees					
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	3	\$63.00	\$63.00	\$189.00
				Subtotal	\$189.00
				Total	\$105,807.50

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Optional Maintenance Services

Model#	Description	Qty	List Price	Selling Price	Total Price
Software Subscription					
950999/SUB1	Software Subscription Year 2 Software Subscription Service - 1 Year/Position	2	\$1,500.00	\$1,500.00	\$3,000.00
Subtotal					\$3,000.00
950999/SUB1	Software Subscription Year 3 Software Subscription Service - 1 Year/Position	2	\$1,500.00	\$1,500.00	\$3,000.00
Subtotal					\$3,000.00
950999/SUB1	Software Subscription Year 4 Software Subscription Service - 1 Year/Position	2	\$1,500.00	\$1,500.00	\$3,000.00
Subtotal					\$3,000.00
950999/SUB1	Software Subscription Year 5 Software Subscription Service - 1 Year/Position	2	\$1,500.00	\$1,500.00	\$3,000.00
Subtotal					\$3,000.00
Software Protection and Remote Tech Support					
950999/PRO1	Software Protection Year 2 Software Protection and Remote Technical Support - 1 Year/Position	2	\$600.00	\$600.00	\$1,200.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	1	\$60.00	\$60.00	\$60.00
Subtotal					\$1,260.00
950999/PRO1	Software Protection Year 3 Software Protection and Remote Technical Support - 1 Year/Position	2	\$600.00	\$600.00	\$1,200.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	1	\$60.00	\$60.00	\$60.00
Subtotal					\$1,260.00
950999/PRO1	Software Protection Year 4 Software Protection and Remote Technical Support - 1	2	\$600.00	\$600.00	\$1,200.00

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

950999/PRO1-BU	Year/Position Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	1	\$60.00	\$60.00	\$60.00
				Subtotal	\$1,260.00
950999/PRO1	Software Protection Year 5 Software Protection and Remote Technical Support - 1 Year/Position	2	\$600.00	\$600.00	\$1,200.00
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos	1	\$60.00	\$60.00	\$60.00
				Subtotal	\$1,260.00
Antivirus Recurring Fees					
914143	Antivirus Year 2 Symantec EndPoint Protection Manager (EPM) - 1 year	3	\$63.00	\$63.00	\$189.00
				Subtotal	\$189.00
914143	Antivirus Year 3 Symantec EndPoint Protection Manager (EPM) - 1 year	3	\$63.00	\$63.00	\$189.00
				Subtotal	\$189.00
914143	Antivirus Year 4 Symantec EndPoint Protection Manager (EPM) - 1 year	3	\$63.00	\$63.00	\$189.00
				Subtotal	\$189.00
914143	Antivirus Year 5 Symantec EndPoint Protection Manager (EPM) - 1 year	3	\$63.00	\$63.00	\$189.00
				Subtotal	\$189.00

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Summary - Columbus Node B

Item	Cost
IWS Hardware	\$1,668.00
Professional Services	\$9,088.12
Total:	\$10,756.12

Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

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Configuration Parameters - Columbus Node B

Model#	Description	Qty	List Price	Selling Price	Total
Object Server Hardware					
914102/BB	IWS Workstation Prebuilt Building Block	1	\$1,668.00	\$1,668.00	\$1,668.00
				Subtotal	\$1,668.00
Agent Roaming					
950104	Professional Services (per Day)	2	\$1,500.00	\$1,500.00	\$3,000.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$4,850.00
CCS Training					
P10087	CCS Training	1	\$1,500.00	\$1,500.00	\$1,500.00
960575	Living Expense per Day per Person	3	\$200.00	\$200.00	\$600.00
960580	Travel Fee per Person	1	\$1,250.00	\$1,250.00	\$1,250.00
				Subtotal	\$3,350.00
Project Management Services					
950510	Project Management Services	1	\$0.00	\$888.12	\$888.12
				Subtotal	\$888.12
				Total	\$10,756.12

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

Notes

- 1 New Remote VIPER 2 Position System with 9 Admin trunks, Power 911, Power MIS and ePrinter. Assumed all applicable software and applications are provisioned at the Host and servers are sized adequately to handle this additional site.

Customer to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:

Two (2) modems to ALI Database
One (1) ACDR Printer (serial printer i.e. Microline 320)
One (1) Network Laser Printer
Amphenol cables and punch blocks
One (1) Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:

Each IWS computer required sufficient CAT5 Network Cabling (2 per position, minimum) not normally supplied by West Safety Solutions, Corp, to reach the Network Switches (The switches are installed in the VIPER cabinet).

The Standard Operating Procedure & Premise Information Modules require customer input of data.

- 2 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all West Safety Solutions Corp applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
-

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- Security against intrusion and virus attack
- Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
- DNS Caching and forwarding from satellite sites to all VIPER Application Servers
- Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
- Multicast traffic must not pass between separate discrete VIPER systems
- A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.

3 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, West Safety Solutions Corp will not be responsible for the support or provisioning of the 3rd party recorder.

- 4 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, West will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

- 5 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.

6 **Comprehensive Project Management**

This is a service offered to partners that do not have a Project Manager assigned to the project, where West Safety Solutions, Corp's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)

on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- West Safety Solutions Corp. resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

- 7 **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

West Safety Solutions, Corp. will provide periodic software release bulletins to customers which announce and explain new feature releases for West Safety Solutions Corp. software. Customers may then request the new release or version from West Safety Solutions Corp. based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp. deploy a new release, West Safety Solutions Corp. will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions Corp.'s then current prices for such services.

- 8 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of West Safety Solutions Corp. CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. West Safety Solutions Corp. will publish periodic software release bulletins to customers which announce important product updates for West Safety Solutions Corp. software. Customers may then request the new update from West Safety Solutions Corp. based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp. deploy a new release, West Safety Solutions Corp. will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions Corp.'s then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status

on their issues.

- 9 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

- 10 West Safety Solutions, Corp's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by West Safety Solutions, Corp.

PSAP billing will begin upon completion of deployment and text readiness delivery from West to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Terms

VENDOR NAME West Safety Solutions Corp
1601 Dry Creek Drive
Longmont, CO 80503

Include quote number and customer EIN/Tax Identification Number on P.O.

SUBMIT P.O. ordermanagement.safetyservices@west.com

PRICING All prices are in USD
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY Quote is valid for **120 Days**. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

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Attachment: Remote PSAP Conf. (1816 : Purchase of 911 Equipment)



Proposal/Sales Quotation

Quotation QUO-50332-4NHXQ4

Quotation Date: 5/15/2017

General & Client Information

Agency Name: Reynoldsburg Police Department	Bill To: Reynoldsburg Police Department 7240 E Main St Reynoldsburg OH 43086
System Description: Reynoldsburg OH, PD - 911 Interface	
Client Contact: Lieutenant Ron Wright	Ship To: 7240 E Main St Reynoldsburg OH 43086
Contact Phone: (614) 866-6622	
Contact Email: rwright@reypd.com	
Expiration Date: Quote Valid for 180 Days	
Presented By: Mark Baranowski	

Project Products & Services

Perform CAD System

Perform CAD Software	Unit Price	Qty	List Price	Total Discount	Total Price
ANI/ALI e911 Server 6-10 Users	\$3,750.00	1	\$3,750.00	\$375.00	\$3,375.00

Perform CAD System Total: \$3,375.00

Annual Maintenance Fee(s) (Year 1)

Product Name	Support level	Total Price
ANI/ALI e911 Server 6-10 Users	Perform	\$675.00

Annual Maintenance Fee(s) (Year 1) Total: \$675.00

Project Total: \$4,050.00

Attachment: TriTech Quote (1816 : Purchase of 911 Equipment)



Estimated Sales Tax:
(State: at %)

Taxable sales: \$0.00

Subtotal: \$4,050.00

Sales Tax Amount: \$0.00

Quote Total: \$4,050.00

Attachment: TriTech Quote (1816 : Purchase of 911 Equipment)



Summary Information & Project Notes

The project management services included with this quotation, if any, will be considered completed upon client Go-live, unless otherwise stated. Training class size is up to 6 students for database training. All other training listed is up to 12 students. The training quoted is to be held at Perform unless On-site is referenced in the above item description section.

Terms and Conditions

Payment terms are as follows:

All invoices are due Net 30 days from the invoice date unless otherwise specified in this quote.

The software & support will be invoiced upon software delivery.

The training will be invoiced upon the completion of the first scheduled training class.

The data extraction, conversion and merge services will be invoiced 50% upon quote acceptance and 50% upon conversion and merge services.

The software modifications will be invoiced 50% upon quote acceptance and 50% upon software modification delivery.

The installation services will be invoiced upon service completion.

The service fee for the portable classroom will be invoiced upon the completion of the first training class.

The project management will be invoiced 50% upon quote acceptance and 50% upon go live.

Software License Terms:

Installing and using the TriTech Perform software application(s) signifies acceptance of the terms and conditions of the End User License Agreement that accompanies the Software.

Software fees shall be invoiced in full upon delivery, which is defined as the earliest of the dates the software is either: a) delivered on a CD by a TriTech consultant, b) downloaded or installed to a computer at client location (remotely or onsite) or c) delivered on a CD by common carrier (such as FedEx or UPS).

All fees for Installation and On Site Assistance Services shall be invoiced upon completion of such services or monthly if such services are performed over a period exceeding one month. All fees for Training shall be invoiced upon completion of the first scheduled Training Class. All training purchased must be completed within one year of the department's go live date, or the date the training is purchased, whichever is later. Training not completed within one year will be forfeited.

The initial term of annual Software Support shall begin, and fees shall be due on the earlier of: i) live operation (Go-Live); or ii) 180 days after software installation, and shall continue for a period of twelve (12) months thereafter. Software Support is renewable on an annual basis. Support fees for additional software licenses purchase subsequent to initial system installation shall be invoiced upon delivery of the Software. The Annual Software Support fees for additional software licenses purchased subsequent to the initial installation shall be pro-rated to coincide with the current support term. Acceptance: When "acceptance" is specified in the quote as the criteria for invoicing or another milestone, a Task Completion Report will be provided by TRITECH to Client for sign-off upon completion of installation or other services. Client shall have ten (10) business days after installation to notify TRITECH in writing of any deficiencies, defined herein as critical errors in software or that the software is not functioning substantially in accordance with the written documentation. TRITECH shall use commercially reasonable efforts to correct the deficiencies within ten (10) business days of such notice and resubmit to Client for sign-off. This process shall be repeated as necessary and appropriate. If Client fails to return the signed Task Completion Report and has not provided written notice of deficiency within the time period specified herein, the Software shall be deemed accepted. Conversion Services: Data conversion services, further described in the attached TRITECH Data Conversion Checklist, shall include one pre Go-Live deliverable (database training) and one post Go-Live deliverable and shall be limited to the items listed on this quote. Data Extraction fee is due in two increments; 50% upon quote acceptance and 50% upon 1st data extraction before database training. All fees for conversion services shall be payable in two increments; 50% upon quote acceptance and 50% at post Go-Live delivery. A Task Completion Report will be provided by TRITECH to Customer for sign-off upon completion of conversion services deliverable. Customer shall have ten (10) business days after installation to notify TRITECH in writing of any deficiencies. TRITECH shall use commercially reasonable efforts to correct the deficiencies within ten (10) business days of such notice and resubmit to Customer for sign-off.



This process shall be repeated as necessary and appropriate. If Customer fails to return the signed Task Completion Report and has not provided written notice of deficiency within the time period specified herein, the conversion services shall be deemed accepted. Prices quoted for all On-site and Customer Site Services do not include travel expenses. Travel expenses will be billed separately as incurred, due Net 30 day terms and shall include actual costs for airfare, lodging, ground transportation and meals. NOTE: This quote includes the Perform software applications and services only; however additional 3rd party elements may be required. It is the sole responsibility of the customer to provide all such 3rd party elements to ensure the proper installation and operation of the Perform software.

