



City Council
Monday June 26, 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
June 26, 2017

1. Call to Order
2. Roll Call
3. Invocation - Councilman Brett Luzader
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Public Hearing – June 12, 2017
 - b. City Council – Appeal Hearing – June 12, 2017
 - c. City Council – Regular Meeting – June 12, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
 - a. Clerk of Court Report
 - b. Auditor's Reports, May, 2017
9. Reports
10. LEGISLATION FOR ONE READING
 - a. A RESOLUTION APPROVING/DENYING A VARIANCE 7578 E. MAIN STREET, REYNOLDSBURG; APPLICATION 176211 BY EVANS CAPITAL INVESTMENTS. (Held from 6/12/2017).
11. LEGISLATION FOR FIRST READING
 - 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. --- Cotner. Finance Committee.
 - b. 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.
 - c. ORDINANCE AUTHORIZING MAYOR TO PURCHASE VIPER 911 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE.--- Cotner. Finance Committee.

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- d. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH THE CITY OF COLUMBUS. --- Cotner. Finance Committee.
- e. 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.
- f. 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. --- Cotner. Finance Committee.

12. LEGISLATION FOR SECOND READING

- a. 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.
- b. 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. Service Committee.
- c. 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. Service Committee.

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- d. 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.

- e. 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.

- f. 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.

13. LEGISLATION FOR THIRD READING

- a. 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.

ADJOURNMENT

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

President Doug Joseph called the meeting to order at 7:30 PM

PRESENT: Joseph, Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding, McKenzie

ABSENT:

Ordinances

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1193.07 DESIGN STANDARDS OF CHAPTER 1193 HISTORIC OVERLAY DISTRICT. --- Luzader. Service Committee.

Mr. Havener - The item number A ordinance to the amendment code of ordinances the City of Reynoldsburg, Ohio 1193.07 section 1193.07 design standards chapter 1193 historic overlay district its pertaining to the fences allowed within the historic district and its basically giving clarification to the types of materials and the heights of the fence that are being proposed and allowed within the historic district.

Dr. McKenzie - Could you give the rationale for the reason for this change in particular I noticed that you're allowing vinyl fencing in the historic district with this change.

Mr. Havener - Vinyl is basically a material that is easy to maintain, longevity of the material is known to be along time without having to be repainted. As long as its basically providing the appearance of a wood fence is what we're looking for.

Dr. McKenzie - Wants to know why it's acceptable for vinyl fencing in the historic district, but not for the front facade of the buildings in the historic district.

Mr. Havener - It's mainly due to maintaining the appearance of the fence over the length of time.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 7/6/2017 6:00 PM
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ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 TAYLOR ROAD SW, REYNOLDSBURG, OHIO, FROM CC COMMUNITY COMMERCE DISTRICT TO R-4 SINGLE AND TWO-FAMILY RESIDENCE DISTRICT, APPLICANT, CHARLES W. WARNER, JR. --- Luzader. Service Committee.

Mr. Havener - This property is located on the east side of Taylor, just south of the Circle K gas station. The applicant is coming before you tonight and wanting to amend the official zoning as mentioned, taking it from the current cc community commerce district to the R4 single and two family residence district. They are proposing to build a duplex on this property, which is consistent with the adjacent parcels to the south on the same side of the road.

Minutes Acceptance: Minutes of Jun 12, 2017 7:30 PM (Approval of Minutes)

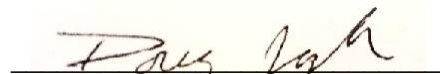
MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

RESULT: **REFERRED TO BOARD/COMMISSION**

Next: 7/6/2017 6:00 PM

Adjournment


April L. Beggerow, Clerk of Council


Doug Joseph, President of Council

Minutes Acceptance: Minutes of Jun 12, 2017 7:30 PM (Approval of Minutes)

MINUTES APPEAL HEARING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

President Doug Joseph called the meeting to order at 7:38 PM

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

ABSENT:

Appeal Hearing

A RESOLUTION APPROVING/DENYING A VARIANCE 7578 E. MAIN STREET, REYNOLDSBURG; APPLICATION 176211 BY EVANS CAPITAL INVESTMENTS.

Mr. Havener - This is a resolution pertaining to the proposed Dollar General Store at the corner of NW quadrant of Waggoner Road and East Main Street. The applicants are here before us and would like to request that we consider the increase in signage from what is approved in the historic district. 18 square feet is what is approved for monument signage within the historic district. The applicant is requesting an increase of 32 square feet to 50 square feet for the monument sign, as well as an increase from 20 square feet for the building signage to an additional 30 square feet to 50 square feet also for the building signage, 50 square feet for the monument signage. Due to the setback of approximately 230 feet from the right away to the building itself, staff seemed to be in agreement with what was being proposed for the building signage. Because of the distance, and typically for a development like this anywhere else in the city, you're looking at approximately 2 square feet for each lineal foot of frontage. If you took that same computation into effect here you would be looking at 85 lineal feet, 2 square feet for each one, you'd be looking at about 170 square feet. There coming before us for 50 square feet. Anything smaller than that staff seemed to think that it would be more or less a postage stamp on the large facade for the building being proposed. On the other hand, the monument signage being proposed, that is something that staff was not in support of due to the fact of the location being proposed, it's right up against just north of the right of way for East Main Street and it sits back about 10 feet from the right of way. It's about 23 feet from the north curb line of East Main Street.

Mr. Joseph - Asked if anyone had questions for Mr. Havener or the Applicant.

Mr. Clemens - It was turned down by the Board of Zoning Commission.

Mr. Havener - That is correct. The Planning and Zoning Commission was in support of the building signage, but they could not come to terms on the monument signage itself, so because they couldn't approve both signage they thought it was best to be deferred to council for their decision.

Mr. Long - Considering the design of the historic district, if we deny this, can the applicant come back, remove the monument sign and then reapply for their sign application for the building.

Mr. Havener - Yes, we can split the two or, if tonight, the council approves one sign and deny them tonight of the other sign.

Minutes Acceptance: Minutes of Jun 12, 2017 7:31 PM (Approval of Minutes)

MINUTES APPEAL HEARING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

Mr. Luzader - Going through the minutes from the design review board, they didn't have a big problem with the building sign and they prefer to have us make the decision. I personally don't have a problem with the building sign. If you look at the drawings and everything else, the cabinet and the grey material around the sign itself is less obtrusive than the yellow and black. If you take into consideration the actual yellow and black, were not even talking 50 square feet and the fact that it is not going to be a cabinet illuminated building, it will be a surface mount and lights shining on the sign itself, I think it will be less obtrusive, especially in the evening, but I do have a problem with the monument sign being 50 square feet.

Mr. Clemens - I have a problem with it period probably because it's there, but we do have a setback and I have no problem with where it's sitting now compared to the other standards tests there. I have no trouble reading the signs on the other buildings, why is this a problem? The problem with changing our restrictions in our overlay, it was put there for a reason, and I think the Board of Zoning even mentioned that. These laws were put there for a reason, I think it was 2006 or 2007. We start chewing up our historical district by giving variances on special exception use permits, once you do it, you've lost all credibility. I've looked at their sign down at Livingston and McNaughten. I don't want anything like that in Reynoldsburg. I think if it were in a different section of town it might be different, but this is the historical district, were trying to upgrade, not downgrade in Reynoldsburg and I think it's time that we take that into consideration. I appreciate the work that the Board of Zoning did on it and I think we should follow suit.

Mr. Luzader - The appeal hearing is for both sides, correct? So, if we want to separate those out tonight how would we do that?

Mr. Joseph - When we get to that place on the council agenda it can be amended.

Alex Frazier (Applicant) - With Hurley and Stewart, 2800 South 11th Street, Kalamazoo, Michigan

Tammy Sheeler (Property Owner) - With Evans Capital Investments, 925 Old Henderson Road, Columbus, Ohio

Alex Frazier (Applicant) - We asked for and were granted a variance for the placement of the building per the historical district. There's a number of large utilities in between the building and the road now that have made it too cost prohibited to place the building there including a 48 inch storm pipe, so we moved the building back and like Mr. Havener said, 230 feet from the back of the curb, a larger sign would be more visible from the distance set back from the road. In regards to the monument sign, the street trees and landscaping required we're having a lot of trouble with visibility, so we wanted to ask for a larger sign. The 50 square foot sign is not ideal. I would like to present council with an 8 x 4, 32 square foot option. We feel that we are addressing your concerns and think that this would be an option, especially given the landscaping. It would mimic the 50 square foot sign as well and also have a brick base and external immunization at the bottom.

MINUTES APPEAL HEARING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

Tammy Sheeler (Property Owner) - I just want to give you a little bit of history about Evans. Evans purchased the center in May of 2001. We have had over the years various parties approach us with interest in the out parcels for the property, but ultimately what's come to pass is that it's cost prohibited, we've also had difficulty bringing in national type tenants. We wanted to let you know that we've spent a lot of money on the center over the years, Evans is a family owned business, and we hold center in our investment portfolio, so we've tried to keep it up to date, make sure that the property is taken care of, not only the exterior of the building, but also the parking lot. Bringing in a tenant, such as Dollar General we think will bring a lot more traffic into the center, it will help economics of the center and it will help keep the center, as well as the tenants in the center viable. We do have concerns given our tenancy over the last 7 or 8 years, we've seen a drop in tenancy, we've made a lot of concessions to tenants, we've made a lot of concessions on our financial statements to keep the center looking good and up to date and were hoping to bring Dollar General in. We know that they do have some requirements to be a tenant as do a lot of national type tenants and they have been cooperative, listened to what we have to say, the family wants to make sure the signage looks good. A lot of our signs are driven by our box signs, so the design is very similar. We ask that they consider the long term impact on the center on how it looks and will look in the future. The monument sign on the street I understand that you have concerns about the size. The look of the sign is very nice, it has the up lighting, it has the brick base, it's not a big metal sign, so if you could consider some options Alex has proposed it would be appreciated.

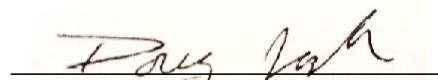
RESULT:

REFERRED TO COUNCIL FROM PUBLI

Next: 6/12/2017 8:00 PM

Adjournment


April L. Beggerow, Clerk of Council


Doug Joseph, President of Council

Minutes Acceptance: Minutes of Jun 12, 2017 7:31 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

President Doug Joseph called the meeting to order at 8:24 PM

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

ABSENT:

Invocation - Councilman Stephen Cicak

Approval of Minutes

All minutes stand approved.

- a. City Council – Public Hearing – May 22, 2017
- b. City Council – Public Hearing – May 22, 2017
- c. City Council – Regular Meeting – May 22, 2017

Approval of Agenda

Addition of item 13h. ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BLACKLICK PROPERTIES LTD. FOR A REYNOLDSBURG POLICE SUBSTATION.

Community Comments and Requests

None

Communications

AUDITOR'S REPORTS, APRIL, 2017

April 2017 Budget by Classification and Departmental Budgets read into the minutes.

Reports

REYNOLDSBURG COMMUNITY CENTER UPDATE

Mr. Sampson introduced John DeGraff, Project Manager, CT Moody-Nolan, and Brian Cridler of the YMCA to discuss highlights of the project schedule for the Reynoldsburg YMCA/Community Center. He stated that the contract was currently in process and will be presented in July once the terms and conditions have been reviewed by the City Attorney.

Mr. DeGraff congratulated the residents for passing the ballot issue in May and said that they have assembled an expert design team for this project. He introduced Howard Blasdel, senior project architect with Moody-Nolan architects and Mark Horton, construction delivery expert with CT Consultants.

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Mr. Cridler stated he has been working with Bill and the team on this project and is really excited with the selection of CT and Moody Nolan both and feels that they have a good working knowledge of the site and a good relationship with YMCAs around the country.

Mr. Blasdel from Moody Nolan also expressed his firms excitement to be involved as one of their specialties is sports and recreation centers so they are excited to be teamed with CT for this project. He presented some boards to show some of the concerns and interests such as sustainability, athletics, and how can the space be opened up to the benefit of the community. He stated they recognize the historical significance of the old pool that is on site and may use design elements of the old pool into the new center.

Mr. DeGraff said the design piece takes roughly 9-12 months to complete and then the big piece is the construction of the project.

Mr. Horton stated that the project timeline includes about 28 months in duration. He presented a timeline for Council which included 9 months of this project and went over that timeline. (Timeline attached).

Mr. Cotner: I just want to say thank you. I love that you said that we're going to have a leader and other communities coming here and we've all believed that Reynoldsburg is still a great community and to hear your attitude come through with that presentation, we're going to have the best facility and we're going to bring this to our community is really exciting. I appreciate the attitude and the energy going forward with this. Thank you.

REPORT OF THE 2017 CHARTER REVIEW COMMISSION

First, I would like to say thank you for the opportunity to serve this city as chair and member of the Charter Review Commission, additionally, I want to thank Libby, Ivan, Craig and Orvell for all of the time and effort that they put into this commission to produce the recommendations we have before you this evening.

These recommendations were produced with input from the public, members of council and the executive branch of our municipal government, and I hope that you will be able to accept our recommendations to help Reynoldsburg become a city of greater respect in the Columbus Metropolitan area. Our recommendations were devised to help make our government leaner, more efficient, less costly and most importantly, especially with a new YMCA coming to town, more business friendly. All the members of the commission have either grown up, raised a family or moved to Reynoldsburg for the opportunities that our city enjoys, and we believe that these recommendations will further that agenda.

Mr. Cotner: I know you all met a lot and worked together and thank you for your time, your thoughtfulness into it and I appreciate your effort you put into it.

Mr. Joseph: Per the rules on consideration of these changes, Council will make a final determination of anything we put on the ballot by our final meeting in July. Finance Committee

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

and Council will have 3 opportunities to review this and decide if any or all are submitted to the ballot for review in November by the voters. That will require 5 votes by Council to put those on the ballot.

Motions

MOTION THAT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR STATEMENTS OF QUALIFICATIONS FOR A COMPREHENSIVE MASTER PLAN. --- Skinner. Community Development Committee.

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

LEGISLATION FOR ONE READING

67-17

A RESOLUTION APPROVING/DENYING A VARIANCE 7578 E. MAIN STREET, REYNOLDSBURG; APPLICATION 176211 BY EVANS CAPITAL INVESTMENTS.

Mr. Joseph: I know there is an interest in amending this item, before we get to that point does anyone have anything further?

Mr. Cotner: I agree a lot to what Mr. Clemens said, we did put our ordinances in and when we pass them for a reason, I don't see a compelling enough case to make a change on an exception with this sign. I think they need to work with what we have in place.

Mr. Joseph: is there a motion approving this issue with amendment?

Mr. Havener: Per my discussion with the City Attorneys, they believe it can be broken up.

Mr. Roth: I don't know the technical way the Council would do this, when Mr. Havener met with me today, it's 2 applications for variances, so I think Council can vote on them separately but somehow we have to figure out how to split the appeal in 2 and vote separately on the 2 sides, but I don't think the 2 of them are lumped together because it's 2 different requests for variance.

Mr. Joseph: So we need verbiage indicating one or the other.

Mr. Long: My question to Mr. Havener, they can reapply, they did make an application for 2 different signs but I was presented with only a single application. I understand what the City Attorney is saying that there are 2 variances, but there was a single application.

Mr. Joseph: If we make them reapply, that's quite a delay. Maybe the better thing to do is postpone to the next meeting and we can see actual verbiage and vote on that.

Mr. Skinner: Or just ask them to amend their application and clean up the thing.

Minutes Acceptance: Minutes of Jun 12, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 12, 2017

Mr. Joseph: I think doing anything but splitting it would add a lot of time to the application. But if Council wants to reject, I'll back up and ask for a motion of denial.

Mr. Long: Matt, you're sure we can split them?

Mr. Roth: I did not know there was 1 application and 2 different variances, I assumed they would be different variance. I don't know for sure. The applicant could amend their application.

Mr. Joseph: We have a lot of options here, looks like that one that is not going to be supported is to approve it as submitted. Do you have a view as to whether you'd like to have the attorneys look at it and look at it in a couple of weeks or do you want to pull back and submit brand new application on each sign or just a single sign, how would you like to proceed.

Mr. Frazier: I think from a timing standpoint, what would be the difference between splitting it now, or are you just not sure...

Mr. Joseph: Because we don't know the exact verbiage it would be difficult tonight to get it right. We could do it at the next meeting and get actual legislation where we could vote on 2 different things or you could submit a new application, but you would know the time.

Mr. Frazier: So we would submit a new application.

Mr. Joseph: It would be 2 different applications, or just one because the one sign doesn't have the support, or come up with something new for the second sign.

Mr. Havener: Because of the legal matters here, I would suggest we get together with the City Attorney and discuss what our options are and review in 2 weeks.

Mr. Luzader: I know for a fact there is a waiting period, I'm not sure if it's 6 months or a year, before they can reapply for a variance.

Mr. Joseph: But does that apply for amending an application?

Mr. Luzader: It would have to be a new application because the BZBA denied this application.

Mr. Joseph: Would it be up to a year if they have to apply?

Mr. Roth: I think if Council votes against it, it's a year. I don't know if it is a year if they withdraw it or amend it. But if there is a vote, and it's turned down, it's a year.

Mr. Joseph: So if we hold it we have options.

Mr. Long: Per the Design Review minutes and them sending it to us, they had no problem with the signage on the building. They had issues with the monument sign at the streets and had no problem with the sign on the building. If this gentleman is willing to prepared to withdraw his application for variance removing it verbally from his application, we then have an application for the signage on the building.

Mr. Roth: that's kind of what I was thinking.

Mr. Long: We will concur with the Design Review Board at that time, we won't be going against the DRB or changing anything.

Mr. Roth: I think he can make a verbal motion to amend before a vote.

Mr. Clemens: The Design Review Board voted them down, they sent it to Council for us to decide. There wasn't any of this half there and half there.

Minutes Acceptance: Minutes of Jun 12, 2017 8:00 PM (Approval of Minutes)

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Mr. Skinner: Can we just pull it and let them figure this out?

Mr. Joseph: Lets just hold it for 2 weeks because we can still say no or reapply rather than making them wait a year to reapply.

RESULT:	ITEM HELD	Next: 6/26/2017 8:00 PM
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51-17

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 39-17 PASSED MAY 8, 2017 AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

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

52-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR THE 2017 STORM SEWER MAINTENANCE PROGRAM, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY.

Mr. Sampson: The lowest bid for this program was Elite Excavating with a base bid of \$583,335.00 and a \$58,334.00 contingency. The project includes stormwater replacement on Graham Road and Creekside Place.

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

53-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR INSPECTION SERVICES FOR THE 2017 STORM SEWER MAINTENANCE PROGRAM, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY

Mr. Sampson: EMH&T will perform the construction management and inspection for the project at a cost of \$78,889.00.

Minutes Acceptance: Minutes of Jun 12, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Skinner, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

54-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR THE ROCKY DEN AREA SEWER REHABILITATION PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY.

Mr. Sampson: The lowest bid for the Rocky Den Area Sewer Rehabilitation Project was Institutorm Technologies with a base bid of \$240,765.00 and a \$24,770.00 contingency. The project includes the Rocky Den area and Red Fox.

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

55-17

AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR INSPECTION SERVICES FOR THE ROCKY DEN AREA SEWER REHABILITATION PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY

Mr. Sampson: EMH&T will perform the construction management and inspection for the project at a cost of \$35,354.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stephen Cicak, Ward I
SECONDER:	Brett Luzader, Ward II
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

56-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR THE 2017 MAIN STREET WATER MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY.

Mr. Sampson: The lowest bid for this program was Rock River Construction with a base bid of \$1,253,417.00 and a \$125,342.00 contingency. The project includes replacing the water main from Lancaster Avenue to Rev Cafe. This is a large project, traffic is going to be an issue and I'm in the process right now of preparing a press realease to the local media identifying to residents that these projects are going on again, particularly the East Main Street project. It's going to

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come in time. We're going to have traffic for an extended period of time probably down to 1 lane on Main Street so we'll do everything possible to make sure that the residents are aware and the public is aware and that safety is maintained.

Mr. Joseph: What is the timetable on that again?

Mr. Sampson: The goal was to start the project later this month for about 6 months.

Mr. Cotner: One lane total or each direction?

Mr. Sampson: One lane each direction and it will be staggered.

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

57-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR INSPECTION SERVICES FOR THE 2017 MAIN STREET WATER MAIN REPLACEMENT PROJECT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY

Mr. Sampson: EMH&T will perform the construction management and inspection for the project at a cost of \$117,825.00.

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

LEGISLATION FOR EMERGENCY ADOPTION

58-17

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT AND DECLARING AN EMERGENCY. (FIRST READING 5/22/2017). --- Cotner. Finance Committee.

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

59-17

AN ORDINANCE TO AMEND SECTIONS 190.01, 190.03 AND 190.04 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, IN ORDER TO INCREASE THE CITY INCOME TAX BY ONE PERCENT (1.0%) FROM THE CURRENT RATE OF ONE AND ONE-HALF PERCENT (1.5%) TO A RATE OF TWO AND ONE-HALF PERCENT (2.5%), BEGINNING JULY 1, 2017, AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

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

LEGISLATION FOR FIRST READING

64-17

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:	REFERRED TO COMMITTEE	Next: 6/26/2017 7:31 PM
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ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 0 GRAHAM ROAD, REYNOLDSBURG, OHIO, FROM R-2 SINGLE FAMILY RESIDENCE DISTRICT TO S-1 SPECIAL DISTRICT; APPLICANT MARK LARRIMER. --- Luzader. Service Committee.

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RESULT: **REFERRED TO PUBLIC HEARING** **Next: 7/10/2017 7:30 PM**

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 6305 E. LIVINGSTON AVENUE, REYNOLDSBURG, OHIO, FROM CC COMMUNITY COMMERCE DISTRICT TO S-1 SPECIAL DISTRICT; APPLICANT MARK LARRIMER. --- Luzader. Service Committee.

RESULT: **REFERRED TO PUBLIC HEARING** **Next: 7/10/2017 7:30 PM**

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 6900 E. MAIN STREET, REYNOLDSBURG, OHIO, FROM CS COMMUNITY SERVICES DISTRICT TO S-1 SPECIAL DISTRICT; APPLICANT MARK LARRIMER. --- Luzader. Service Committee.

RESULT: **REFERRED TO PUBLIC HEARING** **Next: 7/10/2017 7:30 PM**

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 6269-6275 E. MAIN STREET, REYNOLDSBURG, OHIO, FROM CC- COMMUNITY COMMERCE DISTRICT TO CS COMMUNITY SERVICES DISTRICT; APPLICANT SAMMY KANAAN, AGENT FOR OWNER. --- Luzader. Service Committee.

RESULT: **REFERRED TO PUBLIC HEARING** **Next: 7/10/2017 7:30 PM**

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.

RESULT: **REFERRED TO COMMITTEE** **Next: 6/26/2017 7:45 PM**

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: 6/26/2017 7:45 PM**

65-17

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

RESULT:	REFERRED TO COMMITTEE	Next: 6/26/2017 7:45 PM
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LEGISLATION FOR SECOND 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:	REFERRED TO COMMITTEE	Next: 6/26/2017 7:45 PM
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LEGISLATION FOR THIRD READING

60-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 1305 PERMITS AND FEES. (SECOND READING 5/22/2017). --- Long. Safety Committee.

Motion to Amend to the Redraft date of 6/12/2017 by Councilman Long. Second by Councilman Cotner.

Roll called as follows: Long "Aye", Skinner "Aye", Cicak "Aye", Luzader "Aye", Spalding "Aye", Clemens "Aye", Cotner "Aye".

Motion carried.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

61-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 741.05 WAIVER OF CHAPTER 741 SOLICITORS. (SECOND READING 5/22/2017). --- Long. Safety Committee.

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

62-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.02 PLOT PLAN REQUIREMENT OF CHAPTER 913 PRIVATE ROADWAYS. (SECOND READING 5/22/2017). --- Luzader. Service Committee.

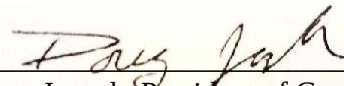
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward II
SECONDER:	Stephen Cicak, Ward I
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

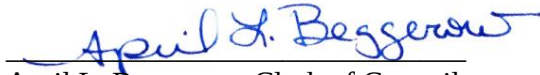
63-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH VERIFIED VOLUNTEERS (BY STERLING TALENT SOLUTIONS). (SECOND READING 5/22/2017). --- Cotner. Finance Committee.

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

Adjournment


Doug Joseph, President of Council


April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Jun 12, 2017 8:00 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

DATE: June 26, 2017**TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING MAY 2017**

I am submitting monies collected from the courts held on 5/4, 5/11, 5/18 and 5/25. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 8,710.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 15,334.00
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Sub-Total (To General Revenue Fund)		\$ 24,044.00
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Computerization Needs Fund	(#211.4510)	\$ 2,060.00
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Enforcement & Education Fund	(#293.4616)	\$ 50.00
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Sub-Total		\$ 2,110.00
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Total Amount Submitted		\$ 26,154.00
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City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 phone****Memo**

DATE: June 26, 2017**TO: City Council****CC:****RE:**



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 111 - Police Division										
EXPENSE										
<i>Personal Services</i>										
5102	Wages-Staff	761,300.00	.00	761,300.00	60,803.39	.00	317,999.83	443,300.17	42	666,370.00
5104	Wages-Part time	119,654.00	.00	119,654.00	5,699.36	.00	49,473.17	70,180.83	41	121,870.00
5105	Overtime	300,000.00	.00	300,000.00	34,594.42	.00	113,965.31	186,034.69	38	373,990.00
5106	Longevity	57,400.00	.00	57,400.00	.00	.00	15,475.00	41,925.00	27	55,750.00
5109	HSA Employer Funding	232,000.00	1,805.83	233,805.83	7,474.50	3,322.83	219,689.89	10,793.11	95	251,910.00
5111	Wages Chief	111,745.00	.00	111,745.00	8,595.80	.00	47,192.70	64,552.30	42	109,430.00
5113	Wages Enforcement	4,641,455.00	.00	4,641,455.00	353,479.47	.00	2,002,246.40	2,639,208.60	43	4,771,950.00
5151	PERS Contribution	124,152.00	.00	124,152.00	9,230.49	.00	50,601.37	73,550.63	41	110,930.00
5152	PFDPF Contribution	792,855.00	.00	792,855.00	76,495.11	.00	415,167.03	377,687.97	52	900,680.00
5155	PERS Pickup	45,419.00	.00	45,419.00	3,346.41	.00	19,175.93	26,243.07	42	43,310.00
5156	PFDPF Pick Up	.00	.00	.00	.00	.00	.00	.00	+++	100.00
5161	Group Insurance	932,260.00	.00	932,260.00	76,069.54	231,850.00	450,950.87	249,459.13	73	958,680.00
5166	Medicare	86,292.00	.00	86,292.00	6,494.13	.00	35,638.54	50,653.46	41	85,590.00
<i>Personal Services Totals</i>		\$8,204,532.00	\$1,805.83	\$8,206,337.83	\$642,282.62	\$235,172.83	\$3,737,576.04	\$4,233,588.96	48%	\$8,450,610.00
<i>Supplies</i>										
5201	Office Supplies	8,500.00	1,369.71	9,869.71	119.69	1,538.36	4,342.61	3,988.74	60	8,320.00
5202	Photo Copy Supplies	3,250.00	1,137.41	4,387.41	.00	1,224.00	1,137.41	2,026.00	54	2,170.00
5203	Computer Supplies	22,360.00	410.71	22,770.71	124.28	3,231.90	2,457.90	17,080.91	25	12,760.00
5205	Small Tools/Minor Equipment	4,750.00	23.99	4,773.99	105.96	1,936.39	1,727.60	1,110.00	77	2,470.00
5206	Evidence	10,000.00	.00	10,000.00	.00	5,000.00	.00	5,000.00	50	.00
5207	Law Enforcement Supplies	67,100.00	9,356.75	76,456.75	3,085.31	29,916.31	20,022.20	26,518.24	65	44,770.00
5213	Repair and Maintenance Supplies	12,095.00	.00	12,095.00	66.91	833.45	666.55	10,595.00	12	4,110.00
5241	Uniforms-Purchased	61,000.00	12,586.44	73,586.44	4,895.64	23,827.52	35,790.91	13,968.01	81	61,970.00
5251	MV Gas and Oil	120,000.00	5,030.47	125,030.47	6,998.89	21,588.34	32,942.13	70,500.00	44	68,080.00
<i>Supplies Totals</i>		\$309,055.00	\$29,915.48	\$338,970.48	\$15,396.68	\$89,096.27	\$99,087.31	\$150,786.90	56%	\$204,690.00
<i>Services</i>										
5311	Utilities	144,530.00	11,131.61	155,661.61	7,275.30	86,876.50	46,348.81	22,436.30	86	106,590.00
5321	Professional Training	34,735.00	2,949.90	37,684.90	1,477.40	9,773.65	6,287.88	21,623.37	43	30,050.00
5323	Publications	2,850.00	.00	2,850.00	151.33	101.43	392.41	2,356.16	17	310.00
5324	Professional Association Dues	2,500.00	.00	2,500.00	.00	650.00	50.00	1,800.00	28	1,280.00
5325	Educational Assistance	10,000.00	1,339.24	11,339.24	1,886.76	.00	3,226.00	8,113.24	28	3,180.00
5339	Misc Contract Services	38,797.00	1,939.88	40,736.88	6,273.35	15,722.56	19,296.96	5,717.36	86	21,070.00
5351	Liability Insurance Deductible	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	10,000.00
5361	Building Repair/Maintenance	43,050.00	13,314.53	56,364.53	567.93	20,593.61	17,394.38	18,376.54	67	42,580.00
5362	Equipment Maintenance	47,987.00	2,820.00	50,807.00	795.90	24,621.43	11,124.97	15,060.60	70	31,450.00
5363	MV Repair/Maintenance-External	11,000.00	.00	11,000.00	25.00	4,726.10	2,625.05	3,648.85	67	7,600.00
5366	Computer Maintenance	1,500.00	.00	1,500.00	.00	.00	700.96	799.04	47	.00



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Services									
5375	Prisoner Care	130,000.00	8,492.50	138,492.50	14,249.14	23,131.78	48,260.72	67,100.00	52	123,240
5391	Postage	4,000.00	7.75	4,007.75	920.21	256.76	2,367.47	1,383.52	65	3,150
5392	Fingerprinting Services	35,000.00	1,214.00	36,214.00	1,292.00	17,712.00	8,498.40	10,003.60	72	30,540
5393	L.E.A.D.S Terminal	8,500.00	.00	8,500.00	.00	4,800.00	2,400.00	1,300.00	85	7,200
5395	Printing/Advertising	11,000.00	.00	11,000.00	146.64	1,583.24	1,405.24	8,011.52	27	9,400
5396	Uniform Cleaning/Repairs	24,000.00	2,772.81	26,772.81	1,404.70	16,083.12	6,889.69	3,800.00	86	17,930
5399	Other Miscellaneous Services	3,000.00	663.86	3,663.86	52.34	2,761.42	402.44	500.00	86	3,830
	Services Totals	\$562,449.00	\$46,646.08	\$609,095.08	\$36,518.00	\$229,393.60	\$177,671.38	\$202,030.10	67%	\$449,460
	Capital Purchases									
5631	Furniture and Fixtures	5,000.00	22,652.47	27,652.47	.00	1,641.27	3,730.64	22,280.56	19	3,490
5632	Motor Vehicles	106,000.00	38,712.99	144,712.99	.00	150,719.00	.00	(6,006.01)	104	156,880
5633	Machinery and Equipment	8,950.00	1,200.00	10,150.00	7,102.84	.00	12,086.09	(1,936.09)	119	2,160
5639	Other Equipment	40,000.00	5,601.88	45,601.88	2,167.29	25,486.59	30,608.84	(10,493.55)	123	22,450
	Capital Purchases Totals	\$159,950.00	\$68,167.34	\$228,117.34	\$9,270.13	\$177,846.86	\$46,425.57	\$3,844.91	98%	\$185,000
	EXPENSE TOTALS	\$9,235,986.00	\$146,534.73	\$9,382,520.73	\$703,467.43	\$731,509.56	\$4,060,760.30	\$4,590,250.87	51%	\$9,289,770
Department 111 - Police Division Totals		(\$9,235,986.00)	(\$146,534.73)	(\$9,382,520.73)	(\$703,467.43)	(\$731,509.56)	(\$4,060,760.30)	(\$4,590,250.87)	51%	(\$9,289,770)

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM Joni Crawford_46101SEH



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 112 - D.A.R.E.										
	EXPENSE									
	Supplies									
5259	Operating Materials and Supplies	.00	1,365.21	1,365.21	.00	.00	.00	1,365.21	0	
	Supplies Totals	\$0.00	\$1,365.21	\$1,365.21	\$0.00	\$0.00	\$0.00	\$1,365.21	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$1,365.21	\$1,365.21	\$0.00	\$0.00	\$0.00	\$1,365.21	0%	\$0.00
	Department 112 - D.A.R.E. Totals	\$0.00	(\$1,365.21)	(\$1,365.21)	\$0.00	\$0.00	\$0.00	(\$1,365.21)	0%	\$0.00

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM Joni Crawford_46101SEH



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 290 - Mechanic										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	88,432.00	.00	88,432.00	6,802.41	.00	37,306.22	51,125.78	42	85,511.00
5105	Overtime	.00	.00	.00	.00	.00	.00	.00	+++	289.00
5106	Longevity	450.00	.00	450.00	.00	.00	.00	450.00	0	450.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	8,000.00
5151	PERS Contribution	12,443.00	.00	12,443.00	952.34	.00	5,192.93	7,250.07	42	12,090.00
5161	Group Insurance	32,578.00	.00	32,578.00	2,716.83	8,440.00	16,300.98	7,837.02	76	35,000.00
5166	Medicare	1,289.00	.00	1,289.00	93.96	.00	515.25	773.75	40	1,170.00
	Personal Services Totals	\$143,192.00	\$0.00	\$143,192.00	\$10,565.54	\$8,440.00	\$67,315.38	\$67,436.62	53%	\$142,080.00
	Supplies									
5201	Office Supplies	100.00	.00	100.00	.00	.00	.00	100.00	0	100.00
5203	Computer Supplies	200.00	.00	200.00	.00	100.00	.00	100.00	50	200.00
5205	Small Tools/Minor Equipment	3,000.00	.00	3,000.00	.00	1,141.81	858.19	1,000.00	67	2,510.00
5213	Repair and Maintenance Supplies	90,000.00	2,258.65	92,258.65	5,936.54	48,215.73	25,358.55	18,684.37	80	63,910.00
5259	Operating Materials and Supplies	6,500.00	810.84	7,310.84	.00	4,292.94	1,987.90	1,030.00	86	6,180.00
	Supplies Totals	\$99,800.00	\$3,069.49	\$102,869.49	\$5,936.54	\$53,750.48	\$28,204.64	\$20,914.37	80%	\$72,610.00
	Services									
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	440.00
5324	Professional Association Dues	.00	.00	.00	.00	600.00	.00	(600.00)	+++	.00
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	1,790.00	210.00	1,000.00	67	1,300.00
5363	MV Repair/Maintenance-External	35,000.00	3,024.38	38,024.38	20.55	19,386.87	7,557.51	11,080.00	71	17,520.00
5397	Uniform Rental	1,200.00	43.52	1,243.52	43.52	1,365.04	228.48	(350.00)	128	550.00
5399	Other Miscellaneous Services	1,500.00	375.00	1,875.00	.00	787.25	487.75	600.00	68	200.00
	Services Totals	\$41,700.00	\$3,442.90	\$45,142.90	\$64.07	\$23,929.16	\$8,483.74	\$12,730.00	72%	\$20,030.00
	Capital Purchases									
5639	Other Equipment	4,200.00	.00	4,200.00	.00	.00	4,159.98	40.02	99	4,200.00
	Capital Purchases Totals	\$4,200.00	\$0.00	\$4,200.00	\$0.00	\$0.00	\$4,159.98	\$40.02	99%	\$4,200.00
	EXPENSE TOTALS	\$288,892.00	\$6,512.39	\$295,404.39	\$16,566.15	\$86,119.64	\$108,163.74	\$101,121.01	66%	\$234,720.00
Department 290 - Mechanic Totals		(\$288,892.00)	(\$6,512.39)	(\$295,404.39)	(\$16,566.15)	(\$86,119.64)	(\$108,163.74)	(\$101,121.01)	66%	(\$234,720.00)

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM Joni Crawford_46101SEH



May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	81,228.00	.00	81,228.00	6,248.40	.00	34,246.16	46,981.84	42	80,611.00
5102	Wages-Staff	305,660.00	.00	305,660.00	23,512.41	.00	128,865.22	176,794.78	42	272,240.00
5104	Wages-Part time	.00	.00	.00	.00	.00	.00	.00	+++	16,040.00
5105	Overtime	15,700.00	.00	15,700.00	1,661.18	.00	3,878.58	11,821.42	25	13,740.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	450.00
5109	HSA Employer Funding	28,000.00	.00	28,000.00	.00	.00	28,000.00	.00	100	28,000.00
5141	Wages-Seasonal Labor	100,000.00	.00	100,000.00	6,024.74	.00	24,730.31	75,269.69	25	70,270.00
5151	PERS Contribution	70,432.00	.00	70,432.00	5,098.28	.00	26,211.13	44,220.87	37	63,630.00
5161	Group Insurance	110,774.00	.00	110,774.00	9,250.75	28,275.00	55,486.88	27,012.12	76	118,940.00
5166	Medicare	7,295.00	.00	7,295.00	525.60	.00	2,693.46	4,601.54	37	6,330.00
<i>Personal Services Totals</i>		\$719,589.00	\$0.00	\$719,589.00	\$52,321.36	\$28,275.00	\$304,111.74	\$387,202.26	46%	\$670,280.00
<i>Supplies</i>										
5201	Office Supplies	2,000.00	342.69	2,342.69	.00	2,314.38	765.22	(736.91)	131	720.00
5203	Computer Supplies	1,500.00	328.55	1,828.55	.00	398.94	429.61	1,000.00	45	420.00
5205	Small Tools/Minor Equipment	4,000.00	799.98	4,799.98	.00	519.82	1,385.38	2,894.78	40	7,990.00
5209	Chemicals	27,500.00	.00	27,500.00	1,315.00	352.00	9,317.44	17,830.56	35	22,110.00
5213	Repair and Maintenance Supplies	53,000.00	7,721.05	60,721.05	5,365.33	15,740.00	28,506.40	16,474.65	73	48,430.00
5215	Recreational Supplies	45,000.00	12,054.03	57,054.03	5,541.24	11,405.39	26,939.27	18,709.37	67	49,520.00
5241	Uniforms-Purchased	.00	.00	.00	.00	380.00	644.00	(1,024.00)	+++	.00
5251	MV Gas and Oil	20,000.00	262.32	20,262.32	1,233.75	1,780.89	2,769.53	15,711.90	22	11,710.00
5252	Aggregates	17,000.00	957.48	17,957.48	2,357.90	1,227.88	5,738.80	10,990.80	39	14,920.00
5259	Operating Materials and Supplies	5,000.00	2,329.94	7,329.94	.00	72.13	2,257.81	5,000.00	32	2,260.00
<i>Supplies Totals</i>		\$175,000.00	\$24,796.04	\$199,796.04	\$15,813.22	\$34,191.43	\$78,753.46	\$86,851.15	57%	\$158,120.00
<i>Services</i>										
5303	Community Events	16,829.00	22.23	16,851.23	471.25	2,618.68	1,832.74	12,399.81	26	9,570.00
5311	Utilities	29,000.00	1,499.64	30,499.64	1,359.85	18,809.81	8,695.35	2,994.48	90	19,980.00
5321	Professional Training	1,500.00	.00	1,500.00	135.00	1,080.00	3,825.00	(3,405.00)	327	1,090.00
5322	Conference/Reimb	5,000.00	835.00	5,835.00	163.72	1,046.67	2,315.91	2,472.42	58	3,920.00
5324	Professional Association Dues	2,000.00	315.00	2,315.00	.00	.00	645.00	1,670.00	28	770.00
5338	Personal Service Contracts	72,000.00	.00	72,000.00	4,849.00	15,014.50	21,360.50	35,625.00	51	58,620.00
5339	Misc Contract Services	97,500.00	10,823.44	108,323.44	32,845.80	21,498.65	61,478.26	25,346.53	77	50,690.00
5361	Building Repair/Maintenance	63,500.00	46,865.00	110,365.00	.00	43,162.00	12,625.00	54,578.00	51	21,550.00
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	2,650.00	640.00	(290.00)	110	430.00
5391	Postage	1,000.00	.00	1,000.00	20.24	.00	134.15	865.85	13	400.00
5395	Printing/Advertising	20,000.00	3,350.00	23,350.00	1,680.00	7,036.66	9,991.42	6,321.92	73	19,010.00
5397	Uniform Rental	3,000.00	226.78	3,226.78	20.85	923.38	553.40	1,750.00	46	1,820.00
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	2,477.30	20.00	2,957.30	7,022.70	30	2,600.00



