CITY COUNCIL

Committee Meetings
Regular Council Meeting

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

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

Barth R. Cotner

Monday, July 8, 2019 **Council Chambers**

FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

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

4. NEW LEGISLATION/DISCUSSION ITEMS

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

5. LEGISLATION FOR EMERGENCY ADOPTION

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

b. ORDINANCE AUTHORIZING THE APPROPRIATION OF $4,356.00 FROM AN ACCOUNT IN THE SERVICE DEPARTMENT TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY.

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
June 24, 2019

Chairman Barth R. Cotner called the meeting to order at 7:45 PM

Call to Order - Roll Call

PRESENT: Clemens, Cotner, Luzader, Spalding
ABSENT:

Approval of Agenda

Mr. Cotner: I have one item to add, that is the tax budget for 2020, this came from the public hearing. I would like to add that as item 5b. Ok I will make a motion that we add item 5b, the adoption of the tax budget.

SECONDED BY COUNCILMAN CLEMENS - ALL VOTED IN FAVOR BY VOICE.

Approval of Minutes

a. Finance and Administration Committee – Committee Meeting – June 10, 2019

RESULT:	**ACCEPTED**

LEGISLATION FOR EMERGENCY ADOPTION

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

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 6/24/2019 7:35 PM**
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR SECOND READING

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

Mr. Cotner: If there is no other questions or comments, if we could move this forward this evening as an emergency, that way we can get the positions filled and get people out moving, obviously at the busiest time of the season. I would like to make that change on this, if there are no objections to that thought.

Mr. Luzader: Do you move to amend?

Mr. Cotner: Yes, I just want to make sure kind of again that everyone is on the same page there but if there is no concerns or objections on that, then yea I would like to make an amendment, we pass this with recommendation for adoption as an emergency.

AMENDMENT TO PASS AS AN EMERGENCY SECONDED BY COUNCILMAN LUZADER - ALL VOTED IN FAVOR BY VOICE

Mr. Cotner: Thank you, so that will move to Council with recommendation for adoption as an emergency this evening then.

Mr. Luzader: Excuse me Mr. Cotner, was that a motion just to amend or was that a motion just to send it forward?

Mr. Cotner: We did make that motion to amend so I guess lets make that, good point to clarify, lets make that motion, I'll make the motion now that we send this forward to Council.

RESULT:	**REFERRED TO COUNCIL AS AMENDED [UNANIMOUS]Next: 6/24/2019 7:35 PM**
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding

74-19

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

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 6/24/2019 7:35 PM**
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

Development Department

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

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO:

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

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

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

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

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

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Finance and Administration Committee**

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

Approval:

Completed Brad McCloud	Completed Jed Hood	Pending Stephen Cicak

Emergency/Suspension: Emergency

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

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

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

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

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Finance and Administration Committee**

RE: **This ordinance authorizes the Mayor of the City of Reynoldsburg to enter into a contract with MEEDER INVESTMENT MANAGEMENT. THE TREASURY INVESTMENT BOARD AGREED AND VOTED ON THIS JUNE 25th 2019**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

For the Immediate Financial Investment needs of the City of Reynoldsburg

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

MEEDER
INVESTMENT MANAGEMENT

Meeder Public Funds Advisory

Customized Investment Portfolios

Prepared for

Stephen Cicak
City Auditor
Reynoldsburg, Ohio

AGENDA

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

Firm Overview

Who we are

FIRM OVERVIEW

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

MEEDER INVESTMENT MANAGEMENT

REGISTERED INVESTMENT ADVISOR

Registered Investment Advisor

- Provides full-service investment advice
- Has fiduciary responsibility

Broker

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

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

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

Source: Merriam-Webster

SAMPLE CLIENTS

Ohio City Clients

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

THE MEEDER DIFFERENCE

CUSTOMIZATION

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

HOLISTIC APPROACH

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

INVESTMENT MANAGEMENT

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

ONGOING PARTNERSHIP

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

COMPLIANCE MONITORING

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

MEEDER
INVESTMENT MANAGEMENT

Investment Management Agreement

Meeder Public Funds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEEDER INVESTMENT MANAGEMENT

Meeder Public Funds

Schedule of Fees

As of January, 2019

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

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

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