Quotation Issued by: Mark Baranowski
Email: mark.baranowski@tritech.com
Phone: 978-215-2270

Send Purchase Orders To:

TriTech Software Systems
4509 W. 58th Street
Sioux Falls, SD 57108

Or Email: becky.wall@zuerchertech.com
Or Fax: (888) 477-5591

Remit Payments To:

TriTech Software Systems
PO Box # 203223
Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-(508) 597-8374 or email to mark.baranowski@tritech.com to indicate your acceptance.

- ☐ Purchase Order required and attached, reference PO# _____ on invoice.
- ☐ No Purchase Order required to invoice.

Please check one of the following:

- ☐ I agree to pay any applicable sales tax.
- ☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Note: Travel Expenses and Shipping costs are billed at actual expense per Terms & Conditions above.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date

SERVICE AGREEMENT

This Service Agreement is executed effective _____, 2017 (the "Effective Date"), by and between the City of Columbus, an Ohio municipal corporation ("Columbus") and the City of Reynoldsburg, Ohio, an Ohio municipal corporation.

Background Information

- A. The City of Reynoldsburg, Ohio is in need of replacing its current 9-1-1 emergency answering system controller, which will no longer be supported by the manufacturer after 2011??.
- B. Columbus, a primary public safety answering point in Franklin County, operates the Intrado/West VIPER system controller and the City of Reynoldsburg has been working with Intrado/West for the installation of a VIPER Remote System, which will direct the City of Reynoldsburg's 9-1-1 calls to the City of Reynoldsburg's emergency dispatching center through a remote connection to Columbus' VIPER system. This remote connection saves the City of Reynoldsburg the cost of installing its own full direct system.
- C. The City of Reynoldsburg and Columbus are entering into this Service Agreement in order to set forth the parties' rights and obligations with respect to the City of Reynoldsburg's utilization of the VIPER Remote System through Columbus' VIPER system controller.

Statement of Agreement

The parties to this Service Agreement acknowledge the accuracy of the foregoing Background Information and hereby agree as follows:

§1. Connection of Remote System to Columbus VIPER Controller. Beginning on _____, 2017 and continuing thereafter so long as this Service Agreement is effective, Columbus shall permit the City of Reynoldsburg to operate a VIPER Remote System for the City of Reynoldsburg's 9-1-1 emergency dispatching functions through a connection to the VIPER system controller that is currently being utilized by Columbus. Columbus shall, through its Intrado/West authorized service technician personnel only, provide maintenance and repair to the VIPER Remote System as provided in this Service Agreement.

§2. Access to Install VIPER Remote System. Columbus shall provide access to Intrado/West personnel for the installation of the VIPER Remote System. Access shall include on-site physical access at Columbus' 1250 Fairwood Avenue location (the "Columbus Communication Center") by Intrado/West personnel as well as access to the Columbus VIPER system to ensure the full functionality of the connection between the remote and the direct systems. Should access be needed for third party vendors responsible for installing compatible communications

hardware (e.g., T-1 lines), Columbus shall make the Columbus Communication Center and the backup center accessible to such vendors.

§3. Service Availability. Columbus will provide standard maintenance and repair service and emergency service when necessary. Any issues relating to the failure of the City of Reynoldsburg's 9-1-1 system would be considered the highest priority and immediate response would be required. In the event that Columbus is unable to remedy an issue, Columbus and the City of Reynoldsburg will coordinate contact with Intrado/West for service.

(a) Standard Service. The City of Reynoldsburg can expect standard maintenance and repair service to be available 07:00 a.m. to 05:00 p.m., Monday through Friday (excluding holidays). The City of Reynoldsburg may report service requests or issues at any time (24/7/365 days a year) by calling (614) 637-4386 or e-mailing telephonysupport@columbus.gov. Columbus shall designate a Project Supervisor as a one-to-one personal contact for the City of Reynoldsburg, if necessary. In the event that the Project Supervisor will be unable to respond to service requests or issues, Columbus will provide the City of Reynoldsburg with the name or names of qualified trained personnel who can respond. A live response is provided during standard service hours or after standard service hours for emergencies. All services or related components require regularly scheduled maintenance in order to meet established service levels. This will be accomplished during Columbus' standard service period. The City of Reynoldsburg inquiries for scheduled maintenance activities should be directed to Columbus.

(b) Emergency Service. Services or related components might also require *unscheduled* emergency maintenance. These activities will render systems and applications unavailable for normal user interaction during emergency maintenance activities. Columbus shall provide the City of Reynoldsburg with as much notice as possible if systems and applications will be unable to be used for any period of time in order that the City of Reynoldsburg may make adequate arrangements to continue 9-1-1 emergency answering service to the general public. The City of Reynoldsburg will be provided with a rotating list of support personnel who will be on call for emergency service. The on-call person may not be the Project Supervisor or the regular support technician that may be assigned to the City of Reynoldsburg.

(c) On-site Repairs. All maintenance and repairs provided to the VIPER Remote System by Columbus will initially be attempted by remote access. The payment for those services are included in the annual service payment set forth in §7 below. In the event on-site maintenance or repair will be necessary, an additional charge will apply at the rate of \$100 per hour, with a minimum charge for four hours. Those costs will be billed to the City of Reynoldsburg on a quarterly basis and will be payable by the City of Reynoldsburg 30 days from the date of the invoice.

§4. Disaster Recovery. In the event of a total system failure at the Columbus Communication Center, the disaster recovery location for the City of Columbus is located in the Arlingate Plaza. In order to continue providing 9-1-1 services during a period of system failure at the Fairwood Avenue facility, the City of Reynoldsburg will be permitted access to operate its VIPER Remote System from a dispatching console within the Arlingate facility. Columbus shall provide whatever access may be necessary to Intrado to guarantee functionality of the VIPER Remote System from the Arlingate facility, or work with the City of Reynoldsburg to provide acceptable alternative solutions for emergency 9-1-1 access to its PSAP.

§5. Installation of and Training for Upgrades. As VIPER authorized service technicians, Columbus personnel will be responsible to install any VIPER Remote System upgrades released by Intrado/West and shall provide training to the City of Reynoldsburg personnel as necessary for the upgrades. If required by Columbus, the City of Reynoldsburg will receive training at the Columbus Communication Center.

§6. Term. The term of this agreement will commence on the Effective Date and will terminate on _____, 2022. the City of Reynoldsburg may renew this agreement for an additional 4 years upon 90 days prior written notice to Columbus. The cost for the extension period will be provided to the City of Reynoldsburg in writing upon request prior to the 90 day notice deadline. The City of Reynoldsburg shall have the right to terminate this agreement effective any time after January 1, 2020, should the City of Reynoldsburg 9-1-1 dispatching operations and needs require alternate arrangements. The City of Reynoldsburg shall provide Columbus with 120 days prior written notice of its intention to terminate for this reason. At the termination of this agreement, the City of Reynoldsburg shall be responsible to remove the VIPER Remote System and any related hardware installed by the City of Reynoldsburg from the premises of the Columbus Communication Center and the Arlingate Plaza.

Because this agreement addresses emergency 911 dispatching services, should an issue arise that causes a concern about the effective implementation of either party's rights or obligations hereunder, the parties shall schedule a meeting or meetings to discuss the matter and shall work diligently and cooperatively to satisfactorily address it or seek an amendment to this agreement, if necessary.

§7. Cost. The cost for the services provided under this agreement shall be:

- \$4,500 a year per position for a total of \$ 9,000 per year starting in 2018
- \$5,000 a year per position for a total of \$10,000 per year starting in 2019
- \$5,500 a year per position for a total of \$11,000 per year starting in 2020
- \$6,000 a year per position for a total of \$12,000 per year starting in 2021

The charge will begin on January 1, 2017, and will be billed during the first quarter of each year. Payment is due within 30 days of the date of the invoice.

§8. Ownership of Equipment; Damage. The City of Reynoldsburg is the owner, and shall maintain ownership, of the VIPER Remote System throughout the term of this agreement. The City of Reynoldsburg shall assume the risk of damage to and/or destruction of the equipment through a policy of insurance. Columbus self-insures the building which houses the Columbus Communications Center and any losses or damages for which Columbus is liable will be paid from the appropriate City funds. Each party shall request its respective insurance company insuring the policies referenced herein to include a clause in or an endorsement to each such policy which waives all rights of subrogation against Columbus and the City of Reynoldsburg, as the case may be, their officers and employees, which any insurance company may have or may assert. Notwithstanding anything in this §8 to the contrary, Columbus shall be responsible for damage to the equipment that may be caused by the willful or wanton misconduct of its employees.

§9. Default. Either party has the right to terminate this agreement for cause if the other party is in default of any obligation under it, and the default is incapable of cure or, if being capable of cure, has not been cured within 120 days after receipt of written notice of such default or such additional time as the non-defaulting party may authorize in writing. Because the nature of the services provided in this agreement pertain to 9-1-1 emergency dispatching services, the parties will work diligently to resolve all disputes, which may include non-binding mediation or other forms of alternative dispute resolution, prior to any notice of termination being submitted.

§10. Entire Agreement. This agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this agreement.

§11. Notices. All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the other party as follows:

If to the City of Reynoldsburg, Ohio:

_____(Name)
_____(Title)

7240 East Main Street
Reynoldsburg, Ohio 43068

If to Columbus:

Director of Public Safety, City of Columbus
Department of Public Safety
77 N. Front Street, 5th Floor
Columbus, Ohio 43215

§12. Interpretation and Severability. In the event any provision of this agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

§13. Counterparts and Construction. This agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this agreement and are for convenience only.

In witness whereof, the parties have executed this agreement on the date set forth at the beginning.

CITY OF REYNOLDSBURG, OHIO

CITY OF COLUMBUS

By _____

By _____

Approved as to form by

Approved as to form by

City Attorney City of Reynoldsburg, Ohio

Columbus City Attorney's Office

DRAFT

Attachment: Service Agreement (1816 : Purchase of 911 Equipment)

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

DATE: **July 10, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL WORKING AGREEMENT WITH THE
CITY OF COLUMBUS. (First Reading 6/26/2017).

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

Agreement with the City of Columbus to provide access to 911 Services

SERVICE AGREEMENT

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hardware (e.g., T-1 lines), Columbus shall make the Columbus Communication Center and the backup center accessible to such vendors.

§3. Service Availability. Columbus will provide standard maintenance and repair service and emergency service when necessary. Any issues relating to the failure of the City of Reynoldsburg's 9-1-1 system would be considered the highest priority and immediate response would be required. In the event that Columbus is unable to remedy an issue, Columbus and the City of Reynoldsburg will coordinate contact with Intrado/West for service.

(a) Standard Service. The City of Reynoldsburg can expect standard maintenance and repair service to be available 07:00 a.m. to 05:00 p.m., Monday through Friday (excluding holidays). The City of Reynoldsburg may report service requests or issues at any time (24/7/365 days a year) by calling (614) 637-4386 or e-mailing telephonysupport@columbus.gov. Columbus shall designate a Project Supervisor as a one-to-one personal contact for the City of Reynoldsburg, if necessary. In the event that the Project Supervisor will be unable to respond to service requests or issues, Columbus will provide the City of Reynoldsburg with the name or names of qualified trained personnel who can respond. A live response is provided during standard service hours or after standard service hours for emergencies. All services or related components require regularly scheduled maintenance in order to meet established service levels. This will be accomplished during Columbus' standard service period. The City of Reynoldsburg inquiries for scheduled maintenance activities should be directed to Columbus.