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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
	EXPENSE									
	Services Totals	\$324,329.00	\$63,937.09	\$388,266.09	\$44,023.01	\$113,860.35	\$127,054.03	\$147,351.71	62%	\$190,510
	Transfers/Other									
5515	Refunds-Fees	.00	.00	.00	1,265.00	.00	4,823.95	(4,823.95)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$1,265.00	\$0.00	\$4,823.95	(\$4,823.95)	+++	\$0
	Capital Purchases									
5632	Motor Vehicles	8,500.00	8,801.52	17,301.52	.00	.00	8,801.52	8,500.00	51	61,950
5633	Machinery and Equipment	.00	13,158.98	13,158.98	.00	.00	13,158.98	.00	100	187,680
5639	Other Equipment	6,600.00	.00	6,600.00	.00	654.10	1,065.99	4,879.91	26	10,740
	Capital Purchases Totals	\$15,100.00	\$21,960.50	\$37,060.50	\$0.00	\$654.10	\$23,026.49	\$13,379.91	64%	\$260,370
	EXPENSE TOTALS	\$1,234,018.00	\$110,693.63	\$1,344,711.63	\$113,422.59	\$176,980.88	\$537,769.67	\$629,961.08	53%	\$1,279,290
Department 340 - Parks and Recreation Totals		(\$1,234,018.00)	(\$110,693.63)	(\$1,344,711.63)	(\$113,422.59)	(\$176,980.88)	(\$537,769.67)	(\$629,961.08)	53%	(\$1,279,290)

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 343 - Senior Center										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	60,051.00	.00	60,051.00	4,619.21	.00	25,317.01	34,733.99	42	57,661
5104	Wages-Part time	58,463.00	.00	58,463.00	4,800.92	.00	25,681.56	32,781.44	44	52,690
5105	Overtime	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,811
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	500
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,000
5141	Wages-Seasonal Labor	.00	.00	.00	.00	.00	.00	.00	+++	1,731
5151	PERS Contribution	17,082.00	.00	17,082.00	1,283.94	.00	7,067.80	10,014.20	41	15,921
5161	Group Insurance	16,378.00	.00	16,378.00	1,367.71	4,470.00	8,206.26	3,701.74	77	17,591
5166	Medicare	1,769.00	.00	1,769.00	134.32	.00	726.98	1,042.02	41	1,621
	Personal Services Totals	\$161,243.00	\$0.00	\$161,243.00	\$12,206.10	\$4,470.00	\$70,999.61	\$85,773.39	47%	\$153,551
	Supplies									
5201	Office Supplies	1,000.00	504.20	1,504.20	.00	.00	504.20	1,000.00	34	361
5203	Computer Supplies	1,500.00	42.49	1,542.49	.00	.00	42.49	1,500.00	3	721
5213	Repair and Maintenance Supplies	8,500.00	250.42	8,750.42	.00	230.02	330.31	8,190.09	6	5,111
5215	Recreational Supplies	4,500.00	585.31	5,085.31	.00	457.19	628.12	4,000.00	21	4,081
5216	Contributed Supplies Purchased	.00	20,700.70	20,700.70	289.12	585.71	1,940.51	18,174.48	12	1,061
5259	Operating Materials and Supplies	.00	1,124.98	1,124.98	.00	25.03	1,274.95	(175.00)	116	
	Supplies Totals	\$15,500.00	\$23,208.10	\$38,708.10	\$289.12	\$1,297.95	\$4,720.58	\$32,689.57	16%	\$11,361
	Services									
5311	Utilities	13,000.00	1,046.97	14,046.97	366.82	9,327.12	3,319.85	1,400.00	90	9,851
5321	Professional Training	300.00	.00	300.00	.00	.00	.00	300.00	0	
5322	Conference/Reimb	300.00	194.00	494.00	.00	.00	194.00	300.00	39	121
5324	Professional Association Dues	150.00	100.00	250.00	.00	.00	100.00	150.00	40	
5339	Misc Contract Services	3,500.00	72.50	3,572.50	.00	1,622.50	880.67	1,069.33	70	12,791
5361	Building Repair/Maintenance	22,000.00	.00	22,000.00	.00	.00	.00	22,000.00	0	8,861
5391	Postage	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,501
	Services Totals	\$40,750.00	\$1,413.47	\$42,163.47	\$366.82	\$10,949.62	\$4,494.52	\$26,719.33	37%	\$33,141
	Capital Purchases									
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	2,871
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,871
	EXPENSE TOTALS	\$217,493.00	\$24,621.57	\$242,114.57	\$12,862.04	\$16,717.57	\$80,214.71	\$145,182.29	40%	\$200,931
Department 343 - Senior Center Totals		(\$217,493.00)	(\$24,621.57)	(\$242,114.57)	(\$12,862.04)	(\$16,717.57)	(\$80,214.71)	(\$145,182.29)	40%	(\$200,930)

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 448 - Service Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	82,680.00	.00	82,680.00	6,360.00	.00	34,857.70	47,822.30	42	83,571.00
5102	Wages-Staff	268,331.00	.00	268,331.00	20,416.28	.00	111,834.90	156,496.10	42	266,941.00
5105	Overtime	3,000.00	.00	3,000.00	63.84	.00	1,333.15	1,666.85	44	8,241.00
5106	Longevity	1,650.00	.00	1,650.00	.00	.00	.00	1,650.00	0	1,650.00
5109	HSA Employer Funding	28,000.00	.00	28,000.00	.00	.00	22,000.00	6,000.00	79	25,551.00
5151	PERS Contribution	49,793.00	.00	49,793.00	3,758.16	.00	20,629.41	29,163.59	41	48,691.00
5161	Group Insurance	114,341.00	.00	114,341.00	7,461.20	23,225.00	44,306.96	46,809.04	59	99,631.00
5166	Medicare	5,157.00	.00	5,157.00	373.62	.00	2,060.82	3,096.18	40	5,021.00
<i>Personal Services Totals</i>		\$552,952.00	\$0.00	\$552,952.00	\$38,433.10	\$23,225.00	\$237,022.94	\$292,704.06	47%	\$539,331.00
<i>Supplies</i>										
5201	Office Supplies	1,500.00	528.77	2,028.77	121.38	563.62	1,111.15	354.00	83	1,360.00
5203	Computer Supplies	1,000.00	231.00	1,231.00	.00	300.00	231.00	700.00	43	741.00
5213	Repair and Maintenance Supplies	15,000.00	818.87	15,818.87	566.63	7,614.87	4,033.55	4,170.45	74	8,031.00
5251	MV Gas and Oil	1,500.00	125.46	1,625.46	35.64	855.91	269.55	500.00	69	351.00
<i>Supplies Totals</i>		\$19,000.00	\$1,704.10	\$20,704.10	\$723.65	\$9,334.40	\$5,645.25	\$5,724.45	72%	\$10,501.00
<i>Services</i>										
5301	Boards/Commissions	750.00	.00	750.00	.00	.00	.00	750.00	0	
5302	Street Lighting	270,000.00	18,498.74	288,498.74	23,084.27	136,367.91	93,130.83	59,000.00	80	209,261.00
5303	Community Events	28,000.00	.00	28,000.00	.00	27,850.00	.00	150.00	99	27,851.00
5311	Utilities	.00	.00	.00	.00	.00	.00	.00	+++	(291.00)
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	150.00	850.00	15	
5322	Conference/Reimb	250.00	.00	250.00	.00	85.00	15.00	150.00	40	115.00
5325	Educational Assistance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
5331	Engineering/Architecture	75,000.00	22,532.12	97,532.12	610.82	73,392.56	2,509.56	21,630.00	78	36,491.00
5339	Misc Contract Services	60,500.00	4,253.95	64,753.95	779.43	31,979.82	8,424.14	24,349.99	62	44,281.00
5362	Equipment Maintenance	4,000.00	95.61	4,095.61	.00	1,074.70	2,115.91	905.00	78	2,231.00
5366	Computer Maintenance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5367	Streetscape Maintenance	108,000.00	41,680.00	149,680.00	7,475.00	53,340.00	34,300.00	62,040.00	59	71,631.00
5374	Emergency Management Services	38,500.00	.00	38,500.00	.00	1,443.00	37,057.00	.00	100	36,601.00
5391	Postage	500.00	.00	500.00	16.10	12.80	134.73	352.47	30	231.00
5395	Printing/Advertising	500.00	375.00	875.00	.00	88.14	542.22	244.64	72	61.00
5397	Uniform Rental	2,500.00	38.58	2,538.58	77.16	2,172.07	366.51	.00	100	1,891.00
5398	Tree/Grass Service	30,000.00	1,885.00	31,885.00	1,820.00	8,935.00	2,950.00	20,000.00	37	21,591.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	25.00	975.00	2	201.00
<i>Services Totals</i>		\$624,000.00	\$89,359.00	\$713,359.00	\$33,862.78	\$336,741.00	\$181,720.90	\$194,897.10	73%	\$452,341.00
EXPENSE TOTALS		\$1,195,952.00	\$91,063.10	\$1,287,015.10	\$73,019.53	\$369,300.40	\$424,389.09	\$493,325.61	62%	\$1,002,174.00
Department 448 - Service Department Totals		(\$1,195,952.00)	(\$91,063.10)	(\$1,287,015.10)	(\$73,019.53)	(\$369,300.40)	(\$424,389.09)	(\$493,325.61)	62%	(\$1,002,174.00)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 479 - Building Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	70,374.00	.00	70,374.00	5,413.40	.00	29,720.80	40,653.20	42	56,741.00
5102	Wages-Staff	168,565.00	.00	168,565.00	11,832.30	.00	66,064.03	102,500.97	39	127,881.00
5105	Overtime	.00	.00	.00	.00	.00	147.41	(147.41)	+++	
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	450.00
5109	HSA Employer Funding	16,000.00	.00	16,000.00	.00	.00	16,000.00	.00	100	17,160.00
5151	PERS Contribution	33,521.00	.00	33,521.00	2,224.74	.00	13,487.07	20,033.93	40	23,901.00
5161	Group Insurance	63,175.00	.00	63,175.00	3,948.82	17,325.00	25,989.10	19,860.90	69	44,650.00
5166	Medicare	3,472.00	.00	3,472.00	241.41	.00	1,338.77	2,133.23	39	2,591.00
<i>Personal Services Totals</i>		\$355,607.00	\$0.00	\$355,607.00	\$23,660.67	\$17,325.00	\$152,747.18	\$185,534.82	48%	\$273,391.00
<i>Supplies</i>										
5201	Office Supplies	2,000.00	220.41	2,220.41	148.70	454.35	516.06	1,250.00	44	1,000.00
5203	Computer Supplies	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	
5241	Uniforms-Purchased	3,000.00	.00	3,000.00	.00	500.00	.00	2,500.00	17	1,920.00
5251	MV Gas and Oil	5,000.00	180.37	5,180.37	230.42	1,171.63	1,008.74	3,000.00	42	1,630.00
<i>Supplies Totals</i>		\$16,000.00	\$400.78	\$16,400.78	\$379.12	\$2,125.98	\$1,524.80	\$12,750.00	22%	\$4,550.00
<i>Services</i>										
5311	Utilities	2,000.00	.00	2,000.00	123.38	507.02	492.98	1,000.00	50	1,380.00
5321	Professional Training	5,000.00	.00	5,000.00	532.90	171.10	1,397.90	3,431.00	31	820.00
5322	Conference/Reimb	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	470.00
5323	Publications	1,500.00	.00	1,500.00	168.50	755.22	244.78	500.00	67	960.00
5324	Professional Association Dues	800.00	.00	800.00	.00	.00	80.00	720.00	10	270.00
5331	Engineering/Architecture	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5339	Misc Contract Services	20,000.00	1,007.50	21,007.50	2,390.00	7,912.75	8,093.75	5,001.00	76	56,890.00
5362	Equipment Maintenance	4,000.00	56.59	4,056.59	213.68	2,818.19	1,238.40	.00	100	2,830.00
5366	Computer Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5376	County Health Services	30,000.00	4,995.00	34,995.00	5,526.00	10,434.00	14,559.00	10,002.00	71	17,770.00
5391	Postage	1,000.00	.00	1,000.00	23.49	.00	171.51	828.49	17	530.00
5395	Printing/Advertising	2,500.00	.00	2,500.00	359.72	268.15	731.85	1,500.00	40	930.00
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	
<i>Services Totals</i>		\$72,300.00	\$6,059.09	\$78,359.09	\$9,337.67	\$22,866.43	\$27,010.17	\$28,482.49	64%	\$82,880.00
<i>Transfers/Other</i>										
5513	Refunds-Permit	.00	.00	.00	.00	.00	45.72	(45.72)	+++	
<i>Transfers/Other Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.72	(\$45.72)	+++	\$0.00
<i>Capital Purchases</i>										
5631	Furniture and Fixtures	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5632	Motor Vehicles	25,000.00	.00	25,000.00	.00	24,139.00	.00	861.00	97	22,380.00



May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 479 - Building Department										
	EXPENSE									
	Capital Purchases Totals	\$27,000.00	\$0.00	\$27,000.00	\$0.00	\$24,139.00	\$0.00	\$2,861.00	89%	\$22,38
	EXPENSE TOTALS	\$470,907.00	\$6,459.87	\$477,366.87	\$33,377.46	\$66,456.41	\$181,327.87	\$229,582.59	52%	\$383,21
Department 479 - Building Department Totals		(\$470,907.00)	(\$6,459.87)	(\$477,366.87)	(\$33,377.46)	(\$66,456.41)	(\$181,327.87)	(\$229,582.59)	52%	(\$383,215

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May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 522 - Mayor										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	97,803.00	.00	97,803.00	7,523.24	.00	41,377.82	56,425.18	42	103,381
5102	Wages-Staff	.00	.00	.00	.00	.00	.00	.00	+++	6,791
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,500
5151	PERS Contribution	13,692.00	.00	13,692.00	1,053.26	.00	5,864.22	7,827.78	43	15,411
5161	Group Insurance	16,169.00	.00	16,169.00	1,346.41	4,155.00	8,078.46	3,935.54	76	19,311
5166	Medicare	1,418.00	.00	1,418.00	107.03	.00	588.66	829.34	42	1,561
<i>Personal Services Totals</i>		\$133,082.00	\$0.00	\$133,082.00	\$10,029.94	\$4,155.00	\$59,909.16	\$69,017.84	48%	\$150,971
<i>Supplies</i>										
5201	Office Supplies	600.00	199.81	799.81	.00	325.00	293.11	181.70	77	361
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	361
<i>Supplies Totals</i>		\$1,100.00	\$199.81	\$1,299.81	\$0.00	\$325.00	\$293.11	\$681.70	48%	\$361
<i>Services</i>										
5311	Utilities	850.00	.00	850.00	65.86	536.86	263.14	50.00	94	850
5322	Conference/Reimb	100.00	.00	100.00	.00	.00	.00	100.00	0	100
5324	Professional Association Dues	1,000.00	.00	1,000.00	500.00	100.00	5,335.00	(4,435.00)	544	1,110
5332	Legal Services	30,000.00	427.50	30,427.50	1,710.00	12,625.00	2,802.50	15,000.00	51	28,630
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	4,700
5391	Postage	250.00	.00	250.00	8.74	.00	42.04	207.96	17	70
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	434.72	565.28	43	2,570
<i>Services Totals</i>		\$38,200.00	\$427.50	\$38,627.50	\$2,284.60	\$13,261.86	\$8,877.40	\$16,488.24	57%	\$37,940
EXPENSE TOTALS		\$172,382.00	\$627.31	\$173,009.31	\$12,314.54	\$17,741.86	\$69,079.67	\$86,187.78	50%	\$189,281
Department 522 - Mayor Totals		(\$172,382.00)	(\$627.31)	(\$173,009.31)	(\$12,314.54)	(\$17,741.86)	(\$69,079.67)	(\$86,187.78)	50%	(\$189,281)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 534 - Civil Service Commission										
EXPENSE										
<i>Personal Services</i>										
5104	Wages-Part time	52,382.00	.00	52,382.00	3,857.21	.00	21,244.92	31,137.08	41	48,451
5151	PERS Contribution	7,333.00	.00	7,333.00	548.43	.00	2,951.50	4,381.50	40	6,611
5166	Medicare	760.00	.00	760.00	55.93	.00	308.06	451.94	41	701
<i>Personal Services Totals</i>		\$60,475.00	\$0.00	\$60,475.00	\$4,461.57	\$0.00	\$24,504.48	\$35,970.52	41%	\$55,771
<i>Supplies</i>										
5201	Office Supplies	600.00	150.52	750.52	.00	400.00	150.52	200.00	73	241
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	
<i>Supplies Totals</i>		\$1,000.00	\$150.52	\$1,150.52	\$0.00	\$400.00	\$150.52	\$600.00	48%	\$241
<i>Services</i>										
5322	Conference/Reimb	600.00	.00	600.00	.00	.00	.00	600.00	0	301
5332	Legal Services	1,000.00	125.00	1,125.00	47.50	530.00	95.00	500.00	56	901
5336	Medical Services/Physical Exams	7,500.00	2,078.00	9,578.00	527.00	1,873.00	4,255.00	3,450.00	64	9,581
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	1,500.00	500.00	3,000.00	40	2,801
5391	Postage	200.00	.00	200.00	2.03	.00	8.93	191.07	4	131
5395	Printing/Advertising	6,000.00	1,200.00	7,200.00	2,488.00	469.98	3,218.02	3,512.00	51	2,861
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	81
<i>Services Totals</i>		\$20,800.00	\$3,403.00	\$24,203.00	\$3,064.53	\$4,372.98	\$8,076.95	\$11,753.07	51%	\$16,671
<i>Capital Purchases</i>										
5631	Furniture and Fixtures	500.00	.00	500.00	.00	.00	.00	500.00	0	
<i>Capital Purchases Totals</i>		\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$1
EXPENSE TOTALS		\$82,775.00	\$3,553.52	\$86,328.52	\$7,526.10	\$4,772.98	\$32,731.95	\$48,823.59	43%	\$72,691
Department 534 - Civil Service Commission Totals		(\$82,775.00)	(\$3,553.52)	(\$86,328.52)	(\$7,526.10)	(\$4,772.98)	(\$32,731.95)	(\$48,823.59)	43%	(\$72,691)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 545 - City Auditor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	79,948.00	.00	79,948.00	6,272.86	.00	34,439.23	45,508.77	43	79,948.00
5102	Wages-Staff	130,549.00	.00	130,549.00	10,043.41	.00	55,045.73	75,503.27	42	127,750.00
5104	Wages-Part time	33,600.00	.00	33,600.00	2,476.53	.00	13,883.54	19,716.46	41	31,820.00
5105	Overtime	2,000.00	.00	2,000.00	.00	.00	32.30	1,967.70	2	1,967.70
5106	Longevity	1,050.00	.00	1,050.00	.00	.00	.00	1,050.00	0	1,050.00
5109	HSA Employer Funding	16,000.00	.00	16,000.00	604.09	.00	15,666.67	333.33	98	12,000.00
5151	PERS Contribution	34,601.00	.00	34,601.00	2,650.59	.00	14,298.77	20,302.23	41	33,190.00
5161	Group Insurance	65,252.00	.00	65,252.00	5,441.83	19,260.00	31,432.40	14,559.60	78	54,240.00
5166	Medicare	3,584.00	.00	3,584.00	262.45	.00	1,450.11	2,133.89	40	3,390.00
	Personal Services Totals	\$366,584.00	\$0.00	\$366,584.00	\$27,751.76	\$19,260.00	\$166,248.75	\$181,075.25	51%	\$343,410.00
	Supplies									
5201	Office Supplies	2,500.00	792.88	3,292.88	.00	1,122.08	854.16	1,316.64	60	310.00
5203	Computer Supplies	3,200.00	374.48	3,574.48	.00	1,500.00	374.48	1,700.00	52	450.00
	Supplies Totals	\$5,700.00	\$1,167.36	\$6,867.36	\$0.00	\$2,622.08	\$1,228.64	\$3,016.64	56%	\$770.00
	Services									
5321	Professional Training	1,350.00	79.00	1,429.00	.00	.00	79.00	1,350.00	6	1,350.00
5322	Conference/Reimb	3,000.00	.00	3,000.00	151.31	566.83	208.17	2,225.00	26	1,590.00
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	100.00
5324	Professional Association Dues	1,100.00	.00	1,100.00	.00	542.00	355.00	203.00	82	880.00
5333	Outside Professional Services	37,500.00	.00	37,500.00	4,145.50	20,795.00	17,115.00	(410.00)	101	36,320.00
5339	Misc Contract Services	11,000.00	3,577.50	14,577.50	.00	14,027.50	3,250.00	(2,700.00)	119	6,710.00
5362	Equipment Maintenance	700.00	.00	700.00	48.87	812.65	244.35	(357.00)	151	1,020.00
5391	Postage	1,800.00	.00	1,800.00	110.82	.00	678.25	1,121.75	38	1,620.00
5395	Printing/Advertising	1,000.00	.00	1,000.00	.00	75.00	.00	925.00	8	1,390.00
5399	Other Miscellaneous Services	13,500.00	.00	13,500.00	572.40	450.00	2,111.71	10,938.29	19	5,180.00
	Services Totals	\$71,050.00	\$3,656.50	\$74,706.50	\$5,028.90	\$37,268.98	\$24,041.48	\$13,396.04	82%	\$54,760.00
	Capital Purchases									
5639	Other Equipment	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	\$0.00
	Capital Purchases Totals	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%	\$0.00
	EXPENSE TOTALS	\$444,334.00	\$4,823.86	\$449,157.86	\$32,780.66	\$59,151.06	\$191,518.87	\$198,487.93	56%	\$398,950.00
Department 545 - City Auditor Totals		(\$444,334.00)	(\$4,823.86)	(\$449,157.86)	(\$32,780.66)	(\$59,151.06)	(\$191,518.87)	(\$198,487.93)	56%	(\$398,950.00)

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May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 554 - City Attorney										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,803.00	.00	97,803.00	7,523.24	.00	41,377.82	56,425.18	42	97,803.00
5102	Wages-Staff	182,585.00	.00	182,585.00	13,924.20	.00	78,076.09	104,508.91	43	175,541.00
5104	Wages-Part time	82,944.00	.00	82,944.00	6,319.80	.00	35,511.99	47,432.01	43	80,300.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5109	HSA Employer Funding	18,000.00	.00	18,000.00	.00	.00	18,000.00	.00	100	16,660.00
5151	PERS Contribution	50,937.00	.00	50,937.00	3,887.41	.00	21,664.47	29,272.53	43	49,170.00
5161	Group Insurance	72,670.00	.00	72,670.00	6,044.20	18,265.00	36,265.20	18,139.80	75	76,230.00
5166	Medicare	5,276.00	.00	5,276.00	388.89	.00	2,171.41	3,104.59	41	4,950.00
	Personal Services Totals	\$510,715.00	\$0.00	\$510,715.00	\$38,087.74	\$18,265.00	\$233,066.98	\$259,383.02	49%	\$501,190.00
	Supplies									
5201	Office Supplies	1,500.00	131.66	1,631.66	239.00	479.91	1,005.75	146.00	91	1,440.00
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	400.00
5205	Small Tools/Minor Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
	Supplies Totals	\$2,400.00	\$131.66	\$2,531.66	\$239.00	\$479.91	\$1,005.75	\$1,046.00	59%	\$1,440.00
	Services									
5321	Professional Training	2,500.00	.00	2,500.00	.00	.00	445.00	2,055.00	18	1,620.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5323	Publications	5,750.00	814.17	6,564.17	446.75	1,088.01	2,686.43	2,789.73	58	5,440.00
5324	Professional Association Dues	1,500.00	.00	1,500.00	210.00	700.00	1,225.00	(425.00)	128	1,220.00
5332	Legal Services	40,000.00	1,126.15	41,126.15	.00	1,538.25	14,647.90	24,940.00	39	34,010.00
5333	Outside Professional Services	14,500.00	833.34	15,333.34	416.67	3,333.36	12,000.02	(.04)	100	13,660.00
5337	Public Defender	5,000.00	670.80	5,670.80	.00	2,091.20	1,579.60	2,000.00	65	2,790.00
5339	Misc Contract Services	1,600.00	.00	1,600.00	.00	818.00	932.00	(150.00)	109	1,500.00
5341	Court Costs and Fees	300.00	.00	300.00	.00	.00	.00	300.00	0	300.00
5366	Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5391	Postage	500.00	.00	500.00	31.13	.00	192.35	307.65	38	450.00
5399	Other Miscellaneous Services	2,500.00	.00	2,500.00	.00	763.15	486.85	1,250.00	50	2,020.00
	Services Totals	\$74,650.00	\$3,444.46	\$78,094.46	\$1,104.55	\$10,331.97	\$34,195.15	\$33,567.34	57%	\$62,740.00
	EXPENSE TOTALS	\$587,765.00	\$3,576.12	\$591,341.12	\$39,431.29	\$29,076.88	\$268,267.88	\$293,996.36	50%	\$565,380.00
Department 554 - City Attorney Totals		(\$587,765.00)	(\$3,576.12)	(\$591,341.12)	(\$39,431.29)	(\$29,076.88)	(\$268,267.88)	(\$293,996.36)	50%	(\$565,380.00)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 571 - City Council										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	60,902.00	.00	60,902.00	5,074.59	.00	25,372.95	35,529.05	42	60,891
5102	Wages-Staff	83,479.00	.00	83,479.00	5,295.48	.00	34,137.41	49,341.59	41	81,681
5109	HSA Employer Funding	6,000.00	.00	6,000.00	.00	.00	6,000.00	.00	100	6,000
5151	PERS Contribution	19,988.00	.00	19,988.00	1,609.72	.00	8,471.74	11,516.26	42	19,891
5161	Group Insurance	26,360.00	.00	26,360.00	609.42	6,675.00	10,916.58	8,768.42	67	26,331
5166	Medicare	2,070.00	.00	2,070.00	145.21	.00	828.34	1,241.66	40	1,991
	Personal Services Totals	\$198,799.00	\$0.00	\$198,799.00	\$12,734.42	\$6,675.00	\$85,727.02	\$106,396.98	46%	\$196,801
	Supplies									
5201	Office Supplies	1,200.00	.00	1,200.00	.00	419.87	374.23	405.90	66	481
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	481
	Supplies Totals	\$1,700.00	\$0.00	\$1,700.00	\$0.00	\$419.87	\$374.23	\$905.90	47%	\$481
	Services									
5321	Professional Training	600.00	.00	600.00	.00	.00	397.00	203.00	66	691
5322	Conference/Reimb	700.00	.00	700.00	.00	.00	414.10	285.90	59	691
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	391
5324	Professional Association Dues	400.00	.00	400.00	.00	.00	.00	400.00	0	391
5339	Misc Contract Services	31,000.00	126.75	31,126.75	857.85	2,752.70	12,819.45	15,554.60	50	19,291
5391	Postage	300.00	.00	300.00	15.92	.00	64.95	235.05	22	131
5395	Printing/Advertising	8,000.00	467.88	8,467.88	208.11	1,615.27	1,352.61	5,500.00	35	5,081
5399	Other Miscellaneous Services	6,000.00	.00	6,000.00	.00	.00	135.20	5,864.80	2	161
	Services Totals	\$47,100.00	\$594.63	\$47,694.63	\$1,081.88	\$4,367.97	\$15,183.31	\$28,143.35	41%	\$25,761
	EXPENSE TOTALS	\$247,599.00	\$594.63	\$248,193.63	\$13,816.30	\$11,462.84	\$101,284.56	\$135,446.23	45%	\$223,051
Department 571 - City Council Totals		(\$247,599.00)	(\$594.63)	(\$248,193.63)	(\$13,816.30)	(\$11,462.84)	(\$101,284.56)	(\$135,446.23)	45%	(\$223,051)

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May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 580 - Development Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	81,834.00	.00	81,834.00	6,294.99	.00	34,501.49	47,332.51	42	78,510
5102	Wages-Staff	83,002.00	.00	83,002.00	5,258.68	.00	33,891.13	49,110.87	41	80,060
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	8,000
5151	PERS Contribution	23,077.00	.00	23,077.00	1,775.42	.00	9,669.17	13,407.83	42	22,080
5161	Group Insurance	31,896.00	.00	31,896.00	1,226.44	8,225.00	14,618.64	9,052.36	72	34,090
5166	Medicare	2,390.00	.00	2,390.00	164.46	.00	968.83	1,421.17	41	2,230
	Personal Services Totals	\$230,199.00	\$0.00	\$230,199.00	\$14,719.99	\$8,225.00	\$101,649.26	\$120,324.74	48%	\$224,990
	Supplies									
5201	Office Supplies	1,500.00	299.14	1,799.14	.00	1,533.55	365.59	(100.00)	106	730
5203	Computer Supplies	1,000.00	116.19	1,116.19	.00	500.00	116.19	500.00	55	730
	Supplies Totals	\$2,500.00	\$415.33	\$2,915.33	\$0.00	\$2,033.55	\$481.78	\$400.00	86%	\$730
	Services									
5301	Boards/Commissions	2,500.00	.00	2,500.00	.00	84.00	416.00	2,000.00	20	400
5311	Utilities	1,750.00	.00	1,750.00	100.87	1,097.48	402.52	250.00	86	1,260
5321	Professional Training	5,000.00	.00	5,000.00	.00	650.00	135.00	4,215.00	16	330
5322	Conference/Reimb	5,000.00	15.00	5,015.00	.00	2,909.63	435.37	1,670.00	67	4,660
5323	Publications	150.00	.00	150.00	.00	100.00	520.00	(470.00)	413	210
5324	Professional Association Dues	2,500.00	.00	2,500.00	.00	1,520.00	1,000.00	(20.00)	101	2,280
5339	Misc Contract Services	50,000.00	639.00	50,639.00	.00	13,124.80	8,614.20	28,900.00	43	15,250
5391	Postage	500.00	.00	500.00	117.60	.00	445.10	54.90	89	490
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	310
	Services Totals	\$68,400.00	\$654.00	\$69,054.00	\$218.47	\$19,485.91	\$11,968.19	\$37,599.90	46%	\$25,240
	EXPENSE TOTALS	\$301,099.00	\$1,069.33	\$302,168.33	\$14,938.46	\$29,744.46	\$114,099.23	\$158,324.64	48%	\$250,960
Department 580 - Development Department Totals		(\$301,099.00)	(\$1,069.33)	(\$302,168.33)	(\$14,938.46)	(\$29,744.46)	(\$114,099.23)	(\$158,324.64)	48%	(\$250,960)

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM Joni Crawford 46101SEH



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 582 - Human Resources Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	77,897.00	.00	77,897.00	5,992.00	.00	32,840.81	45,056.19	42	62,360
5106	Longevity	450.00	.00	450.00	.00	.00	450.00	.00	100	
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	1,500
5151	PERS Contribution	10,969.00	.00	10,969.00	901.88	.00	4,557.16	6,411.84	42	8,680
5161	Group Insurance	7,334.00	.00	7,334.00	614.63	1,935.00	3,687.78	1,711.22	77	5,810
5166	Medicare	1,136.00	.00	1,136.00	85.38	.00	474.43	661.57	42	880
	Personal Services Totals	\$99,786.00	\$0.00	\$99,786.00	\$7,593.89	\$1,935.00	\$44,010.18	\$53,840.82	46%	\$79,250
	Supplies									
5201	Office Supplies	800.00	48.91	848.91	13.22	239.30	159.61	450.00	47	510
5203	Computer Supplies	500.00	.00	500.00	.00	300.00	.00	200.00	60	230
5208	OSHA Supplies	11,000.00	322.23	11,322.23	594.72	1,956.60	4,090.62	5,275.01	53	8,930
	Supplies Totals	\$12,300.00	\$371.14	\$12,671.14	\$607.94	\$2,495.90	\$4,250.23	\$5,925.01	53%	\$9,680
	Services									
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	
5322	Conference/Reimb	300.00	.00	300.00	.00	.00	125.00	175.00	42	150
5323	Publications	200.00	.00	200.00	.00	.00	339.60	(139.60)	170	310
5324	Professional Association Dues	450.00	.00	450.00	.00	.00	399.00	51.00	89	390
5336	Medical Services/Physical Exams	3,000.00	133.66	3,133.66	345.40	1,209.10	1,018.56	906.00	71	1,460
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	1,600.00	.00	3,400.00	32	1,390
5391	Postage	200.00	.00	200.00	6.21	.00	29.56	170.44	15	150
5399	Other Miscellaneous Services	13,000.00	460.95	13,460.95	465.75	1,775.35	8,598.57	3,087.03	77	13,690
	Services Totals	\$22,650.00	\$594.61	\$23,244.61	\$817.36	\$4,584.45	\$10,510.29	\$8,149.87	65%	\$17,570
	EXPENSE TOTALS	\$134,736.00	\$965.75	\$135,701.75	\$9,019.19	\$9,015.35	\$58,770.70	\$67,915.70	50%	\$106,500
Department 582 - Human Resources Department Totals		(\$134,736.00)	(\$965.75)	(\$135,701.75)	(\$9,019.19)	(\$9,015.35)	(\$58,770.70)	(\$67,915.70)	50%	(\$106,500)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 584 - Computer Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	.00	.00	.00	.00	.00	.00	.00	+++	62,811
5102	Wages-Staff	63,076.00	.00	63,076.00	4,852.00	.00	26,638.00	36,438.00	42	61,704
5105	Overtime	.00	.00	.00	250.18	.00	2,078.34	(2,078.34)	+++	5,131
5109	HSA Employer Funding	4,000.00	2,941.40	6,941.40	.00	5,911.19	1,030.21	.00	100	5,201
5151	PERS Contribution	9,531.00	.00	9,531.00	688.83	.00	4,071.70	5,459.30	43	17,871
5161	Group Insurance	16,412.00	.00	16,412.00	1,369.66	4,595.00	8,217.96	3,599.04	78	32,371
5166	Medicare	987.00	.00	987.00	71.89	.00	404.84	582.16	41	1,821
	Personal Services Totals	\$94,006.00	\$2,941.40	\$96,947.40	\$7,232.56	\$10,506.19	\$42,441.05	\$44,000.16	55%	\$186,921
	Supplies									
5201	Office Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	331
5203	Computer Supplies	2,000.00	607.01	2,607.01	79.02	1,357.01	1,370.23	(120.23)	105	991
	Supplies Totals	\$2,500.00	\$607.01	\$3,107.01	\$79.02	\$1,357.01	\$1,370.23	\$379.77	88%	\$1,321
	Services									
5311	Utilities	3,500.00	2,069.46	5,569.46	50.15	2,515.46	274.00	2,780.00	50	1,331
5321	Professional Training	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	4,121
5339	Misc Contract Services	87,000.00	17,295.53	104,295.53	3,180.00	83,856.90	43,819.95	(23,381.32)	122	52,151
5366	Computer Maintenance	164,100.00	14,957.92	179,057.92	2,200.00	57,807.95	83,686.84	37,563.13	79	127,411
5399	Other Miscellaneous Services	.00	268.50	268.50	.00	268.50	.00	.00	100	1,731
	Services Totals	\$259,600.00	\$34,591.41	\$294,191.41	\$5,430.15	\$144,448.81	\$127,780.79	\$21,961.81	93%	\$186,751
	Capital Purchases									
5631	Furniture and Fixtures	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	23,001
5639	Other Equipment	82,500.00	104.00	82,604.00	.00	104.00	9,426.00	73,074.00	12	17,691
	Capital Purchases Totals	\$86,000.00	\$104.00	\$86,104.00	\$0.00	\$104.00	\$9,426.00	\$76,574.00	11%	\$40,691
	EXPENSE TOTALS	\$442,106.00	\$38,243.82	\$480,349.82	\$12,741.73	\$156,416.01	\$181,018.07	\$142,915.74	70%	\$415,701
Department 584 - Computer Department Totals		(\$442,106.00)	(\$38,243.82)	(\$480,349.82)	(\$12,741.73)	(\$156,416.01)	(\$181,018.07)	(\$142,915.74)	70%	(\$415,701)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 593 - Clerk of Courts										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	67,421.00	.00	67,421.00	4,993.99	.00	27,417.98	40,003.02	41	63,750.00
5102	Wages-Staff	75,356.00	.00	75,356.00	5,726.80	.00	31,328.67	44,027.33	42	71,340.00
5104	Wages-Part time	22,277.00	.00	22,277.00	1,805.40	.00	9,912.00	12,365.00	44	18,330.00
5106	Longevity	450.00	.00	450.00	.00	.00	.00	450.00	0	450.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	5,330.00
5151	PERS Contribution	23,171.00	.00	23,171.00	1,753.68	.00	9,546.34	13,624.66	41	20,770.00
5161	Group Insurance	34,462.00	.00	34,462.00	2,882.14	9,010.00	16,920.64	8,531.36	75	26,720.00
5166	Medicare	2,400.00	.00	2,400.00	176.14	.00	961.81	1,438.19	40	2,180.00
	Personal Services Totals	\$233,537.00	\$0.00	\$233,537.00	\$17,338.15	\$9,010.00	\$104,087.44	\$120,439.56	48%	\$208,900.00
	Supplies									
5201	Office Supplies	4,500.00	.00	4,500.00	171.44	1,760.96	1,116.30	1,622.74	64	2,490.00
	Supplies Totals	\$4,500.00	\$0.00	\$4,500.00	\$171.44	\$1,760.96	\$1,116.30	\$1,622.74	64%	\$2,490.00
	Services									
5321	Professional Training	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	
5323	Publications	450.00	195.36	645.36	.00	397.56	247.80	.00	100	230.00
5324	Professional Association Dues	350.00	.00	350.00	225.00	.00	225.00	125.00	64	
5332	Legal Services	56,000.00	8,000.00	64,000.00	3,000.00	42,000.00	23,000.00	(1,000.00)	102	51,500.00
5339	Misc Contract Services	1,000.00	34.00	1,034.00	34.00	726.00	302.50	5.50	99	520.00
5344	Witness Fees	250.00	.00	250.00	.00	.00	18.00	232.00	7	90.00
5362	Equipment Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5377	Municipal Court	25,000.00	.00	25,000.00	.00	20,189.00	4,811.00	.00	100	8,590.00
5391	Postage	1,700.00	.00	1,700.00	112.47	.00	507.86	1,192.14	30	1,180.00
5393	L.E.A.D.S Terminal	600.00	.00	600.00	.00	600.00	.00	.00	100	600.00
5399	Other Miscellaneous Services	2,400.00	45.00	2,445.00	45.00	2,220.00	350.00	(125.00)	105	800.00
	Services Totals	\$90,500.00	\$8,274.36	\$98,774.36	\$3,416.47	\$66,132.56	\$29,462.16	\$3,179.64	97%	\$63,530.00
	EXPENSE TOTALS	\$328,537.00	\$8,274.36	\$336,811.36	\$20,926.06	\$76,903.52	\$134,665.90	\$125,241.94	63%	\$274,930.00
Department 593 - Clerk of Courts Totals		(\$328,537.00)	(\$8,274.36)	(\$336,811.36)	(\$20,926.06)	(\$76,903.52)	(\$134,665.90)	(\$125,241.94)	63%	(\$274,930.00)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 595 - General and Administrative										
EXPENSE										
<i>Personal Services</i>										
5164	Workers Compensation	281,036.00	.00	281,036.00	3,670.00	.00	205,676.74	75,359.26	73	149,801
5165	Unemployment Compensation	25,000.00	4,534.00	29,534.00	2,295.63	3,789.37	10,744.63	15,000.00	49	19,411
<i>Personal Services Totals</i>		\$306,036.00	\$4,534.00	\$310,570.00	\$5,965.63	\$3,789.37	\$216,421.37	\$90,359.26	71%	\$169,212
<i>Supplies</i>										
5202	Photo Copy Supplies	3,500.00	.00	3,500.00	362.00	1,821.68	1,549.16	129.16	96	2,141
<i>Supplies Totals</i>		\$3,500.00	\$0.00	\$3,500.00	\$362.00	\$1,821.68	\$1,549.16	\$129.16	96%	\$2,141
<i>Services</i>										
5301	Boards/Commissions	14,000.00	54.91	14,054.91	697.10	778.39	3,276.52	10,000.00	29	8,331
5311	Utilities	175,000.00	4,804.27	179,804.27	10,315.69	96,452.42	52,851.85	30,500.00	83	138,711
5324	Professional Association Dues	24,000.00	.00	24,000.00	.00	10,179.86	10,161.14	3,659.00	85	22,971
5351	Liability Insurance Deductible	185,000.00	.00	185,000.00	13,398.00	.00	117,509.50	67,490.50	64	112,191
5352	Motor Vehicle Insurance	50,000.00	.00	50,000.00	.00	.00	28,067.00	21,933.00	56	28,921
5353	Employee Fidelity Bond	2,000.00	.00	2,000.00	.00	.00	1,172.00	828.00	59	1,171
5361	Building Repair/Maintenance	110,000.00	12,015.07	122,015.07	187.00	25,160.54	10,005.73	86,848.80	29	63,381
5362	Equipment Maintenance	2,500.00	.00	2,500.00	21.79	1,978.21	21.79	500.00	80	101
5371	Election Expense	60,000.00	.00	60,000.00	.00	.00	.00	60,000.00	0	55,471
5372	Delinquent Tax Advertising	1,000.00	.00	1,000.00	.00	.00	7.43	992.57	1	561
5373	Auditor/Treasurer Fees	8,000.00	.00	8,000.00	1.21	.00	2,593.30	5,406.70	32	3,921
5391	Postage	8,500.00	632.68	9,132.68	1,464.43	2,607.02	1,711.82	4,813.84	47	5,311
5394	Taxes/Assessments-City Property	16,000.00	.00	16,000.00	.00	13,967.34	2,032.66	.00	100	1,971
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	.00	255.00	345.00	9,400.00	6	8,701
<i>Services Totals</i>		\$666,000.00	\$17,506.93	\$683,506.93	\$26,085.22	\$151,378.78	\$229,755.74	\$302,372.41	56%	\$451,761
<i>Capital Purchases</i>										
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	23,251
5639	Other Equipment	13,000.00	.00	13,000.00	1,013.34	7,995.70	5,004.30	.00	100	14,401
<i>Capital Purchases Totals</i>		\$13,000.00	\$0.00	\$13,000.00	\$1,013.34	\$7,995.70	\$5,004.30	\$0.00	100%	\$37,661
EXPENSE TOTALS		\$988,536.00	\$22,040.93	\$1,010,576.93	\$33,426.19	\$164,985.53	\$452,730.57	\$392,860.83	61%	\$660,791
Department 595 - General and Administrative Totals		(\$988,536.00)	(\$22,040.93)	(\$1,010,576.93)	(\$33,426.19)	(\$164,985.53)	(\$452,730.57)	(\$392,860.83)	61%	(\$660,791)

