CITY OF REYNOLDSBURG

FINANCE COMMITTEE - BARTH COTNER
MONDAY JUNE 12, 2017

COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SERVICE COMMITTEE MEETING

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

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
    a. Finance Committee – Committee Meeting – May 22, 2017
4. Discussion
    a. JEDD 3 AGREEMENT WITH ETNA TOWNSHIP
    b. BLACKLICK PLAZA/RPD SUBSTATION DISCUSSION
    c. ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 39-17 PASSED May 8, 2017 AND DECLARING AN EMERGENCY.
    d. RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2018 AND DECLARING AN EMERGENCY.
    e. 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.
    f. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT AND DECLARING AN EMERGENCY. (First Reading 5/22/2017).
    g. ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - Parks & Recreation Department. (First Reading 5/22/2017).

h. 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.

i. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH VERIFIED VOLUNTEERS (By Sterling Talent Solutions). (Second Reading 5/22/2017).

CITY OF REYNOLDSBURG

FINANCE COMMITTEE - BARTH COTNER
MONDAY MAY 22, 2017

COMMITTEE MEETING: 7:45 PM

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

1. Call to Order

PRESENT: Cotner, Long, Luzader, Joseph
ABSENT: Skinner

2. Approval of Agenda

   1. Motion to Amend Agenda to add Motion to Authorize the City Attorney to Apply for the Ohio Attorney Generals 2017-2018 VOCA/SVAA Grant.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Barth R. Cotner, At Large
SECONDER:	Chris Long, At Large
AYES:	Cotner, Long, Luzader
ABSENT:	Skinner

3. Approval of Minutes

   a. Finance Committee – Committee Meeting – May 8, 2017

Minutes stand approved.

4. Discussion

   a. Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List. - Parks & Recreation Department.

Mrs. Bauman: These are just some items that we no longer use or are broke that we would like to have removed form the fixed asset list.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

b. Ordinance Appropriating Funds from Unappropriated General Fund to an Account in the Parks & Recreation Department and Declaring an Emergency.

Mrs. Bauman: These funds are funds from the Farmers Market that are collected in the form of sponsorship dollars or fees that are collected weekly. Approximately $3,600 is left over from 2016 and $4,000 has been collected this year so we would like those appropraited this year into the Community Events line item for the Parks and Recreation Department and we would like and emergency at the second reading so we can have funds for the 2017 market.

Mr. Cotner: What is the date for the next market again?

Mrs. Bauman: June 15th.- Septer 8 over at Huber Park and the Mayor will be performing opening day. 10th year. We're very excited about that.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

c. 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.

Mayor McCloud: Thank you. Earlier this month the voters of the city voted to increase our tax rate from 1.5% to 2.5% the ordinance that you have before you will change the portion of our tax code internally to reflect that increase.

Mr. Cotner: I think the end of June is our deadline, so sending it tonight and then passing it our next meeitng is our plan?

Mayor McCloud: Correct.

Mr. Joseph: I know this begins in July, has RITA been working with us as far as the change over, because I know some people do estimated taxes at different times during the year and I just want to know if they are aware that it will change and they'll have it set up in their system to make that switchover so people aren't being forced to pay or not being forced to pay the right amount at the right time.

Mayor McCloud: That will be in place when this goes into effect and July 1st that will be in effect. Yes. Thank you.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

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

Mayor McCloud: When we open a purchase order for our sewer, we look back at the quarter of the previous year and make a good faith guesstimate at how much that is going to be and in this case, that guesstimate was short $24,000. The Auditor's office has been helpful about talking with us in this issue and we've got something in place to essentially a percentage contingency in place moving forward so we don't have to bring this back. That is the reason for this then and now is, we guessed what the charge would be and we just came up short.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

e. Ordinance Authorizing Mayor to Enter into an Agreement with Verified Volunteers (By Sterling Talent Solutions). (First Reading 5/08/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

f. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. -- Computer Department. (Second Reading 5/08/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

g. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. - Service Department. (Second Reading 5/08/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

5. Meeting Night Additions

   a. Motion to Authorize the City Attorney to Apply for the Ohio Attorney Generals 2017-2018 VOCA/SVAA Grant.