(b) Emergency Service. Services or related components might also require *unscheduled* emergency maintenance. These activities will render systems and applications unavailable for normal user interaction during emergency maintenance activities. Columbus shall provide the City of Reynoldsburg with as much notice as possible if systems and applications will be unable to be used for any period of time in order that the City of Reynoldsburg may make adequate arrangements to continue 9-1-1 emergency answering service to the general public. The City of Reynoldsburg will be provided with a rotating list of support personnel who will be on call for emergency service. The on-call person may not be the Project Supervisor or the regular support technician that may be assigned to the City of Reynoldsburg.

(c) On-site Repairs. All maintenance and repairs provided to the VIPER Remote System by Columbus will initially be attempted by remote access. The payment for those services are included in the annual service payment set forth in §7 below. In the event on-site maintenance or repair will be necessary, an additional charge will apply at the rate of \$100 per hour, with a minimum charge for four hours. Those costs will be billed to the City of Reynoldsburg on a quarterly basis and will be payable by the City of Reynoldsburg 30 days from the date of the invoice.

§4. Disaster Recovery. In the event of a total system failure at the Columbus Communication Center, the disaster recovery location for the City of Columbus is located in the Arlingate Plaza. In order to continue providing 9-1-1 services during a period of system failure at the Fairwood Avenue facility, the City of Reynoldsburg will be permitted access to operate its VIPER Remote System from a dispatching console within the Arlingate facility. Columbus shall provide whatever access may be necessary to Intrado to guarantee functionality of the VIPER Remote System from the Arlingate facility, or work with the City of Reynoldsburg to provide acceptable alternative solutions for emergency 9-1-1 access to its PSAP.

§5. Installation of and Training for Upgrades. As VIPER authorized service technicians, Columbus personnel will be responsible to install any VIPER Remote System upgrades released by Intrado/West and shall provide training to the City of Reynoldsburg personnel as necessary for the upgrades. If required by Columbus, the City of Reynoldsburg will receive training at the Columbus Communication Center.

§6. Term. The term of this agreement will commence on the Effective Date and will terminate on _____, 2022. the City of Reynoldsburg may renew this agreement for an additional 4 years upon 90 days prior written notice to Columbus. The cost for the extension period will be provided to the City of Reynoldsburg in writing upon request prior to the 90 day notice deadline. The City of Reynoldsburg shall have the right to terminate this agreement effective any time after January 1, 2020, should the City of Reynoldsburg 9-1-1 dispatching operations and needs require alternate arrangements. The City of Reynoldsburg shall provide Columbus with 120 days prior written notice of its intention to terminate for this reason. At the termination of this agreement, the City of Reynoldsburg shall be responsible to remove the VIPER Remote System and any related hardware installed by the City of Reynoldsburg from the premises of the Columbus Communication Center and the Arlingate Plaza.

Because this agreement addresses emergency 911 dispatching services, should an issue arise that causes a concern about the effective implementation of either party's rights or obligations hereunder, the parties shall schedule a meeting or meetings to discuss the matter and shall work diligently and cooperatively to satisfactorily address it or seek an amendment to this agreement, if necessary.

§7. Cost. The cost for the services provided under this agreement shall be:

- \$4,500 a year per position for a total of \$ 9,000 per year starting in 2018
- \$5,000 a year per position for a total of \$10,000 per year starting in 2019
- \$5,500 a year per position for a total of \$11,000 per year starting in 2020
- \$6,000 a year per position for a total of \$12,000 per year starting in 2021

The charge will begin on January 1, 2017, and will be billed during the first quarter of each year. Payment is due within 30 days of the date of the invoice.

§8. Ownership of Equipment; Damage. The City of Reynoldsburg is the owner, and shall maintain ownership, of the VIPER Remote System throughout the term of this agreement. The City of Reynoldsburg shall assume the risk of damage to and/or destruction of the equipment through a policy of insurance. Columbus self-insures the building which houses the Columbus Communications Center and any losses or damages for which Columbus is liable will be paid from the appropriate City funds. Each party shall request its respective insurance company insuring the policies referenced herein to include a clause in or an endorsement to each such policy which waives all rights of subrogation against Columbus and the City of Reynoldsburg, as the case may be, their officers and employees, which any insurance company may have or may assert. Notwithstanding anything in this §8 to the contrary, Columbus shall be responsible for damage to the equipment that may be caused by the willful or wanton misconduct of its employees.

§9. Default. Either party has the right to terminate this agreement for cause if the other party is in default of any obligation under it, and the default is incapable of cure or, if being capable of cure, has not been cured within 120 days after receipt of written notice of such default or such additional time as the non-defaulting party may authorize in writing. Because the nature of the services provided in this agreement pertain to 9-1-1 emergency dispatching services, the parties will work diligently to resolve all disputes, which may include non-binding mediation or other forms of alternative dispute resolution, prior to any notice of termination being submitted.

§10. Entire Agreement. This agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this agreement.

§11. Notices. All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the other party as follows:

If to the City of Reynoldsburg, Ohio:

_____(Name)
_____(Title)

7240 East Main Street
Reynoldsburg, Ohio 43068

If to Columbus:

Director of Public Safety, City of Columbus
Department of Public Safety
77 N. Front Street, 5th Floor
Columbus, Ohio 43215

§12. Interpretation and Severability. In the event any provision of this agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

§13. Counterparts and Construction. This agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this agreement and are for convenience only.

In witness whereof, the parties have executed this agreement on the date set forth at the beginning.

CITY OF REYNOLDSBURG, OHIO

CITY OF COLUMBUS

By _____

By _____

Approved as to form by

Approved as to form by

City Attorney City of Reynoldsburg, Ohio

Columbus City Attorney's Office

DRAFT

Attachment: Columbus Service Agreement (1818 : Intergov Agreement W/Columbus 911)

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

DATE: **July 10, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO PURCHASE SIERRA WIRELESS MODEMS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. (First Reading 6/26/2017).

Emergency/Suspension: Emergency**Reason For Emergency:** Immediate preservation of the public peace, health, or safety**Statement of necessity:** Cannot go live with TriTech Software unless upgraded modems are in place.

See attached Documentation and invoicing.



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

11.j.a

MEMORANDUM

Date: 19 June 2017

To: Chief J. O'Neill #79

From: LT R. Wright #90

Subject: Request to Purchase Sierra Wireless Modems and Duo Security for cruiser MDTs

As we transition to the new TriTech RMS, IT discovered the mobile software interface offered by TriTech cannot be run through the current Verizon air cards (see attached letter of justification from the Kirch Group). We are not able to 'go live' with the new RMS until our method of connectivity is upgraded. The Sierra Wireless Modems will provide the following:

- The ability to operate the new TriTech Mobile software on the cruiser MDTs.
- Built in GPS software that can interface with TriTech to provide dispatchers and SGTs with the locations of the cruisers while on patrol.
- High speed constant connectivity. The test and evaluation was successful while never dropping connectivity.
- A wireless hotspot around the cruiser to run other devices. Would be extremely helpful during critical incidents.

Installation of the new modems will be coordinated through the street department which saves money and time by not requiring outside contracting.

I request the following actions to complete this project:

- Request use of monies from Special Law Enforcement Account 290.111.5529 to purchase the 18 Sierra Wireless Modems for each cruiser at the cost of \$22,874.64 (see attached quote) and adding \$2125.36 overage for unforeseen costs for this project....for a total of **\$25,000**.
- Request to make this purchase direct from Kirch Group Technology as they are an approved vendor to waive competitive bidding per City Ordinance 44-17.
- Request this is read as emergency legislation justified as follows:
 - We cannot continue training on or go live with the TriTech software until the software can be ran on the MDTs in the cruisers.
 - When we originally researched and purchased the TriTech software, the IT director at the time stated our equipment (aircard) was sufficient to run

Attachment: Memo for Sierra Wireless Device (1819 : Purchase of Sierra Wireless Modems PD)

the software in the field. It was not until the new IT personnel/company was contracted that it was discovered our antiquated systems were insufficient to run new software.

- We purchased a Sierra Wireless Modem approximately 3 months ago for test and evaluation, and to work out any issues with the device. The evaluation proved successful with all settings and issues worked through for success.

Project Quote for Reynoldsburg
Valid 15 days from 4/3/2017

Item	Part #	Description	Qty	Unit Cost	Total
1	QUOTE	DH Wireless Quote #12112 consisting of:	1.0	\$21,938.40	\$21,938.40
		- 18x Airlink MP70 WiFi Modem (DC)			
		- 18x Antenna AP (Double Cell/LTE, GPS, Triple WiFi)			
		- 18x Modem Provisioning and Activation			
2	MISC	Administrative Processing Fee	1.0	\$250.00	\$250.00
		Please Note: Installation and configuration of hardware and/or software is not included in the quote provided.			
Shipping charges are estimated in quotes. Any related travel charges are not included in the total.					
				Subtotal	\$22,188.40
				Shipping	
				Tax	Exempt
				Total	\$22,188.40
If paying by Credit Card, an additional 3% fee is added.				CC Total	\$22,874.64

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.

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.)



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

DATE: **July 10, 2017****TO:** **Service Department****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A
CONTRACT WITH LIMBACH TO UPGRADE 1ST AND 2ND FLOOR
VAV CONTROLS WITH NEW ALC DDC CONTROLS DECLARING
IT AN EMERGENCY.

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

Request for Council to approve the purchase of new VAV controls with new ALC DDC controls for City Hall.

Request waive competitive bid as Limbach is on the bid list.

No appropriation needed- funds are in the current budget.

Proposal Date	Proposal Number	Agreement Number	Page
06/21/2017			1 of 3

BY AND BETWEEN:

Limbach Company, LLC
822 Cleveland Avenue
Columbus, Ohio 43201

AND

City Of Reynoldsburg
7232 East Main Street
Attn: Joe Taggart

Hereinafter LIMBACH

Hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

City Of Reynoldsburg 7232 East Main Street

Labor and material required to:

Upgrade 1st & 2nd Floor VAV Controls with New ALC DDC controls

- Provide ALC Controls programming and checkout for 43 (replace 43 existing Automatrix) VAV controls with new ALC DDC controls.
- Provide and install 43) new ALC ZN341V+ control modules and 43 ALC ZS Plus space temperature sensors.
- Reuse existing hot water valves.
- Reuse existing control wiring.
- Provide new 18-4 space sensor wire for 43 VAV boxes
- Provide 43 supply air temperature (SAT) sensors and wiring.
- Provide and install new "green wire" ALC arcnet communications buss to 43 control modules and tie into existing communications trunk.
- Remove existing Automatrix control modules and turn over to owner.
- Incorporate new ALC controls configuration into existing front-end server programming and graphics.
- Provide 28 Rib current sensors for fan powered boxes for status of fan.
- Provide 1 Rep485 repeater for communication.

Contract Price Not to Exceed \$ 51,091.00
(FIFTYONE THOUSAND AND NINETYONE DOLLARS)

Exclusions:

Work is to be performed during normal business hours.
Any found mechanical deficiencies will be documented and communicated to owner.

This price is firm for 60 days

Bob Holstein
Limbach Controls Group
822 Cleveland Ave.
Columbus, Ohio 43201
614-989-2731 Cell

Attachment: Reynoldsburg City Hall 1st & 2nd Floor Controls Upgrade (1820 : Upgrade 1st & 2nd Floor VAV Controls with New ALC DDC

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Customer will promptly pay each invoice within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

5. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

6. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

7. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

12. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

13. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

Customer

Limbach Company LLC

By: _____

By: _____

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Date: _____

Date: _____

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

DATE: **July 10, 2017**

TO: **Finance Committee**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH CT CONSULTANTS/MOODY NOLAN FOR
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR
THE REYNOLDSBURG COMMUNITY CENTER AND
APPROPRIATING MONEY AND DECLARING AN
EMERGENCY.**

Emergency/Suspension: Emergency

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

Statement of necessity: To allow for architectural and engineering services to begin on the design and the demolition and site development of the Reynoldsburg Community Center. Appropriate \$100,000.00 from the unappropriated CIP fund (410) to Account #410.000.0148.5659.