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 810 - Public Health and Welfare										
	EXPENSE									
	Services									
5376	County Health Services	285,500.00	.00	285,500.00	.00	.00	142,749.83	142,750.17	50	271,288
	Services Totals	\$285,500.00	\$0.00	\$285,500.00	\$0.00	\$0.00	\$142,749.83	\$142,750.17	50%	\$271,288
	EXPENSE TOTALS	\$285,500.00	\$0.00	\$285,500.00	\$0.00	\$0.00	\$142,749.83	\$142,750.17	50%	\$271,288
Department 810 - Public Health and Welfare Totals		(\$285,500.00)	\$0.00	(\$285,500.00)	\$0.00	\$0.00	(\$142,749.83)	(\$142,750.17)	50%	(\$271,288)
Fund 110 - General Fund Totals		\$16,658,617.00	\$471,020.13	\$17,129,637.13	\$1,149,635.72	\$2,006,354.95	\$7,139,542.61	\$7,983,739.57		\$15,819,708

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May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 220 - Income Tax Fund										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5000	Contingency Reserve	.00	.00	.00	.00	2,518,581.11	.00	(2,518,581.11)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$2,518,581.11	\$0.00	(\$2,518,581.11)	+++	\$0.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,518,581.11	\$0.00	(\$2,518,581.11)	+++	\$0.00
Department 000 - General	Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,518,581.11)	\$0.00	\$2,518,581.11	+++	\$0.00

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May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 220 - Income Tax Fund										
Department 564 - Income Tax Division										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	61,348.00	.00	61,348.00	4,719.40	.00	25,866.01	35,481.99	42	58,851
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	600
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,000
5151	PERS Contribution	8,673.00	.00	8,673.00	660.72	.00	3,595.86	5,077.14	41	8,283
5161	Group Insurance	7,214.00	.00	7,214.00	604.02	2,005.00	3,624.12	1,584.88	78	7,621
5164	Workers Compensation	2,078.00	.00	2,078.00	.00	.00	2,078.11	(.11)	100	1,680
<i>Personal Services Totals</i>		\$81,913.00	\$0.00	\$81,913.00	\$5,984.14	\$2,005.00	\$37,164.10	\$42,743.90	48%	\$79,051
<i>Supplies</i>										
5201	Office Supplies	250.00	138.69	388.69	.00	250.00	138.69	.00	100	81
5203	Computer Supplies	350.00	51.71	401.71	.00	350.00	51.71	.00	100	141
<i>Supplies Totals</i>		\$600.00	\$190.40	\$790.40	\$0.00	\$600.00	\$190.40	\$0.00	100%	\$231
<i>Services</i>										
5322	Conference/Reimb	700.00	.00	700.00	.00	242.75	82.25	375.00	46	411
5323	Publications	200.00	.00	200.00	.00	200.00	.00	.00	100	141
5324	Professional Association Dues	25.00	.00	25.00	.00	.00	25.00	.00	100	21
5339	Misc Contract Services	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	58,560
5353	Employee Fidelity Bond	75.00	.00	75.00	.00	75.00	.00	.00	100	71
5362	Equipment Maintenance	300.00	.00	300.00	16.29	122.55	81.45	96.00	68	191
5373	Auditor/Treasurer Fees	600.00	.00	600.00	.00	.00	283.36	316.64	47	191
5379	Other Governmental Billings	7,500.00	.00	7,500.00	438.31	.00	2,481.13	5,018.87	33	6,621
5391	Postage	1,000.00	.00	1,000.00	5.25	.00	60.27	939.73	6	121
<i>Services Totals</i>		\$20,400.00	\$0.00	\$20,400.00	\$459.85	\$640.30	\$3,013.46	\$16,746.24	18%	\$66,351
<i>Transfers/Other</i>										
5519	Miscellaneous Costs	6,000.00	.00	6,000.00	(179.67)	.00	1,196.20	4,803.80	20	2,831
5529	Miscellaneous Distributions	345,000.00	.00	345,000.00	37,350.93	.00	172,654.68	172,345.32	50	222,871
5530	Enterprise Zone Payment	650,000.00	.00	650,000.00	156,733.40	4,851.12	318,959.41	326,189.47	50	
<i>Transfers/Other Totals</i>		\$1,001,000.00	\$0.00	\$1,001,000.00	\$193,904.66	\$4,851.12	\$492,810.29	\$503,338.59	50%	\$225,711
EXPENSE TOTALS		\$1,103,913.00	\$190.40	\$1,104,103.40	\$200,348.65	\$8,096.42	\$533,178.25	\$562,828.73	49%	\$371,351
Department 564 - Income Tax Division Totals		(\$1,103,913.00)	(\$190.40)	(\$1,104,103.40)	(\$200,348.65)	(\$8,096.42)	(\$533,178.25)	(\$562,828.73)	49%	(\$371,351)
Fund 220 - Income Tax Fund Totals		\$1,103,913.00	\$190.40	\$1,104,103.40	\$200,348.65	\$2,526,677.53	\$533,178.25	(\$1,955,752.38)		\$371,351

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	66,194.00	.00	66,194.00	5,091.80	.00	27,907.07	38,286.93	42	63,500.00
5102	Wages-Staff	290,355.00	.00	290,355.00	22,178.51	.00	123,682.10	166,672.90	43	279,950.00
5105	Overtime	28,000.00	.00	28,000.00	.00	.00	2,187.21	25,812.79	8	10,060.00
5106	Longevity	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,450.00
5109	HSA Employer Funding	26,000.00	.00	26,000.00	.00	.00	26,000.00	.00	100	24,750.00
5151	PERS Contribution	54,187.00	.00	54,187.00	3,817.82	.00	21,559.73	32,627.27	40	49,080.00
5161	Group Insurance	103,997.00	.00	103,997.00	8,675.05	26,350.00	52,050.32	25,596.68	75	104,850.00
5164	Workers Compensation	12,981.00	.00	12,981.00	.00	.00	12,980.62	.38	100	8,400.00
5166	Medicare	5,420.00	.00	5,420.00	381.06	.00	2,142.47	3,277.53	40	4,940.00
	Personal Services Totals	\$589,634.00	\$0.00	\$589,634.00	\$40,144.24	\$26,350.00	\$268,509.52	\$294,774.48	50%	\$548,000.00
	Supplies									
5201	Office Supplies	2,000.00	49.16	2,049.16	2.98	1,196.75	252.41	600.00	71	1,100.00
5203	Computer Supplies	2,500.00	204.07	2,704.07	256.18	1,343.75	804.14	556.18	79	1,070.00
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	446.03	153.97	900.00	40	350.00
5213	Repair and Maintenance Supplies	500.00	.00	500.00	.00	108.76	91.24	300.00	40	
5241	Uniforms-Purchased	2,000.00	.00	2,000.00	.00	1,380.04	119.96	500.00	75	1,170.00
5251	MV Gas and Oil	45,000.00	2,673.77	47,673.77	1,248.71	15,629.40	7,044.37	25,000.00	48	19,630.00
5252	Aggregates	20,000.00	.00	20,000.00	157.29	5,724.41	775.59	13,500.00	32	13,710.00
5253	Ice Control	140,000.00	23,031.56	163,031.56	.00	.00	68,417.16	94,614.40	42	37,960.00
5259	Operating Materials and Supplies	90,000.00	4,594.36	94,594.36	7,775.53	28,389.34	23,007.18	43,197.84	54	89,810.00
	Supplies Totals	\$303,500.00	\$30,552.92	\$334,052.92	\$9,440.69	\$54,218.48	\$100,666.02	\$179,168.42	46%	\$164,840.00
	Services									
5311	Utilities	19,000.00	1,762.39	20,762.39	519.56	11,226.53	5,558.20	3,977.66	81	9,390.00
5313	Traffic Light Current	12,000.00	433.49	12,433.49	611.91	4,284.22	2,149.27	6,000.00	52	3,710.00
5321	Professional Training	500.00	.00	500.00	.00	.00	150.00	350.00	30	230.00
5322	Conference/Reimb	200.00	.00	200.00	.00	.00	.00	200.00	0	100.00
5324	Professional Association Dues	50.00	.00	50.00	.00	.00	25.00	25.00	50	170.00
5331	Engineering/Architecture	14,000.00	.00	14,000.00	1,751.43	8,299.57	2,700.43	3,000.00	79	
5339	Misc Contract Services	34,500.00	1,441.17	35,941.17	284.12	14,325.27	7,819.95	13,795.95	62	32,530.00
5351	Liability Insurance Deductible	8,600.00	.00	8,600.00	1,065.75	.00	8,600.00	.00	100	8,450.00
5352	Motor Vehicle Insurance	9,600.00	.00	9,600.00	.00	.00	9,600.00	.00	100	9,370.00
5361	Building Repair/Maintenance	10,000.00	391.26	10,391.26	.00	6,408.74	3,778.32	204.20	98	3,180.00
5365	Utility Line Repair/Maintenance	20,000.00	3,652.63	23,652.63	10,390.21	22,609.79	14,042.84	(13,000.00)	155	16,510.00
5391	Postage	100.00	.00	100.00	.00	.00	.92	99.08	1	0.00
5397	Uniform Rental	2,000.00	86.04	2,086.04	59.20	2,618.86	367.18	(900.00)	143	1,150.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	350.50	149.50	500.00	50	440.00
	Services Totals	\$131,550.00	\$7,766.98	\$139,316.98	\$14,682.18	\$70,123.48	\$54,941.61	\$14,251.89	90%	\$85,190.00



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Capital Purchases									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	192,491
5633	Machinery and Equipment	.00	.00	.00	.00	.00	.00	.00	+++	24,041
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	9,991
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$226,531
	EXPENSE TOTALS	\$1,024,684.00	\$38,319.90	\$1,063,003.90	\$64,267.11	\$150,691.96	\$424,117.15	\$488,194.79	54%	\$1,024,582
Department 268 - Street Department Totals		(\$1,024,684.00)	(\$38,319.90)	(\$1,063,003.90)	(\$64,267.11)	(\$150,691.96)	(\$424,117.15)	(\$488,194.79)	54%	(\$1,024,582)
Fund 260 - Street Fund Totals		\$1,024,684.00	\$38,319.90	\$1,063,003.90	\$64,267.11	\$150,691.96	\$424,117.15	\$488,194.79		\$1,024,582

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 270 - State Highway Fund										
Department 268 - Street Department										
	EXPENSE									
	Supplies									
5253	Ice Control	60,000.00	.00	60,000.00	.00	32,668.77	17,331.23	10,000.00	83	50,000.00
5259	Operating Materials and Supplies	10,000.00	.00	10,000.00	.00	7,000.00	.00	3,000.00	70	9,350.00
	Supplies Totals	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$39,668.77	\$17,331.23	\$13,000.00	81%	\$59,350.00
	Services									
5313	Traffic Light Current	12,000.00	490.38	12,490.38	663.95	4,815.88	2,424.50	5,250.00	58	4,360.00
5339	Misc Contract Services	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	14,000.00
5365	Utility Line Repair/Maintenance	9,000.00	.00	9,000.00	.00	7,000.00	.00	2,000.00	78	12,580.00
	Services Totals	\$24,000.00	\$490.38	\$24,490.38	\$663.95	\$13,315.88	\$2,424.50	\$8,750.00	64%	\$17,090.00
	Capital Purchases									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	64,160.00
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$64,160.00
	EXPENSE TOTALS	\$94,000.00	\$490.38	\$94,490.38	\$663.95	\$52,984.65	\$19,755.73	\$21,750.00	77%	\$140,610.00
Department 268 - Street Department Totals		(\$94,000.00)	(\$490.38)	(\$94,490.38)	(\$663.95)	(\$52,984.65)	(\$19,755.73)	(\$21,750.00)	77%	(\$140,610.00)
Fund 270 - State Highway Fund Totals		\$94,000.00	\$490.38	\$94,490.38	\$663.95	\$52,984.65	\$19,755.73	\$21,750.00		\$140,610.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 290 - Law Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	261,775.01	261,775.01	.00	70,877.50	149,816.88	41,080.63	84	23,741
5921	Immobilization Expenses	.00	13,066.54	13,066.54	.00	.00	.00	13,066.54	0	(175)
	Transfers/Other Totals	\$0.00	\$274,841.55	\$274,841.55	\$0.00	\$70,877.50	\$149,816.88	\$54,147.17	80%	\$23,566
	EXPENSE TOTALS	\$0.00	\$274,841.55	\$274,841.55	\$0.00	\$70,877.50	\$149,816.88	\$54,147.17	80%	\$23,566
	Department 111 - Police Division Totals	\$0.00	(\$274,841.55)	(\$274,841.55)	\$0.00	(\$70,877.50)	(\$149,816.88)	(\$54,147.17)	80%	(\$23,567)
	Fund 290 - Law Enforcement Fund Totals	\$0.00	\$274,841.55	\$274,841.55	\$0.00	\$70,877.50	\$149,816.88	\$54,147.17		\$23,566

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 291 - Drug Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	42,874.63	42,874.63	.00	.00	.00	42,874.63	0	4,250
	Transfers/Other Totals	\$0.00	\$42,874.63	\$42,874.63	\$0.00	\$0.00	\$0.00	\$42,874.63	0%	\$4,250
	EXPENSE TOTALS	\$0.00	\$42,874.63	\$42,874.63	\$0.00	\$0.00	\$0.00	\$42,874.63	0%	\$4,250
	Department 111 - Police Division Totals	\$0.00	(\$42,874.63)	(\$42,874.63)	\$0.00	\$0.00	\$0.00	(\$42,874.63)	0%	(\$4,250)
	Fund 291 - Drug Enforcement Fund Totals	\$0.00	\$42,874.63	\$42,874.63	\$0.00	\$0.00	\$0.00	\$42,874.63		\$4,250

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 292 - Safety Belt Program Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	4,376.00	4,376.00	.00	.00	.00	4,376.00	0	
	Transfers/Other Totals	\$0.00	\$4,376.00	\$4,376.00	\$0.00	\$0.00	\$0.00	\$4,376.00	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$4,376.00	\$4,376.00	\$0.00	\$0.00	\$0.00	\$4,376.00	0%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$4,376.00)	(\$4,376.00)	\$0.00	\$0.00	\$0.00	(\$4,376.00)	0%	\$0.00
Fund 292 - Safety Belt Program Fund Totals		\$0.00	\$4,376.00	\$4,376.00	\$0.00	\$0.00	\$0.00	\$4,376.00		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 293 - DUI/Education/Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	9,480.94	9,480.94	.00	.00	.00	9,480.94	0	
	Transfers/Other Totals	\$0.00	\$9,480.94	\$9,480.94	\$0.00	\$0.00	\$0.00	\$9,480.94	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$9,480.94	\$9,480.94	\$0.00	\$0.00	\$0.00	\$9,480.94	0%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$9,480.94)	(\$9,480.94)	\$0.00	\$0.00	\$0.00	(\$9,480.94)	0%	\$0.00
Fund 293 - DUI/Education/Enforcement Fund Totals		\$0.00	\$9,480.94	\$9,480.94	\$0.00	\$0.00	\$0.00	\$9,480.94		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 294 - Federal Forfeiture Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	102,590.09	102,590.09	.00	.00	27,681.06	74,909.03	27	17,682
	Transfers/Other Totals	\$0.00	\$102,590.09	\$102,590.09	\$0.00	\$0.00	\$27,681.06	\$74,909.03	27%	\$17,682
	EXPENSE TOTALS	\$0.00	\$102,590.09	\$102,590.09	\$0.00	\$0.00	\$27,681.06	\$74,909.03	27%	\$17,682
	Department 111 - Police Division Totals	\$0.00	(\$102,590.09)	(\$102,590.09)	\$0.00	\$0.00	(\$27,681.06)	(\$74,909.03)	27%	(\$17,682)
	Fund 294 - Federal Forfeiture Fund Totals	\$0.00	\$102,590.09	\$102,590.09	\$0.00	\$0.00	\$27,681.06	\$74,909.03		\$17,682

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 295 - Law Enforcement Asst Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	21,729.50	21,729.50	.00	.00	.00	21,729.50	0	
	Transfers/Other Totals	\$0.00	\$21,729.50	\$21,729.50	\$0.00	\$0.00	\$0.00	\$21,729.50	0%	\$0.00
	EXPENSE TOTALS	\$0.00	\$21,729.50	\$21,729.50	\$0.00	\$0.00	\$0.00	\$21,729.50	0%	\$0.00
	Department 111 - Police Division Totals	\$0.00	(\$21,729.50)	(\$21,729.50)	\$0.00	\$0.00	\$0.00	(\$21,729.50)	0%	\$0.00
Fund 295 - Law Enforcement Asst Fund	Totals	\$0.00	\$21,729.50	\$21,729.50	\$0.00	\$0.00	\$0.00	\$21,729.50		\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	33,997.00	.00	33,997.00	3,795.90	.00	21,827.91	12,169.09	64	32,641.00
5102	Wages-Staff	240,570.00	.00	240,570.00	18,674.21	.00	101,798.64	138,771.36	42	216,260.00
5105	Overtime	15,400.00	.00	15,400.00	447.47	.00	7,077.72	8,322.28	46	19,650.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5109	HSA Employer Funding	14,000.00	.00	14,000.00	.00	.00	14,000.00	.00	100	14,000.00
5151	PERS Contribution	40,665.00	.00	40,665.00	2,986.39	.00	16,672.07	23,992.93	41	34,800.00
5161	Group Insurance	55,274.00	.00	55,274.00	4,149.65	15,440.00	26,524.79	13,309.21	76	59,590.00
5164	Workers Compensation	9,742.00	.00	9,742.00	.00	.00	9,741.80	.20	100	3,360.00
5166	Medicare	3,460.00	.00	3,460.00	320.77	.00	1,833.62	1,626.38	53	4,090.00
	Personal Services Totals	\$413,608.00	\$0.00	\$413,608.00	\$30,374.39	\$15,440.00	\$199,476.55	\$198,691.45	52%	\$384,920.00
	Supplies									
5201	Office Supplies	5,500.00	.00	5,500.00	254.16	456.07	832.24	4,211.69	23	3,170.00
5203	Computer Supplies	800.00	.00	800.00	.00	337.05	162.95	300.00	62	610.00
5213	Repair and Maintenance Supplies	10,000.00	.00	10,000.00	.00	1,813.46	1,386.54	6,800.00	32	2,320.00
5241	Uniforms-Purchased	900.00	144.99	1,044.99	.00	.00	319.96	725.03	31	680.00
5251	MV Gas and Oil	12,000.00	.00	12,000.00	539.02	2,564.92	2,435.08	7,000.00	42	5,400.00
5252	Aggregates	30,000.00	2,806.19	32,806.19	2,722.73	13,003.63	11,802.56	8,000.00	76	23,130.00
5259	Operating Materials and Supplies	30,000.00	3,482.02	33,482.02	2,819.25	12,620.25	20,559.67	302.10	99	34,490.00
5263	Meters-Resale	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	
	Supplies Totals	\$109,200.00	\$6,433.20	\$115,633.20	\$6,335.16	\$30,795.38	\$37,499.00	\$47,338.82	59%	\$69,820.00
	Services									
5311	Utilities	9,500.00	231.83	9,731.83	434.62	5,060.96	2,520.87	2,150.00	78	5,610.00
5321	Professional Training	1,000.00	.00	1,000.00	.00	700.00	385.00	(85.00)	108	430.00
5322	Conference/Reimb	500.00	.00	500.00	.00	.00	.00	500.00	0	300.00
5323	Publications	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	340.00	.00	340.00	.00	.00	150.00	190.00	44	150.00
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	1,601.18	16,601.18	1,952.65	3,919.40	2,681.78	10,000.00	40	9,510.00
5339	Misc Contract Services	39,000.00	1,441.17	40,441.17	384.12	18,289.01	6,331.21	15,820.95	61	21,140.00
5351	Liability Insurance Deductible	4,000.00	.00	4,000.00	456.75	.00	4,000.00	.00	100	3,930.00
5352	Motor Vehicle Insurance	2,500.00	.00	2,500.00	.00	.00	2,500.00	.00	100	2,340.00
5361	Building Repair/Maintenance	8,000.00	198.67	8,198.67	136.80	1,000.00	807.00	6,391.67	22	5,520.00
5362	Equipment Maintenance	3,900.00	.00	3,900.00	48.88	1,067.60	591.87	2,240.53	43	4,610.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	9,060.00
5365	Utility Line Repair/Maintenance	34,000.00	.00	34,000.00	.00	15,340.00	21,348.80	(2,688.80)	108	43,800.00
5366	Computer Maintenance	12,500.00	.00	12,500.00	974.97	865.03	12,187.97	(553.00)	104	11,850.00

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May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Services									
5378	Columbus Contract	4,840,480.00	.00	4,840,480.00	.00	1,500,000.00	2,108,139.63	1,232,340.37	75	4,429,777.00
5379	Other Governmental Billings	13,500.00	.00	13,500.00	.00	.00	.00	13,500.00	0	13,460.00
5391	Postage	15,500.00	.00	15,500.00	48.46	.00	2,741.66	12,758.34	18	5,511.00
5397	Uniform Rental	1,600.00	54.56	1,654.56	65.33	2,357.28	297.28	(1,000.00)	160	734.00
5399	Other Miscellaneous Services	170,000.00	.00	170,000.00	10,317.44	943.62	20,153.29	148,903.09	12	169,321.00
	Services Totals	\$5,179,020.00	\$3,527.41	\$5,182,547.41	\$14,820.02	\$1,549,542.90	\$2,184,836.36	\$1,448,168.15	72%	\$4,736,841.00
	Capital Purchases									
5631	Furniture and Fixtures	400.00	.00	400.00	.00	.00	.00	400.00	0	330.00
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	46,260.00
5633	Machinery and Equipment	9,000.00	.00	9,000.00	.00	.00	714.50	8,285.50	8	6,140.00
5639	Other Equipment	100,000.00	.00	100,000.00	.00	3,244.41	56,755.59	40,000.00	60	75,220.00
	Capital Purchases Totals	\$109,400.00	\$0.00	\$109,400.00	\$0.00	\$3,244.41	\$57,470.09	\$48,685.50	55%	\$127,960.00
	EXPENSE TOTALS	\$5,811,228.00	\$9,960.61	\$5,821,188.61	\$51,529.57	\$1,599,022.69	\$2,479,282.00	\$1,742,883.92	70%	\$5,319,551.00
Department 735 - Water Division Totals		(\$5,811,228.00)	(\$9,960.61)	(\$5,821,188.61)	(\$51,529.57)	(\$1,599,022.69)	(\$2,479,282.00)	(\$1,742,883.92)	70%	(\$5,319,552.00)

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May, 2017 Departmental Budget

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 710 - Water Fund										
Department 991 - Debt Service										
	EXPENSE									
	<i>Debt Service</i>									
5401	Registrar/Agent/Bank Fees	.00	16,530.00	16,530.00	.00	.00	16,530.00	.00	100	
5414	G. O. Bond-Principal	171,170.00	.00	171,170.00	.00	35,419.22	.00	135,750.78	21	277,671
5424	G. O. Bond-Interest	28,950.00	.00	28,950.00	6,531.27	8,208.61	6,531.27	14,210.12	51	38,190
	<i>Debt Service Totals</i>	\$200,120.00	\$16,530.00	\$216,650.00	\$6,531.27	\$43,627.83	\$23,061.27	\$149,960.90	31%	\$315,872
	EXPENSE TOTALS	\$200,120.00	\$16,530.00	\$216,650.00	\$6,531.27	\$43,627.83	\$23,061.27	\$149,960.90	31%	\$315,872
Department 991 - Debt Service Totals		(\$200,120.00)	(\$16,530.00)	(\$216,650.00)	(\$6,531.27)	(\$43,627.83)	(\$23,061.27)	(\$149,960.90)	31%	(\$315,872)
Fund 710 - Water Fund Totals		\$6,011,348.00	\$26,490.61	\$6,037,838.61	\$58,060.84	\$1,642,650.52	\$2,502,343.27	\$1,892,844.82		\$5,635,422

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	33,997.00	.00	33,997.00	3,795.90	.00	21,827.68	12,169.32	64	32,641.00
5102	Wages-Staff	210,033.00	.00	210,033.00	8,508.40	.00	63,807.11	146,225.89	30	200,291.00
5105	Overtime	3,500.00	.00	3,500.00	.00	.00	179.06	3,320.94	5	1,881.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	451.00
5109	HSA Employer Funding	18,000.00	.00	18,000.00	1,500.00	.00	19,500.00	(1,500.00)	108	18,000.00
5151	PERS Contribution	34,724.00	.00	34,724.00	1,577.39	.00	12,101.43	22,622.57	35	32,591.00
5161	Group Insurance	73,694.00	.00	73,694.00	4,622.54	21,250.00	31,053.90	21,390.10	71	78,951.00
5164	Workers Compensation	8,318.00	.00	8,318.00	.00	.00	8,318.34	(.34)	100	5,041.00
5166	Medicare	3,032.00	.00	3,032.00	170.87	.00	1,194.22	1,837.78	39	2,911.00
	Personal Services Totals	\$385,798.00	\$0.00	\$385,798.00	\$20,175.10	\$21,250.00	\$157,981.74	\$206,566.26	46%	\$372,781.00
	Supplies									
5201	Office Supplies	5,500.00	.00	5,500.00	254.13	456.10	783.22	4,260.68	23	3,171.00
5203	Computer Supplies	800.00	.00	800.00	.00	337.04	162.96	300.00	62	611.00
5213	Repair and Maintenance Supplies	2,000.00	.00	2,000.00	.00	1,156.00	44.00	800.00	60	891.00
5241	Uniforms-Purchased	1,000.00	49.99	1,049.99	.00	.00	224.97	825.02	21	681.00
5251	MV Gas and Oil	12,000.00	.00	12,000.00	539.02	2,564.89	2,435.11	7,000.00	42	5,401.00
5252	Aggregates	750.00	.00	750.00	.00	.00	.00	750.00	0	2,061.00
5259	Operating Materials and Supplies	3,500.00	.00	3,500.00	.00	508.63	691.37	2,300.00	34	5,671.00
	Supplies Totals	\$25,550.00	\$49.99	\$25,599.99	\$793.15	\$5,022.66	\$4,341.63	\$16,235.70	37%	\$18,501.00
	Services									
5311	Utilities	9,000.00	1,103.96	10,103.96	506.51	7,073.68	4,380.28	(1,350.00)	113	7,611.00
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	581.00
5322	Conference/Reimb	500.00	.00	500.00	.00	.00	.00	500.00	0	31.00
5324	Professional Association Dues	160.00	.00	160.00	.00	.00	167.00	(7.00)	104	161.00
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	4,322.21	19,322.21	541.40	8,259.11	1,063.10	10,000.00	48	5,841.00
5339	Misc Contract Services	26,000.00	1,465.42	27,465.42	308.36	9,386.03	5,858.44	12,220.95	56	19,331.00
5351	Liability Insurance Deductible	1,500.00	.00	1,500.00	152.25	.00	1,500.00	.00	100	1,201.00
5352	Motor Vehicle Insurance	2,900.00	.00	2,900.00	.00	.00	2,900.00	.00	100	2,801.00
5361	Building Repair/Maintenance	9,000.00	198.68	9,198.68	.00	.00	670.22	8,528.46	7	5,521.00
5362	Equipment Maintenance	1,950.00	.00	1,950.00	48.88	1,067.60	591.87	290.53	85	1,421.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	9,061.00
5365	Utility Line Repair/Maintenance	125,000.00	.00	125,000.00	.00	113,120.05	650.12	11,229.83	91	69,671.00
5366	Computer Maintenance	14,000.00	.00	14,000.00	974.97	865.03	11,597.97	1,537.00	89	11,261.00
5378	Columbus Contract	4,647,100.00	.00	4,647,100.00	327,037.38	2,075,546.73	2,024,453.27	547,100.00	88	4,432,501.00
5391	Postage	15,500.00	.00	15,500.00	48.45	.00	2,741.65	12,758.35	18	5,511.00



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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Services									
5397	Uniform Rental	1,600.00	54.60	1,654.60	65.34	857.28	297.32	500.00	70	734
5399	Other Miscellaneous Services	122,000.00	.00	122,000.00	717.45	898.88	5,022.18	116,078.94	5	125,650
	Services Totals	\$4,999,710.00	\$7,144.87	\$5,006,854.87	\$330,400.99	\$2,217,074.39	\$2,061,893.42	\$727,887.06	85%	\$4,698,940
	Capital Purchases									
5631	Furniture and Fixtures	400.00	.00	400.00	.00	.00	.00	400.00	0	330
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	48,300
5633	Machinery and Equipment	9,000.00	.00	9,000.00	.00	.00	1,192.50	7,807.50	13	9,020
5639	Other Equipment	100,000.00	.00	100,000.00	.00	3,244.42	56,755.58	40,000.00	60	69,700
	Capital Purchases Totals	\$109,400.00	\$0.00	\$109,400.00	\$0.00	\$3,244.42	\$57,948.08	\$48,207.50	56%	\$127,350
	EXPENSE TOTALS	\$5,520,458.00	\$7,194.86	\$5,527,652.86	\$351,369.24	\$2,246,591.47	\$2,282,164.87	\$998,896.52	82%	\$5,217,590
Department 736 - Wastewater Division Totals		(\$5,520,458.00)	(\$7,194.86)	(\$5,527,652.86)	(\$351,369.24)	(\$2,246,591.47)	(\$2,282,164.87)	(\$998,896.52)	82%	(\$5,217,590)

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Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 991 - Debt Service										
	EXPENSE									
	Debt Service									
5414	G. O. Bond-Principal	94,500.00	.00	94,500.00	.00	.00	.00	94,500.00	0	88,591.00
5424	G. O. Bond-Interest	8,085.00	.00	8,085.00	4,051.50	.00	4,051.50	4,033.50	50	15,600.00
	Debt Service Totals	\$102,585.00	\$0.00	\$102,585.00	\$4,051.50	\$0.00	\$4,051.50	\$98,533.50	4%	\$104,191.00
	EXPENSE TOTALS	\$102,585.00	\$0.00	\$102,585.00	\$4,051.50	\$0.00	\$4,051.50	\$98,533.50	4%	\$104,191.00
	Department 991 - Debt Service Totals	(\$102,585.00)	\$0.00	(\$102,585.00)	(\$4,051.50)	\$0.00	(\$4,051.50)	(\$98,533.50)	4%	(\$104,191.00)
Fund 720 - Wastewater/Sewer Fund Totals		\$5,623,043.00	\$7,194.86	\$5,630,237.86	\$355,420.74	\$2,246,591.47	\$2,286,216.37	\$1,097,430.02		\$5,321,791.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 740 - Storm Water Drainage Fund										
Department 737 - Storm Water Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	173,002.00	.00	173,002.00	13,127.08	.00	71,193.48	101,808.52	41	166,110
5105	Overtime	4,900.00	.00	4,900.00	62.62	.00	192.47	4,707.53	4	16,000
5106	Longevity	1,950.00	.00	1,950.00	.00	.00	.00	1,950.00	0	1,950
5109	HSA Employer Funding	12,000.00	.00	12,000.00	.00	.00	12,000.00	.00	100	12,000
5151	PERS Contribution	25,180.00	.00	25,180.00	1,847.66	.00	10,773.36	14,406.64	43	23,690
5161	Group Insurance	47,958.00	.00	47,958.00	4,000.31	13,095.00	24,020.38	10,842.62	77	51,290
5164	Workers Compensation	6,031.00	.00	6,031.00	.00	.00	6,031.88	(.88)	100	3,360
5166	Medicare	1,711.00	.00	1,711.00	117.42	.00	642.07	1,068.93	38	1,470
	Personal Services Totals	\$272,732.00	\$0.00	\$272,732.00	\$19,155.09	\$13,095.00	\$124,853.64	\$134,783.36	51%	\$260,050
	Supplies									
5201	Office Supplies	6,500.00	.00	6,500.00	.00	561.41	38.59	5,900.00	9	1,100
5203	Computer Supplies	750.00	74.13	824.13	136.97	463.03	211.10	150.00	82	470
5205	Small Tools/Minor Equipment	1,000.00	.00	1,000.00	.00	1,000.00	.00	.00	100	460
5241	Uniforms-Purchased	750.00	.00	750.00	.00	680.01	19.99	50.00	93	200
5251	MV Gas and Oil	6,500.00	303.34	6,803.34	464.01	2,736.84	1,566.50	2,500.00	63	3,060
5252	Aggregates	750.00	.00	750.00	.00	500.00	.00	250.00	67	2,360
5259	Operating Materials and Supplies	20,000.00	.00	20,000.00	133.26	8,058.82	941.18	11,000.00	45	12,340
	Supplies Totals	\$36,250.00	\$377.47	\$36,627.47	\$734.24	\$14,000.11	\$2,777.36	\$19,850.00	46%	\$20,020
	Services									
5311	Utilities	8,000.00	555.51	8,555.51	276.48	3,714.38	1,834.55	3,006.58	65	3,720
5321	Professional Training	400.00	.00	400.00	.00	.00	190.00	210.00	48	250
5322	Conference/Reimb	20.00	.00	20.00	.00	.00	10.00	10.00	50	
5324	Professional Association Dues	120.00	.00	120.00	.00	120.00	.00	.00	100	120
5331	Engineering/Architecture	8,000.00	.00	8,000.00	.00	8,000.00	.00	.00	100	5,510
5339	Misc Contract Services	50,250.00	1,441.17	51,691.17	470.68	8,365.36	22,214.86	21,110.95	59	40,390
5351	Liability Insurance Deductible	1,250.00	.00	1,250.00	152.25	.00	1,249.50	.50	100	1,200
5352	Motor Vehicle Insurance	1,750.00	.00	1,750.00	.00	.00	1,750.00	.00	100	930
5361	Building Repair/Maintenance	5,000.00	.00	5,000.00	.00	2,500.00	2,145.00	355.00	93	
5364	MV Repair/Maintenance-Internal	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,090
5365	Utility Line Repair/Maintenance	7,500.00	.00	7,500.00	.00	2,000.00	.00	5,500.00	27	660
5378	Columbus Contract	780,000.00	59,437.71	839,437.71	59,437.71	461,953.45	297,484.26	80,000.00	90	642,870
5391	Postage	22,000.00	.00	22,000.00	.00	.00	2,509.01	19,490.99	11	5,010
5397	Uniform Rental	2,000.00	106.80	2,106.80	106.80	2,178.58	428.22	(500.00)	124	1,360
5399	Other Miscellaneous Services	36,000.00	.00	36,000.00	20.32	502.36	97.64	35,400.00	2	31,900
	Services Totals	\$926,790.00	\$61,541.19	\$988,331.19	\$60,464.24	\$489,334.13	\$329,913.04	\$169,084.02	83%	\$735,070
	Capital Purchases									