Mr. Hood: Some months ago I attended the Ohio Crime Victims Justice Center Symposium and they made me aware of this grant cycle that occurs sometime in the spring and I have been checking since that time with the OAG's office weekly to see when the application process would come in. There is a very short window here and time is of the essence and I appreciate you adding that this evening. The VOCA grant has to do with victims of crime. What I would like to do, should the city be awarded the grant, its hire a victim of crime assistant to work in my office. Not as employee but an independent contractor who has years of experience, I've been working alongside this person as I see her represent other municipalities our size, to help us with domestic violence cases and assault cases and basically anything that is afforded a protection order in our municipal court system. What this person would do is listed on the packet that I provided you on page 6. In the state of Ohio, all victims of crime make a victim impact statement prior to sentencing of the court. This would also enable us to have another tool to help those victims of crime prepare those things prior to those court proceedings. This is someone that would be in the court house with us to do that. The City Attorney's is an allowable grant recipient; there are also additional funds available for training for my staff so our prosecutors are up to date. This is a 20% match so it would be an 80/20 grant from the state. But the good news is that no appropriation would be necessary this year. I could make it work within my budget and volunteer hours that will be required of our contractor can be used to put forth our 20% match. They basically give a volunteer rate of $15 per hour and we can cut down our 20% by volunteer hours which she has already agreed to should the grant be awarded. The grant application is due June 1 and it came out Monday so that’s the short window we have to deal with. The funding however doesn't get awarded until October so it will be a short period of time for this year so our budget cycle will be different form the grant cycle. The grant cycle would be October to September; our budget cycle goes January to December. So it would be something we'd have to consider for next year. This is something that is sorely needed and something that I've wanted to do but haven't had the ability to make it work within my budget without asking for additional appropriations of this Council which I didn't want to do. But it is something that is necessary to do our job to the best of our ability and something that our residents deserve and if we can get grant funding to do it I think it works for everybody.

Mr. Cotner: What do you think the possibility of us getting this are? How does the formula work?

Mr. Hood: The Crime Victim Justice Center, I don't know that it is similar to other grants like construction grants that we go after, but I think we're an excellent candidate because we are suburb of our size without a victims advocate or witness assistant. If you look at the list of recipients on the AG website, you can see all of the different law director/prosecutor offices that are already receiving those grant proceeds to it seems we would have a very good chance.

Mr. Luzader: If we get this grant this year, would you assume our chances are pretty good of continuing?

Mr. Hood: So, one of the reasons why general law enforcement technique is not something that is an allowable expense for this, is that I believe that they don't want you to hire and employee. But if you look at the priority funding, if you are a past recipient, you do get some sort of extra credit to continue to be a recipient. So we do need to get our foot in the door but once we do get our foot in the door, I think it is something that could be perpetual.

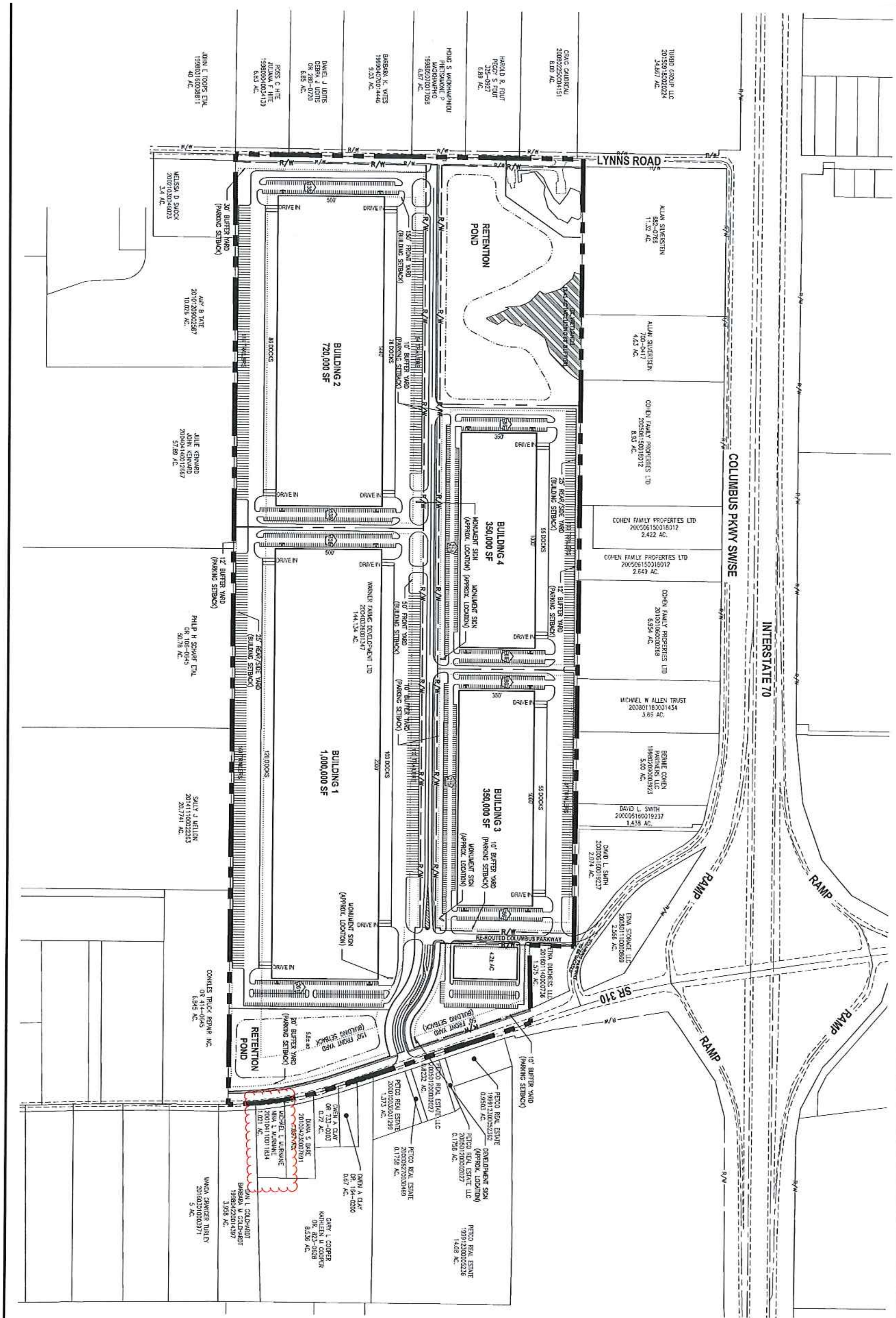
RESULT:	**REFERRED [UNANIMOUS]**	**Next: 5/22/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Luzader	
ABSENT:	Skinner	