The vision and goals of this project: the importance of providing a true Community "center" for the City to host family friendly programs and athletic events; a responsible investment towards an improved quality of life for residents; a safe activity hub for families and teens; an aquatics center; and a sustainable design solution that minimizes environmental impacts, while offering reduced energy consumption and life-cycle costs through the selection of green building systems and materials. The Standard Form of Agreement and Exhibit A -- Scope of Services is attached.

DRAFT AIA® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 24th day of July in the year 2017.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

and the Architect:
(Name, legal status, address and other information)

CT Consultants, Inc.
Northwoods I
7965 North High Street, Suite 340
Columbus, Ohio 43235

for the following Project:
(Name, location and detailed description)

New Community Center which will be owned by the City of Reynoldsburg and operated by the YMCA located at the North End of Huber Park in Reynoldsburg, Ohio.

The Construction Manager (if known):
(Name, legal status, address and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

A preliminary Program of Requirements and Conceptual Design was developed by Gro Development (dated 1-06-2017), a national consultant for the YMCA and issued as part of the original Request for Qualifications (RFQ) for Professional Architectural Design Services For The City of Reynoldsburg Community Center. This information will be utilized as the basis of the Owner's Program for the Project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The new facility will be located on approximately ten (10) acres of property located in Huber Park. Initial Property Survey information has been provided by the Owner. It is known that a portion of the site lies in the flood plain and flood way of the Blacklick Creek that runs along the eastern side of the site. Geotechnical Engineering and additional Surveying work will be provided for under this Agreement. The base project consists of an approximately 60,000 square-foot, two-story facility to include administrative offices, community rooms, a fitness center, a full gymnasium, an indoor and outdoor aquatic center, a 300 space (approximate) parking area and space for potential tenant partners (approximately 8,000 square feet). Demolition documents for the removal of the existing bingo hall, pools, and parking lot. Public Utilities for the project are available and will be utilized to serve the facility.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Owner's budget for the Cost of the work is \$20,000,000-\$25,000,000.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

1. Architect:
Based on an anticipated Start date of August 1, 2017, and timely responses by the Owner to Architect's inquiries and review deadlines, etc., CT anticipates the following milestone dates:
Programming and Conceptual Design (Complete) – 60 days after commencement of work.
Schematic Design (Complete) - 90 days after approval of Programming and Conceptual Design.
Design Development (Complete) - 90 days after approval of Schematic Design.
Construction Documents (Complete) - 126 days after approval of Design Development.

2. Construction:
To Be Determined by Owner.

3. Substantial Completion date:
To Be Determined by Owner.

4. Other:
To Be Determined by Owner.

.2 Commencement of construction:

To Be Determined by Owner.

.3 Substantial Completion date or milestone dates:

To Be Determined by Owner.

.4 Other:

To Be Determined by Owner.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- ☒ [**XX**] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ [**« »**] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 Fast-Track Scheduling: The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The Demolition Documents for the demolition and removal of the existing Bath House, Parking Lots and House together with ancillary items will be publicly bid before the Owner has hired its Construction Manager at Risk for the balance of the project. It is anticipated the Demolition Documents will be available for public bidding in August 2017. A second demolition package will be prepared at a later date to address the existing Bingo Hall and Pools.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

The Owner's goals for this project include a sustainable design solution that minimizes environmental impacts, while offering reduced energy consumption and life-cycle costs through the selection of green building systems and materials.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mr. William J. Sampson, LEED Green Assoc.
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Mr. Brian Kridler
C.O.O.
YMCA of Central Ohio
40 West Long Street
Columbus, Ohio 43215

Once determined, the Owner's Construction Manager will be required to review the Architect submittals.

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

December 2017 is the anticipated date of retention.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

N/A

.4 Geotechnical Engineer:

N/A

.5 Civil Engineer:

N/A

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Mr. John DeGraaf, AIA, NCARB
 Director, Architectural Services
 CT Consultants, Inc.
 11120 Kenwood Road
 Cincinnati, Ohio 45202

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:**Design Architect of Record:**

Moody Nolan Architects
 Howard Blaisdell, RA, LEED AP BD + C
 Senior Associate
 300 Spruce Street, Suite 300
 Columbus, Ohio 43215

Landscape Architect:

Edge
 Tedd Hardesty, RLA, LEED AP
 Principal
 330 West Spring Street, Suite 350
 Columbus, Ohio 43215

P, M, E, FP, Comm./Tech. Engineering:

Korda
 Ed Keener, PE, LEED AP
 Partner, Director of Marketing
 1650 Watermark Drive
 Columbus, Ohio 43215

Lighting Designer:

Tec Studio, Inc.
 Ardra Zinkon, CLD, IALD
 President, Director of Lighting Design
 7510 Slate Ridge Boulevard
 Columbus, Ohio 43068

Aquatics Designer:

Counsilman-Hunsaker
 Scott Hester, P.E.
 President
 10733 Sunset Drive, Suite 400
 St. Louis, MO 63127

Geotechnical Engineering:

Terracon Consultants, Inc.
 Kevin M. Ernst, P.E.
 Principal, Office Manager
 800 Morrison Road
 Columbus, Ohio 43230

Surveying:

J&J Surveying Services, Inc.
 John Wetherill, Owner
 7509 East Main Street, Suite 104
 Reynoldsburg, Ohio 43068

Environmental Consultant:

SME - USA
 Michael S. Meddock, PE, CPSM
 Principal/Vice President
 9375 Chillicothe Road
 Kirtland, Ohio 44094-8501

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 *Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$1,000,000) combined single limit each accident.*

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than one million dollars (\$1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Assistance with selection of the Construction Manager	ARCHITECT	EXHIBIT A
§ 4.1.2	Programming (B202™–2009)	OWNER	
§ 4.1.3	Multiple preliminary designs	N.P.	
§ 4.1.4	Measured drawings	N.P.	
§ 4.1.5	Existing facilities surveys	ARCHITECT	EXHIBIT A
§ 4.1.6	Value Analysis (B204™–2007)	N.P.	
§ 4.1.7	Detailed cost estimating	N.P.	
§ 4.1.8	On-site project representation (B207™–2008)	ARCHITECT	EXHIBIT A
§ 4.1.9	Conformed construction documents	N.P.	
§ 4.1.10	As-Designed Record drawings	N.P.	
§ 4.1.11	Post occupancy evaluation	N.P.	
§ 4.1.12	Facility Support Services (B210™–2007)	N.P.	
§ 4.1.13	Tenant-related services	N.P.	
§ 4.1.14	Coordination of Owner's consultants	N.P.	
§ 4.1.15	Security Evaluation and Planning (B206™–2007)	N.P.	
§ 4.1.16	Commissioning (B211™–2007)	N.P.	
§ 4.1.17	Extensive sustainable design services	N.P.	
§ 4.1.18	LEED® Certification (B214™–2012)	N.P.	
§ 4.1.19	Historic Preservation (B205™–2007)	N.P.	
§ 4.1.20	Furniture, Furnishings, and Equipment Design (B253™–2007)	OWNER	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit A.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 One Per Week (1) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Project Meetings

§ 4.3.4 If the services covered by this Agreement have not been completed within **Thirty (30)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction.

The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

<< >>

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Basic Services Fee for the Professional Services for the Reynoldsburg Community Center and site is as follows:

Lump Sum Fee	\$	2,200,000
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Additional pre-construction services to complete the basic services for the community center are as follows:

1. Geotechnical investigation:	Lump Sum Fee	\$	12,000
2. Site Survey:	Lump Sum Fee	\$	11,500
3. Traffic Study:	Lump Sum Fee	\$	20,500
4. Environmental Investigation:	Lump Sum Fee	\$	TBD
5. Hazardous Materials Investigation:	Lump Sum Fee	\$	TBD

Total Basic Services Fee:	Lump Sum Fee	\$	2,244,000
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Reimbursables Allowance	\$	50,000
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§ 11.2 For Additional Services designated in Section 4.1 and Exhibit A, the Owner shall compensate the Architect as follows:

- a. Demolition Documents of Existing Facilities including the house, pool buildings, pools, and associated parking lot:

Estimated Design Fee:	\$	12,000
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- b. Additional Design and Construction Phase Management throughout all phases of the project, including assistance with the selection of the Construction Manager:

Estimated Service Fee:	\$	152,900
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Optional Design Services are to be selected by owner individually and will be included in the contract.

Additional services to complete the Optional Design services are as follows:

1. Geotechnical Investigation:	Lump Sum Fee	\$	TBD
2. Site Survey:	Lump Sum Fee	\$	TBD
3. Environmental Investigation for Optional Item a. above:	Lump Sum Fee	\$	14,300

Optional Design Services are to be selected by owner individually and will be included in the contract.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

The basis of compensation will be based on a lump sum or hourly rates fee as mutually agreeable between the Owner and Architect prior to commencing the additional work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See §11.10.2.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Billing Rates for Architect and it's Consultants are available upon request.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

N/A

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

one and one-half per month % 1.5% per month.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document A201-2007 General Conditions of the Contract for Construction.
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

CT Consultants, Inc. proposal letter dated _____, 2017. Attached as Exhibit A.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mr. Brad McCloud, Mayor
City of Reynoldsburg

(Printed name and title)

ARCHITECT (Signature)

Mr. J. Wesley Hall, P.E., Vice President
CT Consultants, Inc.

(Printed name and title)



EXHIBIT “A” – SCOPE OF SERVICES

CITY OF REYNOLDSBURG, OHIO
NEW COMMUNITY CENTER (YMCA)
Project 170132
June 26, 2017

GENERAL DESCRIPTION, ASSUMPTIONS, AND SCOPE OF SERVICES:

- The new facility will be located on approximately ten (10) acres of land at the north end of Huber Park in Reynoldsburg, OH off of Davidson Rd.
- The base project includes a 60,000 square foot (approximate), conventionally framed, two story building with indoor and outdoor aquatic centers, including a 4,500 SF exterior Bath House, and parking with approximately three hundred (300) spaces.
- The additional services to complete the base project include geotechnical investigation, site survey, environmental study (if necessary), hazardous materials investigation (if necessary), and a traffic study.
- The basic service fee is based on the anticipated construction costs of \$22,000,000 for the base scope of work.
- Optional design services for the project will include: demolition documents of existing facilities including the pool buildings and house and additional design and construction phase management.
- This proposal is based on concepts and a preliminary Program of Requirements developed by Gro Development, dated January 6, 2017, as well as meetings and discussions with the City of Reynoldsburg.

The following are our assumptions and exclusions regarding our Scope of Services:

- Our Professional Scope of Services is limited to:
 - Architectural Design.
 - Civil Engineering; Surveying; Geotechnical Engineering.
 - Structural Engineering.
 - Landscape Architecture.
 - Mechanical, Electrical, Fire Protection, Plumbing, Lighting Design, and Communications Technology Engineering.
 - Aquatics Design.
- The project delivery will be Construction Manager as Constructor.
- Building and structure foundations are assumed to be conventional spread footing type foundation system. In the event the geotechnical investigation determines a “deep foundation” system is required, additional fess may be required.
- The project is not required to be LEED certified; however, sustainable design elements and concepts will be incorporated where appropriate for the project.

- This project will be designed and constructed according to the 2017 Ohio Building Code (effective November 1, 2017), ASHRAE 90.1-2010/2012 IECC, and current editions of all other applicable codes.
- Existing utilities of adequate size and capacity are available to serve the new facilities. Extensions of public utilities, beyond the right of way, is not included in this scope of services.
- The selection, purchase, and installation of furniture and equipment will be the responsibility of others.
- We will complete the application(s) and submit for the general building permit. The Owner shall be responsible for all fees associated with the general building permit. All other permits and approvals, including associated fees, will be the responsibility of the Contractor.