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	740 - Storm Water Drainage Fund									
Department	737 - Storm Water Division									
	EXPENSE									
	<i>Capital Purchases</i>									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	29,62
	<i>Capital Purchases Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$29,62
	EXPENSE TOTALS	\$1,235,772.00	\$61,918.66	\$1,297,690.66	\$80,353.57	\$516,429.24	\$457,544.04	\$323,717.38	75%	\$1,044,77
Department	737 - Storm Water Division Totals	(\$1,235,772.00)	(\$61,918.66)	(\$1,297,690.66)	(\$80,353.57)	(\$516,429.24)	(\$457,544.04)	(\$323,717.38)	75%	(\$1,044,779

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM_Joni Crawford_46101SEH



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 740 - Storm Water Drainage Fund										
Department 991 - Debt Service										
	EXPENSE									
	Debt Service									
5401	Registrar/Agent/Bank Fees	.00	11,970.00	11,970.00	.00	.00	11,970.00	.00	100	
	Debt Service Totals	\$0.00	\$11,970.00	\$11,970.00	\$0.00	\$0.00	\$11,970.00	\$0.00	100%	\$11,970.00
	EXPENSE TOTALS	\$0.00	\$11,970.00	\$11,970.00	\$0.00	\$0.00	\$11,970.00	\$0.00	100%	\$11,970.00
	Department 991 - Debt Service Totals	\$0.00	(\$11,970.00)	(\$11,970.00)	\$0.00	\$0.00	(\$11,970.00)	\$0.00	100%	\$11,970.00
Fund 740 - Storm Water Drainage Fund Totals		\$1,235,772.00	\$73,888.66	\$1,309,660.66	\$80,353.57	\$516,429.24	\$469,514.04	\$323,717.38		\$1,044,779.00

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM Joni Crawford_46101SEH



May, 2017 Departmental Budget

8.b.a

Fiscal Year to Date 05/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 750 - Solid Waste Fund										
Department 738 - Refuse Collection										
	EXPENSE									
	Supplies									
5201	Office Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	99%
	Supplies Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$99%
	Services									
5315	Private Hauler Contract	2,000,000.00	148,252.85	2,148,252.85	147,828.85	504,689.75	593,563.10	1,050,000.00	51	1,924,488.85
5391	Postage	15,000.00	.00	15,000.00	48.45	.00	2,741.62	12,258.38	18	5,511.62
5399	Other Miscellaneous Services	40,000.00	.00	40,000.00	206.90	506.23	1,193.77	38,300.00	4	33,591.62
	Services Totals	\$2,055,000.00	\$148,252.85	\$2,203,252.85	\$148,084.20	\$505,195.98	\$597,498.49	\$1,100,558.38	50%	\$1,963,591.62
	EXPENSE TOTALS	\$2,057,000.00	\$148,252.85	\$2,205,252.85	\$148,084.20	\$505,195.98	\$597,498.49	\$1,102,558.38	50%	\$1,964,591.62
Department 738 - Refuse Collection Totals		(\$2,057,000.00)	(\$148,252.85)	(\$2,205,252.85)	(\$148,084.20)	(\$505,195.98)	(\$597,498.49)	(\$1,102,558.38)	50%	(\$1,964,591.62)
Fund 750 - Solid Waste Fund Totals		\$2,057,000.00	\$148,252.85	\$2,205,252.85	\$148,084.20	\$505,195.98	\$597,498.49	\$1,102,558.38		\$1,964,591.62
Grand Totals		\$33,808,377.00	\$1,221,740.50	\$35,030,117.50	\$2,056,834.78	\$9,718,453.80	\$14,149,663.85	\$11,161,999.85		\$31,368,363.85

Attachment: May, 2017 Departmental Budget 06_14_2017 12_30_18 PM Joni Crawford_46101SEH



May, 2017 Budget by Classification

8.b.b

Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
REVENUE							
Department 000 - General							
Property Taxes	244,920.00	1.15	128,733.41	.00	116,186.59	53	242,33:
Municipal Tax	11,850,000.00	1,007,312.50	4,411,688.40	.00	7,438,311.60	37	11,928,19:
Other Local Taxes	595,000.00	98,067.34	224,324.78	.00	370,675.22	38	653,66:
State Levied Shared Taxes	843,100.00	100,264.19	331,734.99	.00	511,365.01	39	786,50:
Licenses	59,400.00	2,925.00	26,940.00	.00	32,460.00	45	56,06:
Permits	251,200.00	24,128.99	115,992.38	.00	135,207.62	46	247,52:
Fees	18,750.00	3,180.50	10,302.87	.00	8,447.13	55	39,02:
Miscellaneous Charges for Services	100,600.00	3,732.60	36,690.22	.00	63,909.78	36	76,38:
Recreational Charges	162,000.00	6,531.74	80,784.20	.00	81,215.80	50	170,20:
Fines and Forfeitures	483,000.00	26,049.00	182,351.50	.00	300,648.50	38	304,35:
Investment Earnings	185,000.00	29,928.89	71,376.92	.00	113,623.08	39	143,68:
Other Revenues	518,276.00	73,851.82	202,232.98	.00	316,043.02	39	667,90:
Donations	5,000.00	1,780.00	4,605.00	.00	395.00	92	32,56:
Reimbursements	.00	63,279.55	79,415.99	.00	(79,415.99)	+++	39,25:
Sale of Assets	.00	271.99	617.05	.00	(617.05)	+++	90:
Transfers/Advances	5,000.00	.00	.00	.00	5,000.00	0	1,71:
Department 000 - General Totals	\$15,321,246.00	\$1,441,305.26	\$5,907,790.69	\$0.00	\$9,413,455.31	39%	\$15,390,27:
REVENUE TOTALS	\$15,321,246.00	\$1,441,305.26	\$5,907,790.69	\$0.00	\$9,413,455.31	39%	\$15,390,27:
EXPENSE							
Department 111 - Police Division							
Personal Services	8,206,337.83	642,282.62	3,737,576.04	235,172.83	4,233,588.96	48	8,450,61:
Supplies	338,970.48	15,396.68	99,087.31	89,096.27	150,786.90	56	204,69:
Services	609,095.08	36,518.00	177,671.38	229,393.60	202,030.10	67	449,46:
Capital Purchases	228,117.34	9,270.13	46,425.57	177,846.86	3,844.91	98	185,00:
Department 111 - Police Division Totals	\$9,382,520.73	\$703,467.43	\$4,060,760.30	\$731,509.56	\$4,590,250.87	51%	\$9,289,77:
Department 112 - D.A.R.E.							
Supplies	1,365.21	.00	.00	.00	1,365.21	0	\$:
Department 112 - D.A.R.E. Totals	\$1,365.21	\$0.00	\$0.00	\$0.00	\$1,365.21	0%	\$:
Department 290 - Mechanic							
Personal Services	143,192.00	10,565.54	67,315.38	8,440.00	67,436.62	53	142,08:
Supplies	102,869.49	5,936.54	28,204.64	53,750.48	20,914.37	80	72,61:
Services	45,142.90	64.07	8,483.74	23,929.16	12,730.00	72	20,03:
Capital Purchases	4,200.00	.00	4,159.98	.00	40.02	99	
Department 290 - Mechanic Totals	\$295,404.39	\$16,566.15	\$108,163.74	\$86,119.64	\$101,121.01	66%	\$234,72:

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

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Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 340 - Parks and Recreation							
Personal Services	719,589.00	52,321.36	304,111.74	28,275.00	387,202.26	46	670,28:
Supplies	199,796.04	15,813.22	78,753.46	34,191.43	86,851.15	57	158,12:
Services	388,266.09	44,023.01	127,054.03	113,860.35	147,351.71	62	190,510
Transfers/Other	.00	1,265.00	4,823.95	.00	(4,823.95)	+++	
Capital Purchases	37,060.50	.00	23,026.49	654.10	13,379.91	64	260,370
Department 340 - Parks and Recreation Totals	\$1,344,711.63	\$113,422.59	\$537,769.67	\$176,980.88	\$629,961.08	53%	\$1,279,29:
Department 343 - Senior Center							
Personal Services	161,243.00	12,206.10	70,999.61	4,470.00	85,773.39	47	153,550
Supplies	38,708.10	289.12	4,720.58	1,297.95	32,689.57	16	11,36:
Services	42,163.47	366.82	4,494.52	10,949.62	26,719.33	37	33,14:
Capital Purchases	.00	.00	.00	.00	.00	+++	2,87:
Department 343 - Senior Center Totals	\$242,114.57	\$12,862.04	\$80,214.71	\$16,717.57	\$145,182.29	40%	\$200,930
Department 448 - Service Department							
Personal Services	552,952.00	38,433.10	237,022.94	23,225.00	292,704.06	47	539,33:
Supplies	20,704.10	723.65	5,645.25	9,334.40	5,724.45	72	10,50:
Services	713,359.00	33,862.78	181,720.90	336,741.00	194,897.10	73	452,34:
Department 448 - Service Department Totals	\$1,287,015.10	\$73,019.53	\$424,389.09	\$369,300.40	\$493,325.61	62%	\$1,002,17:
Department 479 - Building Department							
Personal Services	355,607.00	23,660.67	152,747.18	17,325.00	185,534.82	48	273,39:
Supplies	16,400.78	379.12	1,524.80	2,125.98	12,750.00	22	4,55:
Services	78,359.09	9,337.67	27,010.17	22,866.43	28,482.49	64	82,88:
Transfers/Other	.00	.00	45.72	.00	(45.72)	+++	
Capital Purchases	27,000.00	.00	.00	24,139.00	2,861.00	89	22,38:
Department 479 - Building Department Totals	\$477,366.87	\$33,377.46	\$181,327.87	\$66,456.41	\$229,582.59	52%	\$383,21:
Department 522 - Mayor							
Personal Services	133,082.00	10,029.94	59,909.16	4,155.00	69,017.84	48	150,970
Supplies	1,299.81	.00	293.11	325.00	681.70	48	36:
Services	38,627.50	2,284.60	8,877.40	13,261.86	16,488.24	57	37,940
Department 522 - Mayor Totals	\$173,009.31	\$12,314.54	\$69,079.67	\$17,741.86	\$86,187.78	50%	\$189,28:
Department 534 - Civil Service Commission							
Personal Services	60,475.00	4,461.57	24,504.48	.00	35,970.52	41	55,770
Supplies	1,150.52	.00	150.52	400.00	600.00	48	24:
Services	24,203.00	3,064.53	8,076.95	4,372.98	11,753.07	51	16,67:

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

8.b.b

Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 534 - Civil Service Commission							
Capital Purchases	500.00	.00	.00	.00	500.00	0	
Department 534 - Civil Service Commission Totals	\$86,328.52	\$7,526.10	\$32,731.95	\$4,772.98	\$48,823.59	43%	\$72,691
Department 545 - City Auditor							
Personal Services	366,584.00	27,751.76	166,248.75	19,260.00	181,075.25	51	343,411
Supplies	6,867.36	.00	1,228.64	2,622.08	3,016.64	56	77,000
Services	74,706.50	5,028.90	24,041.48	37,268.98	13,396.04	82	54,760
Capital Purchases	1,000.00	.00	.00	.00	1,000.00	0	
Department 545 - City Auditor Totals	\$449,157.86	\$32,780.66	\$191,518.87	\$59,151.06	\$198,487.93	56%	\$398,950
Department 554 - City Attorney							
Personal Services	510,715.00	38,087.74	233,066.98	18,265.00	259,383.02	49	501,190
Supplies	2,531.66	239.00	1,005.75	479.91	1,046.00	59	1,440
Services	78,094.46	1,104.55	34,195.15	10,331.97	33,567.34	57	62,740
Department 554 - City Attorney Totals	\$591,341.12	\$39,431.29	\$268,267.88	\$29,076.88	\$293,996.36	50%	\$565,380
Department 571 - City Council							
Personal Services	198,799.00	12,734.42	85,727.02	6,675.00	106,396.98	46	196,800
Supplies	1,700.00	.00	374.23	419.87	905.90	47	480
Services	47,694.63	1,081.88	15,183.31	4,367.97	28,143.35	41	25,760
Department 571 - City Council Totals	\$248,193.63	\$13,816.30	\$101,284.56	\$11,462.84	\$135,446.23	45%	\$223,050
Department 580 - Development Department							
Personal Services	230,199.00	14,719.99	101,649.26	8,225.00	120,324.74	48	224,990
Supplies	2,915.33	.00	481.78	2,033.55	400.00	86	730
Services	69,054.00	218.47	11,968.19	19,485.91	37,599.90	46	25,240
Department 580 - Development Department Totals	\$302,168.33	\$14,938.46	\$114,099.23	\$29,744.46	\$158,324.64	48%	\$250,960
Department 582 - Human Resources Department							
Personal Services	99,786.00	7,593.89	44,010.18	1,935.00	53,840.82	46	79,250
Supplies	12,671.14	607.94	4,250.23	2,495.90	5,925.01	53	9,680
Services	23,244.61	817.36	10,510.29	4,584.45	8,149.87	65	17,570
Department 582 - Human Resources Department Totals	\$135,701.75	\$9,019.19	\$58,770.70	\$9,015.35	\$67,915.70	50%	\$106,500
Department 584 - Computer Department							
Personal Services	96,947.40	7,232.56	42,441.05	10,506.19	44,000.16	55	186,920
Supplies	3,107.01	79.02	1,370.23	1,357.01	379.77	88	1,320
Services	294,191.41	5,430.15	127,780.79	144,448.81	21,961.81	93	186,750

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May, 2017 Budget by Classification

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Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 584 - Computer Department							
Capital Purchases	86,104.00	.00	9,426.00	104.00	76,574.00	11	40,69
Department 584 - Computer Department Totals	\$480,349.82	\$12,741.73	\$181,018.07	\$156,416.01	\$142,915.74	70%	\$415,70
Department 593 - Clerk of Courts							
Personal Services	233,537.00	17,338.15	104,087.44	9,010.00	120,439.56	48	208,90
Supplies	4,500.00	171.44	1,116.30	1,760.96	1,622.74	64	2,49
Services	98,774.36	3,416.47	29,462.16	66,132.56	3,179.64	97	63,53
Department 593 - Clerk of Courts Totals	\$336,811.36	\$20,926.06	\$134,665.90	\$76,903.52	\$125,241.94	63%	\$274,93
Department 595 - General and Administrative							
Personal Services	310,570.00	5,965.63	216,421.37	3,789.37	90,359.26	71	169,21
Supplies	3,500.00	362.00	1,549.16	1,821.68	129.16	96	2,14
Services	683,506.93	26,085.22	229,755.74	151,378.78	302,372.41	56	451,76
Capital Purchases	13,000.00	1,013.34	5,004.30	7,995.70	.00	100	37,66
Department 595 - General and Administrative Totals	\$1,010,576.93	\$33,426.19	\$452,730.57	\$164,985.53	\$392,860.83	61%	\$660,79
Department 810 - Public Health and Welfare							
Services	285,500.00	.00	142,749.83	.00	142,750.17	50	271,28
Department 810 - Public Health and Welfare Totals	\$285,500.00	\$0.00	\$142,749.83	\$0.00	\$142,750.17	50%	\$271,28
EXPENSE TOTALS	\$17,129,637.13	\$1,149,635.72	\$7,139,542.61	\$2,006,354.95	\$7,983,739.57	53%	\$15,819,70
Fund 110 - General Fund Totals							
REVENUE TOTALS	15,321,246.00	1,441,305.26	5,907,790.69	.00	9,413,455.31	39%	15,390,27
EXPENSE TOTALS	17,129,637.13	1,149,635.72	7,139,542.61	2,006,354.95	7,983,739.57	53%	15,819,70
Fund 110 - General Fund Net Gain (Loss)	(\$1,808,391.13)	\$291,669.54	(\$1,231,751.92)	(\$2,006,354.95)	(\$1,429,715.74)	179%	(\$429,435
Fund Type Totals							
REVENUE TOTALS	15,321,246.00	1,441,305.26	5,907,790.69	.00	9,413,455.31	39%	15,390,27
EXPENSE TOTALS	17,129,637.13	1,149,635.72	7,139,542.61	2,006,354.95	7,983,739.57	53%	15,819,70
Fund Type Net Gain (Loss)	(\$1,808,391.13)	\$291,669.54	(\$1,231,751.92)	(\$2,006,354.95)	(\$1,429,715.74)	179%	(\$429,435
Fund Category General Fund Totals							
REVENUE TOTALS	15,321,246.00	1,441,305.26	5,907,790.69	.00	9,413,455.31	39%	15,390,27
EXPENSE TOTALS	17,129,637.13	1,149,635.72	7,139,542.61	2,006,354.95	7,983,739.57	53%	15,819,70
Fund Category General Fund Net Gain (Loss)	(\$1,808,391.13)	\$291,669.54	(\$1,231,751.92)	(\$2,006,354.95)	(\$1,429,715.74)	179%	(\$429,435

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May, 2017 Budget by Classification

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Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 220 - Income Tax Fund							
REVENUE							
Department 000 - General							
Municipal Tax	399,000.00	48,891.23	526,814.11	.00	(127,814.11)	132	355,64
Investment Earnings	1,000.00	700.02	3,018.00	.00	(2,018.00)	302	4,30
Department 000 - General Totals	\$400,000.00	\$49,591.25	\$529,832.11	\$0.00	(\$129,832.11)	132%	\$359,94
REVENUE TOTALS	\$400,000.00	\$49,591.25	\$529,832.11	\$0.00	(\$129,832.11)	132%	\$359,94
EXPENSE							
Department 564 - Income Tax Division							
Personal Services	81,913.00	5,984.14	37,164.10	2,005.00	42,743.90	48	79,05
Supplies	790.40	.00	190.40	600.00	.00	100	23
Services	20,400.00	459.85	3,013.46	640.30	16,746.24	18	66,35
Transfers/Other	1,001,000.00	193,904.66	492,810.29	4,851.12	503,338.59	50	225,71
Department 564 - Income Tax Division Totals	\$1,104,103.40	\$200,348.65	\$533,178.25	\$8,096.42	\$562,828.73	49%	\$371,35
EXPENSE TOTALS	\$1,104,103.40	\$200,348.65	\$533,178.25	\$8,096.42	\$562,828.73	49%	\$371,35
Fund 220 - Income Tax Fund Totals							
REVENUE TOTALS	400,000.00	49,591.25	529,832.11	.00	(129,832.11)	132%	359,94
EXPENSE TOTALS	1,104,103.40	200,348.65	533,178.25	8,096.42	562,828.73	49%	371,35
Fund 220 - Income Tax Fund Net Gain (Loss)	(\$704,103.40)	(\$150,757.40)	(\$3,346.14)	(\$8,096.42)	\$692,660.84	2%	(\$11,410)

Attachment: May, 2017 Budget by Classification 06 14 2017 12 30 18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

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Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Special Revenue Funds							
Fund Type							
Fund 260 - Street Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	1,310,000.00	114,469.30	541,216.71	.00	768,783.29	41	1,330,961
Investment Earnings	25,000.00	.00	.00	.00	25,000.00	0	17,330
Other Revenues	5,000.00	1,117.87	49,544.60	.00	(44,544.60)	991	2,811
Reimbursements	10,000.00	4,162.76	6,533.85	.00	3,466.15	65	15,171
Department 000 - General Totals	\$1,350,000.00	\$119,749.93	\$597,295.16	\$0.00	\$752,704.84	44%	\$1,366,288
REVENUE TOTALS	\$1,350,000.00	\$119,749.93	\$597,295.16	\$0.00	\$752,704.84	44%	\$1,366,288
EXPENSE							
Department 000 - General							
Capital Purchases	214,675.06	55,126.12	91,439.43	123,235.63	.00	100	827,111
Department 000 - General Totals	\$214,675.06	\$55,126.12	\$91,439.43	\$123,235.63	\$0.00	100%	\$827,111
Department 268 - Street Department							
Personal Services	589,634.00	40,144.24	268,509.52	26,350.00	294,774.48	50	548,001
Supplies	334,052.92	9,440.69	100,666.02	54,218.48	179,168.42	46	164,841
Services	139,316.98	14,682.18	54,941.61	70,123.48	14,251.89	90	85,191
Capital Purchases	.00	.00	.00	.00	.00	+++	226,531
Department 268 - Street Department Totals	\$1,063,003.90	\$64,267.11	\$424,117.15	\$150,691.96	\$488,194.79	54%	\$1,024,581
EXPENSE TOTALS	\$1,277,678.96	\$119,393.23	\$515,556.58	\$273,927.59	\$488,194.79	62%	\$1,851,691
Fund 260 - Street Fund Totals							
REVENUE TOTALS	1,350,000.00	119,749.93	597,295.16	.00	752,704.84	44%	1,366,288
EXPENSE TOTALS	1,277,678.96	119,393.23	515,556.58	273,927.59	488,194.79	62%	1,851,691
Fund 260 - Street Fund Net Gain (Loss)	\$72,321.04	\$356.70	\$81,738.58	(\$273,927.59)	(\$264,510.05)	(266%)	(\$485,407)

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

8.b.b

Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Special Revenue Funds							
Fund Type							
Fund 270 - State Highway Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	106,000.00	9,281.30	43,882.44	.00	62,117.56	41	107,910
Investment Earnings	4,000.00	.00	.00	.00	4,000.00	0	1,400
Department 000 - General Totals	\$110,000.00	\$9,281.30	\$43,882.44	\$0.00	\$66,117.56	40%	\$109,310
REVENUE TOTALS	\$110,000.00	\$9,281.30	\$43,882.44	\$0.00	\$66,117.56	40%	\$109,310
EXPENSE							
Department 268 - Street Department							
Supplies	70,000.00	.00	17,331.23	39,668.77	13,000.00	81	59,350
Services	24,490.38	663.95	2,424.50	13,315.88	8,750.00	64	17,090
Capital Purchases	.00	.00	.00	.00	.00	+++	64,160
Department 268 - Street Department Totals	\$94,490.38	\$663.95	\$19,755.73	\$52,984.65	\$21,750.00	77%	\$140,610
EXPENSE TOTALS	\$94,490.38	\$663.95	\$19,755.73	\$52,984.65	\$21,750.00	77%	\$140,610
Fund 270 - State Highway Fund Totals							
REVENUE TOTALS	110,000.00	9,281.30	43,882.44	.00	66,117.56	40%	109,310
EXPENSE TOTALS	94,490.38	663.95	19,755.73	52,984.65	21,750.00	77%	140,610
Fund 270 - State Highway Fund Net Gain (Loss)	\$15,509.62	\$8,617.35	\$24,126.71	(\$52,984.65)	(\$44,367.56)	(186%)	(\$31,297)
Fund Type Totals							
REVENUE TOTALS	1,860,000.00	178,622.48	1,171,009.71	.00	688,990.29	63%	1,835,550
EXPENSE TOTALS	2,476,272.74	320,405.83	1,068,490.56	335,008.66	1,072,773.52	57%	2,363,660
Fund Type Net Gain (Loss)	(\$616,272.74)	(\$141,783.35)	\$102,519.15	(\$335,008.66)	\$383,783.23	38%	(\$528,115)
Fund Category Special Revenue Funds Totals							
REVENUE TOTALS	1,860,000.00	178,622.48	1,171,009.71	.00	688,990.29	63%	1,835,550
EXPENSE TOTALS	2,476,272.74	320,405.83	1,068,490.56	335,008.66	1,072,773.52	57%	2,363,660
Fund Category Special Revenue Funds Net Gain (Loss)	(\$616,272.74)	(\$141,783.35)	\$102,519.15	(\$335,008.66)	\$383,783.23	38%	(\$528,115)

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

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Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 710 - Water Fund							
REVENUE							
Department 000 - General							
Utility Charges	826,000.00	33,510.88	284,469.52	.00	541,530.48	34	789,710.00
Other Revenues	.00	.00	1,526.60	.00	(1,526.60)	+++	37,030.00
Reimbursements	.00	.00	4,048.04	.00	(4,048.04)	+++	1,600.00
Department 000 - General Totals	\$826,000.00	\$33,510.88	\$290,044.16	\$0.00	\$535,955.84	35%	\$828,360.00
Department 735 - Water Division							
Utility Charges	5,874,000.00	267,838.42	2,217,803.35	.00	3,656,196.65	38	6,033,910.00
Other Revenues	.00	6,410.94	(50,415.16)	.00	50,415.16	+++	160,620.00
Bond and Note Proceeds	.00	.00	1,500,000.00	.00	(1,500,000.00)	+++	0.00
Department 735 - Water Division Totals	\$5,874,000.00	\$274,249.36	\$3,667,388.19	\$0.00	\$2,206,611.81	62%	\$6,194,540.00
REVENUE TOTALS	\$6,700,000.00	\$307,760.24	\$3,957,432.35	\$0.00	\$2,742,567.65	59%	\$7,022,900.00
EXPENSE							
Department 000 - General							
Capital Purchases	1,293,076.61	7,713.05	91,184.28	52,642.54	1,149,249.79	11	392,890.00
Department 000 - General Totals	\$1,293,076.61	\$7,713.05	\$91,184.28	\$52,642.54	\$1,149,249.79	11%	\$392,890.00
Department 735 - Water Division							
Personal Services	413,608.00	30,374.39	199,476.55	15,440.00	198,691.45	52	384,920.00
Supplies	115,633.20	6,335.16	37,499.00	30,795.38	47,338.82	59	69,820.00
Services	5,182,547.41	14,820.02	2,184,836.36	1,549,542.90	1,448,168.15	72	4,736,840.00
Capital Purchases	109,400.00	.00	57,470.09	3,244.41	48,685.50	55	127,960.00
Department 735 - Water Division Totals	\$5,821,188.61	\$51,529.57	\$2,479,282.00	\$1,599,022.69	\$1,742,883.92	70%	\$5,319,550.00
Department 991 - Debt Service							
Debt Service	216,650.00	6,531.27	23,061.27	43,627.83	149,960.90	31	315,870.00
Department 991 - Debt Service Totals	\$216,650.00	\$6,531.27	\$23,061.27	\$43,627.83	\$149,960.90	31%	\$315,870.00
EXPENSE TOTALS	\$7,330,915.22	\$65,773.89	\$2,593,527.55	\$1,695,293.06	\$3,042,094.61	59%	\$6,028,320.00
Fund 710 - Water Fund Totals							
REVENUE TOTALS	6,700,000.00	307,760.24	3,957,432.35	.00	2,742,567.65	59%	7,022,900.00
EXPENSE TOTALS	7,330,915.22	65,773.89	2,593,527.55	1,695,293.06	3,042,094.61	59%	6,028,320.00
Fund 710 - Water Fund Net Gain (Loss)	(\$630,915.22)	\$241,986.35	\$1,363,904.80	(\$1,695,293.06)	\$299,526.96	53%	\$994,580.00

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

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Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 720 - Wastewater/Sewer Fund							
REVENUE							
Department 000 - General							
Utility Charges	385,000.00	16,777.27	140,391.03	.00	244,608.97	36	381,541.03
Department 000 - General Totals	\$385,000.00	\$16,777.27	\$140,391.03	\$0.00	\$244,608.97	36%	\$381,541.03
Department 736 - Wastewater Division							
Utility Charges	5,415,000.00	263,130.35	2,126,864.11	.00	3,288,135.89	39	5,687,431.03
Other Revenues	.00	10.25	35.25	.00	(35.25)	+++	216.00
Department 736 - Wastewater Division Totals	\$5,415,000.00	\$263,140.60	\$2,126,899.36	\$0.00	\$3,288,100.64	39%	\$5,687,651.03
REVENUE TOTALS	\$5,800,000.00	\$279,917.87	\$2,267,290.39	\$0.00	\$3,532,709.61	39%	\$6,069,191.03
EXPENSE							
Department 000 - General							
Capital Purchases	680,240.12	4,687.04	15,846.01	22,841.55	641,552.56	6	98,281.03
Department 000 - General Totals	\$680,240.12	\$4,687.04	\$15,846.01	\$22,841.55	\$641,552.56	6%	\$98,281.03
Department 736 - Wastewater Division							
Personal Services	385,798.00	20,175.10	157,981.74	21,250.00	206,566.26	46	372,781.03
Supplies	25,599.99	793.15	4,341.63	5,022.66	16,235.70	37	18,501.03
Services	5,006,854.87	330,400.99	2,061,893.42	2,217,074.39	727,887.06	85	4,698,941.03
Capital Purchases	109,400.00	.00	57,948.08	3,244.42	48,207.50	56	127,351.03
Department 736 - Wastewater Division Totals	\$5,527,652.86	\$351,369.24	\$2,282,164.87	\$2,246,591.47	\$998,896.52	82%	\$5,217,591.03
Department 991 - Debt Service							
Debt Service	102,585.00	4,051.50	4,051.50	.00	98,533.50	4	104,191.03
Department 991 - Debt Service Totals	\$102,585.00	\$4,051.50	\$4,051.50	\$0.00	\$98,533.50	4%	\$104,191.03
EXPENSE TOTALS	\$6,310,477.98	\$360,107.78	\$2,302,062.38	\$2,269,433.02	\$1,738,982.58	72%	\$5,420,081.03
Fund 720 - Wastewater/Sewer Fund Totals							
REVENUE TOTALS	5,800,000.00	279,917.87	2,267,290.39	.00	3,532,709.61	39%	6,069,191.03
EXPENSE TOTALS	6,310,477.98	360,107.78	2,302,062.38	2,269,433.02	1,738,982.58	72%	5,420,081.03
Fund 720 - Wastewater/Sewer Fund Net Gain (Loss)	(\$510,477.98)	(\$80,189.91)	(\$34,771.99)	(\$2,269,433.02)	(\$1,793,727.03)	451%	\$649,111.03

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

8.b.b

Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Enterprise Funds							
Fund Type							
Fund 740 - Storm Water Drainage Fund							
REVENUE							
Department 737 - Storm Water Division							
Utility Charges	1,350,000.00	54,178.79	505,298.66	.00	844,701.34	37	1,309,934
Bond and Note Proceeds	.00	.00	1,100,000.00	.00	(1,100,000.00)	+++	
Department 737 - Storm Water Division Totals	\$1,350,000.00	\$54,178.79	\$1,605,298.66	\$0.00	(\$255,298.66)	119%	\$1,309,934
REVENUE TOTALS	\$1,350,000.00	\$54,178.79	\$1,605,298.66	\$0.00	(\$255,298.66)	119%	\$1,309,934
EXPENSE							
Department 000 - General							
Capital Purchases	234,978.65	93,972.78	156,697.15	78,281.50	.00	100	286,208
Department 000 - General Totals	\$234,978.65	\$93,972.78	\$156,697.15	\$78,281.50	\$0.00	100%	\$286,208
Department 737 - Storm Water Division							
Personal Services	272,732.00	19,155.09	124,853.64	13,095.00	134,783.36	51	260,051
Supplies	36,627.47	734.24	2,777.36	14,000.11	19,850.00	46	20,024
Services	988,331.19	60,464.24	329,913.04	489,334.13	169,084.02	83	735,074
Capital Purchases	.00	.00	.00	.00	.00	+++	29,624
Department 737 - Storm Water Division Totals	\$1,297,690.66	\$80,353.57	\$457,544.04	\$516,429.24	\$323,717.38	75%	\$1,044,774
Department 991 - Debt Service							
Debt Service	11,970.00	.00	11,970.00	.00	.00	100	
Department 991 - Debt Service Totals	\$11,970.00	\$0.00	\$11,970.00	\$0.00	\$0.00	100%	\$11,970.00
EXPENSE TOTALS	\$1,544,639.31	\$174,326.35	\$626,211.19	\$594,710.74	\$323,717.38	79%	\$1,330,984
Fund 740 - Storm Water Drainage Fund Totals							
REVENUE TOTALS	1,350,000.00	54,178.79	1,605,298.66	.00	(255,298.66)	119%	1,309,934
EXPENSE TOTALS	1,544,639.31	174,326.35	626,211.19	594,710.74	323,717.38	79%	1,330,984
Fund 740 - Storm Water Drainage Fund Net Gain (Loss)	(\$194,639.31)	(\$120,147.56)	\$979,087.47	(\$594,710.74)	\$579,016.04	(197%)	(\$21,053)

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK



May, 2017 Budget by Classification

8.b.b

Through 05/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Enterprise Funds							
Fund Type							
Fund 750 - Solid Waste Fund							
REVENUE							
Department 738 - Refuse Collection							
Utility Charges	2,040,000.00	153,761.45	818,038.88	.00	1,221,961.12	40	1,972,29:
Department 738 - Refuse Collection Totals	\$2,040,000.00	\$153,761.45	\$818,038.88	\$0.00	\$1,221,961.12	40%	\$1,972,29:
REVENUE TOTALS	\$2,040,000.00	\$153,761.45	\$818,038.88	\$0.00	\$1,221,961.12	40%	\$1,972,29:
EXPENSE							
Department 738 - Refuse Collection							
Supplies	2,000.00	.00	.00	.00	2,000.00	0	99:
Services	2,203,252.85	148,084.20	597,498.49	505,195.98	1,100,558.38	50	1,963,59:
Department 738 - Refuse Collection Totals	\$2,205,252.85	\$148,084.20	\$597,498.49	\$505,195.98	\$1,102,558.38	50%	\$1,964,59:
EXPENSE TOTALS	\$2,205,252.85	\$148,084.20	\$597,498.49	\$505,195.98	\$1,102,558.38	50%	\$1,964,59:
Fund 750 - Solid Waste Fund Totals							
REVENUE TOTALS	2,040,000.00	153,761.45	818,038.88	.00	1,221,961.12	40%	1,972,29:
EXPENSE TOTALS	2,205,252.85	148,084.20	597,498.49	505,195.98	1,102,558.38	50%	1,964,59:
Fund 750 - Solid Waste Fund Net Gain (Loss)	(\$165,252.85)	\$5,677.25	\$220,540.39	(\$505,195.98)	(\$119,402.74)	172%	\$7,69:
Fund Type Totals							
REVENUE TOTALS	15,890,000.00	795,618.35	8,648,060.28	.00	7,241,939.72	54%	16,374,33:
EXPENSE TOTALS	17,391,285.36	748,292.22	6,119,299.61	5,064,632.80	6,207,352.95	64%	14,743,99:
Fund Type Net Gain (Loss)	(\$1,501,285.36)	\$47,326.13	\$2,528,760.67	(\$5,064,632.80)	(\$1,034,586.77)	169%	\$1,630,34:
Fund Category Enterprise Funds Totals							
REVENUE TOTALS	15,890,000.00	795,618.35	8,648,060.28	.00	7,241,939.72	54%	16,374,33:
EXPENSE TOTALS	17,391,285.36	748,292.22	6,119,299.61	5,064,632.80	6,207,352.95	64%	14,743,99:
Fund Category Enterprise Funds Net Gain (Loss)	(\$1,501,285.36)	\$47,326.13	\$2,528,760.67	(\$5,064,632.80)	(\$1,034,586.77)	169%	\$1,630,34:
Grand Totals							
REVENUE TOTALS	33,071,246.00	2,415,546.09	15,726,860.68	.00	17,344,385.32	48%	33,600,16:
EXPENSE TOTALS	36,997,195.23	2,218,333.77	14,327,332.78	7,405,996.41	15,263,866.04	59%	32,927,36:
Grand Total Net Gain (Loss)	(\$3,925,949.23)	\$197,212.32	\$1,399,527.90	(\$7,405,996.41)	(\$2,080,519.28)	153%	\$672,79:

Attachment: May, 2017 Budget by Classification 06_14_2017 12_30_18 PM Joni Crawford 46101SEK

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

DATE: June 26, 2017

TO: City Council

RE: A RESOLUTION APPROVING/DENYING A VARIANCE 7578 E. MAIN STREET, REYNOLDSBURG; APPLICATION 176211 BY EVANS CAPITAL INVESTMENTS.

Letter appealing the denial of a variance request from Evans Capital Investments Ltd. received on 4/17/2017.

From Reynoldsburg City Code:

1139.04 POWER OF COUNCIL ON APPEALS.

(a) Council shall have the power to hear and determine an appeal from the refusal by the Board of Zoning and Building Appeals to issue a zoning certificate, variances or exception, or a special exception.

(b) An applicant refused such approval, exception, certificate or variance shall appeal in writing to Council within thirty (30) days of the date of refusal by the Board. The Council shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request. A resolution stating the decision of Council shall be introduced and passed at the next regular meeting following the hearing.



April 14, 2017

April Beggerow
Clerk of Council
City of Reynoldsburg City Council
7232 E. Main Street
Reynoldsburg, OH 43068

RE: 7578 E. Main Street: Application for Site Signage Variance from City of Reynoldsburg BZBA
(Application #176211):

Dear Ms. Beggerow:

A variance request made by Evans Capital Investments, Ltd. was recently denied by the City of Reynoldsburg Board of Building and Zoning Appeals (BZBA) at their meeting on March 16, 2017. The request consisted of a variance from Section 1193.12(C)(1,3) of the zoning code to allow signage that exceeds the area requirements of that Section. The site signage proposed is part of a proposed Dollar General project on East Main Street, just west of Waggoner Road. Please consider this letter as a formal appeal of this variance denial to City Council. Our team is working on submitting additional items to the Council for consideration of the variance request. Please let us know if you need any additional information or if you have any questions or comments.

Sincerely,
Evans Capital Investments, Ltd.

Tambera M. Schueler
President

Attachment: 2017-04-15 Variance Appeal Evans (67-17 : Resolution Variance Appeal)



May 16, 2017

April Beggerow
Clerk of Council
City of Reynoldsburg City Council
7232 E. Main Street
Reynoldsburg, OH 43068

RE: 7578 E. Main Street: Application for Site Signage Variance from City of Reynoldsburg BZBA
(Application #176211):

Dear Ms. Beggerow:

A variance request made by Evans Capital Investments, Ltd. was recently denied by the City of Reynoldsburg Board of Building and Zoning Appeals (BZBA) at their meeting on March 16, 2017. The request consisted of a variance from Section 1193.12(C)(1,3) of the zoning code to allow signage that exceeds the area requirements of that Section. The site signage proposed is part of a proposed Dollar General project on East Main Street, just west of Waggoner Road (Olde Towne).

A hearing for the appeal was originally scheduled to appear before the Reynoldsburg City Council on Monday, May 22, 2017. Please consider this letter a formal request to delay/extend the variance appeal to the City Council's regularly scheduled June 12, 2017 meeting. Please let me know if this is acceptable and if you require any additional information.

Sincerely,

EVANS CAPITAL INVESTMENTS, LTD.

Tambera M. Schueler
President

cc: Alex Frazier, Hurley & Stewart

Attachment: 2017-05-16 Evans Capital Letter (67-17 : Resolution Variance Appeal)

MINUTES

BOARD OF ZONING AND BUILDING APPEALS THURSDAY, MARCH 16, 2017 6:30 PM

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

A. CALL TO ORDER

PRESENT: Rettke, Donovan, Armstead
ABSENT: Linder, Darling

2. APPROVAL OF MINUTES

1. Board of Zoning and Building Appeals – Regular Meeting – February 16, 2017

Minutes stand approved.