The disciplines listed below will provide various levels of service throughout the major phases of the project. These phases include:

- Program Verification and Concept Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding and Contract Negotiation
- Construction Administration

The following is a listing of scope by project phase, which applies to all disciplines of work. See specific discipline descriptions following the project phase listing for additional scope details.

Program Verification and Concept Design:

1. Utilizing the concepts and preliminary programming information developed by Gro Development, we will revisit the overall project vision to verify its relevance, and establish baseline goals and strategies.
2. Evaluate existing space allocations and adjacencies, which may include conducting interviews and focus group discussions to garner input on the current vision and goals.
3. Verify that basic arrangements of the spatial elements and functions are still valid, and make determinations of what revisions need to be incorporated.
4. Evaluate the site, and potential constraints, based on current vision, goals, and information to determine siting requirements.
5. Develop revised diagrammatic floor plans and site plans as required to bring project into alignment with current vision/goals.
6. Develop conceptual sketches and three-dimensional models to communicate the ideas and forms of the site and building.
7. There may be a need for “town hall” style meetings to garner public/community input and buy-in for the project.
8. Using current information and input received from all parties, develop an order-of-magnitude project budget range based on typical costs per square foot.
9. Present the finalized programming, concept design, and order-of-magnitude budget to the City for approval.

Schematic Design Phase

1. Review zoning code and verify compliance requirements.

2. Complete preliminary code review and develop compliance strategy.
3. Refine diagrammatic and concept floor plans to create schematic space plans. Coordinate with Owner's equipment and furniture needs.
4. Refine concept building elevations into schematic elevations and three-dimensional models.
5. Refine and develop schematic site plans.
6. Develop schematic structural framing plans.
7. Develop schematic mechanical, electrical, and plumbing systems.
8. Refine order-of-magnitude project budget
9. Present the finalized schematic design and option of cost to the City for approval.

Design Development Phase

1. Code compliance review and initial meeting with building code officials to present project.
2. Initial finish and building materials selections and development.
3. Development of structural systems.
4. Development of major building sections and wall sections. Interface with structural systems.
5. Development of mechanical, electrical, and plumbing systems.
6. Create initial outline specifications.
7. Refine schematic opinion of cost, in conjunction with Construction Manager, into design development level opinion of construction cost.
8. Present the finalized design development and option of construction cost to the City for approval.

Construction Documents Phase

1. Finalize systems design and integration with others.
2. Complete required plans, elevations, sections, details, schedules, and specifications.
3. Provide a final opinion of construction costs.
4. Provide documents, stamped and signed by registered professionals, as required by the code officials having jurisdiction over the project. Answer all questions from these officials in order to secure the required permits for the project. Payment of all permit fees will be the responsibility of the City.

Bidding and Contract Negotiation Phase

Assist the Construction Manager and City with the following, as needed or requested:

1. Answer legitimate requests for information from bidders regarding the content of our documents during the bidding period.
2. Attend pre-bid meeting for bidders.
3. Issue addenda required for bidding clarification during the bidding period.

Construction Administration Phase

1. Attend a pre-construction meeting with the City, Construction Manager, and contractors.
2. Review contractor submittals and shop drawings.
3. Review contractor requests for payment and make recommendations on payment.
4. Perform weekly site visits to observe progress of the project and attend progress meetings. These visits will be performed by various members of the design team, as appropriate for the construction activities underway at the time.
5. Review, and advise on, change order requests and other similar administrative actions during the course of the project.

6. Perform a walk-through review with the Construction Manager, City, and contractors at the “substantial completion” point and document all discrepancies and/or items to be completed. Attend additional walk-through to verify that uncompleted items and corrections have been completed.
7. Issue final Certificate of Completion, and perform all other required A/E closeout procedures.
8. Produce final Record Drawings from contractor as-built documents. Provide one copy of Record Drawings to the City.

Basic Services:

Architectural Design includes: Building code compliance and interface with building code officials; standard zoning submittals and approvals; development of plans and spatial relationships; building massing and siting; interior design with architectural finishes selection; wayfinding and signage; development of elevations; materials development and selection; plans, sections, details, and specifications required for construction.

Civil Engineering includes: Topographic survey, site grading; erosion control and drainage; pavement design; site geometrics; including considerations for traffic movement on the site; plans, sections, details, and specifications required for construction.

Structural Engineering includes: Building code compliance; foundation design; floor, wall and roof framing design; plans, sections, details, and specifications required for construction.

Landscape Architecture includes: Preliminary site concept; design collaboration; presentation site plan; plantscape and hardscape plans; details and specifications required for construction.

Mechanical, Electrical, Plumbing, Fire Protection and Communication Technology Engineering and Lighting Design includes: Building code compliance; HVAC system selection and development; electrical power distribution and lighting design; domestic water and sanitary sewer design; communication technology design; plans, sections, details, and specifications required for construction.

Aquatics Design includes: pool design to include an Indoor Lap Pool, Indoor Leisure Pool and Outdoor Leisure Pool. Pool design will also include site amenities such as water features, diving boards, timing and scoreboard equipment, waterslides, and pool mechanical equipment.

Additional Pre-Construction Services:

Geotechnical Engineering includes: The drilling and sampling of exploratory soil borings, laboratory testing, evaluation by a professional geotechnical engineer, and delivering the findings and opinions of the work to the design team.

Surveying includes: Complete additional field topographic survey efforts as needed to supplement existing survey data.

Environmental Investigation includes: Study of the ecosystem and wildlife of the area and the impact that a construction project will have on the area.

Hazardous Materials Investigation includes: An analysis of the structures to be revovated to test for asbestos or other hazardous materials.

Traffic Study includes: Traffic Study for Community Center impact to signal operations on Main Street

Our Basic Services Fee for the Professional Services for the Reynoldsburg Community Center and site is as follows:

Lump Sum Fee	\$ 2,200,000
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Additional pre-construction services to complete the basic services for the community center are as follows:

1. Geotechnical investigation:	Lump Sum Fee	\$ 12,000
2. Site Survey:	Lump Sum Fee	\$ 11,500
3. Traffic Study:	Lump Sum Fee	\$ 20,500
4. Environmental Investigation:	Lump Sum Fee	\$ TBD
5. Hazardous Materials Investigation:	Lump Sum Fee	\$ TBD

Total Basic Services Fee:	Lump Sum Fee	\$ 2,244,000
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Reimbursables Allowance	\$ 50,000
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OPTIONAL SERVICES: CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION FOR OPTIONAL SCOPE OF WORK

Optional Design Services:

a. Demolition Documents of Existing Facilities including the house, pool buildings, pools, and associated parking lot:

Estimated Design Fee:	\$ 12,000
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b. Additional Design and Construction Phase Management throughout all phases of the project, including assistance with the selection of the Construction Manager:

Estimated Service Fee:	\$ 152,900
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Optional Design Services are to be selected by owner individually and will be included in the contract.

Additional services to complete the Optional Design services are as follows:

1. Geotechnical investigation:	Lump Sum Fee	\$ TBD
2. Site Survey:	Lump Sum Fee	\$ TBD
3. Environmental Investigation for Optional Item a. above:	Lump Sum Fee	\$ 14,300

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

DATE: **July 10, 2017****TO:** **Finance Committee****RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND TO AN ACCOUNT IN THE CITY AUDITOR
DEPARTMENT AND DECLARING AN EMERGENCY.

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

Request Council appropriate \$20,000 from the unappropriated General Fund to Account Number 110.545.5339 Misc Contract Services to pay for rewriting city codes covering Economic Development including CIC's and incentives

City Attorney's Office**Jed Hood****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: July 10, 2017**TO: Finance Committee****RE: AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A JOINT ECONOMIC
DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN
ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO
AND DECLARING AN EMERGENCY. (First Reading 6/26/2017).**

Emergency/Suspension: Emergency

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

See attached.

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

_____, 2017

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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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 _____, 2017, 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 - 3 (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 155+/- 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. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

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

(Remainder of Page Intentionally Left Blank)

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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.

“Fire District” means the West Licking Joint Fire District.

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

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

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

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

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

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

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

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

“State” means the State of Ohio.

“SWLSD” means the Southwest Licking Local School District,

“SWLSD Payment” means the amount described in Sections 4.2.4.1. 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 - 3.” 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, including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1 and 2, involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

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

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

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A" 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 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

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

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" 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. 715.72(P)(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. 715.72(P)..

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings 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 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity, 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 and to improve the economic welfare of the people of the Township.

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

(End of Article III)

ARTICLE IV

JEDD INCOME TAX

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

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

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the

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

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

The City shall establish the JEDD 3 Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD 3 Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

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

- 4.2.1. From the Gross Revenue, paid in the following order of priority:
 - 4.2.1.1. Pay the SWLSD Payment as provided for in Section 4.3;
 - 4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board and for the long-term maintenance of the District, in an amount not less than one percent (1%) and not to exceed two percent (2%) of the Gross Revenue;
 - 4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD Income Tax (currently through the Regional Income Tax Agency), provided, however, that the Administrator shall pay such reasonable and necessary out of pocket expenses for any increased costs payable to RITA associated

with the enforcement or collection of the income tax from the District, upon approval of the Contracting Parties.

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

4.2.2. From the Net Revenue:

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

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

4.2.2.3. Five percent (5%) to the West Licking Joint Fire District (the “Fire District”), to be used exclusively for the benefit of the JEDD 3 property and surrounding area and Etna Township. In order to receive and continue to receive such funding, the Fire District shall provide an annual report on January 1st of each calendar year to the JEDD District Board and the Township Board of Trustees, which details how said funds have been utilized for the preceding calendar year. Failure to utilize such funds in compliance with this Section may result in the termination or reduction of such funding upon the adoption of a resolution regarding the same by the Township Board of Trustees. In such event, any such revenue resulting from such reduction or termination shall be added to and become a part of the revenue paid to the Township under Section 4.2.2.4. hereof. In the further event that legislation is hereafter adopted by the Ohio General Assembly requiring reimbursement of Township Fire and Emergency Medical Service revenue foregone due to the establishment of Tax Increment Financing, then, and in that event, no revenue shall thereafter be paid under this section to the Fire District, and such revenue shall be added to and become a part of the revenue paid to the Township under Section 4.2.2.2. hereof.

4.2.2.4. Five percent (5%) to the Licking County Transportation Improvement District (“TID”), provided, however, that should the TID cease to exist during the term of this Contract, the payment otherwise to be made to the TID shall be made directly to the Licking County Engineer;

4.2.2.5. Five percent (5%) to the Career and Technology Centers of Licking County (“C-Tech”);

4.2.2.6. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners. Upon expiration of thirty (30) years from the effective date of the JEDD Contract, ten percent (10%) to the Licking County Commissioners.

4.2.2.7. 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 4.2.2.6.

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 3 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 Gross 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 \$2,250,000 (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 under Section 4.2.2.4. hereof.

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 ~~both~~ of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract, ~~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

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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 31st of the same calendar year.