3. APPROVAL OF AGENDA

Agenda stands approved.

4. SWEARING IN OF SPEAKERS

Chairman Rettke: If you wish to speak before the BZBA this evening, please stand and we will issue the oath. Please raise your right hand. Do you swear or affirm that the testimony that you will give in front of the Board will be truthful? If so, say, "I do." Please sign in before you testify and state your name and address for the record.

B. PUBLIC COMMENT

No public comment.

C. UNFINISHED BUSINESS

1. **7578 E. Main St.; Application #176211; Applicant: Evans Capital Investments, Ltd.; Business: Reynoldsburg DG, LLC; Variance from Section 1193.12(C)(1,3) of the Zoning Code to Allow Signage that Exceeds the Area Requirements of that Section.**

Mr. Snowden: 7578 E. Main Street - Dollar General - Variance. Application: #176417 - Variance. Location: Property is located on the north side of E. Main Street, just west of Waggoner Road. Existing Zoning: CC Community Commerce District / HCO Historic Commercial Overlay Subarea. The request is for a variance from Section 1193.12(c) of the Zoning Code. Current Use: Vacant Land. Proposed Use: Retail Sales. Applicant: Alex Frazier. The applicant is requesting the Board review and approve a variance from Section 1193.12(c) of the Zoning Code, to allow ground and wall signs that are each 50SF in area. The site is a vacant lot which is within an existing shopping center. Other uses include various retail sales businesses, a bar and pizza shop (eating or drinking establishment), and small office uses. To the north, the property is screened from a multi-family housing

complex by a creek and natural vegetation. All properties that front E. Main Street are within the Historic Overlay District. This was an application that Staff originally received several weeks ago, but the application as submitted was originally incomplete so it was pushed back until the correct documents were received, before it could be distributed to the Board last week. A variance is requested from Section 1193.12(c) of the Zoning Code, which provides special regulations for signs and graphics in the Historic District of Olde Reynoldsburg. The permitted sign area and requested sign area are listed in the table that you see on page 3. The purpose of these regulations are to allow signage that is consistent with the size, shape, and colors of other signage found in the Historic District. The applicant claims hardship based on the underground utilities on the front portion of the property. The Board previously granted the applicant relief from the provisions of Chapter 1193 the required the building to be constructed close to E. Main Street and pushed parking to side or rear. This was based upon the location of existing underground utilities. The applicant now claims hardship based on the building setback and requests additional sign area in order to increase the visibility of their signage. Generally speaking, Staff's view is that wall signage should match the scale of the building façade and be proportional to the setback from the public street. Given the setback of the proposed building, the applicant's request for additional signage is not unreasonable. The proposed sign area is consistent with wall signage permitted in commercial zoning districts of the City outside of the Historic District. This much sign area is warranted in a suburban shopping center context, not on a site within the Historic District. The building is going to be two hundred plus feet from the street. In a normal commercial district that would be a type B wall sign that would permit 2SF of signage for each linear foot of the building facade. In this case, the 50SF that the applicant is requesting would be permitted in the other commercial zoning districts given the setbacks that are in place there, so that setback is not unreasonable. With regard to the ground sign, within the historic District, the permitted ground signs are 18SF and there are specific types and styles that are permitted. Staff's view on this is that the visibility of ground sign is not affected by the location of the proposed building, so Staff does not feel like the applicant may not be meeting the standards for approval of this portion of the variance. Fifty square feet would give them the biggest sign there since the Historic Regulations started getting put in place. There are some non-conforming signs down there that are larger, but again, within our historic regulations and procedures that have been going on for the last 20 years, that would be the biggest signage. S, Staff felt that this was not consistent with the Historic District. Additional Considerations - The applicant gave some sample designs that you see in your packet. Ultimately, the actual design of the sign is outside of the purview of the Board, but they will be require Design Review Board and Planning Commission. I will say that this are variance does not remove their requirements to meet the materials and design guidelines in all those procedures. It is a little bit of a weird situation because you are looking at something. But ultimately, the three of you are being asked whether they warrant additional sign area or not. The Board should apply the standards for review of variances contained in Section 1147.05 of the Zoning Code and determine if the requested variance complies with those standards. With that, I would be happy to answer any questions and I will turn things back over to our Chairman.

Chairman Rettke: Would the applicant or agent please state your name and address for the record?

Mr. Scalf: My name is Justin Scalf. I am with One Stop Signs, 2502 St. Rt. 131 Goshen, Ohio, 45122. I am actually presenting for Evans Capital Investments. In this case, Dollar General is building at 7578 E. Main St. In terms of the wall sign, a 5 x 10 standard cabinet. These are pre-fab built units that Dollar General provides. Anything smaller than a 5 x 10 is a custom build. In this case of course, everything is up for negotiation so Dollar General is going to go with whatever is necessary but I wanted to let you to know about the terms of construction costs for the cabinets. In addition, we are looking at a wall sign that sums up to about 50SF as well. It is 2.5FT x 20 FT. That is on a structure that has a frontage of 85FT, so it is significant frontage on an almost full service retailer. I think if you are outside of the Historic District, this sign would well fit within the norms.

Mr. Snowden: That is correct. So, based on what you are telling me, I did not measure the plans because some of the details of the building have still been in flex. So, that would put them at 160 - 170SF, if they were outside of the Historic District, and here they are proposing 50SF of sign area. Again, I am just trying to give you the logic that Staff is going through in their report.

Mr. Scalf: So, in terms of the wall sign and its size, I think we are well within the terms or expectations of Council. When it comes to whether or not this is a cabinet, whether or not they are using acrylic materials, again this would be determined at a later date with the Design review Board. How we build this, we will reckon with at a later date. But, in terms of square feet, I just do want to stress, 2.5 x 20FT in length. So really, I guess the point of contention is this free standing sign or monument. I realize this is larger than what is allowed. The 20SF that is allowed would represent a 4 x 5 post and panel sign. Is see there is new construction in that area. I think the nature of what Dollar General does, many products within the space, the size, the structure, the investment, and then the fact that it draws so far back from the street, I think in this case, our proposal for a monument sign is somewhere in between the expectations of the Historic District and the nature and the business of the structure, as if it were conducting business in any other part of the City. In terms of materials, again, we are going to deal with that. Right now we are looking at an acrylic sign with goose neck lights at the top. Eric Snowden has mentioned in the past that the goose neck looks a little goofy. So, in terms of construction, lighting methods, material, we will deal with that, and we will come to terms with the City.

Mr. Snowden: I'm sorry to interject, but acrylic is a prohibited material in this location. Again, I understand this is the first time you and I have had contact, and I am dealing with the people who specialize in signage. Gentlemen of the Board, what you are seeing is standard drawings that are sent from Dollar General as part of their sign package.

Mr. Scalf: But none the less, Dollar General in the past has upped its quality of materials and has met the standards of any district it works in. Also, considering landscaping requirements, any contingency or conditions we can place that goes and gives us an advance of 50SF, I am willing to do. You just have to let us know. Like I said, lighting methods, goose-necks, we can relocate these. Talking about lighting from the ground, which is not a problem as well. I just want to stress the location of the building again, and the conditions in the parking lot.

Take a look at that site map and keep it in mind. Let me know if you have any questions. Thank you.

Chairman Rettke: When was that legislation passed for 1193?

Mr. Snowden: The legislation was passed last year. That was a cleanup of the historic District Sections. The sign area was put in place in 2008 and the Design and Materials Guidelines were put in place in the late 90's. What I did, there was Chapter 93, which was Historic District. There was 1194, which was Historic Commercial. I synthesized those into one chapter, 1193, and that is what you see today. So, 2008, for a lot of the requirements for the size and that sort of thing. It basically assumes a building that is at the street.

Chairman Rettke: The bank just down the road asked for a larger sign, and that got canned.

Mr. Snowden: It did.

Chairman Rettke: I think they wanted three signs.

Mr. Snowden: Correct. The bank is a little bit of a different situation because they are in the corner. And the bank had a non conforming sign on Waggoner. So, for example, what happened here, this sign is non conforming and this sign that is located here where that is was struck by a vehicle a couple of years ago, which took out the non conforming sign, and the bank elected to go with a sign that met the requirements of the Code. In this case, they have a wall sign and a building that is much closer to the street. I am sorry I cannot provide any more detailed guidance here, but the Board has to decide what is reasonable.

Chairman Rettke: Where I stand with the Historical District, it is a 2008 ordinance, a pretty new ordinance. I hate to gut a new ordinance by creating variances. Since it is so new, I thought Council put time into that ordinance and that is how they want their signs. The ground sign is 18SF, if he could only come up with 20, that would not really be hurting, but he is asking for three times the amount. That is starting to gut it pretty good.

Mr. Snowden: Those requirements were enacted by Council. The Historic Overlay was worked on by the DRB at the time.

Mr. Donovan: They are consistent about wanting to keep signs to regulation size.

Mr. Snowden: They are. Again, most of those have been signs that have been taking down something that is existing and non conforming and has a building up to the street. So, that is where the question as to what is reasonable and ultimately that is the Board's job to decide. Are we being reasonable in what we are doing?

Mr. Scalf: I want to stress again, to the north of my property is an existing 20FT multi tenant sign. To the south of it is a Nationwide sign at 14FT. I understand that they have it and I want it too is not an argument. But, I do want to talk about the norms that are already established.

Chairman Rettke: That is where we get into this contest. Those all predate the 2008 legislation. As soon as they get wiped out by a vehicle, they are going to come to us and want the same sign back and we are going to ask what the Code says.

Mr. Snowden: The challenge here, and this particular shopping center, Evans Capital and there three lots here, have had a variety of issues with more signage over the years, between BZBA and DRB on size and materials. Basically what you have here is a suburban style shopping center that has been built immediately adjacent to our core historic area, and was included in all subsequent definitions of the Historic District, because it makes sense, given its location, but because of the site design, what is existing, the setbacks configuration. That is where we get into these challenges. The requirements of the Code that required the building to be built in this location are great, but how do you deal with that when you have a gigantic sewer underground. That simply wasn't reasonable to require the building to be built there.

Mr. Donovan: That sign is going to be perpendicular to the sidewalk.

Mr. Snowden: Correct, Mr. Donovan.

Mr. Donovan: People are going to be pulling out of there. My concern is blocking the visibility.

Mr. Snowden: The approximate location is right in this area.

Mr. Donovan: People are going to be pulling out of there.

Mr. Snowden: The answer to your question is, in the rest of the city the minimum setback is 10FT. In the Historic District, there is no specified minimum setback for the signs.

Mr. Scalf: If I could interject, 21FT is the total.

Mr. Snowden: That is what you're proposing. The Board can apply a setback that it feels is reasonable. But, the minimum in the rest of the City is 10SF. My interpretation of the special requirements for signage within the Historic District is that there is no minimum setback. It is determined based on the individual site characteristics when something is approved by Design Review Board, Planning Commission, or myself when reviewing sign permitting.

Mr. Armstead: Where is the entrance for this location?

Mr. Snowden: You should be able to see on the one site plan. They are proposing to keep this driveway in tact. The parking lot will be expanded into this area and the structure will be back here.

Chairman Rettke: Any other questions or discussions? I will move for approval.

(Vote.)

Chairman Rettke: I will say no because it does not meet the definition of hardship. There exists special circumstances and conditions but considering this is a Historical District. It is a 2008, fairly new ordinance by Council. We have had other issues with that overlay, and I will defer to Council by voting no.

Mr. Snowden: In that case, three votes against the motion so neither variance is approved. Sirs, I will provide you a written statement of the action of the Board, but you will have the right to appeal to City Council. You have 30 days to appeal in writing.

Mr. Scalf: I know you have cast a vote and I don't know the process, but is there a potential we could negotiate a reduced size? One that exceeds the limit of 20 but is below a 4 x 10? Maybe a 4 x 8? Is that possible.

Mr. Snowden: At this point, unless the Board chose to reconsider, you have to appeal to Council. What I would recommend, and you and I can set up a meeting, would be for you to appeal to City Council and provide a memo stating some items that would be acceptable to you. That is the best I can do for you. There is a limitation on reapplying on variances as well. I will provide that information to you in writing.

Chairman Rettke: That would be better. Have some options and what the minimum is you can go. We have that happen here before where we tried to arbitrate and come up with a specific size to only later have them say that the graphics will not fit. I was fine with the building sign. It is the front sign.

Mr. Snowden: Again, I don't want to have an extended discussion, you and I can set up a meeting. What you could do is reapply for the variances as two separate variances. You could apply for it in that way.

Mr. Scalf: I will not waste any more of your time. I appreciate it.

Mr. Snowden: My contact information is on the City website. I will provide this in writing.

NEXT STEPS

Following the meeting, Staff will mail a record of action notice to the applicant at the address provided. Provided the Board approves the application, the next steps are as follows:

1. The applicant should contact the Planning & Zoning Administrator at 614-322-6829 to submit an application for a zoning certificate. Staff will require two sets of plans to confirm compliance with the approved variance.
2. The applicant will need to contact the Building Division at 614-322-6802 to submit building plans for review, secure permits, and complete the required inspections for the proposed building addition.

RESULT:	FAILED [1 TO 2]
MOVER:	Anthony Rettke, Chairman
SECONDER:	D'Juan Armstead, Board Member
AYES:	Armstead
NAYS:	Rettke, Donovan
ABSENT:	Linder, Darling

D. NEW BUSINESS

1. **1914 Brice Rd.; Application #176412; Applicant: Darrel DeBerry; Business: God's Greater Moves Ministry; Special Exception Use Permit.**

Mr. Snowden: 1914 Brice Road - God's Greater Moves Ministry - Special Exception Use Permit. Application: #176211 - Special Exception Use Permit. The property is located on the east side of Brice Road, just south of Livingston Avenue. Existing Zoning: CC Community Commerce District / CCO Community Commercial Overlay. The request is for the Board to review and approve a special exception use permit for a new semi-public use in the CC Community Commerce District of the City. Current Use: Vacant Space. Proposed Use: Semi-public Use. Applicant: Darrel DeBerry. The applicant is requesting the Board to review and approve a special exception use permit for a new semi-public use within an existing multi-tenant commercial building in the CC Community Commerce District and CCO Community Commercial Overlay District of the City. The proposed semi-public use is the worship space for a church. The site is located on the east side of Brice Rd just south of Livingston Ave. Adjacent uses include commercial businesses in the CC - Community Commerce District. Along the west, the property abuts out-lots which front Brice Road. These contain a gasoline station and fast-food type businesses in the CC and CS Districts. Along the south, the property is adjacent to another commercial building the CC District, one of which contains a childcare center. Along the east side, the property abuts Truro Twp. Fire Station #162 and the City's Community Garden. I think we have all reviewed enough of these churches, or semi public uses to know that the main consideration for these is parking. They have adequate parking a the site to accommodate the number of people that can be on the site. The applicant stated that the church will be able to accommodate 50-100 worshippers. The parking requirement for a place of worship is 1 space for every 4 seats in the main worship space, which would mean the applicant would need to provide 25 parking spaces. Staff has calculated that the entire site provides over 336 spaces. If the entire structure was retail, only 210 parking spaces would be required. This site is over parked, assuming the entire site is retail. That gives the property owner some flexibility in that they can have other uses such as eating and drinking establishments which has higher parking requirements. In this case, assuming that the whole center is built out for retail with exception of this particular space, the property still has over 100 additional spaces assuming the inclusion of this use. The applicant's application does not indicate any additional outside activities that might conflict with the loading areas or waste disposal functions that take place at the rear of the shopping center. The applicant should clarify that this information is accurate. I recommend the Board should apply the standards for review of special exceptions contained in Section 1145.09 of the Zoning Code and determine if the proposed special

exception complies with those standards. Staff finds the proposed special exception in compliance with those standards and recommends approval of the special exception use permit. With that, I will turn things back over to our chairman, and I would be happy to answer any questions.

Chairman Rettke: Would the applicant please come up and state your name and address for the record? While he is coming up, would you identify which unit it is again?

Mr. Snowden: It is in the area that was previously used as the Touchdown Club's Bingo facility. The applicant can clarify if they are using all or a portion of that.

Mr. DeBerry: Darrel DeBerry Forrest Dr., Columbus Ohio. This is my wife, Tina. It is 1914, the olds Touchdown Club. It is between the old Bid Lots building and a restaurant. We are right in there.

Mr. Snowden: It is an approximately 8000SF space. I have been inside the space. Are you using the entire space?

Mr. DeBerry: No, we are using 5000 of it.

Mr. Snowden: So, you are going to be walling off a portion of it?

Mr. DeBerry: It was already there when we looked at it. It was a 5000SF and a 3000SF.

Chairman Rettke: What was the Federal Statute that we have to uphold?

Mr. Snowden: RLUIPA, Institutionalized Person's Act, that flushes out a lot of religious freedom and says that communities can not restrict religious uses in a manner that is inconsistent with other similar types of uses. I am paraphrasing. I have talked to our City Attorney at length and the bottom line is, if they have the parking, and here is why, the purpose of the Zoning code is to help regulate and protect the health morals and welfare of the community. That is why we regulate through zoning. That is in every zoning code in every city in America. It is difficult to argue that any type of religious use, whose fundamental job is to help people and provide for the welfare of the community, violates those provisions of the Code. So, my recommendation is to say that if we have adequate parking on the site, we need to recommend approval. That is the clearest advise I can give the Board, based on my conversations with Attorney Hood.

Chairman Rettke: That is something we have discussed and we have had the RLUIPA in our packs before so we are all aware of it. Any other comments, questions, or discussions?

Mr. Snowden: Mr. DeBerry, was what I said about the exterior of the property accurate? There is no exterior play area, patio, etc..., that would be in conflict. When we look at this, we also want to make sure that there is not going to be a play area next to the dumpster, etc... This is all inside of the property, correct.

Mr. DeBerry: That is correct.

Mr. Snowden: And 100 worshipers is accurate?

Mr. DeBerry: Yes.

Mr. Snowden: I have no concerns Mr. Chairman and Members of the Board.

Chairman Rettke: As far as the building goes, this is pretty much move in ready?

Mr. DeBerry: Yes. We have to do a little painting and some carpeting.

Chairman Rettke: I was in it years ago and it was in pretty bad shape and I didn't know what the status was.

Mr. Snowden: There hasn't been any physical damage to the interior. The tile has since been removed. They will be required to get occupancy. It sounds they will be dividing a space and I think I know where the space is because there was an area here at one point that was connected to another space. That is all building code requirements that Mr. Paszke's team will review. The bottom line is there is not any physical damage.

Chairman Rettke: Do you have any plans for that 3000SF, or is that off limits to you.

Mr. DeBerry: I think somebody else is looking at that 3000SF.

Chairman Rettke: So, you are going to close that off and not have access?

Mr. DeBerry: That is all in the process.

Chairman Rettke: Have you had another ministry here in Reynoldsburg? Do you have a foundation to build on.

Ms. DeBerry: We have done ministry in various Ohio prisons and nursing home ministry as well. Nothing in Reynoldsburg until now. But, we have been in ministry for almost 20 years, so we are not new to ministry, but we are new to Reynoldsburg.

Chairman Rettke: Any other questions or concerns? Hearing none, I will move for approval.

(Vote.)

Mr. Snowden: Very well, this is recommended to City Council. Under the Staff Report you will see the items that are remaining for you to complete the process. I will provide that to you in a written letter after I process the information from the meeting, typically tomorrow. This will be forwarded to City Council and City Council will contact you if they elect to hold any additional hearings. Again, given what you are hearing, some of the religious freedoms considerations, I wouldn't expect that. But, it will be up to the discretion of our Council

members. From there you will need to secure the Zoning Certificate and apply for building occupancy or building plans to do any other work that you need to do in the space. If you have any other questions, contact me. You have my information.

Chairman Rettke: Good luck and hopefully you will be around for a long time.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Rettke, Chairman
SECONDER:	Richard Donovan, Vice Chairman
AYES:	Rettke, Donovan, Armstead
ABSENT:	Linder, Darling

2. **1481 Lancaster Ave.; Application #176417; Applicant: Steven Hicks; Variance from Section 1171.06(A)(3) of the Zoning Code of the City of Reynoldsburg, to Allow an Accessory Building to be Constructed on a Side Lotline.**

Mr. Snowden: 1481 Lancaster Avenue - Single-family Dwelling - Variance. Application: #176417 - Variance Location: Property is located on the southwest corner of Lancaster Avenue and Rickly Street. Existing Zoning: R-3 Single-family Residence District. The request for a variance from Section 1171.06(a)(3) of the Zoning Code, to allow an accessory structure to be constructed directly on a lot line. Current Use: Single Family Dwelling. Applicant: Steven Hicks. The applicant is requesting the Board review and approve a variance from Section 1171.06(a)(3) of the Zoning Code, to allow an accessory structure to be constructed directly on a lot line. This is a 3FT reduction from the 3FT for accessory buildings required by Section 1171.06(a)(3). This will allow the applicant to construct a replacement accessory building on an existing foundations. The site is an existing single family dwelling with a detached garage/barn on a platted lot. All adjacent lots are also in the R-3 zoning district. The existing home and all accessory buildings were originally constructed prior to the enacted of the Zoning Code. The lot was platted prior to the enactment of the currently Subdivision Regulations. Variances are requested from the section of the Zoning Code that regulations the location of accessory structures. Section 1171.06 prescribes the setbacks requirements for accessory buildings and structures in all zoning districts. The purpose of these requirements is to maintain adequate separation between structures and to prevent construction of accessory buildings or structures that are unreasonably large given the size of the main structure or lot. Basically you have "x" amount of land to maintain adequate separation between structures and prevent construction of accessory buildings that are unreasonably large given the size of the main structure. The applicant claims hardship based on narrowness of the existing lot. The minimum lot width in the R-3 zoning district under the Subdivision Regulations is currently 70FT. The existing lot is only 60FT. The setback requirements for accessory structures of Section 1171.06(a)(3) assume that all lots meet the minimum size. The applicant previously had an accessory building in this location, but due to safety considerations, it had to be removed. Mr. Hicks and his wife purchased this site a couple of years ago and have taken it through to do some repairs. Since the site is in the Historic District, the DRB also has to approve any exchanges to the exterior. You can see the conditions as they are now, and prior to Mr. Hicks purchasing the home. What happened is Mr. Hicks determined that accessory structure was unsafe and that he needed to pull it down, so he went ahead and pulled it down, and in order

to reuse the same foundation, or roughly the same concrete pad, he was required to have the variance. If the structure was still there I would call this conforming.

Mr. Donovan: How did he build it in the first place?

Mr. Snowden: It was built years ago, probably prior to the Zoning Code going in place. He purchased the home. The Zoning Code went into place in 1955. Anything before that, you could have located structures pretty much wherever you want as long as it was not inside a public street. That is true of a lot of communities. In Columbus it is 1928. There were fire codes and things. Come talk to me if you want that history lesson. In this case, the structure was back there. Mr. Hicks made the determination that this thing is unsafe and he pulled it down. He is attempting to reconstruct the same structure on the same foundation. One of the main reasons that we have these setback requirements is to prevent neighbor conflicts. Although it is not a rationale to approve the variance, it is good that he is in communication with his neighbor. Staff has no concerns because accessory buildings of this type are typical of residential dwellings and the variance will not grant the applicant any special privileges regarding the overall lot coverage. He still has to meet the overall coverage of the lot and he is not in excess of that now and will not be with the proposed structure. Assuming approval of this variance, the applicant intends to reconstruct the accessory building, install a fence, and repair the existing barn. The applicant is aware that a certificate of appropriateness and a building permit will be required to complete the project, that is given the fact that it is the Historic District and the fact that his proposed accessory building is over 200SF. Mr. Hicks is in the construction industry. He is also on the DRB, so he will need to recuse himself from his own board. Mr. Hicks called me today to say that he had a family even and he is not here with us his evening. I recommend the Board should apply the standards for review of variances contained in Section 1147.05 of the Zoning Code and determine if the requested variance complies with those standards. Staff recommends approval of the application as submitted. I would be happy to answer any questions.

Chairman Rettke: Is there anyone here on his behalf?

Mr. Snowden: I do not believe so.

Mr. Armstead: So, the fence will butt up against that structure?

Mr. Snowden: Yes it will. The fence also will go down the property line there. Normally there is a setback from any public street. However, the way that alleys are defined in the Zoning Code, and I know this because I wrote the section to clarify it, that is going to be considered a side lot line. So the fence setback from like a front lot line is not going to apply. Again, one of the main things is we want to be context specific. This is very typical of how this type of property was originally developed back in the 1800's. This would probably look a little bit weird if it was on a platted lot in a suburban style neighborhood. But here, it works. He is also limited to 4FT for that fence, given the historic nature of the area. A 4FT split rail fence is a very typical fence type, split rail or picket.

Chairman Rettke: Any comments or concerns? As a surveyor, I will give my two cents. Hopefully he is aware that is on his property before he builds it. I will just ask Staff to pass that along that he is very confident in that location.

Mr. Snowden: Mr. Hicks is in the construction industry and I think he has a little more experience than your average homeowner.

Chairman Rettke: So, before he makes an investment and puts it 6/10's of an inch over the property line and has a bigger problem with his neighbor, that would be my only advice.

(Vote.)

Mr. Snowden: I will contact Mr. Hicks in writing and provide him the information. If memory serves me correctly, he is already scheduled for DRB next month, so if anyone has any interest in the case, just check out the DRB information and minutes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Rettke, Chairman
SECONDER:	Richard Donovan, Vice Chairman
AYES:	Rettke, Donovan, Armstead
ABSENT:	Linder, Darling

3. **8301 E. Broad St.; Application #176438; Applicant: Kailen Akers; Business: Aldi, Inc.; Variance from Section 1175.05 of the Zoning Code of the City of Reynoldsburg, and Ordinance 45-06 of the City of Reynoldsburg, to Allow a Building Addition with a 10FT Rear Setback, and 13 Additional Parking Spaces Within a Parking Setback.**

Mr. Snowden: 8301 E. Broad Street - Aldi Grocery Store - Variance. Application: #176438- Variance. The property is located on the south side of E. Broad Street, east of Waggoner Road. Existing Zoning: CS Community Services District w/ Limited Overlay is the Zoning District. I think we are all pretty familiar with the Shoppes at East Broad at this point. This was a part of the previous phase of the Shoppes. The request is for a variance from Section 1175.05 of the Zoning Code and a provision of the limited overlay approved by Ordinance 45-06 of the City Council. Current Use: Retail Sales. Applicant: Kailen Akers. The applicant is requesting the Board review and approve a variance from Section 1175.05 of the Zoning Code and a provision of the limited overlay approved by Ordinance 45-06 of the City Council, to allow a building addition and expanded parking lot. The site is developed with an existing commercial building and related improvements. Neighboring uses include other commercial businesses in the CS Districts, including retail sales, an eating or drinking establishment and some auto service related uses. To the east, the property abuts a corporate headquarters and distribution center in the RI restricted industry district. To the south, the complex abuts agricultural property in Jefferson Township. To the north, the property is adjacent to a shopping center and multi-family housing complex across E. Broad Street in the City of Columbus. A variance is requested from Section 1175.05, and its referenced table, Table 1175.05, which prescribe the setbacks for non-dwelling uses in all zoning districts. The purpose of these requirements are to maintain adequate separation between structures so as to

allow adequate air and light, reduce hazards from fire, and maintain uniform aesthetic appeal of all structures in the district. The applicant is also requesting that Board approved a variance from their limited overlay, contained in Ordinance 45-06 as approved by the City Council. A limited overlay is placed over a property when it is rezoned, and it is basically an agreement between the City and the property owner. The property owner, at their discretion, places additional restrictions on their own property that are acceptable to the City in order to allow the property to develop in a logical way. A lot of times they are used in situations where you have multiple uses on the site and you need a tool. The Zoning Code Regulations done address enough of the uniqueness about the site and how it is configured and additional regulations are required. The property owners use it, for example, to say their will never be adult uses on this property. In this case, the limited overlay prescribed a 25FT setback along the east side of the property for parking. The applicant is asking to reduce that to 15FT, in this case. The Limited Overlay also specifically named the Board of Zoning and Building Appeals and empowered them to grant variances from the overlay as if it was part of the zoning code. It is a little weird because it is not part of our main code. Building Setback - The applicant proposes to extend the existing commercial building to the south, and reduce the setback to 11FT from the required 30FT. Staff's concerns are minimal, as the property is immediately adjacent to the stormwater detention basin for the entire complex. This area is not developed and is not developable, so there is no danger that the addition will impede the provision of air and light, or that the buildings are too close together to constitute a fire hazard. I look at it as there is a setback, but it is within the same complex, so it is really not affecting anybody. It is really a technicality. This out lot is an individual parcel. The requested variance would reduce the setback for parking along the east edge of the property from 25FT to 15FT. Staff's concerns are minimal; the neighboring property is zoned RI Restricted Industry, which means the parking will not be moved closer to any existing dwellings. There is no minimum setback for parking areas from side lot lines in commercial and industrial districts that do not abut residential districts. So, the 25FT setback is something that is unique to the Limited Overlay. This variance will not reduce any of the landscape regulations of Chapter 1180. So, the applicant is still going to have to provide a landscape buffer. There is some natural vegetation there but some of that may have been thinned out. The applicant is going to need to screen that parking lot after they construct it. I will review that as part of their Minor Site Plan. The Board should apply the standards for review of variances contained in Section 1147.05 of the Zoning Code and determine if the requested variance complies with those standards. Staff recommends approval of the application as submitted. With that I will turn things back over to our chairman, and I would be happy to answer any questions.

Chairman Rettke: Anyone here to speak on this. Please state you name and address for the record.

Ms. Callos: Abby Callos. I work for MS Consultants, representing Aldi. We are located at 2221 Schrock Rd. Does everyone have the site plan that we had submitted?

Mr. Snowden: They receive it in their packets. So our proposal is to expand the building to the south about 22FT by 60 FT. This allows Aldi to get closer to their current standards for their store sizes. So, trying to meet the demand of the community for the product line. The

building will remain 10FT or more from all the property lines at all the points. Expansion is necessary to increase the sale floor area footage to their current prototype size. Aldi needs this larger sales floor due to the growing line of products that they carry. This store is approximately 3000SF smaller than their current stores they are building. The expansion to the south results in the least impact to the properties and community. Aldi also has in writing from Loews and the limited that they are in compliance with our proposal here for the expansion of the parking lot.

Mr. Snowden: Ma'am, could you email those to me so that I could have them for the file.

Ms. Callos: yes. Aldi has those but I can have them forward them.

Mr. Snowden: Again, Gentlemen and Members of the Board, I do not recommend that be our deciding factor, but it is something I would like to have on file in case the question is ever raised. Ultimately, the Board has to make a decision as to whether the variance is reasonable and required in order to compete it or not. That is the decision of the Board. When we have neighbors making comments, I like to maintain record of that in case it is ever raised again.

Ms. Callos: That is the main reason for the addition to the south side and then the addition of the parking and expanding into the existing parking setback, it goes in correlation with the addition of the building. The building gets a little bit bigger and we don't want to expand into the existing parking lot and reduce the parking count and we would prefer to expand the parking lot to bring our parking count closer to Aldi's national standards. For a new build prototype, they prefer 95 parking spots and 85 as a minimum. Our proposed project would go from 73 parking spots to 87 parking spots which is much closer to their national standards for parking. I know that this store is fairly busy and we want to make sure that we are accommodating to the community and have enough parking for everyone, especially since the product line will be growing with the expansion of the store. I think that is pretty much the general spiel, so if you guys have any questions,.

Chairman Rettke: I have a couple of issues. Your parking says you are going 73 to 87 but I see a net addition of 12. Where are the other two spaces?

Ms. Callo: Currently I believe to the east portion of the building near the loading dock there is currently some striping there that we are going to turn into parking. I am not exactly sure of their reasoning when they built the store originally why that striping was needed. I think, as you can see, people are already parking over it.

Mr. Donovan: The trucks getting in and out of there.

Ms. Callo: We have done a truck turn and that is why to the north portion there is that large striped area. The trucks use that to turn.

Chairman Rettke: We are requesting a, 11FT setback from 30FT to 11, but the one corner is at 10FT 2IN. Don't you think we out to change that?

Mr. Snowden: It would be amended to 10FT. I apologize if I caught the wrong number there. It is not a straight property line, correct?

Chairman Rettke: No, so I think we need to change that. That is not going to be storage, that is going to be retail floor?

Ms. Callo: That portion will be storage and the existing sales floor will push into the existing storage area. There will be a lot of interior upgrades so that the spaces inside are going to change.

Mr. Donovan: They have all those freezers and coolers back there. It is going to be a lot of work.

Ms. Callo: It is going to be a lot of work. We are relocating all of that within the store so the interior of the store will look closer to a new build store where they have the cooler and freezer in the same.

Mr. Snowden: Mr. Chairman, if you look on your Agenda under Item 3, the official request for the variance, I worked with the applicant to write west 10FT. I must have just saw the 11FT when I was looking at the site plan and somehow that got into my brain. There is no reason to make any amendments. It is on the Agenda properly, so that is what the Board will officially be approving.

Chairman Rettke: So is it 13 or 14 spaces we are gaining?

Ms. Callo: So we will be gaining 13 spaces but there will only be 12 in the portion that is being expanded.

Chairman Rettke: I struggled with the math. I couldn't figure out where the other two were going, now it seems like we are only gaining one. Not that it makes a big deal. I just want it to be right.

Ms. Callo: I'm sorry, I don't have the existing site plan here with me to. We are adding 14 spaces, but only 12 spaces are in the existing parking setup.

Mr. Snowden: I think you are taking two from here.

Ms. Callo: Correct.

Mr. Snowden: Ultimately, just to be clear, they are going to have to apply for a Certificate of Appropriateness from DRB for the building architecture. What they are proposing is consistent, so DRB is probably not going to have any concerns as long as it is properly landscaped and they are not modifying too heavily what is back there. Secondly, they are going to have to apply for a Minor Site Plan which I will calculate. It's the minimum number of parking for that area. Ultimately if they want to be overparked for that to meet their

national model, that is their choice, as long as they are not exceeding the overall paved surface requirements for the lot, which they are not going to be. Just so you know, if it is 89 or 87, the bottom line is does the Board think it is reasonable and necessary or not.

Chairman Rettke: I just want to make sure we are all in line.

Mr. Snowden: Absolutely. It was not a criticism of what you are doing, I just want to let you know what the other layer is.

Ms. Callo: It will remain open. There may be a few weeks of closed construction, but for the most part, Aldi likes to keep it open during construction as long as they possibly can. With this store, the interior layout is changing quite significantly. It might be closer to four to five weeks of closed construction. But, I would have to confirm that with the general contractor. He is still in negotiation.

Mr. Snowden: Get a hold of our Building Division as soon as you can. They can help coordinate.

Ms. Callo: We have, and as long as this gets approved here, we will be applying for a building permit and doing plan review as well.

Chairman Rettke: Any other discussions or comments?

(Vote.)

Mr. Snowden: Ma'am, the items are listed on page 14 of the Staff Report which will tell you what remains. To my knowledge, your team has already applied for a Certificate of Appropriateness and you now need to apply for a Minor Site Plan, which I can approve once the Certificate of Appropriateness for the architecture is approved, and then work with our Building Division. You can begin the building plan approval now, but you are not really going to be able to proceed until you have the DRB approval. Ok?

Ms. Callo: Ok. Great. Thank you.

Mr. Snowden: And, I will provide that to you in writing.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Rettke, Chairman
SECONDER:	D'Juan Armstead, Board Member
AYES:	Rettke, Donovan, Armstead
ABSENT:	Linder, Darling

4. 6541 E. Main St.; Application # 176441; Applicant: Votem Ventures, Inc.; Special Exception Use Permit - Eating and Drinking Establishment.

Mr. Snowden: 6541 E. Main Street - Banquet Hall - Special Exception Use Permit. Application: #176441 - Special Exception Use Permit. The property is located on the south

side of E. Main Street between Beeler Drive and Crest Street. Existing Zoning: CC Community Commerce / CCO Community Commercial Overlay District. The request is for a special exception use permit for a new eating and drinking establishment. Current Use: Vacant. Applicant: Votem Ventures, Inc. The applicant is requesting that the Board review and recommend approval of a special exception use permit for a new commercial banquet hall in an existing commercial building. The site is developed with an existing commercial building which is currently vacant. This is known to locals as the Cattle Club. We have looked at a couple of different uses that were special exceptions. All neighboring properties are zoned CC and within the Community Commercial Overlay District. To the east, the property is adjacent to a mobile home park in the MH Manufactured Housing District. To the south, the property abuts a single family home in the R-3 District. The existing site is currently vacant, but has supported a variety of commercial uses over the years. The proposed use is consistent with the neighboring uses. This is not an inappropriate use for E. Main St. The hours of the proposed banquet hall could be evenings or weekends and I would like the applicant to clarify because you could have some negative impact on the adjacent single family dwelling use. I would like some clarification from the applicant. Table 1179 of the Zoning Code requires one parking space for every 100SF of building area for this use. This would require the applicant to have 126 parking spaces assuming that the entire building, which is over 12,000SF, was used for this use. As you can tell from the site plan in your packet, only has 55 existing parking spaces. This is less than half of the Code requirement for this use. The applicant should clarify the exact area of the building to be utilized for this use, and Staff will provide a new parking calculation. I have had conversations with this applicant in which they indicated to me that they are not intending to use the entire building for this use, but I could not find that and I would like the applicant to clarify. The Board does have the power to reduce the parking requirements per Chapter 1179, but due to the heavy parking demand for this use, Staff suggests the Board do so with extreme caution. We are talking about something that has less than half the code requirements where the length of stay can exceed that of your normal in and out restaurant, and we need to be sensitive in this case. That is my main concern is the parking. The Board should apply the standards for review of special exceptions contained in Section 1145.09 of the Zoning Code and determine if the proposed special exception complies with those standards. With that, I am happy to turn things back over to our chair.

Chairman Rettke: Is the applicant here?

Mr. Snowden: I am not recognizing anyone associated with this applicant in the room. They were notified of the meeting.

Mr. Donovan: We should table it.

Mr. Snowden: That would probably be my recommendation in this case. Mr. Havener just pointed out that they did provide an interior drawing that showed some of what they called assembly space there. But my concerns has been that this has had a couple of different uses and the configuration has been changed a couple of times so I really would like to have a

definitive answer from the applicant. There was existing, there was an office use, there was a church use that tried to move in. They got approved for their Special Exception but they didn't complete the process with their building permits. They did some modifications to the space. My point is to say that this one has been in flux and I really want to speak with the applicant more in depth and have them clarify exactly what they are doing.

Chairman Rettke: I concur. Any time we have done these banquet halls we have had discussions with the applicant to determine the hours of use and extent, whether they are outside and the volume of people.

Mr. Snowden: Mr. Chairman, and other Members of the Board, the concern with this banquet hall use is that this can kind of turn into a private night club, and I am not saying this is the case with this applicant, but there have been cases where these things are approved as a private banquet hall but then they ended up getting rented out to the same person every weekend. At a certain point it is not a banquet hall anymore, it is a nightclub, and that is a different use and has different considerations and so forth. That is why I am being a little more cautious than I would be under normal circumstances.

Chairman Rettke: Based on the applicant not being here, I think it is wise to table that.
(Vote.)

Mr. Snowden: I will contact the applicant, provide them the feedback, and the information the Board requested, as well as staff, and see if we can get that clarified for our April meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 4/20/2017 6:30 PM
MOVER:	Anthony Rettke, Chairman	
SECONDER:	Richard Donovan, Vice Chairman	
AYES:	Rettke, Donovan, Armstead	
ABSENT:	Linder, Darling	

5. **955 Lancaster Ave.; Application #176520; Applicant: Chuck Kirk; Business: Summer Rays, Inc.; Variance from Section 1179.03 and Table 1179 of the Zoning Code of the City of Reynoldsburg, to Allow Removal of a Required Enclosed Parking Space.**

Mr. Snowden: 955 Lancaster Avenue - Single-family Dwelling - Variance. Application: #176520 - Variance. The property is located on the west side of Lancaster Avenue just north of Warwick Avenue. Existing Zoning: R-3 Single-family Residence District. The request for a variance from Sections 1179.03 and Table 1179 of the Zoning Code, to allow removal of a required enclosed parking space. Current Use: Single Family Dwelling. The applicant is requesting the Board review and approve a variance from Section 1179.03 and Table 1179 of the Zoning Code, to allow removal of a required enclosed parking space in an existing single family dwelling. This will allow this garage to be converted to living space. The site is an existing single family dwelling with an attached single car garage. All adjacent lots are also in the R-3 zoning district. The existing building and lot appear to meet all the requirements of the Zoning Code for that district. STAFF REVIEW - Regulation Intent - Variances are requested from two separate but related sections of the Zoning Code. Section

1179.03 and Table 1179 prescribe the required parking spaces for all uses, and outline procedures for the Board to make determinations about parking in unusual circumstances. The intent of the regulation is to ensure that property owners is responsible for providing adequate parking for uses on their property so as to insure that adjacent public streets are not overburdened. This case was referred to the Planning & Zoning Division from the Code Compliance Division. A Code Compliance Officer observed the modification of the existing garage and confirmed that a zoning certificate and building permit were required. The property owner was notified to apply for the variance in order to conform the property. In the event the variance is denied by the Board, Staff will continue enforcement of the provision of Chapter 1155 of the Zoning Code. The applicant would have the right to appeal the denial of the variance to City Council. Non-conformance - Table 1179 requires two enclosed spaces for new single family dwellings. This property has only one enclosed space, and is considered a non-conforming structure under the provisions of Chapter 1159. That chapter states that non-conformance cannot be increased. So basically, in layman's terms, if you have something that is non-conforming to the current code, it may continue to exist. I, as you Planning and Zoning Administrator, can not order it to comply with the new code, but it can not be reduced in its conformance. The non-conformance may not be increased. For example, in this case, I can not force the applicant to go to two parking spaces, but the applicant can not reduce by removing the one enclosed space because two are required. Therefore, a variance is required to proceed, in this case. The applicant has provided a statement of hardship, but the statement does not address the requirements of the Code. The applicant's claim of hardship is based on their desire to complete the project. The applicant has also made the claim that other homes in the area or in the same zoning district have converted enclosed garages to living spaces. That is accurate. Staff's review of the Zoning Code indicates that the requirement for parking for single family dwellings between approximately 1955 and 1999 was one space per dwelling. That was the Code requirement. Any conversions made prior to enactment of a Zoning Code revision in September of 1999 would not have required a variance. So, if you bought your Huber home in 1960 and converted the garage in 1970, based on all of my research, that did not require a variance. Staff has visited the site, and determined that the property has at least 3 unenclosed parking spaces in addition to the one enclosed space. This exceeds the current requirements of Table 1179. In the table in front of you, on page 20, I have provided the information. Unenclosed spaces - code requires two, existing at the site, approximately three. Enclosed spaces - current code requires two, existing at the site is one. We are looking at the variance and confirming that the work was done. Four spaces are present and a total of four were required. So basically, what I am getting at here is I can support the variance assuming that we still have a total of four parking spaces on the site, given the code requirement to have at least four, two enclosed and two unenclosed spaces. The Board should apply the standards for review of variances contained in Section 1147.05 of the Zoning Code and determine if the requested variance complies with those standards. If the Board determines that the applicant has met those standards, Staff recommends the following conditions: That the applicant shall provide at least 4 total parking spaces on the site, and shall provide a plot plan dimensioning the existing unenclosed parking spaces, so the Planning & Zoning Administrator can determine if additional unenclosed parking spaces are required. I need the parking spaces dimension. Right now, the conditions are that there was gravel at one point, which is not a permitted material for residential driveways. So, you can see here from the photo in front of

you that you sort of have two here, maybe two here. I am going to need those dimensions based on the size requirements that are contained in the Zoning Code. That the applicant shall be required to provide additional unenclosed spaces to meet the requirements of Item #1 if the Planning & Zoning Administrator determines that the existing unenclosed spaces are not adequate to meet those requirements. So for example, if the Zoning Code says based on the size requirements, if I measure this and this says we have three parking spaces here, the applicant is going to have to provide additional unenclosed parking spaces. That is my recommendation for the condition until we get to a total of four that are required under Item number 1. All paved areas utilized for parking, including any additional parking areas installed under Items #1 and #2, shall be installed and maintained in compliance with the requirements of Chapter 1179 and of the Property Maintenance Code, to the satisfaction of the Planning & Zoning Administrator. Clearly you can see this is not in great condition here. You have gravel that has been here, and gravel back here. If we are going to allow this variance, my recommendation is that we have got to get this cut up stuff and I need to be able to measure that out and view it. 4. The applicant shall apply exterior materials to the proposed converted garage that are consistent with the color and materials of the existing structure, to the satisfaction of the Planning & Zoning Administrator. I thought I had a photo of this property. Here you can see the garage. Basically what has happened is the garage door was removed, framed out, and a cedar shake siding system was placed that is different than the exterior of the rest of the home. As a condition of this, I would recommend if the Board chose to approve it that they require the applicant to utilize the same material so that we at least have some architectural consistency here. 5. That in addition to the requirements of Section 1147.07, which states that variances are good for a year, this variance shall be considered void if the applicant fails to secure a building permit or otherwise meet the requirements of the Building Code to the satisfaction of the Chief Building Official within the time period specified in that Section. Basically, as far as we can tell right now, a building permit is going to be required. Our Chief Building Official may make a determination that is not necessary, ultimately that is his decision based on the Code. What I am saying is the Chief Building Official requirements must be satisfied within the year that the variance is approved in order for this to be considered acceptable. That is also a condition I am recommending if the Board chooses to approve. With that, I am going to turn things back over to our Chairman, and I am here to answer any questions.

Chairman Rettke: I am sure there will be some. Does the applicant have a representative here? Please state your name and address for the record.

Mr. Kirk: I am Chuck Kirk, Tanya Terrace,

Chairman Rettke: So I am guessing you have already started construction of the garage enclosure?

Mr. Kirk: Yeah, I moved to Reynoldsburg in 1998. So, when I got here roughly almost 20 years ago, you know, meet neighbors, talk to people, I have got three high school graduates and three college graduates and two now at Wagonner Middle School now in 5th grade. At any rate, I have 25 houses in the City. So, whenever I go down Lancaster Ave., one of the things that I liked about that house when I bought it in, I think I bought that one in 2006

because I bought the little Rev Studio on Main Street which started the onset of all of this happening back in 2005. So, it was like one of the next houses that I bought next to the one on Main St. At any rate, the garage, when I bought the house, yes, the gravel, it had a nice gravel lot off to the side. It was in proportion from the garage start to the end of the house. There is additional parking for two on the left as well so it was a nice big kinda square, and then the driveway was just the driveway. That all was already there. It was an attractive look because there is a creek that sits on, and JFK Park which is behind there. It is a pretty lot. It is almost a half acre. The house next door is kinda, there is a big lot between us, and as you can see, there is plenty of open space which makes that property gorgeous. One of the things I bought it for over 11 years ago, I was going to finish that garage. It was not a garage at all. That was a little heated space. The guy that owned it, it was a foreclosure. Look at my drawing, it is only 15FT long inside. So they have already, from the back of the house, pulled that garage short, if that makes sense. I do not know what the original dimensions are. I could not go back that far. It is not a new house. It has been on Lancaster for a number of years. But it has already been cut short 10FT. It was kinda used for like bicycles or go carts, or something like that. It was clearly not a garage at all. You guys have been around for a long time. We have been through five or six building officials since '05. You know what I mean? And so, I have gotten different versions of how to take a garage door down and turn it into part of the house. That is what I put into my report. You can drive all over Reynoldsburg. There are millions of different designs on how they took that garage door down and exited the house. My goal, and I stopped so it is hard to see what the vision I really have for that house was, I want to take the iron railings off of the front. I want to go with two round columns. The new fiber glass columns for the front. I want to get a new front door on there. What I was doing was cedar shaking the front. So, leaving the sides and the rear, the T-111, the original siding, the historical look. I want to get a new front door on there. What I was doing was cedar shaking the front. So, leaving the sides and the rear the T-111. I wanted to maintain some of the look of the house. But, I wanted to accent the front with cedar shake, which is not an uncommon look with T-111 on the sides. I was going to accent with two columns and also we are going to match those two columns to the rear porch where it goes out to the creek. There is a patio out back there with a 10 x 10 sitting room and then a 10 x 10 porch. I assume older folks may have owned it because of the way that it looked. They could sit inside or outside because it is almost identical, 10 x 10 in and 10 x 10 out. So, that was my goal. I got a call that hey, you need to pull a permit for that. I have never heard that in my life. We are not changing the structure. I am not cutting into the house. I am not doing anything other than me taking a door down and turning it into a window. It is the thing I have seen down here for almost 20 years. He said, well I am the new building official and I want a permit. So I go in and basically, so when I get watched and followed around and talked about as you may know. So I go in and see Eric and Eric says this needs a variance as well. For what, it is a half acre lot, it is a 15FT by maybe 7 space. You know what I mean, it is not even usable as a garage and I have already been compensated before I even bought it. There is gravel off to the side. There is an abundance of parking. You can have two to the side of that garage and you can have two facing the neighbors house. So, there are at least 4 - 5 parking spots. I apologize. I was not trying to do anything that anybody would do. You know, busy with kids, busy with other residents talking to other people, and just being busy with life. Twenty-five houses, I thought I would cedar shake the front, accent it with some columns, put a brand new nice stainless steel door

on the front. Make driving down Lancaster look pretty. Accent the creek so the residents that I have in there could be comfortable, feel better. A little bigger ranch, a little more livable space. And make the ranch a little prettier than that little garage door. You know what I mean? That was my mindset. So, here I am. I hope you guys will stand behind me on my new look.

Chairman Rettke: Caught me off guard. I did not realize there was a requirement for a garage.

Mr. Kirk: I was totally flabbergasted myself.

Mr. Donovan: That has been in effect since the 80's.

Mr. Kirk: If you had told me that, I would have probably called you a liar.

Mr. Donovan: Back in where the apartments are, Bell Homes wanted to build a bunch of homes in there and they wanted to just put them up there with no garages and we said no. We said you have to have a garage or you are not building them. That was in the 80's.

Mr. Kirk: I was just trying to make a nice flowing ranch across there. It was not really ever a garage, like I said. If you look at the Auditor's Report, it will show you that the 10FT is already a part of the house.

Chairman Rettke: What is in the 10FT where the garage would extend into?

Mr. Kirk: It is a nice little carpeted desk area. Like a little office desk.

Mr. Donovan: How many people live in this building? Is there a family in there?

Mr. Kirk: No, I am a 501(c)3. I help people that have overcome a drug and alcohol and drug addiction. I call that my retirement ranch for a lack of a better word because I have about 5.

Mr. Donovan: How can you be in charity if you are renting places for profit?

Mr. Kirk: It is part of our residential program. It is an extension of treatment. I am a 501(c)3.

Mr. Donovan: That is a charity.

Mr. Kirk: Correct.

Mr. Donovan: I can understand being a non-profit, but not a charity.

Mr. Kirk: I have five guys that are in there that are leaving treatment centers and such. We call it our retirement ranch because they are older because we do not have them in some of the houses with steps and stuff like that. We started this project in roughly 2008. I felt a guy

that graduated law school, barber school, cosmetology. We are trying to defy the odds. Ohio is number 1 in the nation for overdoses. We are losing a 19 -27 year old every three hours. That is what keeps me busy the most, fighting that battle. We have a lot of young folks that we are helping overcome that. You know Reynoldsburg is the City of Respect. If you want to change then we will get the hell out. That is the bottom line. My kids graduated here. My daughter was valedictorian last year. She got her scholarship to Capital. I have another daughter who is graduating Kent this year as a senior in the fashion program. You guys may know my son Jeremy Kirk. He is at every high school game. He is the kid with Down Syndrome. I am just trying to improve the City and keep it beautiful. I love Reynoldsburg and I just take one house at a time when I can get to it and I try to make it as nice as I can. I started with a little house on Main St., 7480, a little butterscotch and maroon one and it at least triggered a lot of exposure. Today when you drive down through there you can feel a little more confident about how it looks. I don't know what he meant by the materials. Cedar is on the side so I picked cedar shake on purpose just to accent the front, and I want to take it all the way across. It looks a little hodge podge right now but I didn't want to do anything further against what I was allowed to do. You know what I mean?

Mr. Snowden: What I am saying is, if the Board chose to approve it, I am recommending that they put the condition on there that you have to complete that. I am not saying I do not like the material choice.

Mr. Kirk: I thought you wanted me to put T-111.

Mr. Snowden: No. You could choose to do that if you wanted to, but what I am saying is, whatever material you put across the front, be consistent, and you will have a year to review that if the Board chooses to approve it and put that condition on it. I am trying to give them conditions that are going to make them feel comfortable doing something that frankly they really shouldn't necessarily do based only on the regulations of the Code. Not based on any particular person, just based on what the regulations say.

Mr. Kirk: You guys will love it when it is done. It is like the studio. When I get done it comes out pretty nice. I think I am going to lighten up that green too.

Mr. Armstead: As far as the garage door, what do you have planned as a replacement?

Chairman Rettke: It is already done.

Mr. Kirk: I have a vinyl window in there with a nice little arched top.

Mr. Snowden: I apologize, I do not have a photo of it. Basically the door was removed, and the wall was framed there.

Mr. Armstead: How big of a window? Is it just one panel?

Mr. Snowden: It is like a picture window, isn't it?

Mr. Kirk: It would be like a picture with a little bit of an arched top. It is very appropriate. It is size proportionate. It is not huge. It is white framed.

Chairman Rettke: The in fill was cedar shakes, and then T-111 green.

Mr. Snowden: This window replacement is still present.

Chairman Rettke: Yeah, you still have a window there.

Mr. Kirk: Yeah, I left everything. I just took the door down and put that picture style window in.

Chairman Rettke: You learn something new every meeting. I did not know you had to have a minimum of two.

Mr. Snowden: Correct.

Chairman Rettke: I can see why.

Mr. Kirk: With the openness of that lawn, when there are a couple of cars you barely notice it. Doesn't the City actually have access right there?

Mr. Snowden: It does. There is a lot that is owned by the City. At one time it was thought, maybe in the 50's or 60's, that someday they would build a bridge and connect over to Lancaster Ave., but they never did. The City retains the land.

Mr. Kirk: That is why that space is so wide on the side, the city actually owns.

Mr. Snowden: It is about a 40FT lot.

Mr. Kirk: It is nice and open.

Mr. Armstead: My comment would be, make sure you have the appropriate space, as far as the four spots.

Chairman Rettke: Do you have any intention of paving that?

Mr. Snowden: I want to just clarify in layman's terms exactly what I am saying by those conditions. It looks to me that we have about three spots there but just because of the nature of gravel, and the materials and so forth, they tend to migrate and if they are not maintained, they tend to go away. So, what I am saying is that I think that if Chuck can go into his files, give me his plot plan, not an aerial photograph but the plot plan from when you bought the thing, it will show us the dimensions of that paved area, and I will be able to sit down, look at it, and say that Chuck has four unenclosed spaces there, so he is still meeting the overall number of spaces for single family and we are good.

Mr. Kirk: I think it would look better paved, I just don't know exactly when I can do it.

Mr. Snowden: What I am saying is I would make that determination because the Code gives a specific requirement for what a parking space is. The parking space is 18FT deep and 9FT wide. Now for residential, they can be stacked. For everyone else they can't be stacked. What I am saying to you is the driveway could be two spaces and this could be two spaces. I have to have that on the plot plan laid out with the dimensions. What I am saying is that in the event that those dimensions don't quite meet that, you are going to have to pave the remainder of it, is what I am saying. What I am saying is we are not going to use the gravel to meet the requirements of this. You are asking the City to bend a requirement of the Zoning Code for you, which is the unenclosed spaces need to be paved. That is all I am saying.

Mr. Kirk: Ok.

Mr. Snowden: Again, Chuck you have a year to do it. It is not like you have to do it in 30 days.

Mr. Kirk: That is doable if I have a year. I will get it done this summer.

Mr. Snowden: I really think if you get the mortgage survey, and you sit down and detail it out.

Mr. Kirk: I am almost certain, 9 x 18 is 36FT. That driveway I am pretty sure is over 36FT.

Mr. Snowden: Unfortunately, in my world, I can't simply take your word for it. I have to have the mortgage survey laid out. That is the point of going through all of that. The main reason that I am asking in that big of detail, in the event that someone were to make that request of the City, to show them why this was approved, I can provide your plot plan with the dimensions of the parking and say he is meeting four spaces for single family.

Mr. Kirk: It would actually look nice if I kinda cut that off to the left a little bit a brought more of a little curve to it and put the four and then use two in the driveway.

Mr. Snowden: There is more than one way that you could configure it, but what I am telling you is we have got to have four spaces here. I think that is reasonable given the fact that you are asking the City to waive this requirement for you to have it enclosed.

Mr. Kirk: I appreciate that, as long as I have the summer to do it.

Mr. Snowden: You have up to a year to complete the process.

Mr. Kirk: I can do that.

Chairman Rettke: So items one thru three basically deal with the driveway. Four he has already admitted he is going to cedar shake the whole front of the house. Five was...

Mr. Snowden: Mr. Rettke, the reason I am making that suggestion number five is because the Zoning Code says you would have a year to get the Zoning Certificate for the project. What I am saying is given the fact that work has already been done, and based on Mr. Pazke's cursory review of the situation, it does require a building permit. Now he may get into further discussions with Chuck and it is completely within the purview of the Building Codes that we are required to follow here. And, in addition to 1147.07 that says you must have a zoning certificate, I am saying he must have a building permit or completed the Building Department's requirements to the satisfaction of our CBO. I am just adding that to that same requirement. He would have a year to do it per that section.

Chairman Rettke: Do you understand all of that?

Mr. Kirk: Yeah, yes.

Mr. Snowden: If you come in and John says you are fine, then that is fine. If he says you have to get a building permit, you have a year to get a building permit. I understand that. You have been waiting on us to approve the variance, but that is part of the process.

Chairman Rettke: Any other discussion or comments?

Mr. Snowden: Mr. Rettke, in the event that you wanted to make a motion and you didn't want to read those items out, what you could do is say that the motion is based on the conditions 1 - 5 listed in the Staff Report.

Chairman Rettke: I move for approval of Item D, 5. With the conditions outlined in the Staff Report marked as 1 - 5 be adhered to.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Rettke, Chairman
SECONDER:	D'Juan Armstead, Board Member
AYES:	Rettke, Donovan, Armstead
ABSENT:	Linder, Darling

6. 1024 Tiffany Dr.; Application #176558; Applicants: Dennis Cole and Kimberly Cole; Variance from Section 1175.03 of the Zoning Code of the City of Reynoldsburg to Allow a Building Addition with a 6FT Setback from a Side Lotline.

Mr. Snowden: 1024 Tiffany Drive - Single-family Dwelling - Variance. Application: #176558 - Variance. Location: Property is located on the northeast side of Tiffany Drive, just east of Matterhorn Drive. Existing Zoning: R-3 Single-family Residence District. The request is for a variance from Sections 1175.03 of the Zoning Code, to allow a building addition with a 6FT setback from a side lotline. Current Use: Single Family Dwelling. Applicant: Dennis & Kimberly Cole. The applicant is requesting the Board review and approve a variance from Section 1175.03 of the Zoning Code, to allow a building addition from a 6FT setback from a side lotline. This is a 2FT reduction from the 8FT required by Section 1175.03 and Table 1175.03. The site is an existing single family dwelling with an

attached two car garage on a platted lot. All adjacent lots are also in the R-3 zoning district. The existing building and lot appear to meet all the requirements of the Zoning Code for that district. Variances are requested from two separate but related sections of the Zoning Code. Section 1175.03 and its referenced table, Table 1175.03, prescribe the setbacks and lot coverage requirements for dwellings in various zoning districts. The purpose of these requirements is to maintain adequate separation between structures so as to allow adequate air and light, reduce hazards from fire, and maintain uniform aesthetic appeal of all structures in the district. The applicant claims hardship based on the physical disability of a family member. The applicant needs to add a 12FT building addition to accommodate an additional garage bay. The applicant has a two car enclosed garage here, and they are proposing to add an enclosed garage in this location on the property. The extra wide garage is required to accommodate an accessible van. Staff's concerns are minimal. The reduction of the setback by two feet does not significantly affect the provision of air and light nor increase the fire hazard in a significant way. Since garages are permitted in residential districts, the proposed variance would not provide any special privilege for this property. So, in this case, the person wants to add more enclosed garage space than they are required in their zoning code, unlike our last application. But basically, they are proposing to add on to the building here. They are not able to add on to the front because that would be encroaching on the front setback, and it would be disturbing the setbacks for all the properties down here. With that, I recommend the Board apply the standards for review of variances contained in Section 1147.05 of the Zoning Code and determine if the requested variance complies with those standards. Staff recommends approval of the application as submitted. I would be happy to answer any questions of the Board.

Chairman Rettke: Would the applicant please come up and state your name and address for the record?

Ms. Cole: Kimberly Cole, Tiffany Dr.

Mr. Snowden: Ms. Cole, you can do a better job than I can. Why don't you tell the members of the Board specifically how you need to operate there and why it is 12FT wide and all that good stuff that you told me in our conversation.

Ms. Cole: Our current garage, as you stated, is considered a two car garage, however with having a mini van you have to have access for the doors to open up wide. We have a portable ramp to use for me transitioning, and outside of the house. Plus we have adaptive equipment that she uses, a bike and numerous other things. So, it really takes up and doesn't allow for a two car garage. Adding on to the existing part of the house, will give my husband some garage space. We are going to put two garage doors on. One in the front and one in the back, which will give us access to the back of the property if need be for anything. The front of the property will be the closest point as we are on a pie shaped lot. The further back we go, the further we get away from our neighbors. We were previously here in 2014 and was approved. However, once I contacted our builder, he declined that he could not commit, so that left us having to go back and re-interview builders to try to find a good contractor. He was out of the Mt. Vernon area. Actually, as a matter of fact, we have spoken to him trying to find other builders because we have seen his work and he actually took up truck driving to

make money. That is what he is doing. Our current builder that we are going to be working with is with Mr. Woodell, Woodell Builders. And, he would be the one doing the construction of the garage.

Mr. Donovan: How are you going to access this garage. Is it just from the outside?

Ms. Cole: Yeah, there will be no man door. Her bedroom is there. Her master bedroom is there. That would then be a fire wall. She has a window there and we are actually going to enclose that.

Mr. Donovan: If you have a wall there and it is a garage, I would think you could open it.

Ms. Cole: We have a closet there. The master bedroom and her bedroom, actually. So there is really no way. When you are talking about the appearance, making it look uniform, our goal, and actually I talked to the guy that put the brick on, so we are trying to match the brick so that the brick would match the front of the house. If not the other. We are going to put new siding on the other three walls. Anyhow, we have learned a lot about construction and matching brick and re-cosmetic. We really just want to match the brick on the front. It is hard when you have brick that is 15 years old and they don't manufacture that pattern anymore, get a lighter brick and then paint the pattern on. And that person does not do any of it.

Mr. Armstead: Will they have to get a building permit?

Mr. Snowden: There is going to be an accessory structure over 200SF that would be exempt from the Building Code, but then there is a setback for the accessory structure. A lot of folks on these, what we call pie shaped lots, have challenges with this because as you are going back the property is getting wider. This is a pretty typical request. And, as I tell the Board all the time, our question is are we being reasonable. This is something that comes up a lot because of the way these lots are configured. The overall frontage there on that curve is forty some odd feet.

Mr. Donovan: I think with your garage door, and stuff like that, your brick will be minimal on the front. Did you manage to match the other garage door with the new one?

Ms. Cole: Well, we are trying to match that. We didn't do that brick. The brick was already done. The woman that previously owned the house had one brick pattern up and did not like it and had them take it off, and then put that pattern up. We have heard the history of the house with the brick on the front. I talked to Larry Bucilla about a week and a half ago and asked him if he could recall where he got the brick from. I have been to all the masons.

Mr. Donovan: I know a guy that does brick work. I will give him a call.

Mr. Snowden: Gentlemen, the bottom line here is, is there a way to accommodate this size of garage being placed on here without the variance? And again, my position is sorta no. If the Board had any concerns about materials, the Board would be welcome to enact a condition as

we did on a similar. The reason we did, I just want to be clear on my reason, the reason I was being slightly more persnickety with our last applicant is because some of the work is already done. And, I need it to be consistent with what is there and follow the process and so forth, but in this case, approval of the variance as Ms. Cole has stated, and the last time they were not even able to move on because of other reasons. Just to be clear, you have up to a year from the approval to move forward. If you contacted me, if you weren't able to move forward, myself or the Board can grant some additional time, up to an additional six months. I have to look at the code specifically. Don't let that time run out this time if it gets approved.

Ms. Cole: It really was heartbreaking.

Mr. Snowden: My final comment would just be that I think that granting the variance and having this be something that is attached and integrated with the overall structure is going to be superior in its look and design. Trying to attach something that does not really work, or trying to put an accessory structure or detached garage at the back and have to get a variance for that because it is too close or too big, and that sort of thing.

Chairman Rettke: A 12FT door is not typical, right? That will be a nice size little garage there.

Mr. Snowden: Have you talked to your neighbor?

Ms. Cole: I haven't but they did not seem to mind.

Mr. Snowden: Ultimately that is not a consideration that the Board is allowed to make, but I just want to know whether my phone is going to blow up if it gets approved.

Ms. Cole: No, we approached them when they first moved in.

Mr. Snowden: As I tell people all the time, it is possible to be in compliance with all of our city regulations and still not be a nice person. So, I always encourage people if they haven't at least talked to their neighbor to do so.

Ms. Cole: Actually we have made them quite aware.

(Vote.)

Mr. Snowden: Ms. Cole, if you look on the very last page of the staff report, page 24, those are the remaining steps you will need to complete to complete the project. I will provide that to you in a letter that I will write and mail to you address. And, you will have up to a year to apply for the Building and Zoning Permits to move forward with the project. If you are getting close to your time, call me because there is a possibility to get additional time as long as you move forward and are making an effort to move forward. Thank you and have a great evening.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Rettke, Chairman
SECONDER:	Richard Donovan, Vice Chairman
AYES:	Rettke, Donovan, Armstead
ABSENT:	Linder, Darling

E. OTHER BUSINESS

1. Proposed Updates to the Rules of the Board of Zoning and Building Appeals

Mr. Snowden: As you recall from the last meeting, there were some Rules updates that were mainly procedural and had to do with titles, and under Section 4.1 the Secretary is elected as well. That is per the City Charter. The Planning Commission was working on some Rules updates that reflect these so I went ahead and suggested these to the Board. You should have received and have these in front of you, and email copy, and a set where the changes are highlighted in yellow. If you have any questions about them, I would be happy to answer. If the Board approves them, they are eligible for approval tonight, because they were noticed to the Board at the last meeting. Mr. Rettke has a copy of page number four and if they are approved, Mr. Rettke please sign them before you exit the building, and Mr. Donovan you too as the Vice Chairman. I will be posting those to the City website. That is something we have not done before but it is good because we want to be as transparent in all of our processes as we can be. With that, I would be happy to answer any questions. Otherwise I would just request your approval of the changes as they were submitted to you.

Chairman Rettke: It is just clarifying Eric's title and one typo.

(Vote.)

Mr. Snowden: Very well if I can just get that from you I will scan and post to the website.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Anthony Rettke, Chairman
SECONDER:	D'Juan Armstead, Board Member
AYES:	Rettke, Donovan, Armstead
ABSENT:	Linder, Darling

F. ADJOURNMENT

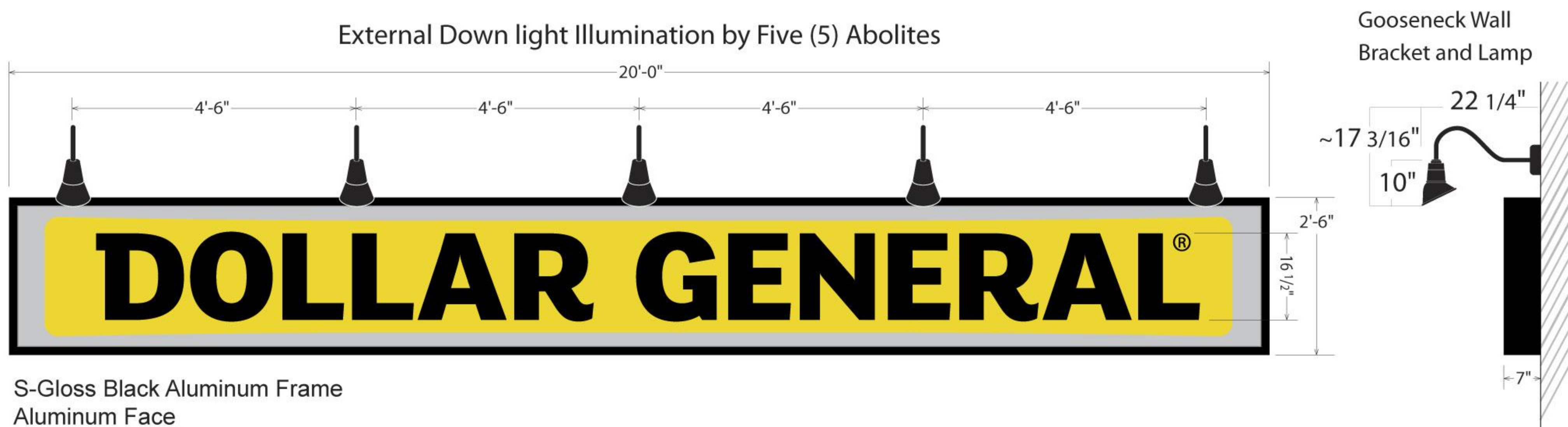
Chairman



Planning and Zoning Administrator

DOLLAR GENERAL®

2009 Logo - 2'-6" x 20'-0" Single Face Wall Mount Sign with Abolites
Reynoldsburg, OH



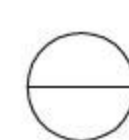
S-Gloss Black Aluminum Frame

Aluminum Face

Vinyl Graphics Applied 1st Surface to Aluminum Face

Black DG logotype Black Vinyl Arlon #2100-040 Matte
on Special Yellow Shape - ORACAL YELLOW# 8500-021
on Gray Background ORACAL GRAY# 8500-076

NOTE: New Sign Scaled to Supplied Sign Placement



FRONT ELEVATION

SCALE: Not To Scale



Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO • CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.
One Dualite Lane
Williamsburg, Ohio 45176

Scale: 3/8" = 1'-0"

17-2-39-M-DG-A4

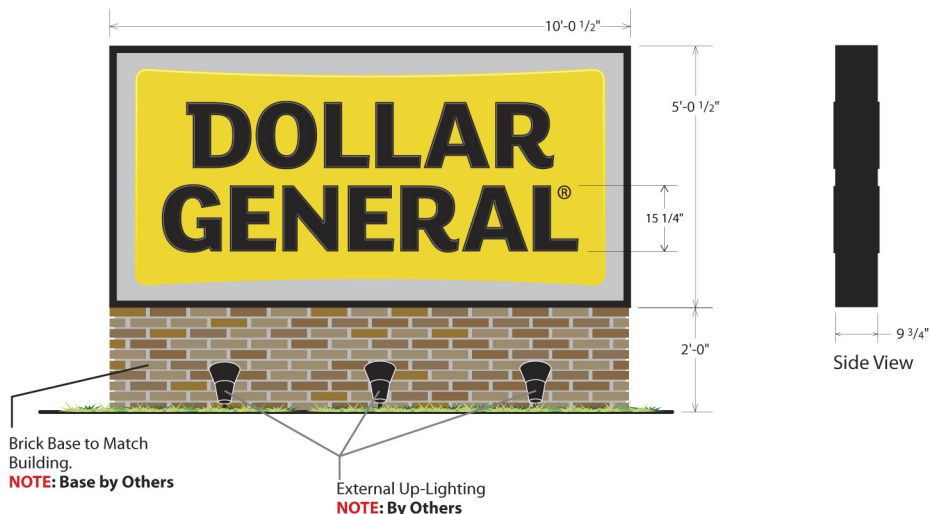
Date: 5-9-2017

DOLLAR GENERAL®

2009 Logo - 5x10 HDU/ACM Double Face Monument Sign

10.a.e

ROUTED FOAM / HDU LETTERS



- CABINET FINISH: S-Gloss Black
- EXTERNAL ILLUMINATION (**by Others**)
- TWO Aluminum (ACM) FACES
- 20 lb. HDU (Letters)
- MOLDING EX 249 (1 5/8")
- RAISED 1/2" LOGO LETTERS are to be PAINTED BLACK
- YELLOW SHAPE - to be VINYL to MATCH SPRAYLAT C8-2633 YELLOW
- GRAY BACKGROUND to be VINYL to MATCH PMS# COOL GRAY 5
- V.O.: 4'-9 1/4" x 9'-9 1/4"
- CABINET DEPTH: 9 3/4"

CONCEPTUAL GRAPHICS
for SKETCH PURPOSE ONLY



Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO • CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.
One Dualite Lane
Williamsburg, Ohio 45176

Scale: 3/8" = 1'-0"
17-2-144-M-DG-B2
Date: 5-2-2017

Packet Pg. 111

Attachment: 17-2-144-M-DG-B2 (67-17 : Resolution Variance Appeal)

RESOLUTION NO. 67-17PASSED: June 26, 2017

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.

Whereas, An application was made to the Board of Zoning and Building Appeals for a variance from the Zoning Code of the City of Reynoldsburg; and

Whereas, That application was denied by the Board; and

Whereas, That application was appealed to City Council under the provisions of Section 1139.04 of the Zoning Code;

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That a variance for 7578 East Main Street, Reynoldsburg, Ohio (applicant, Evans Capital Investments Ltd.) be and is hereby approved in part as it pertains to the wall signage.

SECTION 2. That a variance for 7578 East Main Street, Reynoldsburg, Ohio (applicant, Evans Capital Investments Ltd.) be and is hereby denied as it pertains to the monument sign.

SECTION 3. That upon adoption by Council this Resolution shall be in effect thirty days following signature by the Mayor.

Chris Long, President Pro Tempore

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 6/27/17
Bradley L. McCloud, Mayor

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 Resolution No. 67-17 as passed by Council of said City on the 26th day of June, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 6/27/17

Published: _____

Attachment: 67-17 Resolution Approving Denying BZBA Variance Appeal (67-17 : Resolution Variance Appeal)

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

DATE: June 26, 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	66% General Fund	9% Debt Service	25% Capital Projects
			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

Attachment: ZZZZZZZZZZ 2017 amend 190.01 (68-17 : Amend 190.01 of Reynoldsburg Code)

ORDINANCE NO. 68-17PASSED: July 10, 2017

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.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Section 190.01 Authority to Levy Tax; Purpose of Tax of Chapter 190 Income Tax Effective January 1, 2016 of the Code of Ordinances of the City of Reynoldsburg be and is hereby amended to read as follows:

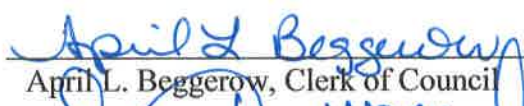
See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That existing Section 190.01 of Chapter 190 be and is hereby repealed and replaced.

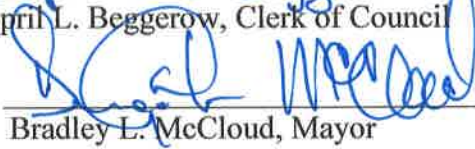
SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.



Doug Joseph, President of Council

ATTEST: 

April L. Beggerow, Clerk of Council

APPROVED: 

Bradley L. McCloud, Mayor

DATE 7/11/17

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. 68-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.



April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 68-17 Amend Code Section 190.01 (68-17 : Amend 190.01 of Reynoldsburg Code)

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%)~~ **(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.”

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

RESOLUTION REQUEST

DATE: June 26, 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 (74-17 : Lease Agreement with Taylor Square)

EXHIBIT A

SITE PLAN

Attachment: Taylor Square Lease Agreement (74-17 : 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.

RESOLUTION NO. 74-17PASSED: July 10, 2017

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.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a lease agreement with Taylor Square Owner, LLC, 250 Civic Center Drive, Suite 500, Columbus, Ohio, 43215 for a Reynoldsburg Police Substation for the term June 1, 2017 through May 31, 2018.

SECTION 2. That this resolution is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the city; wherefore upon adoption by Council this resolution shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 7/11/17
Bradley L. McCloud, Mayor

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. 74-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 74-17 Res Lease Agreement Taylor Square (74-17 : Lease Agreement with Taylor Square)

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

DATE: June 26, 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 (75-17 : 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 (75-17 : 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)

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 (75-17 : Purchase of 911 Equipment)

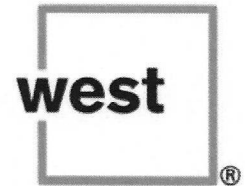
- As we transition to the new Records Management System (TriTech), we need to purchase interface software. Our proposed 'go live' date for the new software is 2 October, meaning the old system on that date will no longer be accessible and we would lose 911 interface until we transitioned to the NextGen911 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**

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.

Attachment: Remote PSAP Conf. (75-17 : Purchase of 911 Equipment)

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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Attachment: Remote PSAP Conf. (75-17 : 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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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
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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. (75-17 : 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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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. (75-17 : 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. (75-17 : 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. (75-17 : 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. (75-17 : 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. (75-17 : 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. (75-17 : 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. (75-17 : 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. (75-17 : 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. Microlin 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. (75-17 : 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. (75-17 : 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 (75-17 : 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 (75-17 : 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.

Attachment: TriTech Quote (75-17 : Purchase of 911 Equipment)



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 (75-17 : Purchase of 911 Equipment)

ORDINANCE NO. 75-17PASSED: July 10, 2017

ORDINANCE AUTHORIZING MAYOR TO PURCHASE VIPER 911 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from West Safety Solutions Corp, 1601 Dry Creek Drive, Longmont, Colorado, 80503 VIPER 9-1-1 and related equipment at a price of \$116,563.62.