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

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

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

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

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

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

Section 6.6 Annexation, Property Taxes. During the term of this Contract, the City shall not permit or accept the annexation of any properties located within the territory of the 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 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

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

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 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: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD 3 Contract- Draft dtd. 6-16-17 (2) (1817 : JEDD Agreement Etna Township)

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

ORDINANCE NO. ____

PASSED

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY

WHEREAS, Etna Township (the “Township”) and the City of Reynoldsburg (the “City”) desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

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

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township’s and the City’s residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the “JEDD Contract”) creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township’s Fiscal Officer and the City’s Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

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. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

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 this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Doug Joseph, President
Reynoldsburg City Council

Approved
Bradley L. McCloud, Mayor

Approved as to form:
James E. Hood, City Attorney

Attest:
April Beggerow, City Council Clerk

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

CERTIFICATE

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

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

Attachment: JEDD I Ordinance (1817 : JEDD Agreement Etna Township)

City of Reynoldsburg

JAMES E. HOOD

Reynoldsburg City Attorney

7232 E Main St
Reynoldsburg OH 43068
phone: 614- 322-6803

To: Members of City Council

From: Jed Hood

CC: Mayor Brad McCloud, Auditor Dick Harris, Development Director Dan Havener

Date: June 23, 2017

Re: Jedd 3 Summary of Terms

JEDD 3 Summary of Terms

- JEDD Board will adopt a resolution to levy an income tax rate of 2% in the District based on the income of persons working within the District and on the net profits of businesses located within the District
- Unless otherwise agreed, the City shall not grant any credits, abatements, or reductions in the income tax to be collected within the District.
- The City Auditor shall be the Administrator of the income tax of the District
- Reynoldsburg will have 1 Board representative
- Distribution of GROSS revenues:

1. 20% to Southwest Licking School District (SWLSD) for 15 years not to exceed a total of 2.25 million dollars
 2. 1-2% to JEDD Board for expenses
 3. 3% to Reynoldsburg to pay for expense of tax collection (RITA)
 4. Expenses incurred by contract parties to establish the JEDD
- Distribution of the NET revenues:
 1. 15% to Reynoldsburg
 2. 20% to the JEDD Board Improvement Account
 3. 5% to the West Licking Joint Fire District to be used exclusively for the benefit of the JEDD 3 property and surrounding area and Etna Township
 4. 5% to the Licking County Transportation Improvement District (TID)
 5. 5% to the Career and Technology Education Center (C-TEC)
 6. 15% to Licking County Commissioners for 30 years, 10% thereafter
 7. Remainder paid to Etna Township
 - Term 50 years, will be automatically renewed for another 50 years unless terminated by any of the parties
 - Creation of Community Reinvestment Area Agreement
 1. Approved by Licking County Commissioners
 2. Approved by SWLSD
 3. CRG (Developer) agrees to establish an industrial park by constructing new buildings with, cumulatively, approximately 1 million to 2 million square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing and/or professional office space. (Estimated at 75-100 million dollar investment)
 4. Creation of approximately 200-400 full-time permanent employee positions with a total annual payroll of approximately 4 to 8 million dollars
 5. County grant of property tax exemption (100% for 15 years)
 - Creation of a Development and Compensation Agreement

1. County agree to CRAA
2. City and Township agree to JEDD 3 contract
3. Township agree to tax increment financing (TIF) resolution
4. CRG agrees to expend up to 8.5 million dollars to construct public infrastructure improvements within the JEDD

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: **July 10, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH
EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID
DOCUMENTS FOR PINE QUARRY BRIDGE REPLACEMENT AND APPROPRIATING
FUNDS THEREFORE. (Second Reading 6/26/2017).

Authorize Mayor to enter into contract with EMH&T , 5500 New Albany Rd., Columbus, OH 43054, for engineering, plans, prepare bid document, supply bid documents for distribution, advertise for bids, and preparation of bid tabs for Pine Quarry Bridge Replacement.

Request appropriation of \$39,985.00 from the unappropriated CIP Fund 410 to account number 410.000.0143.5659, Pine Quarry Park Improvements.

June 6, 2017

Ms. Donna Bauman
Director of Parks and Recreation
City of Reynoldsburg
7232 East Main St
Reynoldsburg, OH 43068

**Re: Pine Quarry Park Bridge Replacements
Proposal for Professional Services**

Dear Ms. Bauman:

EMH&T is pleased to present a proposal for construction plan preparation, permitting assistance, and bidding services for replacement of two pedestrian bridges in Pine Quarry Park. Our understanding of the project is as follows:

- Replacement of two existing pedestrian bridges that were originally installed in August of 1980.
- Addition of rock channel protection along the bridge abutments to protect against erosion and scour of the bridge foundations.
- Replacement/restoration of aggregate trail along the approaches to each bridge structure.
- Parking lot improvements to include pavement resurfacing and retaining wall replacement.
- The City has submitted this project for Ohio Department of Natural Resources Recreational Trails and Clean Ohio Trails funding with a total estimated project cost of \$314,000.

SCOPE OF SERVICES

EMH&T will provide engineering and surveying services necessary to prepare construction plans and specifications for the storm sewer improvements. The scope of services will include:

1. Environmental Permitting
 - a. Prepare U.S. Army Corps of Engineer's Nationwide Permit Application (404 Permit)
 - i. Conduct a field investigation to determine the location and extent of Waters of the United States, including streams/wetlands in Pine Quarry Park in the area of the two (2) walking trail stream crossings. Identify any potential jurisdictional areas with flagging tape or other such marker.
 - ii. Assess all the quality and physical characteristics of potential streams and wetland features using the Ohio Rapid Assessment Method (ORAM) for Wetlands and the Headwater Habitat Evaluation Index (HHEI) and/or the Qualitative Habitat Evaluation Index (QHEI) for the streams in the area.
 - iii. Complete a field assessment of the biological condition of the stream via biological sampling of fish, i.e., seine-net sampling, and macroinvertebrates, i.e. using the Headwater Macroinvertebrate Field Evaluation Index (HMFEL) in the area of the stream crossings.

- iv. Survey wetland and stream boundaries using a professional survey grade GPS unit and provide a detailed map showing the location of all identified waters found in the immediate area of the walking trail stream crossings.
 - v. Prepare a summary memo of the findings for the walking trail stream crossings. This summary memo will be used by the U.S. Army Corps of Engineers (USACE) to identify jurisdictional waters and wetlands as part of the crossing documentation. Delineation memo submittal to the USACE will be completed as part of the Nationwide Permit #42 Application submittal.
 - vi. EMH&T will stake the Ordinary High Watermark (OHWM).
 - vii. Coordinate with the Ohio Department of Natural Resources (ODNR) to request a National Heritage Database Search.
 - viii. Review the United States Fish and Wildlife Service (USFWS) published list of endangered and threatened species for Ohio to determine what species are listed in the area of Pine Quarry Park and evaluate the two (2) stream crossings suitability for these species critical habitat (required by application process). Through consultation with the USACE and the USFWS it will be determined whether any listed species or potential habitat for such species are present and whether the project has an adverse effect on any such species.
 - ix. Compile all necessary information for and prepare a permit application in compliance with the requirements for a Section 404 Nationwide Permit #42 from the USACE. Report submittal to the USACE.
 - x. Represent the City of Reynoldsburg during the permit review process to the USACE.
- b. Since this corridor is located in the Blacklick Creek Watershed, an individual 401 Water Quality Certification will be required. EMH&T will prepare a, Ohio EPA Director's Authorization Request Form.
- i. Provide a detailed description of the 401 Water Quality Certification conditions not being met by this application and a rationale of how the project will minimally impact water quality, including reasons why the resources are unable to be avoided.
 - ii. Provide comments received from the ODNR and USFWS regarding threatened and endangered species on the site.
 - iii. Provide stream and wetland information including Qualitative Habitat Evaluation Index (QHEI) or Headwater Habitat Evaluation Index (HHEI) forms, biological assessment data, the 10-page ORAM forms and high-resolution color photographs for all streams and wetlands proposed for impact. This information will be collected as part of the stream delineation task.
2. Structural Engineering Support
- a. Coordinate with prefabricated bridge supplier to select a replacement bridge product for each of the two stream crossings. Provide the City with options with respect to aesthetics and finishes.
 - b. Review original bridge design if provided by Continental Bridge Company.
 - c. Assess the existing bridge abutments to determine what modifications (if any) would be necessary to retrofit the abutments to accommodate the new bridge structure.
 - d. Prepare structural details and specifications for inclusion in the construction plan set to include any modifications to the abutments and details for fastening the new bridges to the existing abutments.
3. Construction Documents
- a. Prepare construction plans to include the following elements:
 - i. Due to the dense vegetation and steep elevation changes within Pine Quarry

- Park, a site access and tree clearing plan must be developed to illustrate how the Contractor is to bring the prefabricated bridge to the site.
- ii. Bridge plans will be prepared to show the selected prefabricated bridge along with any necessary modifications to the bridge abutments.
 - iii. Limits of rock channel protection will be shown on the bridge plans.
 - iv. Site restoration plans will be prepared showing trail rehabilitation that will be necessary at each bridge approach section of path.
 - v. Sedimentation and erosion control plans will be prepared.
 - vi. EMH&T will submit to the City of Reynoldsburg a Special Flood Hazard Area Construction Permit for this improvement.
 - vii. EMH&T will prepare and update an opinion of probable cost throughout the course of the design phase.
 - viii. EMH&T will prepare a preliminary and final plan submittal to the City of Reynoldsburg for review and comment prior to finalizing the plan set for bidding.
- b. Parking lot improvement plans will be prepared and included in the bridge construction plan set. These plans will include:
- i. Pavement resurfacing plans
 - ii. Retaining wall replacement plans and details

4. Bidding

- a. EMH&T will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 10 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
- i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation
 - v. Review of bids and formal recommendation of award

SCOPE ASSUMPTIONS

1. The Scope of Services does not include contract administration, inspection services, or any efforts subsequent to the awarding of the Contract. A proposal for construction administration and on-site representation services will be provided to the City when plans are completed and the project is ready for bidding.
2. No topographic survey will be obtained for this project. Plans will be prepared using available County Auditor's topography and GIS information.
3. Subsurface investigations and parking lot pavement coring is assumed to be unnecessary for this improvement.

ENVIRONMENTAL PERMITTING FEES

Please be advised that there will be permitting fees for the Ohio EPA 401 Water Quality Certification. Additionally, the 401 permit will likely require the City to purchase water quality credits and the amount of those will be unknown until the permit application is prepared and the number of credits is negotiated with the Ohio EPA. Therefore, it is not possible for us to include environmental permitting costs in this scope and fee. Based on previous similar projects, we estimate that the permit fees will be approximately \$2,000 for the applications and approximately \$9,000 for stream mitigation, for an approximate total of \$11,000 for this project. Please include this in the City's project budget. Once the fees are determined through the permitting process, we will request that the City provide checks made out to the permitting agencies, which will be submitted with the final application materials.

City of Reynoldsburg
Pine Quarry Park

June 6, 2017
Page 4 of 4

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Once the City authorizes work to begin, we will prepare a detailed schedule of work.

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 below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1 – Environmental Permitting Assistance	\$9,830.00
2 – Structural Engineering Support	\$6,694.00
3 – Construction Documents	\$19,646.00
4 – Bidding	\$3,815.00
TOTAL FEE	\$39,985.00

Invoices will be submitted monthly and EMH&T services will be billed according to our contracted rate schedule.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: Proposal - Pine Quarry Park 6.5.17 (1781 : Advertise/Bid Pine Quarry Bridge Replacement)

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****RESOLUTION REQUEST**

DATE: **July 10, 2017****TO:** **Finance Committee****RE:** RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF
REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2018 AND DECLARING AN EMERGENCY. (Second
Reading 6/26/2017).