SECTION 2. That the Mayor be and is hereby authorized and directed to purchase from TriTech Software Systems, 4509 West 58th Street, Sioux Falls, South Dakota, 57108 e-911 and related equipment at a price of \$4,050.00

SECTION 3. That the Mayor be and is hereby authorized and directed to purchase from Kirch Group (KGT), 1335 Dublin Road Suite 214-D, Columbus, Ohio 43215, other 9-1-1 related equipment at a price of \$41,306.19.

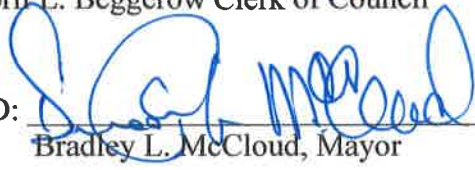
SECTION 4. That to fund the purchases in Sections 1 through 3, an amount of \$178,919.81 (Total amount of project cost is \$161,919.81 with \$17,000 for contingency), an appropriation of \$178,919.81 from the unappropriated CIP Fund 410 to account number 410.000.0161.5639, 911 Replacement System/Equipment-Other Equipment Project.

SECTION 5. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

SECTION 6. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

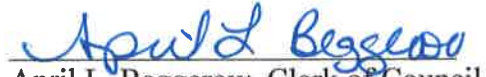
ATTEST: 
April L. Beggerow Clerk of Council

APPROVED:  DATE 7/11/17
Bradley L. McCloud, Mayor

Attachment: 75-17 Purchase of Viper 911 and rel equip (75-17 : Purchase of 911 Equipment)

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. 75-17 as passed by Council of said City on the 10th day of July, 2017, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 75-17 Purchase of Viper 911 and rel equip (75-17 : Purchase of 911 Equipment)

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

DATE: June 26, 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

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.
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Statement of Agreement

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§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: Columbus Service Agreement (76-17 : Intergov Agreement W/Columbus 911)

ORDINANCE NO. 76-17PASSED: July 10, 2017

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH THE CITY OF COLUMBUS AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an Intergovernmental Working Agreement with the City of Columbus to allow 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 the City of Columbus.

See document, "Exhibit 1", attached hereto and incorporated herein.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph, President of Council

ATTEST:

April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED:

Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE

7/11/17

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. 76-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor:

7/11/17

Published: _____

Attachment: 76-17 Agreement w Columbus 911 (76-17 : Intergov Agreement W/Columbus 911)

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

DATE: June 26, 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.e.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 (77-17 : 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.



1335 Dublin Rd. Ste. 214-D
Columbus, OH 43215
PH: 614-602-4202
FX: 614-448-4576

Project Quote for Reynoldsburg
Valid 15 days from 4/3/2017

Quote #: 041705

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

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.)



ORDINANCE NO. 77-17PASSED: July 10, 2017

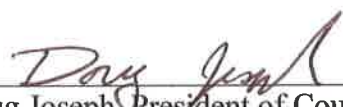
ORDINANCE AUTHORIZING MAYOR TO PURCHASE SIERRA WIRELESS MODEMS AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT AND APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

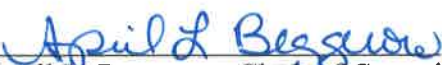
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

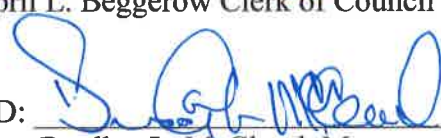
SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from Kirch Group Technology, LLC., 1335 Dublin Road, Suite 241-D, Columbus, Ohio, 43215, Sierra Wireless Modems and related equipment at a price of \$22,874.64

SECTION 2. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor..


Doug Joseph, President of Council

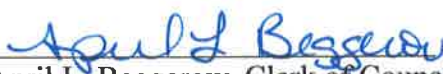
ATTEST: 
April L. Beggerow Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 7/11/17

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. 77-17 as passed by Council of said City on the 10th day of July, 2017, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 77-17 Sierra Wireless Modems for PD (77-17 : Purchase of Sierra Wireless Modems PD)

City Attorney's Office**Jed Hood****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: June 26, 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. (Second Reading 7/10/2017,
Public Hearing 7/31/2017).**

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) (92-17 : 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)

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

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) (92-17 : 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

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

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 (92-17 : 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

Etna-Reynoldsburg Joint Economic Development District - 3 Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 3 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract – 3 (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract, but shall never be decreased below two percent (2%). The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township and the City. The Township and City, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Community Improvements Corporation, as well as grants, low interest loans, forgivable loans.
- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements listed in the Township TIF Resolution.

(3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, to foster economic development, including funding for the Southwest Licking Local School District (the "School District") and the West Licking Fire District (the "Fire District"). The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District ("SWLCWSD").

(4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.

(5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2017, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and CRG Acquisition, LLC, a Missouri limited liability company, its affiliates, successors, nominees and/or assigns (collectively, “CRG”).

WITNESSETH:

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

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

WHEREAS, the boundaries of the JEDD and the Project Site are coterminous; and

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

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

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

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

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

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

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

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

2. Establishment and Operation of JEDD and TIF

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

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

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

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

The SWLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 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 two million, two hundred fifty thousand dollars (\$2,250,000), or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to fifteen percent (15%) of the Net Revenue; (2) to the Board Improvement Account, an amount equal to twenty percent (20%) of the Net Revenue; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (4) to the West Licking Joint Fire District (the “Fire District”), an amount equal to five percent (5%) of the Net Revenue; (4) to the Career and Technology Centers of Licking County (“C-Tec”), an amount equal to five percent (5%) of the Net Revenue; (5) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that should the TID cease to exist during the term of this Agreement, the payment otherwise to be made to the TID shall be made directly to the Licking County Engineer; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the County, the Fire District, C-Tec, TID and the SWLSD Payment pursuant to this paragraph.

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

E. CRG agrees to expend up to [\$8,500,000] to construct or cause to be constructed, or to contribute toward the construction of, public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)) that are within the JEDD, that are contiguous to the JEDD, or that benefit the JEDD. The City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with CRG and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – CRG for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by CRG or its designees in accordance with this subsection 2.E. CRG hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(7)). The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account and TIF service payments, and shall take place in accordance with the following:

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

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

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

F. The City and the Township agree that the JEDD Contract shall continue in existence for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

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

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

3. Compensation Payments

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

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

C. For each building exempted from taxation under the CRA Agreement, beginning in the tax payment year for the first tax year of the CRA exemption for that building and continuing through the tax payment year for the last tax year of the CRA exemption for that building, the owner of the building as of March 31 of the tax payment year (the "Supplemental Payment Date") shall make a payment to the School District in an amount equal to one and one-

half cents (\$.015) per leasable square foot as reasonably determined by the project architect in accordance with standards established by Building Owners and Managers Association International (the "Supplemental Payment"). Each Supplemental Payment shall be made on or before the Supplemental Payment Date. This obligation shall be a covenant running with the land and shall be memorialized in a declaration of covenants recorded by the owner before the owner files the applicable CRA exemption application described in R.C. Section 3735.67 with the CRA housing officer.

4. Cooperation by Property Owner

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

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

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

6. Miscellaneous

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

B. The School District and Fire District are intended third-party beneficiaries of this Agreement with respect to any payments to be made to the School District and Fire District hereunder with a right to enforce such provisions.

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

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income

tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and CRG, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

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

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

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

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

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

If to the County, to:

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

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

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

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

If to the City, to:

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

With a copy to:

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

If to CRG, to:

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

With copies to:

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

St. Louis, MO 63114

And to:

Chris L. Connelly, Esq.
Benesch, Friedlander, Coplan & Aronoff LLP
41 South High Street, Suite 2600
Columbus, OH 43215

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

[Remainder of page intentionally left blank]

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2017.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

CRG ACQUISITION, LLC, a Missouri limited liability company

By: _____

Print Name: _____

Attachment: CRG - Development and Compensation Agreement (2) (92-17 : JEDD Agreement Etna Township)

Execution Copy

Title: _____
 STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

 Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision.

 Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

 Notary Public

Execution Copy

STATE OF _____,

COUNTY OF _____, SS:

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

Notary Public

Attachment: CRG - Development and Compensation Agreement (2) (92-17 : JEDD Agreement Etna Township)

Exhibit A to DC Agreement

Form of CRA Agreement

Attachment: CRG - Development and Compensation Agreement (2) (92-17 : JEDD Agreement Etna Township)

Exhibit B to DC Agreement

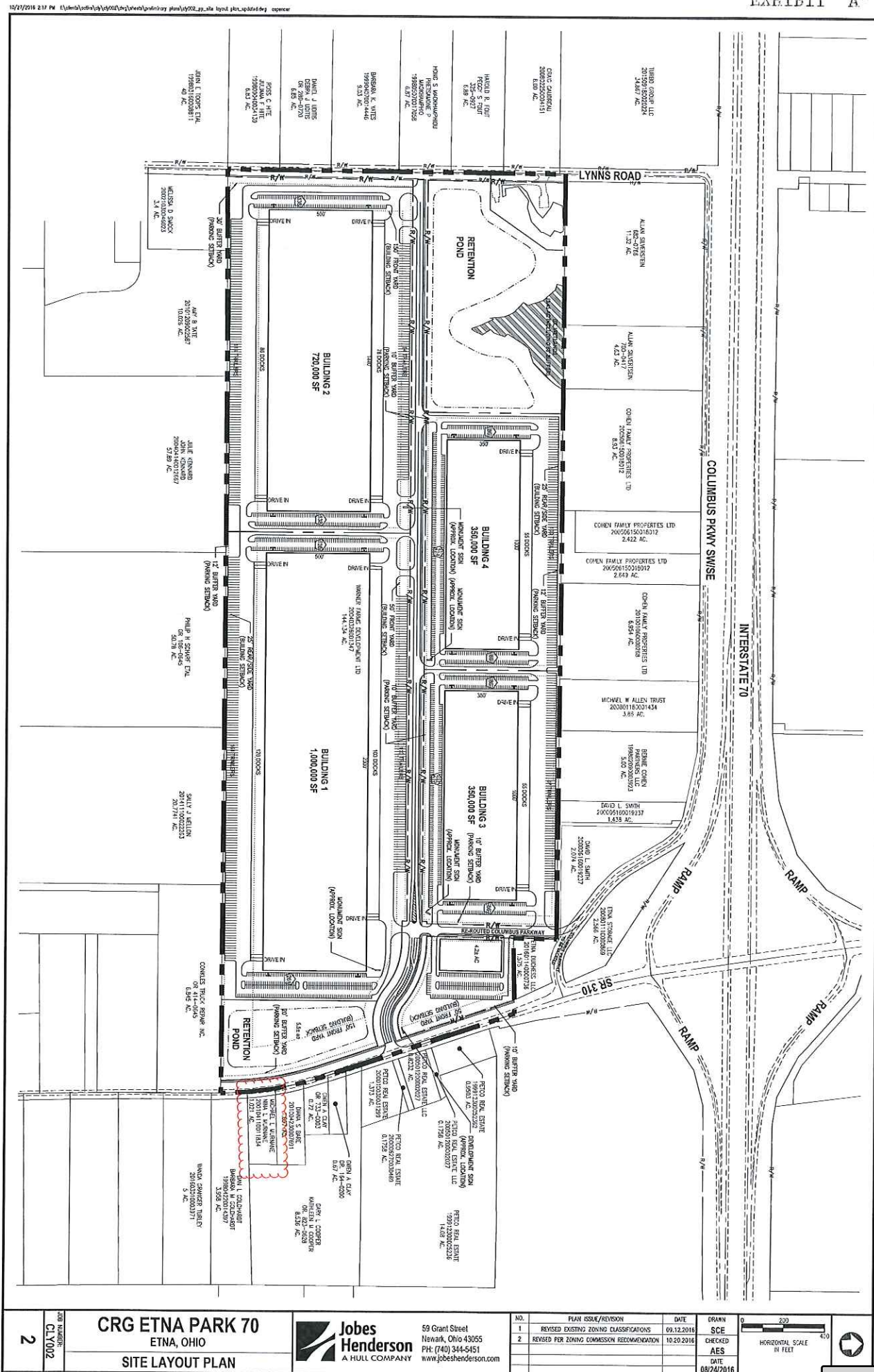
Form of JEDD Contract

Attachment: CRG - Development and Compensation Agreement (2) (92-17 : JEDD Agreement Etna Township)

Exhibit C to DC Agreement

Form of TIF Resolution

Attachment: CRG - Development and Compensation Agreement (2) (92-17 : JEDD Agreement Etna Township)



CRG ETNA PARK 70
ETNA, OHIO
SITE LAYOUT PLAN



59 Grant Street
Newark, Ohio 43055
PH: (740) 344-5451
www.jobshenderson.com

NO.	PLAN ISSUE/REVISION	DATE	DRAWN
1	REVISED EXISTING ZONING CLASSIFICATIONS	09.12.2016	SCE
2	REVISED PER ZONING COMMISSION RECOMMENDATION	10.20.2016	CHECKED
			AES
			DATE
			08/24/2016



ORDINANCE NO. 92-17PASSED: July 31, 2017

**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: 92-17 JEDD 3 Agreement (92-17 : 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.

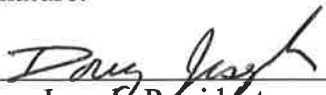
Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

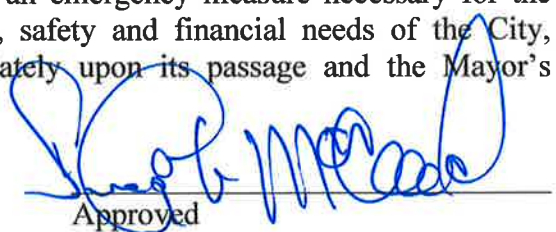
Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

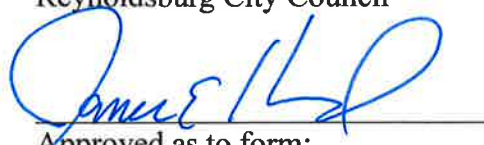
Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and CRG Acquisitions, LLC.

Section 6. 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 7. 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

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. 92-17 as passed by Council of said City on the 31st day of July, 2017, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 8/1/17

Published: _____

Charter Review Commission

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

ORDINANCE REQUEST

DATE: **June 26, 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

April Beggerow

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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.

ORDINANCE NO. 70-17PASSED: July 10, 2017

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.

WHEREAS, pursuant to City Charter Section 7.05, Council appointed a Charter Review Commission; and

WHEREAS, pursuant to City Charter Section 7.05, the Charter Review Commission has studied and reviewed the provisions of the City Charter and reported its recommendations for amendment of the Charter to Council;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That there be submitted to the electors of the City of Reynoldsburg, Ohio, at the general election to be held Tuesday, the 7th day of November 2017, during such time and places in the City of Reynoldsburg as established by the Boards of Elections of Franklin, Licking and Fairfield Counties, the following amendment to Section 4.14 of the City of Reynoldsburg Charter. It is the intention of this Council to have the Board of Elections place the proposed amendment to Section 4.14 on the voting machines as one ballot issue. The question to be submitted on the ballot shall be as follows, to-wit:

CITY OF REYNOLDSBURG, OHIO

PROPOSED CHARTER AMENDMENT

(Majority affirmative vote is necessary for passage)

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 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.)

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.

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.

SECTION 2. That the Board of Elections of Franklin County be and is hereby directed to give public notice of the time and place of holding such election, by publication of such notice at least ten days prior to the date of such election in a newspaper of general circulation in the City of Reynoldsburg, Ohio.

SECTION 3. That the Clerk of Council be and is hereby directed to publish the full text of the proposed Charter amendment once a week for not less than two consecutive weeks in a newspaper published and of general circulation in the City of Reynoldsburg, with the first publication being at least fifteen days prior to the election hereinbefore provided and to certify a copy of this ordinance to the Boards of Elections of Franklin, Licking and Fairfield Counties.

SECTION 4. That upon passage of this amendment to the City of Reynoldsburg Charter by a majority of the electors voting thereon, existing Section 4.14 shall be so amended.

SECTION 5. That this ordinance is deemed to be an emergency measure necessary for the preservation of the public peace, health and safety and further for the reason that pursuant to Section 7.05 of the City Charter the amendment is to be placed before the voters and must be

received by the Boards of Elections no later than ninety days prior to the election; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley D. McCloud DATE 7/11/17
Bradley D. McCloud, Mayor

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. 70-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Charter Review Commission

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

ORDINANCE REQUEST

DATE: **June 26, 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

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

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

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 (69-17 : 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.)

[Print](#)

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.

[Print](#)

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 (69-17 : Charter Review 8.04)

[Print](#)

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/offeror'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/offeror's history of threatening or filing litigation to resolve contract disputes with governmental entities; or
- (9) A bidder/offeror'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.)

*Codified Ordinances***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 .

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 (69-17 : 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.**
- 157.06 Authority of Village Administrator.**
- 157.07 Reserved for future legislation.**
- 157.08 Disposal and sale of surplus property.**
- 157.09 Miscellaneous bidding procedures.**

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

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 Best Value.

(f) Intergovernmental Purchases. Proposed purchases from or with another political subdivision, the Ohio State Government, or the United States Government are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose.

(g) Design-Build. Proposed purchases of a Design-Build Construction project let under the procedures established by Council are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose.

(h) Construction-Administrator-At-Risk. Proposed purchases of a Construction-Administrator-At-Risk project let under the procedures established by Council are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose.

(i) Purchases that do not exceed the bidding threshold set by Council are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose.

(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.

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

157.05 EXECUTION AND MODIFICATION OF CONTRACTS.

Execution and modifications of competitively bid contracts shall not require competitive bidding; however, such modifications shall be made in good faith and not made to avoid either the prevailing wage requirements or to avoid the competitive bidding threshold set by Council.

(a) 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.

(b) 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.

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

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.

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

157.07 RESERVED FOR FUTURE LEGISLATION.

157.08 DISPOSAL AND SALE OF SURPLUS PROPERTY.

The Village Administrator is authorized and directed to provide for the sale, disposal, 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, disposal, or trade-in of such equipment or supplies as provided in this Section.

(b) Sale, disposal, or trade-in of surplus equipment, as determined under subsection (A) hereof, shall be sold, disposed, 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, disposed, or traded in using 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 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 (69-17 : 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.

ORDINANCE NO. 69-17PASSED: July 10, 2017

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.

WHEREAS, pursuant to City Charter Section 7.05, Council appointed a Charter Review Commission; and

WHEREAS, pursuant to City Charter Section 7.05, the Charter Review Commission has studied and reviewed the provisions of the City Charter and reported its recommendations for amendment of the Charter to Council;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That there be submitted to the electors of the City of Reynoldsburg, Ohio, at the general election to be held Tuesday, the 7th day of November 2017, during such time and places in the City of Reynoldsburg as established by the Boards of Elections of Franklin, Licking and Fairfield Counties, the following amendment to Section 8.04 of the City of Reynoldsburg Charter. It is the intention of this Council to have the Board of Elections place the proposed amendment to Section 8.04 on the voting machines as one ballot issue. The question to be submitted on the ballot shall be as follows, to-wit:

CITY OF REYNOLDSBURG, OHIO

PROPOSED CHARTER AMENDMENT

(Majority affirmative vote is necessary for passage)

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~~

Attachment: 69-17 Charter Amendment 8.04 (69-17 : Charter Review 8.04)

~~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.

SECTION 2. That the Board of Elections of Franklin County be and is hereby directed to give public notice of the time and place of holding such election, by publication of such notice at least ten days prior to the date of such election in a newspaper of general circulation in the City of Reynoldsburg, Ohio.

SECTION 3. That the Clerk of Council be and is hereby directed to publish the full text of the proposed Charter amendment once a week for not less than two consecutive weeks in a newspaper published and of general circulation in the City of Reynoldsburg, with the first publication being at least fifteen days prior to the election hereinbefore provided and to certify a copy of this ordinance to the Boards of Elections of Franklin, Licking and Fairfield Counties.

SECTION 4. That upon passage of this amendment to the City of Reynoldsburg Charter by a

majority of the electors voting thereon, existing Section 8.04 shall be so amended.

SECTION 5. That this ordinance is deemed to be an emergency measure necessary for the preservation of the public peace, health and safety and further for the reason that pursuant to Section 7.05 of the City Charter the amendment is to be placed before the voters and must be received by the Boards of Elections no later than ninety days prior to the election; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 7/11/17
Bradley L. McCloud, Mayor

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. 69-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Charter Review Commission

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

ORDINANCE REQUEST

DATE: **June 26, 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 (71-17 : 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.~~



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 (71-17 : 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.~~

ORDINANCE NO. 71-17PASSED: July 10, 2017

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.

WHEREAS, pursuant to City Charter Section 7.05, Council appointed a Charter Review Commission; and

WHEREAS, pursuant to City Charter Section 7.05, the Charter Review Commission has studied and reviewed the provisions of the City Charter and reported its recommendations for amendment of the Charter to Council;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That there be submitted to the electors of the City of Reynoldsburg, Ohio, at the general election to be held Tuesday, the 7th day of November 2017, during such time and places in the City of Reynoldsburg as established by the Boards of Elections of Franklin, Licking and Fairfield Counties, the following amendment to Section 7.01 of the City of Reynoldsburg Charter. It is the intention of this Council to have the Board of Elections place the proposed amendment to Section 7.01 on the voting machines as one ballot issue. The question to be submitted on the ballot shall be as follows, to-wit:

CITY OF REYNOLDSBURG, OHIO

PROPOSED CHARTER AMENDMENT

(Majority affirmative vote is necessary for passage)

SECTION 7.01 PLANNING COMMISSION.

(a) There is hereby created a Planning Commission, consisting of five-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** of ~~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.~~

SECTION 2. That the Board of Elections of Franklin County be and is hereby directed to give public notice of the time and place of holding such election, by publication of such notice at least ten days prior to the date of such election in a newspaper of general circulation in the City of Reynoldsburg, Ohio.

SECTION 3. That the Clerk of Council be and is hereby directed to publish the full text of the proposed Charter amendment once a week for not less than two consecutive weeks in a newspaper published and of general circulation in the City of Reynoldsburg, with the first publication being at least fifteen days prior to the election hereinbefore provided and to certify a copy of this ordinance to the Boards of Elections of Franklin, Licking and Fairfield Counties.

SECTION 4. That upon passage of this amendment to the City of Reynoldsburg Charter by a majority of the electors voting thereon, existing Section 7.01 shall be so amended.

SECTION 5. That this ordinance is deemed to be an emergency measure necessary for the

preservation of the public peace, health and safety and further for the reason that pursuant to Section 7.05 of the City Charter the amendment is to be placed before the voters and must be received by the Boards of Elections no later than ninety days prior to the election; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 7/11/17
Bradley L. McCloud, Mayor

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. 71-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Charter Review Commission

April Beggerow

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

ORDINANCE REQUEST

DATE: **June 26, 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 (72-17 : 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 to 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.

ORDINANCE NO. 72-17PASSED: July 10, 2017

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.

WHEREAS, pursuant to City Charter Section 7.05, Council appointed a Charter Review Commission; and

WHEREAS, pursuant to City Charter Section 7.05, the Charter Review Commission has studied and reviewed the provisions of the City Charter and reported its recommendations for amendment of the Charter to Council;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That there be submitted to the electors of the City of Reynoldsburg, Ohio, at the general election to be held Tuesday, the 7th day of November 2017, during such time and places in the City of Reynoldsburg as established by the Boards of Elections of Franklin, Licking and Fairfield Counties, the following amendment to Section 7.02 of the City of Reynoldsburg Charter. It is the intention of this Council to have the Board of Elections place the proposed amendment to Section 7.02 on the voting machines as one ballot issue. The question to be submitted on the ballot shall be as follows, to-wit:

CITY OF REYNOLDSBURG, OHIO

PROPOSED CHARTER AMENDMENT

(Majority affirmative vote is necessary for passage)

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 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.

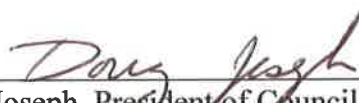
(c) The Board of Zoning and Building Appeals shall have the power to hear and decide appeals for exceptions to and variances in, the application of resolutions, ordinances, regulations, measures and orders of administrative officials or agencies governing zoning, building, **PROPERTY MAINTENANCE**, and 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 ~~zoning~~ **SUCH** 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.

SECTION 2. That the Board of Elections of Franklin County be and is hereby directed to give public notice of the time and place of holding such election, by publication of such notice at least ten days prior to the date of such election in a newspaper of general circulation in the City of Reynoldsburg, Ohio.

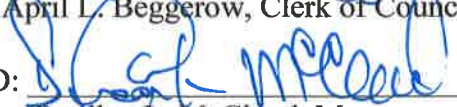
SECTION 3. That the Clerk of Council be and is hereby directed to publish the full text of the proposed Charter amendment once a week for not less than two consecutive weeks in a newspaper published and of general circulation in the City of Reynoldsburg, with the first publication being at least fifteen days prior to the election hereinbefore provided and to certify a copy of this ordinance to the Boards of Elections of Franklin, Licking and Fairfield Counties.

SECTION 4. That upon passage of this amendment to the City of Reynoldsburg Charter by a majority of the electors voting thereon, existing Section 7.02 shall be so amended.

SECTION 5. That this ordinance is deemed to be an emergency measure necessary for the preservation of the public peace, health and safety and further for the reason that pursuant to Section 7.05 of the City Charter the amendment is to be placed before the voters and must be received by the Boards of Elections no later than ninety days prior to the election; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED:  DATE 7/11/17
Bradley L. McCloud, Mayor

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. 72-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

ORDINANCE NO. 72-17PASSED: July 10, 2017

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.

WHEREAS, pursuant to City Charter Section 7.05, Council appointed a Charter Review Commission; and

WHEREAS, pursuant to City Charter Section 7.05, the Charter Review Commission has studied and reviewed the provisions of the City Charter and reported its recommendations for amendment of the Charter to Council;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That there be submitted to the electors of the City of Reynoldsburg, Ohio, at the general election to be held Tuesday, the 7th day of November 2017, during such time and places in the City of Reynoldsburg as established by the Boards of Elections of Franklin, Licking and Fairfield Counties, the following amendment to Section 7.02 of the City of Reynoldsburg Charter. It is the intention of this Council to have the Board of Elections place the proposed amendment to Section 7.02 on the voting machines as one ballot issue. The question to be submitted on the ballot shall be as follows, to-wit:

CITY OF REYNOLDSBURG, OHIO

PROPOSED CHARTER AMENDMENT

(Majority affirmative vote is necessary for passage)

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 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.

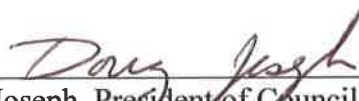
(c) The Board of Zoning and Building Appeals shall have the power to hear and decide appeals for exceptions to and variances in, the application of resolutions, ordinances, regulations, measures and orders of administrative officials or agencies governing zoning, building, **PROPERTY MAINTENANCE**, and 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 ~~zoning~~ **SUCH** 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.

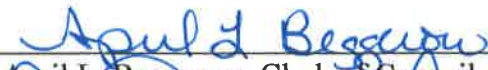
SECTION 2. That the Board of Elections of Franklin County be and is hereby directed to give public notice of the time and place of holding such election, by publication of such notice at least ten days prior to the date of such election in a newspaper of general circulation in the City of Reynoldsburg, Ohio.

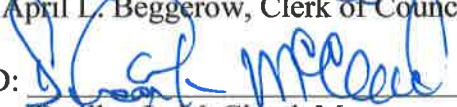
SECTION 3. That the Clerk of Council be and is hereby directed to publish the full text of the proposed Charter amendment once a week for not less than two consecutive weeks in a newspaper published and of general circulation in the City of Reynoldsburg, with the first publication being at least fifteen days prior to the election hereinbefore provided and to certify a copy of this ordinance to the Boards of Elections of Franklin, Licking and Fairfield Counties.

SECTION 4. That upon passage of this amendment to the City of Reynoldsburg Charter by a majority of the electors voting thereon, existing Section 7.02 shall be so amended.

SECTION 5. That this ordinance is deemed to be an emergency measure necessary for the preservation of the public peace, health and safety and further for the reason that pursuant to Section 7.05 of the City Charter the amendment is to be placed before the voters and must be received by the Boards of Elections no later than ninety days prior to the election; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED:  DATE 7/11/17
Bradley L. McCloud, Mayor

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. 72-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Charter Review Commission

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

ORDINANCE REQUEST

DATE: **June 26, 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 (73-17 : 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.~~

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ORDINANCE NO. 73-17PASSED: July 10, 2017

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.

WHEREAS, pursuant to City Charter Section 7.05, Council appointed a Charter Review Commission; and

WHEREAS, pursuant to City Charter Section 7.05, the Charter Review Commission has studied and reviewed the provisions of the City Charter and reported its recommendations for amendment of the Charter to Council;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION 1. That there be submitted to the electors of the City of Reynoldsburg, Ohio, at the general election to be held Tuesday, the 7th day of November 2017, during such time and places in the City of Reynoldsburg as established by the Boards of Elections of Franklin, Licking and Fairfield Counties, the following amendment to Section 4.11 of the City of Reynoldsburg Charter. It is the intention of this Council to have the Board of Elections place the proposed amendment to Section 4.11 on the voting machines as one ballot issue. The question to be submitted on the ballot shall be as follows, to-wit:

CITY OF REYNOLDSBURG, OHIO

PROPOSED CHARTER AMENDMENT

(Majority affirmative vote is necessary for passage)

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~~

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~~(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.

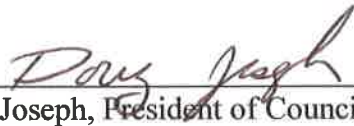
(2) IN NO EVENT SHALL AN ORDINANCE BE CONSIDERED AS HAVING PASSED UNLESS IT RECEIVES AT LEAST A MAJORITY VOTE OF THE MEMBERS OF COUNCIL.

SECTION 2. That the Board of Elections of Franklin County be and is hereby directed to give public notice of the time and place of holding such election, by publication of such notice at least ten days prior to the date of such election in a newspaper of general circulation in the City of Reynoldsburg, Ohio.

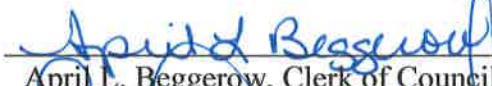
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SECTION 4. That upon passage of this amendment to the City of Reynoldsburg Charter by a majority of the electors voting thereon, existing Section 4.11 shall be so amended.

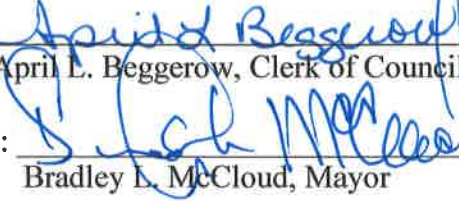
SECTION 5. That this ordinance is deemed to be an emergency measure necessary for the preservation of the public peace, health and safety and further for the reason that pursuant to Section 7.05 of the City Charter the amendment is to be placed before the voters and must be received by the Boards of Elections no later than ninety days prior to the election; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



 Doug Joseph, President of Council

ATTEST: 

 April L. Beggerow, Clerk of Council

APPROVED:  DATE 7/11/17

 Bradley L. McCloud, Mayor

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. 73-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: June 26, 2017

TO: Safety Committee

RE: 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).

Emergency/Suspension: Emergency

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

Request authorization to change Chapter 160.02 (f) Authorized Postions, Personnel, Classification and Pay Grade - Police Department and declaring it an emergency (see attached).

Statement of necessity: Ohio State Patrol Academy training starts August 20, 2017 and candidates need to be selected in time to attend.

Request authorization to change Chapter 160.02(f) Authorized Positions, Personnel, Classification and Pay Grade - Police Department and declaring it an emergency (see attached)

OFFICE OF HUMAN RESOURCES

Sandra Boller

7232 EAST MAIN STREET

REYNOLDSBURG, OHIO 43068

(614) 322-6868 phone

(614) 322-6875 fax



MEMORANDUM

DATE: May 25, 2017

TO: Councilman Chris Long

CC: Mayor Brad McCloud, Chief Jim O'Neill

RE: Authorized Strength for Police Department

Legislation is being submitted to increase the authorized strength of the Police Department. Per your request the increase will be for 1 additional Lieutenant and 11 additional officers.

Although the request will be for 11 additional officers, this will be done gradually over the next few years. For 2017, it is expected that there will be a total of 8 officers hired, 4 are additional staff and the remaining 4 will be replacing officers due to either retirement or promotion.

Emergency language is added to the legislative request to have it approved on the second reading. The need for the emergency language is in order to have new officers hired in time to attend the Ohio State Highway Patrol training academy class that starts on August 20, 2017.

Attachment: PD Memo (64-17 : Increase Authorized Strength in Police Personnel)

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See
Sect.141.01			
Auditor	1	Unclassified	See
Sect.143.01			
City Attorney	1	Unclassified	See
Sect.147.03			
Asst. City Attorney	1	Unclassified	19
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council **	1 p/t	Unclassified	10
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	21
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	20
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	21
Development Director			
Administrative Assistant**	1pt	Unclassified	10
Planning & Zoning Administrator	1	Classified	19
** (shared position between Development and Clerk of Council Office)			
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	20
Human Resources Generalist	1	Unclassified	12
(e) PARKS & RECREATION DEPARTMENT			

Director	1	Unclassified	20
Administrative Assistant	1	Unclassified	12
Director Senior Citizens Center	1	Classified	16

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	9
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	14
Grounds Superintendent	1	Classified	14
Parks Maintenance –Crew Leader	1	Classified	11
Parks Maintenance	2	Classified	2
Horticulturist	1	Classified	7

Seasonal & Occasional (e)	Variable	Unclassified	See 160.03(d) &
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(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	26
Chief of Police	1	Classified	26A
Lieutenant	2 3	Classified	22A
Sergeant	9	Classified	See Chapter
166			
Police Officer	46 57	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Clerk	2 p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative			
Assistant	1	Classified	9
Command & Staff Administrative			
Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	25
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Custodian	2	Classified	5
Maintenance Crew Leader	1	Classified	9

Attachment: PD Memo (64-17 : Increase Authorized Strength in Police Personnel)

(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Administrative Assistant	1	Classified	11
Code Compliance Officer	2	Classified	6

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator 1p/t		Classified	10
Billing Supervisor	1	Classified	13
Account Clerk 2	4	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	6	Classified	10
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	13
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Pollution Control Technician	1	Classified	10
Maintenance Spec/Equip Operator	1	Classified	10
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	23

ORDINANCE NO. 64-17PASSED: June 26, 2017

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.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Section 160.02 "Authorized Positions, Personnel, Classification and Pay Grade" Subsections (f) "Police Department" of Chapter 160 Employee Compensation of the Code of Ordinances of the City of Reynoldsburg shall be and are hereby amended to read as follows:

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(f) POLICE DEPARTMENT			
Director of Public Safety	1	Unclassified	26
Chief of Police	1	Classified	26A
Lieutenant	2 3	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	46 57	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Clerk	1	Classified	7
Property Room Clerk	1 p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13

SECTION 2. That existing Subsection 160.02 (f) be and is hereby repealed and replaced.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety and further increase authorized strength of the Police Department; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Attachment: 64-17 Amend 160 Authorized Strength PD (64-17 : Increase Authorized Strength in Police Personnel)



Chris Long, President Pro Tempore

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: [Signature] DATE 6/27/17

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. 64-17 as passed by Council of said City on the 26th day of June, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 6/27/17

Published: _____

Development Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: **June 26, 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.

ORDINANCE NO. 80-17PASSED: July 10, 2017

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.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Section 1187.07 Residential Appearance Standards of Chapter 1187 Special Provisions for Residential Uses of the Code of Ordinances of the City of Reynoldsburg be and is hereby amended to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That existing Section 1187.07 of Chapter 1187 be and is hereby repealed and replaced.

SECTION 5. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 7/11/17
Bradley L. McCloud, Mayor

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. 80-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 80-17 Amend Code Sec 1187 (80-17 : Amendment to Zoning Code - Section 1187.07)

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: June 26, 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.

ORDINANCE NO. 81-17PASSED: July 10, 2017

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.

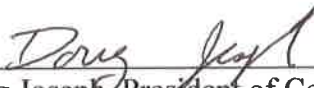
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Section 1183.05 Standards for Development Review of Chapter 1183 Planned Neighborhood Development District and Section 1184.05 Standards for Development of Chapter 1184 Planned Commercial Development District of the Code of Ordinances of the City of Reynoldsburg be and is hereby amended to read as follows:

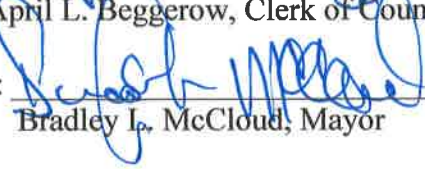
See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That existing Sections 1183.05 of Chapter 1183 and 1184.05 of 1184 be and are hereby repealed and replaced.

SECTION 5. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 7/11/17

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. 81-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 81-17 Amend Code Sec. 1183 and 1184 (81-17 : Amendment to Zoning Code - Sections 1183.05 & 1184.05)

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.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: June 26, 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 (78-17 : Advertise/Bid Pine Quarry Bridge Replacement)

ORDINANCE NO. 78-17PASSED: July 10, 2017

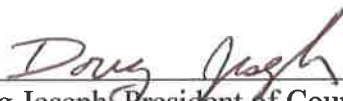
ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR PINE QUARRY BRIDGE REPLACEMENT AND APPROPRIATING FUNDS THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That EMH&T, 5500 New Albany Road, Columbus, Ohio 43054, is hereby authorized and directed to conduct engineering, plans, advertising, and to prepare bid documents for the Pine Quarry Bridge Replacement Project.

SECTION 3. That to fund the services referred to in Section 1 an amount of \$39,985.00 from the unappropriated CIP Fund 410 is hereby appropriated to account number 410.000.0143.5659, Pine Quarry Park Improvements.

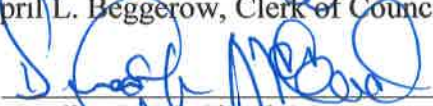
SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to be able to secure a contractor and begin the work as soon as possible; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



 Doug Joseph, President of Council

ATTEST: 

 April L. Beggerow, Clerk of Council

APPROVED:  DATE 7/11/17

 Bradley L. McCloud, Mayor

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. 78-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.