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

Request Council approve the attached 2018 Tax Budget. This must be approved and effective by July 20, 2017. The President of Council will need to set a Public Hearing

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UND 1
UND 1

TOTAL REVENUE

<u>DESCRIPTION</u>	<u>For 2009 Actual</u>	<u>For 2010 Actual</u>	<u>For 2011 Actual</u>	<u>For 2012 Actual</u>	<u>For 2013 Actual</u>	<u>For 2014 Actual</u>	<u>For 2015 Actual</u>	<u>For 2016 Actual</u>	<u>For 2017 Estimate</u>	<u>For 2018 Estimate</u>
REVENUES										
Local Taxes										
General Property Tax --- Real Estate	277,074	281,616	284,039	248,410	245,164	247,726	241,271	242,331	255,000	255,000
Tangible Personal Property Tax	12,582	12,514	1,813	77	124	12	0	0	0	0
Municipal Income Tax	7,998,393	7,824,045	9,269,311	10,175,369	10,075,605	10,645,209	12,437,681	11,928,194	12,100,000	14,650,000
Other Local Taxes	361,200	421,118	467,430	524,950	541,963	538,770	585,574	653,667	560,450	560,450
Total Local Taxes	8,649,248	8,539,293	10,022,593	10,948,806	10,862,856	11,431,717	13,264,526	12,824,192	12,915,450	15,465,450
Intergovernmental Revenues										
State Shared Taxes and Permits										
Local Government	1,222,155	1,226,621	1,225,654	858,169	652,308	635,743	693,340	680,014	675,000	675,000
Local Government (State Share)	129,879	131,616	126,608	88,051	71,761	70,892	55,707	26,170	70,000	35,000
Estate Tax	548,908	318,601	262,042	471,401	263,113	65,767	8	681	0	0
Cigarette Tax	700	1,427	1,357	1,227	1,259	1,208	1,280	1,160	1,200	1,200
License Tax		0								
Liquor and Beer Permits	41,057	47,031	45,761	48,723	46,545	45,705	46,874	44,087	46,000	46,000
Gasoline Tax		0								
Library and Local Government Support Fund		0								
Property Tax Allocation - Homestead & Rollbac	36,394	37,841	36,830	41,707	40,207	24,530	34,394	34,391	35,000	35,000
Other State Shared Taxes and Permits	2,708	2,429	973	0	0	0	0	0	0	0
Total State Shared Taxes and Permits	1,981,801	1,765,566	1,699,225	1,509,278	1,075,193	843,845	831,603	786,503	827,200	792,200
Federal Grants or Aid	0	0								
State Grants or Aid	63,729	34,234	219,574	12,722	12,895	158,492	30,041	31,329	35,000	35,000
Other Grants or Aid										
Total Intergovernmental Revenues	2,045,530	1,799,800	1,918,799	1,522,000	1,088,088	1,002,337	861,644	817,832	862,200	827,200
Special Assessments	0									
Charges For Services	150,908	166,021	51,846	76,983	96,561	82,980	94,544	76,389	95,200	95,200
Fines, Licenses, and Permits	737,140	781,430	839,528	675,836	826,234	799,162	691,993	646,972	775,000	700,000
Miscellaneous - Interest	471,116	200,101	213,951	154,745	130,015	144,758	175,494	143,680	160,000	145,000
Other Financing Sources:										
Proceeds from Sale of Debt										
Transfers					0					
Advances										
Other sources	329,528	413,298	481,703	629,950	630,497	897,066	1,060,463	881,207	580,700	700,000
TOTAL REVENUE	12,383,471	11,899,943	13,528,420	14,008,320	13,634,251	14,358,020	16,148,664	15,390,272	15,388,550	17,932,850

DESCRIPTION	For 2009 Actual	For 2010 Actual	For 2011 Actual	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Estimate	For 2018 Estimate
EXPENDITURES										
Security of Persons and Property										
Personal Services	6,587,083	6,606,959	6,947,566	7,344,083	7,460,963	7,848,127	8,063,715	8,450,618	8,704,137	8,965,26
Travel Transportation	0									
Contractual Services	477,514	380,736	375,532	435,590	403,013	424,307	452,790	449,467	453,962	458,501
Supplies and Materials	210,922	227,646	271,301	249,118	261,163	242,060	204,791	204,693	206,740	208,807
Capital Outlay	77,850	18,190	112,744	140,205	59,286	190,815	154,327	185,001	60,000	60,000
Total Security of Persons and Property	7,353,369	7,233,531	7,707,143	8,168,996	8,184,425	8,705,309	8,875,623	9,289,779	9,424,838	9,692,569
Public Health Services										
Personal Services	0									
Travel Transportation	0									
Contractual Services	202,756	202,756	205,060	205,667	212,964	219,428	257,940	271,288	300,000	300,000
Supplies and Materials	0									
Capital Outlay	0									
Total Public Health Services	202,756	202,756	205,060	205,667	212,964	219,428	257,940	271,288	300,000	300,000
Leisure Time Activities										
Personal Services	667,455	645,102	671,937	659,661	657,472	741,676	738,369	823,832	865,024	908,275
Travel Transportation	0	0	0	0	0	0	0	0	0	0
Contractual Services	195,673	237,062	225,284	198,134	169,922	194,917	348,041	223,652	225,889	228,147
Supplies and Materials	78,626	92,482	82,756	81,298	100,377	148,567	132,848	169,486	171,181	172,893
Capital Outlay	6,928	21,089	1,162	20,169	24,629	19,994	58,928	263,254	0	0
Total Leisure Time Activities	948,682	995,735	981,139	959,262	952,400	1,105,154	1,278,186	1,480,224	1,262,093	1,309,315
Community Environment										
Personal Services	1,110,083	990,155	677,238	731,011	787,536	759,307	772,115	812,729	853,365	896,034
Travel Transportation	0	0			0		0	0	0	0
Contractual Services	304,951	350,524	403,707	475,324	455,435	470,043	468,472	535,223	540,575	545,981
Supplies and Materials	25,133	25,273	16,735	17,267	16,292	15,956	15,155	15,058	15,209	15,361
Capital Outlay	220	9,332	9,129	191	0	9,950	0	22,382	22,382	22,382
Total Community Environment	1,440,387	1,375,284	1,106,809	1,223,793	1,259,263	1,255,256	1,255,742	1,385,392	1,431,531	1,479,757
Basic Utility Service										
Personal Services										
Travel Transportation										
Contractual Services										
Supplies and Materials										
Capital Outlay										
Total Basic Utility Services										

DESCRIPTION	For 2009 Actual	For 2010 Actual	For 2011 Actual	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Estimate	For 2018 Estimate
EXPENDITURES (Continued)										
Transportation										
Personal Services										
Travel Transportation										
Contractual Services										
Supplies and Materials										
Capital Outlay										
Total Transportation										
General Government										
Personal Services	2,175,524	2,019,962	2,032,618	1,878,630	1,751,248	1,944,286	2,155,011	2,259,542	2,372,519	2,491,145
Travel Transportation	0	0	0	0	0	0	0	0	0	0
Contractual Services	750,872	705,168	921,531	788,706	827,062	964,400	769,461	962,809	972,437	982,161
Supplies and Materials	111,082	109,788	99,178	89,540	93,550	99,389	98,906	92,316	93,239	94,172
Capital Outlay	17,504	16,734	32,538	24,916	71,565	9,805	40,866	78,359	0	0
Total General Government	3,054,983	2,851,652	3,085,865	2,781,792	2,743,425	3,017,880	3,064,244	3,393,026	3,438,195	3,567,478
Debt Service										
Redemption of Principal										
Interest										
Other Debt Service										
Total Debt Service										
Other Uses of Funds										
Transfers	502,000	1,000,000		150,000	250,000		10,000			
Advances	0									
Contingencies	0									
Other Uses of Funds	0									
Total Other Uses of Funds	502,000	1,000,000	0	150,000	250,000	0	10,000	0	0	0
TOTAL EXPENDITURES	13,502,177	13,658,958	13,086,016	13,489,510	13,602,477	14,303,027	14,741,735	15,819,709	15,856,658	16,349,120
Revenues Over (Under) Expenditures	(1,118,706)	(1,759,015)	442,404	518,810	31,774	54,993	1,406,929	(429,437)	(468,108)	1,583,730
Beginning Cash Fund Balance	5,654,638	4,535,932	2,776,917	3,219,321	3,738,132	3,769,906	3,824,899	5,231,828	4,802,391	4,334,283
Ending Cash Fund Balance	4,535,932	2,776,917	3,219,321	3,738,132	3,769,906	3,824,899	5,231,828	4,802,391	4,334,283	5,918,013
Estimated Encumbrances (outstanding at year end)	295,864	333,296	325,827	329,824	425,682	269,171	403,065	518,275	325,000	400,000
Estimated Ending Unencumbered Fund Balance	4,240,068	2,443,621	2,893,494	3,408,308	3,344,224	3,555,728	4,828,763	4,284,116	4,009,283	5,518,013

<u>DESCRIPTION</u>	For 2009 <u>Actual</u>	For 2010 <u>Actual</u>	For 2011 <u>Actual</u>	For 2012 <u>Actual</u>	For 2013 <u>Actual</u>	For 2014 <u>Actual</u>	For 2015 <u>Actual</u>	For 2016 <u>Actual</u>	For 2017 <u>Estimate</u>	For 2018 <u>Estimate</u>
REVENUE										
Real Estate & Public Utility Taxes	191,000	193,616	195,181	169,997	166,829	170,706	165,775	165,894	170,000	165,000
Tangible Personal Property Tax	9,399	9,371	7,227	4,623	2,377	2,292	1,142	0	2,500	0
Trailer Tax	338	196	309	332	343	301	313	365	400	400
Real Property Tax - Homestead	25,149	25,208	25,164	14,415	17,911	34,517	22,079	22,037	20,000	20,000
TOTAL REVENUE	225,886	228,391	227,881	189,367	187,460	207,816	189,309	188,296	192,900	185,400
EXPENDITURES										
Police Pension Expenses	302,895	277,876	233,232	192,705	192,743	192,970	162,740	162,761	163,000	163,000
TOTAL EXPENDITURES	302,895	277,876	233,232	192,705	192,743	192,970	162,740	162,761	163,000	163,000
Revenues Over (Under) Expenditures	(77,009)	(49,485)	(5,351)	(3,338)	(5,283)	14,846	26,569	25,535	29,900	22,400
Beginning Cash Fund Balance	160,740	83,731	34,246	28,895	25,557	20,274	35,120	61,689	87,224	117,124
Ending Cash Fund Balance	83,731	34,246	28,895	25,557	20,274	35,120	61,689	87,224	117,124	139,524
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	83,731	34,246	28,895	25,557	20,274	35,120	61,689	87,224	117,124	139,524

DESCRIPTION	For 2009 Actual	For 2010 Actual	For 2011 Actual	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Estimate	For 2018 Estimate
REVENUE										
Real Estate & Public Utility Tax	0									
Tangible Personal Property Tax	0									
Trailer Tax	0									
Real Property Tax - Rollback	0									
Sale of Bonds	0							35,942		
Sale of Notes										
Operating Transfers	300,000	300,000	150,000	150,000	250,000		0	0	100,000	100,000
Operating Transfers - Income Tax	1,333,066	1,304,007	1,544,885	1,695,895	1,679,268	1,774,201	2,072,947	1,988,032	1,800,000	1,980,000
Interest Earned										
Miscellaneous Reimbursements			176,955	82724		154200				
TOTAL REVENUE	1,633,066	1,604,007	1,871,840	1,928,619	1,929,268	1,928,401	2,072,947	2,023,974	1,900,000	2,080,000
EXPENDITURES										
Registrar/Agent Fees	0			77,800	1,000					
Expense of Issue	0							34320		
G.O. Note - Principal										
G.O. Bond Principal	814,828	1,189,662	1,280,663	1,241,626	1,415,520	1,396,084	1,174,296	986,433	1,328,225	1,482,500
G.O. Note - Interest										
G.O. Bond - Interest	664,052	648,661	621,129	587,780	393,842	360,416	324,594	184,872	194,706	163,200
Payment to Refunded Bond Escrow Agent	0				20,000			311100		
TOTAL EXPENDITURES	1,478,880	1,838,323	1,901,792	1,907,206	1,830,362	1,756,500	1,498,890	1,516,725	1,522,931	1,645,700
Revenues Over (Under) Expenditures	154,186	(234,316)	(29,952)	21,413	98,906	171,901	574,057	507,249	377,069	434,300
Beginning Cash Fund Balance	216,264	370,450	136,134	106,182	127,595	226,501	398,402	972,459	1,479,708	1,856,777
Ending Cash Fund Balance	370,450	136,134	106,182	127,595	226,501	398,402	972,459	1,479,708	1,856,777	2,291,077
Estimated Encumbrances (outstanding at end of year)	148,148	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	222,302	136,134	106,182	127,595	226,501	398,402	972,459	1,479,708	1,856,777	2,291,077