 April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 78-17 Pine Quarry Bridge Bids Request (78-17 : Advertise/Bid Pine Quarry Bridge Replacement)

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

DATE: **June 26, 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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TOTAL REVENUE

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
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 & Rollback	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	8,965,261
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	208,801
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	9,692,561
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	908,271
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	228,141
Supplies and Materials	78,626	92,482	82,756	81,298	100,377	148,567	132,848	169,486	171,181	172,891
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	1,309,311
Community Environment										
Personal Services	1,110,083	990,155	677,238	731,011	787,536	759,307	772,115	812,729	853,365	896,031
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	1,479,751
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

Attachment: 2018 Tax Budget (79-17 : 2018 Tax Budget)

<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	
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

Attachment: 2018 Tax Budget (79-17 : 2018 Tax Budget)

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 (79-17 : 2018 Tax Budget)

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	Estimated	Total	2018 Encumbrances and Expenditures			Estimated
	Unencumbered Fund Balance 01/01/18	Receipts 2018	Available For Expenditures	Personal Services	Other	Total	Unencumbered Fund Balance 12/31/18
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	1,224,974	7,000,000	8,224,974	425,000	6,250,000	6,675,000	1,549,97
Sewer	1,411,446	6,100,000	7,511,446	425,000	5,100,000	5,525,000	1,986,44
Utility Deposits	97,138	10,000	107,138	0	10,000	10,000	97,13
Storm Water	1,411,000	1,350,000	2,761,000	275,000	825,000	1,100,000	1,661,00
Solid Waste	807,000	2,000,000	2,807,000		2,000,000	2,000,000	807,00
TOTAL ENTERPRISE FUNDS	4,951,558	16,460,000	21,411,558	1,125,000	14,185,000	15,310,000	6,101,55
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Arts Commission	0	0	0	0	0	0	
Delinquency Prevention	16,555	0	16,555	0	0	0	16,55
Beautification Commission	0	0	0	0	0	0	
French Creek Footbridge	3,473	0	3,473	0	0	0	3,47
Supervision and Inspection	100,000	65,000	165,000	0	65,000	65,000	100,00
Plot Grade and Utility	60,000	75,000	135,000	0	60,000	60,000	75,00
Unclaimed Funds	55,000	5,000	60,000	0	15,000	15,000	45,00
Employee Fund	1,200	500	1,700	0	500	500	1,20
School Ski Club	200	0	200	0	0	0	20
Miscellaneous Trust	25,000	350,000	375,000	0	300,000	300,000	75,00
Board of Building Standards	9,000	7,500	16,500	0	7,500	7,500	9,00
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	
Sewer Capacity Charge - Columbus	26,000	25,000	51,000	0	25,000	25,000	26,00
Engineering Fees/Plan Reviews	100,000	35,000	135,000	0	35,000	35,000	100,00
Taylor Square School TIEF	200,000	2,000,000	2,200,000	0	1,800,000	1,800,000	400,00
Brice - Main TIF	15,000	285,000	300,000	0	275,000	275,000	25,00
Kroger Tif	275,000	50,000	325,000	0	1,000	1,000	324,00
Summit Rd Tif #1	5,100	0	5,100	0	0	0	5,10
Taylor Rd Tif #1	150,000	18,000	168,000	0	300	300	167,70
Taylor Rd Tif #2	14,000	800	14,800	0	50	50	14,75
TOTAL TRUST AND AGENCY FUNDS	1,055,528	2,991,800	4,047,328	0	2,659,350	2,659,350	1,387,97
TOTAL FOR MEMORANDUM ONLY	6,007,086	19,451,800	25,458,886	1,125,000	16,844,350	17,969,350	7,489,53

Attachment: 2018 Tax Budget (79-17 : 2018 Tax Budget)

(Excludes Expenses to be Paid from Bond Issues)

TOTAL

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
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RESOLUTION NO. 79-17PASSED: July 10, 2017

RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND DECLARING AN EMERGENCY.

WHEREAS, the tax budget of the City of Reynoldsburg, Ohio for the fiscal year 2018 has been presented to the City Council; and

WHEREAS, said tax budget has been made conveniently available to public inspection for at least ten (10) days by having at least two (2) copies thereof on file in the Office of the Clerk of Council; and

WHEREAS, the Council has held a Public Hearing on said tax budget of which public notice was given by publication not less than ten (10) days previous to the date thereof;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

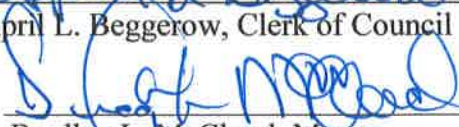
SECTION 1. That the said tax budget of the City of Reynoldsburg, State of Ohio, for the fiscal year beginning January 1, 2018 and ending December 31, 2018, is hereby adopted and approved, and that taxes are levied upon the real and personal property within the City of Reynoldsburg as returned upon the tax duplicate and should be collected for municipal purposes for the fiscal year 2018 as required by said tax budget.

SECTION 2. That the Clerk be and is hereby authorized and directed to send a certified copy of this Resolution to the Auditors of Franklin, Licking, and Fairfield Counties of the State of Ohio.

SECTION 3. That this resolution is deemed to be an emergency measure necessary for the expedient financial operation of the city and further for the reason that the official tax budget of the city must be filed with the County Auditor by July 20, 2017; wherefore upon adoption by Council this resolution shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED:  DATE 7/11/17
Bradley L. McCloud, Mayor

Attachment: 79-17 Tax Budget 2018 (79-17 : 2018 Tax Budget)

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 Resolution No. 79-17 as passed by Council of said City on the 10th day of July, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 7/11/17

Published: _____

Attachment: 79-17 Tax Budget 2018 (79-17 : 2018 Tax Budget)

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

ORDINANCE REQUEST

DATE: **June 26, 2017**

TO: **Finance Committee**

RE: **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).**

Emergency/Suspension: Emergency

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

See attached.

Statement of necessity: To be able to take possession August 1, 2017.



LEASE AGREEMENT

Between

BLACKCLICK PROPERTIES, LTD.

As Lessor, and

THE CITY OF REYNOLDSBURG

As Lessee

LEASE

Attachment: Reynoldsburg PD Lease - Final (65-17 : Lease Agreement RPD/Blacklick Properties LTD)

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 20____, by and between BLACKLICK PROPERTIES LTD. (hereinafter referred to as "Lessor") and THE CITY OF REYNOLDSBURG (hereinafter referred to as "Lessee").

ARTICLE 1. GRANT

In consideration of the mutual promises, covenants and agreements herein contained, the adequacy of which consideration is by both parties acknowledged; Lessor leases to Lessee, and Lessee rents from Lessor, the Premises (hereinafter referred to as the "Demised Premises"), consisting of a storeroom in the BLACKLICK PLAZA (the "Shopping Center"), said storeroom being located at 6553 East Livingston Avenue, Reynoldsburg, Ohio.

Lessee agrees that Lessor, at its sole discretion, may from time to time make anywhere within the Shopping Center alterations, modifications, or additions to the buildings in the Shopping Center or any lands thereto, construct additional buildings or improvements and make alterations thereto, including the construction of any freestanding buildings, and sell any portion of the Shopping Center for development of freestanding buildings. Lessor reserves unto itself, however, the use of the roof, exterior walls and the area above and beneath the Demised Premises together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and serving other parts of the Shopping Center.

ARTICLE 2. TERM

The Term of this Lease shall be for commencing August 1, 2017 and ending July 31, 2020. Unless either Lessor or Lessee elects to terminate this Lease by delivering written notice to the other not less than one hundred twenty (120) days before the end of any term this Lease shall continue thereafter from year to year on the same terms and conditions, except that the monthly rent shall be increased by five (5%) per cent over that amount to be paid during the last calendar month of the preceding term.

ARTICLE 3. CONDITION OF DEMISED PREMISES

No representations have been made to the Lessee respecting the condition of the Demised Premises, or applicable zoning laws and regulations. The taking of possession of the Demised Premises by the Lessee shall be conclusive evidence as against the Lessee that the Demised Premises were in good and satisfactory condition when possession of the same was so taken.

ARTICLE 4. RENT

During the term of this Lease Lessee agrees to pay, in the lawful money of the United States, the following rent:

From August 1, 2017 to and including July 31, 2018, \$250.00 per month
 From August 1, 2018 to and including July 31, 2019, \$265.00 per month
 From August 1, 2019 to and including July 31, 2020, \$275.00 per month

Payment method:

E Z Pay Plan _____
 (initial option)

If Lessee elects to pay their rent and other charges in accordance with the E Z Pay Plan Lessee shall also read and fill out the attached Exhibit. Should the designated account contain insufficient funds to cover the total rent due, a penalty of Twenty-Five Dollars (\$25.00) per day will be assessed commencing on the first (1st) day after the automatic transaction was due to take place and daily thereafter until the full amount has been debited from your account.

By Check _____
(initial option)

If Lessee elects to pay their rent and other charges by check, the monthly rent shall be sent to:

BLACKLICK PROPERTIES, LTD.
P O BOX 3455
PITTSBURGH PA 15230-3455

In addition, a penalty will be assessed any rent payment received by Lessor after the fifth day of the month.

All other non-rent payments due to be paid to Lessor (i.e., Electric, Light Tubes, etc.) shall be sent to the address noted above or at such other place as Lessor may from time to time designate in writing. All unpaid rent and non-rent invoices shall accrue a finance charge per month.

ARTICLE 5. TAXES, INSURANCE AND OPERATING EXPENSES

This paragraph has been deleted in its entirety.

ARTICLE 6. USE OF PARKING AREAS AND WALKWAYS

Lessor covenants and agrees that during the term of this Lease, and subject to Article 1, hereof, Lessee and its officers, employees, agents, customers, business visitors, business guests, licensees, and invitees shall be entitled to the non-exclusive use of the parking areas, driveways, and walkways within the Shopping Center (hereinafter referred to as "common areas"), but such use shall be in common with Lessor and all others to whom Lessor has or may hereafter grant rights to use the same, including, but not limited to, the owners and lessees of the Shopping Center and any lands added thereto and the officers, employees, agents, customers, business visitors, business guests, licensees, and invitees of such owners and lessees, their successors and assigns; provided, however, that such use by Lessee shall be subject to such rules and regulations as Lessor may from time to time adopt governing the same; and provided, further, that Lessor shall at all times have full control, management and direction of said common areas, and that Lessor shall have the right at any time to change the layout thereof, including the right to reasonably add to or subtract from their shape and size, as well as to alter their location.

Lessor shall have the right to close any or all portions of the common areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein and to close temporarily, if necessary, any part of the common areas in order to discourage non-customer parking. All space, areas, and facilities within the Shopping Center which Lessee may be permitted to use and occupy, are to be used and occupied under a license; and if the amount of such space, areas, and facilities are diminished, this Lease shall remain in full force and effect, and Lessor shall not be subject to any liability, nor will Lessee be entitled to any compensation or diminution of rent, nor shall diminution of such space, areas, and facilities be deemed constructive or actual eviction.

ARTICLE 7. USE OF DEMISED PREMISES

(a) During the continuance of this Lease the Demised Premises shall be used and occupied only for the operation of a police substation.

(b) Lessee shall not paint or decorate any part of the exterior of the Demised Premises, or change the architectural treatment thereof, without first obtaining Lessor's written approval of such painting or decoration; and Lessee will remove promptly upon order of Lessor any paint or any such decoration which has been so applied or installed without Lessor's prior written approval, or take such action with reference thereto as Lessor may direct.

(c) Lessee shall not use the common areas for its own business purposes without the written consent of Lessor.

(d) Lessee shall not permit noise or odors in the Demised Premises which are objected to by any tenant or occupant of the Shopping Center and upon written notice from Lessor, Lessee shall immediately cease and desist from causing such noise and odor, and failing of which Lessor may deem the same a material breach of this Lease.

(e) No radio or television or other similar device shall be installed to the exterior Demised Premises and no aerial shall be erected on the roof or exterior walls of the building in which the Demised Premises are located.

(f) Lessee shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the Shopping Center, and shall keep the Demised Premises, and the sidewalks and service areas adjacent to the Demised Premises, clean and free from rubbish, trash, dirt, garbage, ice, and snow at all times. Lessee shall not use or permit the use of any portion of the Demised Premises for any unlawful purpose or purposes. Lessee shall maintain the show windows and signs in a neat and clean condition.

(g) Anything in this Lease notwithstanding, if in the sole opinion of the Lessor, the Lessee violates any of the terms and conditions of Article 7, Use of Demised Premises, Lessor shall have the right to terminate this Lease upon thirty (30) days written notice to Lessee.

ARTICLE 8. UTILITY SERVICES

Lessee shall pay for all gas, electricity, sewer, and water and other utilities consumed or wasted upon the Demised Premises. Said utilities are metered directly with the individual utility companies.

ARTICLE 9. MAINTENANCE OF THE DEMISED PREMISES

Lessor shall keep the exterior walls and the roof of the Demised Premises in good repair, except that Lessor shall not be called on to make any such repairs occasioned by the act of negligence of Lessee, its agents, employees, invitees, or licensees. Lessor shall not be required to make any other improvements or repairs of any kind upon said Demised Premises. The Demised Premises and appurtenances shall at all times be kept in good order, condition, replacement and repair by Lessee including, but not limited to, the heating, air-conditioning, electrical and plumbing systems, exterior doors and door frames, window frames and all windows, and shall also be kept by Lessee in a clean, sanitary and safe condition in accordance with the laws of the State of Ohio, and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, ordinance, and other applicable to the Demised Premises. Lessee shall permit no waste, damage, or injury to said Demised Premises. Lessee shall, at Lessee's sole cost, install and maintain any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters. Lessee shall employ a reputable contractor to perform Lessee's obligations for maintenance of the heating and air-conditioning system for the Demised Premises. Such maintenance shall include semi-annual inspections and cleaning of the system, together with such adjustments, servicing, repair and/or replacement as each such inspection discloses to be required. Lessor shall have the right, to inspect said heating and air-conditioning system(s) a maximum of twice a year to insure that the above requirements are being met by Lessee. The cost of said inspection shall be charged to Lessee and Lessee shall pay to Lessor said charge. Lessee shall be notified by Lessor of any deficiencies found and Lessee shall promptly address and repair said deficiencies.

ARTICLE 10. SIGNS

Lessee shall erect one (1) sign in the space provided on the front of the Demised Premises, and one (1) panel on the directory signs, provided the size, nature, color, design, style, and illumination, shall have been first approved by Lessor, and provided also that said sign and panel complies with all applicable laws, codes, regulations and ordinances. Lessee shall maintain such sign and panel in a good state of repair, save Lessor harmless from any loss, cost of damage, as the result of the erection, maintenance, existence or removal of the same, and repair any damage which may have been caused by the erection, existence, maintenance, or removal of such sign and panel. At the end of this Term, Lessee agrees to remove the sign and panel and repair any damage caused thereby. Lessee agrees to pay a proportionate share of all costs of maintaining and lighting the directory signs.

ARTICLE 11. ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right during the continuance of this Lease to make such interior alterations or improvements in the Demised Premises, excepting structural alterations or improvements, as may be proper and necessary for the conduct of its business and for the full beneficial use of the Demised Premises permitted herein, provided Lessee shall pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes, and in a good and workman-like manner, and shall fully and completely indemnify Lessor against any mechanic's lien or other liens or claims in connection with the making of such alterations and improvements, and shall first obtain Lessor's written consent to make such alterations and improvements. Anything herein contained to the contrary notwithstanding, any work done or alterations made by Lessee to the roof exterior walls or affecting the structural integrity of the building of which the Demised Premises are a part, shall release and discharge the Lessor of and from its duty of keeping and maintaining the same in good order and repair. Lessee agrees to be solely responsible for and thereafter maintain the roof, exterior walls and structural integrity of the building to or on which Lessee has caused any work to be done or alterations made.

Except as otherwise hereinafter provided, all trade fixtures installed in the Demised Premises by Lessee and paid for by it shall remain the property of Lessee and may be removed by Lessee upon the termination of this Lease, provided (a) that any of such items as are affixed to the Demised Premises and require severance may be removed only if Lessee shall repair any damage caused by such removal, and (b) that Lessee shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this Lease. If Lessee fails to remove such items from the Demised Premises prior to the date of termination of this Lease, all such trade fixtures shall become the property of Lessor unless Lessor elects to require their removal, in which case Lessee shall promptly remove same and restore the Demised Premises to its prior condition. All other installations and improvements furnished by Lessee, including, but not limited to, lighting fixtures and carpeting, shall become and remain the property of Lessor and shall not be removed from the Demised Premises.

ARTICLE 12. LIABILITY INSURANCE

Lessee is required to carry its own Commercial General Liability Insurance which will be considered the primary policy in order to protect the Landlord against all liabilities, judgments, costs, damages, and expenses by reason of property damage or personal injury resulting from any matter or thing which might occur on the demised premises. Lessee shall maintain during the term of this Lease or any extension thereof, in full force and effect, Public Liability Insurance for its own protection and for the protection of Lessor against injuries, accidents or causes of action of every nature and kind whatsoever which are normally covered by "owner-tenant" liability insurance that may arise from the use and occupation of, in and about the Premises, by Lessee. Lessee shall also maintain in full force and effect during the term of this Lease or any extension thereof, Personal Liability Insurance arising from property damage on the

Lessee's contents resulting from fire, water or other damage to the contents and personal property stored or contained on the leased premises. Lessee shall maintain in full force and effect during the term of this Lease or any extension thereof, Business Interruption Insurance covering against loss of earnings and necessary extra expense resulting from interruption of business of the insured caused by damage to or destruction of real or personal property by the perils insured against under this policy. Insurance shall be with limits of not less than one million dollars (\$1,000,000.00) inclusive of all injuries or death to persons and damage to property of others arising from any one occurrence and not less than two million dollars (\$2,000,000) aggregate. Lessee shall name Lessor as an Additional Insured on its Commercial General Liability Insurance and Property Insurance policies and certificates of such coverages. Such policy or policies shall bear an endorsement to the effect that the insurer shall not cancel or modify the same without at least fifteen (15) days prior written notice to the Lessor. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain same, but at the expense of Lessee. Insurance required hereunder shall be in companies as rated A+, AAA or better in "Best's Insurance Guide". Lessee shall deliver to Lessor prior to occupancy of the Premises copies of policies of liability insurance required herein and certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, or in any manner transfer, this Lease, or any estate or interest therein, without the previous written consent of Lessor, or sublet, or allow concessionaire upon the Demised Premises, or any part or parts thereof, or allow anyone to come in, with, through, or under it without like consent. Consent by Lessor to one or more assignments of this Lease or to one or more sublettings of said Demised Premises shall not operate to exhaust Lessor's rights under this Article. The sale or sales aggregating fifty percent (50%) or more of the capital stock of Lessee (if Lessee be a non-public corporation) shall be deemed to be an assignment of this Lease within the meaning of this Section. In the event that Lessee shall seek Lessor's permission to assign this Lease or sublet the Demised Premises, Lessee shall provide to Lessor the name, address and financial statements of the proposed assignee or sublessee and such other information concerning such proposed assignee or sublessee as Lessor may require. It shall be a condition to any consent by Lessor to any assignment or subletting that Lessee shall accompany such request with a certified check in the amount of Two Hundred Dollars (\$200.00) to reimburse Lessor for administrative and legal expense for the review and preparation of necessary documents.

ARTICLE 14. ACCESS TO DEMISED PREMISES

Lessor shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions, or alterations to the Demised Premises or any property owned or controlled by Lessor. If Lessor deems any repairs required to be made by Lessee necessary, it may demand that Lessee make the same forthwith; and if Lessee refuses or neglects to commence such repairs and complete the same with reasonable dispatch, Lessor may make or cause such repairs to be made and shall not be responsible to Lessee for any loss or damage that may accrue to its stock or business by reason thereof; and if Lessor makes or causes such repairs to be made, Lessee shall pay on demand to Lessor the cost thereof with interest at eight percent (8%) per annum; and if it shall default in such payment, Lessor shall have the remedies provided in Article 18.

Lessor shall have access to the Demised Premises during normal business hours for the purpose of exhibiting the same to prospective tenants and purchasers, and may post a "FOR LEASE" sign in the window during the last ninety (90) days of the Lease term.

ARTICLE 15. EMINENT DOMAIN

If the whole of the Demised Premises are taken under the power of eminent domain by any public authority, this Lease shall terminate and expire as of the date of such taking.

If less than the whole of the Demised Premises or the Building in which said Premises are located are taken under the power of eminent domain, Lessor and Lessee shall each have the right to terminate this Lease upon thirty (30) days prior written notice to the other and in such event, such termination shall be effective upon the day possession of the Demised Premises shall be required for public use. Such notice shall be given within thirty (30) days after such taking for public use. In the event neither party hereto shall elect to terminate this Lease, Lessor shall, at its own cost and expense, make all necessary repairs and alterations to the Demised Premises, as to constitute the remaining Premises a complete architectural unit. In the event this Lease shall not be terminated, all of the terms herein provided shall continue in effect, except that the minimum rent shall be reduced in proportion to the amount of the Demised Premises taken.

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Demised Premises or common areas, shall belong to and be the property of Lessor whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises; provided, however, that Lessor shall not be entitled to the award made to Lessee for depreciation to, and the cost of removal of, stock and trade fixtures.

ARTICLE 16. DESTRUCTION TO DEMISED PREMISES

If the Demised Premises or the Building in which said Premises are located, are damaged or destroyed by fire or other casualty Lessor may, at its election (a) proceed with due diligence to repair or restore the same condition as existed before such damage or destruction; or (b) terminate this Lease by giving Lessee written notice within thirty (30) days after such damage or destruction. Should Lessor elect to repair or restore, a proportionate allowance shall be made from the minimum rent during the period required for such repairs, in the proportion which the number of square feet of which Lessee is deprived by such damage and the making of such repairs bears to the total square feet in the Demised Premises.

ARTICLE 17. SUBROGATION

This paragraph has been deleted in its entirety.

ARTICLE 18. DEFAULT

If Lessee fails to pay any installment of rent or make any payment of additional rent within ten (10) days after it becomes payable hereunder, or if Lessee fails to observe and perform any other provision, covenant or condition of this Lease required under this Lease to be observed and performed by Lessee, within thirty (30) days after Lessor shall have given notice to Lessee of the failure of Lessee to observe and perform the same; provided that, if by reason of the nature thereof, Lessee cannot commence promptly and proceed diligently to observe and to perform the same with due diligence, as promptly as circumstances permit; or if Lessee abandons or vacates the Demised Premises, or any part thereof during the term of this Lease or any renewal thereof; or if Lessee makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors; or if the interest of Lessee in the Demised Premises is attached, levied upon, or seized by legal process; or if the interest of Lessee in the Demised Premises is attached, levied upon, or seized by legal process; or if a bankruptcy or insolvency proceeding is filed by or against Lessee; or if a court of competent jurisdiction or other governmental authority approves a petition seeking a reorganization, arrangement, composition or similar relief with respect to Lessee, or appoints a trustee, receiver, or liquidator of Lessee, or of all or substantially all of its property or affairs, or assumes custody or control of all or substantially all of the property or affairs of Lessee; or if this Lease is assigned in violation of the terms hereof or is terminated by operation of law; then and in any such event, immediately or at any

time thereafter, at the option of Lessor, Lessor shall have the right to immediately re-enter and take possession of the Demised Premises, and as it elects either (i) declare this Lease to be terminated, in which event this Lease, all right of Lessee, and all duties of Lessor shall immediately cease and terminate, and Lessor may possess and enjoy the Demised Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action against Lessee Lessor may have for rent, damages, or breach of covenant, in respect to which Lessee shall remain and continue liable notwithstanding such termination, or (ii) relet the Demised Premises, or any part thereof, for such term or terms and on such conditions as Lessor determines for and on behalf of Lessee for the highest rental reasonably obtainable in the judgment of Lessor, which reletting shall not be considered as a surrender or acceptance back of the Demised Premises or a termination of this Lease, and recover from Lessee any deficiency between the amount of rent, additional rent, and all other charges payable under this Lease, plus any expenses incurred by Lessor in connection with such reletting, including without limitation the expenses of any redecoration, repairs, or alterations Lessor deems necessary or appropriate to make in connection with such reletting and sums expended for brokerage commissions and reasonable attorney's fees and/or (iii) Lessor may enter into and upon the Demised Premises, with or without legal process, and again have, possess and enjoy the same as if this Lease had not been made, and thereupon, the duties and obligations of Lessor hereunder shall terminate without prejudice, however, to the right of Lessor to recover from Lessee all rents and other amounts due under the provisions of this Lease, and the entire amount of unpaid rent due or thereafter to become due hereunder shall, without further notice or other action on the part of Lessor, accelerate and immediately become due and payable.

ARTICLE 19. QUIET ENJOYMENT

Upon payment by Lessee of the rents herein provided, and upon the observance and performances of all the covenants, terms, and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Demised Premises for the term hereof without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 20. LESSEE'S PROPERTY

This paragraph has been deleted in its entirety.

ARTICLE 21. WAIVER AS TO LOSS OR DAMAGE

Lessor shall not be liable for any damage to property of Lessee or of others located on the Demised Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works or from the roof, street, or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by persons in the Demised Premises, occupants of adjacent property of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the Demised Premises or in the Shopping Center. All property of Lessee kept or stored on the Demised Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Lessor occurring after the commencement of the term hereof.

ARTICLE 22. HOLDING OVER, SUCCESSORS

This paragraph has been deleted in its entirety.

ARTICLE 23. MISCELLANEOUS

(a) Waiver

One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

(b) Subordination

Lessor reserves the right to subordinate this Lease at all times to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter placed upon the Demised Premises, and Lessee covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, mortgages, trust deed or trust deeds as shall be desired by Lessors, or any mortgagees or proposed mortgagees or trustees under trust deeds, upon condition that Lessee shall have the right to remain in possession of the Demised Premises under the terms of this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed or trust deeds, or after foreclosure thereof, so long as Lessee is not in default under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee or trustee elects to have this Lease and the interest of Lessee hereunder superior to any such interest or right and evidences such election by notice given to Lessee, then this Lease and the interest of Lessee hereunder shall be deemed superior to any such mortgage or trust deed, whether this Lease was executed before or after such mortgage or trust deed and in that event such mortgagee or trustee shall have the same rights with respect to this Lease as if it has been executed and delivered prior to the execution and delivery of the mortgage or trust deed and had been assigned to such mortgagee or trustee.

Lessee shall execute and deliver whatever instruments may be required for such purposes, and in the event Lessee fails so to do within ten (10) days after demand in writing, Lessee does hereby make, constitute and irrevocably appoint Lessor's agent as its attorney in fact and in its name, place and stead so to do. Lessee shall in the event of the sale or assignment of Lessor's interest in the Demised Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Demised Premises, attorn to and recognize such purchaser or mortgagee as Lessor under this Lease. Wherever notice is required to be given to Lessor pursuant to the terms of this Lease, Lessee will likewise give such notice to any first mortgagee of which it has received written notice holding a mortgage or deed of trust on the Demised Premises. Furthermore, such mortgagee shall have the same rights to cure any default on the part of Lessor that Lessor would have had itself.

(c) Notices

Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is at the Demised Premises, and sent by first class mail with postage prepaid, and if such notice to Lessor is in writing, by United States certified mail, postage prepaid, addressed to Blacklick Properties, Ltd., 33 N. Third Street, Suite 500, Columbus, OH 43215-3590, and sent by registered or certified mail with postage prepaid.

(d) Indemnity

To the extent permitted by Ohio law, the Lessee shall, at all times, indemnify Lessor for, defend Lessor against, and save Lessor harmless from, any liability, loss, cost, injury, damages, or other expenses that may occur or be claimed by or with respect to any person or property on or about the Demised Premises and resulting from the use, misuse, occupancy, possession or unoccupancy of the Demised Premises by Lessee or

its agents, employees, licensees, invitees, guests or other such persons, or from the condition of the Demised Premises. To the extent permitted by Ohio law, the Lessee shall, at its own cost and expense defend against any and all such actions and demands and shall indemnify Lessor for all costs and expenses it may incur in connection therewith. Lessor shall not, in any event whatsoever, be liable for any injury or damage to the Demised Premises or to Lessee or its agents, employees, licensees, invitees, guests, or other such persons, or such persons of any licensee of Lessee, or to any property of any such persons, Lessee shall not make any claim or demand upon or institute any action against Lessor as a result of any such injury or damage. Neither party, under any 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.

(e) Estoppel Certificate by Lessee

Lessee agrees at any time within ten (10) days of Lessor's written request to execute, acknowledge and deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been paid in advance, if any; it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the fee of the Demised Premises.

(f) Accord and Satisfaction

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor shall accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

(g) Short Form Lease and Supplemental Lease

This Lease shall not be recorded, but upon written request of Lessor or Lessee, a Short Form Lease describing the property herein Demised, giving the term of this Lease and the name and address of Lessor and Lessee, and referring to this Lease (but containing no other terms or provisions thereof except as may be permitted or required by Lessor), shall be promptly executed, acknowledged and delivered by both parties; such Short Form Lease may be recorded by either party. At the time that the commencement date of the term of this Lease is established, the parties will promptly enter into a Supplemental Lease Agreement stipulating the actual commencement and expiration date of the term of this Lease as provided herein, referring to this Lease, and describing the property herein Demised, but containing no other terms or provisions hereof, which Supplemental Lease Agreement may be recorded by either party.

(h) Liability of Lessor

If Lessor shall fail to perform any covenant, term or condition of this Lease upon Lessor's part to be performed, and as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Lessor in the Shopping Center and out of rents or other income from such property receivable by Lessor or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the Shopping Center, and neither Lessor nor its successors or assigns shall be liable for any deficiency.

(i) Performance of Lessee's Covenants

Lessee covenants and agrees that it will perform all agreements herein expressed on its part to be performed and that it will promptly, upon receipt of written notice specifying action desired by Lessor in connection with any such covenant, comply with such notice; and further, that if Lessee shall not comply with any such notice to the satisfaction of Lessor within forty-eight (48) hours after delivery thereof, then Lessor may enter upon the Demised Premises and do the things specified in said notice. Lessor shall have no liability to Lessee for any loss or damage resulting in any way from such action, and Lessee agrees to pay promptly upon demand any expense incurred by Lessor in taking such action.

(j) Security Deposit – This paragraph has been deleted in its entirety.

(k) Liens or Encumbrances

Lessee shall not permit any lien of mechanics or materialmen to remain unpaid and unreleased for a period to exceed ten (10) days against the Demised Premises or the property upon which the Demised Premises is located; except that if Lessee is contesting or resisting the claims of liens of the mechanics or materialmen, Lessee agrees to deposit with Lessor either a cash sum equal to the amount of the claim of lien or a bond for the payment of said claim of lien by an insurance company approved by Lessor. Lessee agrees to indemnify and save Lessor and the Demised Premises and the building of which the Demised Premises are a part harmless of all such liens or claims or lien and all attorney's fees and other costs and expenses incurred by Lessor by reason thereof. It is further covenanted and agreed that Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law, or otherwise, to attach to or to be placed upon the title to the property of which the Demised Premises are a part, or upon any interest in said Demised Premises, and any and all liens and encumbrances created by Lessee shall attach to Lessee's interest only.

(l) Lessee covenants

Lessee and any Guarantors hereby consents to and authorizes Lessor and/or representative of Lessor to obtain, verify any reports concerning Lessee and any Guarantor(s) as are maintained by, but not limited to: City, County, State, Federal Law Enforcement Agencies, credit reporting agencies, present and/or past employers.

Furthermore, Lessee and any Guarantors hereby release and hold harmless: Lessor, its agents and employees, from and against any and all claims, demands, suits or expenses arising from or related to the content, validity or handling of said reports.

ARTICLE 24. STORE HOURS

This paragraph has been deleted in its entirety.

ARTICLE 25. ANNUAL FINANCIAL STATEMENTS

This paragraph has been deleted in its entirety.

ARTICLE 26. REPORTING OF GROSS SALES

This paragraph has been deleted in its entirety.

ARTICLE 27.

The submission of this Lease for examination and/or execution by Lessee does not constitute a reservation of or option for the Premises described herein for the benefit of Lessee and this Lease shall have no force or validity as a Lease unless and until duly executed by Lessor and delivered by Lessor to Lessee.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

If this Lease has been filled in, it has been prepared for submission to your

attorney for his approval. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease or the transactions relating hereto.

ARTICLE 28. BROKERS

Lessee warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. The agent representing the owner of the real estate is exclusively representing the owner of the real estate.

ARTICLE 29. LESSOR'S ALTERATIONS

Provided this Lease is fully executed by May 22, 2017 Lessor shall promptly schedule the following alterations:

- Replace damaged or stained ceiling tile.
- Steam clean all carpeted flooring.
- Clean or replace, as required, all 2' x 4' light lenses.
- See that all light fixtures are operational.
- Service all existing electrical, plumbing and HVAC systems to ensure that they are in proper working order.
- Repair any roof leaks as required.

In the event that Lessee moves into the Demised Premises before the above work has been completed, Lessor shall be relieved of completing those alterations that Lessor determines said move-in affects.

In the event that the Lessor's alterations outlined above are not in Lessor's opinion substantially completed prior to the commencement date of this lease, Lessee's recourse shall be to have the right to make application to the Lessor to consider a) adjusting the commencement date of this lease to the day after the date of substantial completion of the alterations, or b) to adjust the commencement date of this lease to the first day of the month following the day of substantial completion along with the adjustment of the ending date of the lease to provide for the same term length as outlined in this lease. In the event that Lessee elects to exercise its right to make the above application, Lessee shall do so in writing within 10 days from the commencement date of this lease. Lessor shall respond in writing to Lessee within seven days from the receipt of said application as to whether said application is accepted or rejected and if accepted which option (a or b) outlined above is agreeable to Lessor. If application is accepted by Lessor, Lessor shall so notify Lessee in writing as outlined above and this lease shall be then considered amended by the parties hereto. If application is denied, Lessor shall outline the reasons thereof in writing to Lessee.

ARTICLE 30. OCCUPANCY PERMIT

Lessee shall be responsible for completing all work and/or making all arrangements as may be necessary to obtain any required occupancy permits.

ARTICLE 31. WAIVER OF THE RIGHT TO TRIAL BY JURY.

This paragraph has been deleted in its entirety.

ARTICLE 32. ENTIRE AGREEMENT.

This Lease contains the entire agreement of the parties and no representations or agreements, oral or written, not embodied herein, or incorporated herein by references, shall be of any force or effect.

ARTICLE 33. CONFESSION OF JUDGMENT

This paragraph has been deleted in its entirety.

ARTICLE 34. RIGHT OF FIRST REFUSAL

In the event that Lessor becomes aware of a prospective tenant that is interested in leasing the Demised Premises occupied by the Reynoldsburg Police Department (RPD), or has an alternative use in mind for the Premises, then the Lessor shall first offer to the RPD the continued use of the Demised Premises under terms and conditions that are agreed upon by the parties hereto. The RPD and the Lessor shall then have fourteen (14) days to agree upon the terms and conditions for the continued occupancy of the Premises by the RPD. If such terms cannot be agreed upon in the fourteen (14) day time period, then this Lease will terminate at the end of the fourteen (14) day period.

The balance of this page has intentionally been left blank.

Attachment: Reynoldsburg PD Lease - Final (65-17 : Lease Agreement RPD/Blacklick Properties LTD)

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be signed as of the day and year first above written.

Witnesses as to Lessor:

LESSOR: BLACKCLICK PROPERTIES LTD.

By: _____

Witnesses as to Lessee:

LESSEE: THE CITY OF REYNOLDSBURG

By: _____
Brad McCloud, Mayor

Attachment: Reynoldsburg PD Lease - Final (65-17 : Lease Agreement RPD/Blacklick Properties LTD)

AUTHORIZATION FOR AUTOMATIC WITHDRAWAL

LESSEE NAME: _____
 PROPERTY ADDRESS: _____ SUITE #: _____
 This letter is to acknowledge that (PROPERTY NAME) _____
 is hereby authorized to withdraw the amount of:
 \$ _____ (\$ _____) on a
 (MONTHLY) basis on the (circle one) 1st 5th (BILLING DATE) of each month
(If billing date falls on a weekend or a holiday, ACH will occur on the next business day)

BASE RENT:	
OPERATING EXPENSES:	
TAXES:	
INSURANCE:	
UTILITIES (Includes Water, Trash, Electric, Gas & Steam):	
HVAC:	
MISCELLANEOUS (Furniture, Storage, Dumpster ETC.):	
TOTAL:	

FINANCIAL INSTITUTION: _____

BANK ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

COMMENCEMENT DATE OF ACH: _____

I understand the ACH amount will be adjusted when renewals are executed and or new leases are entered in to or any increase in rent or expenses occurs pursuant to the terms of the lease. This shall be your good and sufficient authority. Attached is a blank check from the above account marked "VOID".

I understand if the funds are not available and/or are returned for nonsufficient funds, the credit card below shall be maintained on file and shall be debited in the same amount plus an administrative fee. **Cards accepted are: Visa, MasterCard and Discover only.**

Card # _____ Exp _____

SIGNATURE: _____

PRINTED NAME: _____

PHONE: _____ E-MAIL: _____

STATE OF OHIO

SS:

COUNTY OF FRANKLIN

Before me, a Notary Public in and for said County and State, personally appeared the above named _____, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this _____ day of _____, 20____.

Notary Public

STATE OF OHIO

SS:

COUNTY OF FRANKLIN

Before me, a Notary Public in and for said County and State, personally appeared the above named _____ who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio this _____ day of _____, 20____.

Notary Public



EMERGENCY CONTACT INFORMATION

Tenant Name: _____

Building: _____

Office Phone: _____

Office FAX: _____

E-mail Address: _____

PERSONAL CONTACT INFORMATION:

Name: _____

Address: _____

Social Security #: _____

Date of Birth: _____

Home No: _____

Cell No.: _____

E-mail: _____

EMERGENCY CONTACT:

Name: _____

Relationship: _____

Address: _____

Cell Phone: _____

Home No: _____

E-mail: _____

Please complete this form and return with executed Lease Agreement

ORDINANCE NO. 65-17PASSED: June 26, 2017

ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BLACKLICK PROPERTIES LTD. FOR A REYNOLDSBURG POLICE SUBSTATION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a lease agreement with Blacklick Properties, LTD., P.O. Box 3455, Pittsburg, Pennsylvania, 15230-3455 for a Reynoldsburg Police Substation for the term August 1, 2017 through July 31, 2020.

SECTION 2. That this resolution is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the city; wherefore upon adoption by Council this resolution shall be in effect immediately upon signature by the Mayor.

Chris Long, President Pro Tempore

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 6/27/17
Bradley L. McCloud, Mayor

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. 65-17 as passed by Council of said City on the 26th day of June, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 6/27/17

Published: _____

Attachment: 65-17 Lease Agreement w Blacklick Properties LTD (65-17 : Lease Agreement RPD/Blacklick Properties LTD)

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: June 26, 2017

TO: Finance Committee

RE: Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List. - Parks & Recreation Department.
(Second Reading 6/12/2017).

The Parks & Recreation Department would like authorization from City Council to remove the following items from the Fixed Asset list. These items are no longer operational and/or needed by the department.

1057	1994 Chevy Pick-Up
699	Ryan 18" Sod Cutter
1526	Turfco Edger
1025	Giant vac push blower
2041	Lawnboy 21" mower
1170	Tilt deck trailer
1669	Gas powered air compressor and tank

ORDINANCE NO. 66-17PASSED: June 26, 2017

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S
FIXED ASSET LIST.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

from the Parks & Recreation Department:

Tag Number	Description	Reason
1057	1994 Chevy Pick-Up	No longer operational
699	Ryan 18" Sod Cutter	No longer operational
1526	Turfco Edger	No longer operational
1025	Giant vac push blower	No longer operational
2041	Lawnboy 21" mower	No longer operational
1170	Tilt deck trailer	No longer operational
1669	Gas powered air compressor and tank	No longer operational

SECTION 2. That the Reynoldsburg Parks & Recreation Department has disposed of the items referred to in Section 1 and any proceeds from the items will be used for trade in or deposited into the appropriate fund.

SECTION 3. That upon adoption by Council this Resolution shall be in effect thirty days following signature by the Mayor.

Chris Long, President Pro Tempore

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 6/27/17
Bradley L. McCloud, Mayor

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. 66-17 as passed by Council of said City on the 26th day of June, 2017, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 6/27/17

Published: _____

Attachment: 66-17 Removal of Fixed Assets Parks Rec (66-17 : Fixed Asset Removal)