Attachment: 2018 Tax Budget (1774 : 2018 Tax Budget)

14.b.a

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FUND All Funds Not Listed on Exhibits I or II	Estimated	2018	Available	2018 Expenditures & Encumbrances			Estimated
	Unencumbered	Estimated	For	Personal	Other	Total	Unencumbered
	Fund Balance 01/01/18	Receipt	Expenditure	Services			Fund Balance 12/31/18
GOVERNMENTAL:							
SPECIAL SERVICE:							
Income Tax	395,291	600,000	995,291	82,236	300,000	382,236	613,055
Permissive Tax	1,204,384	270,000	1,474,384	0	300,000	300,000	1,174,384
Sewer Capacity	207,720	35,000	242,720	0	35,000	35,000	207,720
Street	2,778,963	1,365,000	4,143,963	560,000	600,000	1,160,000	2,983,963
State Highway	201,497	110,000	311,497		95,000	95,000	216,497
Cops in Schools Grant	0	0	0	0	0	0	0
Cops More	0	0	0	0	0	0	0
G.R.E.A.T. Grant Fund	0	0	0	0	0	0	0
Law Enforcement	265,491	30,000	295,491		35,000	35,000	260,491
Drug Enforcement	49,290	1,000	50,290		1,000	1,000	49,290
Safety Belt Program	4,376	0	4,376		0	0	4,376
DUI Education	7,401	2,500	9,901		2,500	2,500	7,401
Federal Forfeiture	93,230	30,000	123,230		25,000	25,000	98,230
Computerization Needs (court)	150,927	30,000	180,927		15,000	15,000	165,927
Law enforcement Asst Fund	16,770	1,000	17,770		1,000	1,000	16,770
TOTAL SPECIAL REVENUE FUNDS	5,375,340	2,474,500	7,849,840	642,236	1,409,500	2,051,736	5,798,104
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	400,000	570,000	970,000	0	570,000	570,000	400,000
TOTAL DEBT SERVICE FUNDS	400,000	570,000	970,000	0	570,000	570,000	400,000
CAPITAL PROJECT FUNDS							
Capital Improvements	3,401,646	5,550,000	8,951,646	0	5,000,000	5,000,000	3,951,646
Sidewalk Construction	825,815	40,000	865,815	0	1,000	1,000	864,815
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS	4,227,461	5,590,000	9,817,461	0	5,001,000	5,001,000	4,816,461

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01/18	Estimated Receipts 2018	Total Available For Expenditures	2018 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31/18
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	1,224,974	7,000,000	8,224,974	425,000	6,250,000	6,675,000	1,549,974
Sewer	1,411,446	6,100,000	7,511,446	425,000	5,100,000	5,525,000	1,986,446
Utility Deposits	97,138	10,000	107,138	0	10,000	10,000	97,138
Storm Water	1,411,000	1,350,000	2,761,000	275,000	825,000	1,100,000	1,661,000
Solid Waste	807,000	2,000,000	2,807,000		2,000,000	2,000,000	807,000
TOTAL ENTERPRISE FUNDS	4,951,558	16,460,000	21,411,558	1,125,000	14,185,000	15,310,000	6,101,558
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Arts Commission	0	0	0	0	0	0	0
Delinquency Prevention	16,555	0	16,555	0	0	0	16,555
Beautification Commission	0	0	0	0	0	0	0
French Creek Footbridge	3,473	0	3,473	0	0	0	3,473
Supervision and Inspection	100,000	65,000	165,000	0	65,000	65,000	100,000
Plot Grade and Utility	60,000	75,000	135,000	0	60,000	60,000	75,000
Unclaimed Funds	55,000	5,000	60,000	0	15,000	15,000	45,000
Employee Fund	1,200	500	1,700	0	500	500	1,200
School Ski Club	200	0	200	0	0	0	200
Miscellaneous Trust	25,000	350,000	375,000	0	300,000	300,000	75,000
Board of Building Standards	9,000	7,500	16,500	0	7,500	7,500	9,000
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	0
Sewer Capacity Charge - Columbus	26,000	25,000	51,000	0	25,000	25,000	26,000
Engineering Fees/Plan Reviews	100,000	35,000	135,000	0	35,000	35,000	100,000
Taylor Square School TIEF	200,000	2,000,000	2,200,000	0	1,800,000	1,800,000	400,000
Brice - Main TIF	15,000	285,000	300,000	0	275,000	275,000	25,000
Kroger Tif	275,000	50,000	325,000	0	1,000	1,000	324,000
Summit Rd Tif #1	5,100	0	5,100	0	0	0	5,100
Taylor Rd Tif #1	150,000	18,000	168,000	0	300	300	167,700
Taylor Rd Tif #2	14,000	800	14,800	0	50	50	14,750
TOTAL TRUST AND AGENCY FUNDS	1,055,528	2,991,800	4,047,328	0	2,659,350	2,659,350	1,387,978
TOTAL FOR MEMORANDUM ONLY	6,007,086	19,451,800	25,458,886	1,125,000	16,844,350	17,969,350	7,489,536

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2016	Amount Budgeted 2016	Source Fund
TOTAL	0	0	0	

STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGEMENTS

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
N/A	N/A	N/A
TOTAL	N/A	

PURPOSE OF BONDS
AND NOTES

Authority for
Levy Outside
10 Mill Limit

Date of
Issue

Date

Ordinance/
Resolution

Serial
or Term

Rate of
Interest

Amounts of Bonds
& Notes Outstanding
as of 1/1/2018

Amount Required
for Principal and
Interest 2018

Source Fund to Pay
Debt Payments

INSIDE 10 MILL LIMIT

Lancaster Rd Phase 4	7/1/99	2019	Ord 96-96	S	0	17,808	17,808	Debt Retirement
Taylor Square TIEF	4/26/16	2023	Ord 85-15	S	2.163	3,175,000	568,675	TIEF Fund
Cobblestone/Windsor San. Sewer	05/2001	2021	Ord 124-99	S	3	211,729	64,178	Sewer Fund
Public Safety Building	4/26/16	2025	Ord 85-15	S	2.163	3,045,000	420,863	Debt Retirement
Old Reyn North Waterline	7/1/03	2023	Ord 141-99	S	3.0	139,309	25,544	Water Fund
SR 256 Waterline	12/1/03	2023	Ord 103-00	S	3.0	336,561	61,712	Water Fund
Commercial Corridor Rehabilitation	7/1/04	2019	Ord 16-03	S	0	175,000	116,667	Debt Retirement
Commercial Corridor Phase II	6/28/05	2022	Ord 53-05	S	0	618,750	123,750	Debt Retirement
Huber Water Line Replacement	2012	2021	Ord 11-12	S	2.49	424,800	112,878	Water Fund
Commercial Corridor Refunding	2012	2023	Ord 80-12	S	1.7	990,000	191,450	Debt Retirement
Commercial Corridor Refunding	2012	2023	Ord 81-12	S	1.7	485,000	98,625	TIF Fund
Commercial Corridor II Partial Refunding	2012	2025	Ord 81-12	S	1.7	4,735,000	714,595	Debt Retirement
2012 Sewer Rehab and Manhole Project	2012	2022	Ord 39-12	S	2.49	185,700	39,924	Sewer Fund
2017 Stormwater Project	2017	2026	Ord 15-17	S	2.26	995,000	222,487	Stormwater Fund
2017 Main St Waterline Replacement	2017	2026	Ord 16-17	S	2.26	1,355,000	165,623	Water Fund

TOTAL

16,889,657 2,944,779

OUTSIDE 10 MILL LIMIT:

TOTAL

0.00 0.00

Attachment: 2018 Tax Budget (1774 : 2018 Tax Budget)

Development Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: **July 10, 2017****TO:** **Service Committee****RE:** Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 1187.07 Residential Appearance Standards of Chapter 1187 Special Provisions for Residential Uses. (Second Reading 6/26/2017; Planning Commission 6/1/2017).

See the attached document for details of proposed text amendment.

1187.07 RESIDENTIAL APPEARANCE STANDARDS.

(c) General Provisions.

1. The height and bulk of any proposed building and structure on the site should be in scale and in proportion with surrounding structures and not dominate the site or neighborhood. The exterior finish shall not have exposed rough lumber and shall have a minimum of a stucco application, wood or vinyl siding or similar material.

2. All required site plans shall meet or exceed the minimum development standards (i.e., setbacks, open space, lighting standards, minimum parking and loading spaces, and landscaping requirements) established in this Zoning Code.

3. Building elevations, design characteristics and other architectural and aesthetic features shall not be unsightly, undesirable, or obnoxious in appearance; shall create an orderly and aesthetically pleasing environment; and shall be harmonious and compatible with existing development in the area.

4. New development or remodeling shall be designed in such a way as to upgrade the appearance and quality of the area.

6. No continuous wall is allowed to extend for more than 40 feet (40FT) without a recess or change in plane. At least twenty-five percent (25%) of the front facade of any new single or two family dwelling shall be clad in traditional or natural material. Any new multi-family dwelling shall be constructed of a minimum of seventy-five percent (75%) traditional and natural material. Traditional and natural materials shall consist of clay bricks, stone, cultured stone, stucco, and wood or fiber cement board siding.

7. New accessory structures or building additions shall match the existing bulk, color, roof design, architectural treatment, and materials of the main structure on the site.

8. All utility lines and conduit lines shall be incorporated into the building and not permitted on the exterior of any building.

9. Window and door security gates or guards shall not be installed on the exterior of the structure.

Development Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: July 10, 2017**TO: Service Committee****RE:** Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 1183.05 Standards for Development Review of Chapter 1183 Planned Neighborhood Development District and Section 1184.05 Standards for Development Review of Chapter 1184 Planned Commercial Development District. (Second Reading 6/26/2017; Planning Commission 6/1/2017).

See the attached document for details of proposed text amendment .

1183.05 STANDARDS FOR DEVELOPMENT PLAN REVIEW.

(a) Standards for Review. In reviewing and determining whether to recommend approval or disapproval of a Planned Neighborhood Development District, its development plan, ~~and detailed development plan~~ or subsequent site plan, the Planning Commission and City Council shall consider, but shall not be limited to consideration of, the following characteristics of the proposed development:

(1) The comprehensive nature and design of the development or site plans, including appropriate and intentional design of the physical, aesthetic, and economic relationships among its parts.

(2) The suitability of the site proposed for zoning as a Planned Neighborhood Development District, including its location, size, width, relationship to existing development in the community and in abutting communities, natural features, relationship to community plans, and such other characteristics as the Planning Commission and City Council may deem important

1184.05 STANDARDS FOR DEVELOPMENT AND SITE PLAN REVIEW.

(a) Standards for Review. In reviewing and determining whether to recommend approval or disapproval of a Planned Commercial Development District, its development plan, or subsequent site plan, the Planning Commission and City Council shall consider, but shall not be limited to consideration of, the standards of Section 1151.04, Section 1103.12 and the following characteristics of the proposed development:

(1) The comprehensive nature and design of the development or site plans, including appropriate and intentional design of the physical, aesthetic, and economic relationships among its parts.