Development Department

Dan Havener
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 phone

Memo

DATE:	**June 12, 2017**
TO:	**Finance Committee**
CC:	
RE:	**JEDD 3 Agreement with Etna Township**



JOB NUMBER: CLY002	CRG ETNA PARK 70 ETNA, OHIO SITE LAYOUT PLAN	Jobes Henderson A HULL COMPANY	59 Grant Street Newark, Ohio 43055 PH: (740) 344-5451 www.jobeshenderson.com		
2					

NO.	PLAN ISSUE/REVISION	DATE
1	REVISED EXISTING ZONING CLASSIFICATIONS	09.12.2016
2	REVISED PER ZONING COMMISSION RECOMMENDATION	10.20.2016

DRAWN SCE
CHECKED AES
DATE 08/24/2016

HORIZONTAL SCALE IN FEET

Clerk of Council

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

ORDINANCE REQUEST

DATE:	**June 12, 2017**
TO:	**Finance Committee**
RE:	ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 39-17 PASSED May 8, 2017 AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Statement of necessity: Emergency requested so that agreement may be executed with the correct vendor.

Ordinance 39-17 was adopted on May 8, 2017 and the vendor named on that ordinance is not the vendor that will be performing the installation. Request legislation be repealed/replaced to reflect the correct vendor. Correct Vendor Contract is attached as well as the current Ordinance 39-17 that needs to be repealed.

ORDINANCE NO. 39-17 PASSED: May 8, 2017

ORDINANCE AUTHORIZING MAYOR TO PURCHASE ONE BOOSTER VARIABLE SPEED PUMPING SYSTEM; APPROPRIATING THE 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 enter into an agreement with Watertronics, a Lindsay Corporation, 525 E. Industrial Drive, Hartland, WI, 53029 in the amount of $26,355.00 for the purchase of the pumping system.

SECTION 2. That an amount of $26,355.00 in the unappropriated General Fund be and is hereby appropriated to Account 110.448.5367 "Service Department- Streetscape Maintenance"

SECTION 3. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to replace the current defective pump, deadline; 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________________
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. 39-17 as passed by Council of said City on the 8th day of May, 2017 and as recorded in the Record of Proceedings of said Council.

____
April L. Beggerow, Clerk of Council

Filed with Mayor: __________ Published: _____________

Attachment: 39-17 Streetscape Irrigation Pump Replacement (1789 : Repeal/Replace Ord. 39-17)

6810 Enterprise Drive
Delta, OH 43515
Office 800-426-0370
Fax 567-454-5117
www.propumpservice.com

March 6, 2017 Quotation # 3564

City of Reynoldsburg

WATERMAX 5000 SERIES PROPOSAL
Booster Variable Speed Pumping System

STATION PERFORMANCE: **200 GPM @ 15 PSI Boost** **Dynamic Inlet Pressure = 45 PSI**

POWER REQUIREMENT: **Power shall be 230 volt, 1 phase, 60 hertz.**

MODEL DESCRIPTION: WMBV-5000-2-7.5-230-1-200-15

Project Scope: Prefabricated, self-contained enclosed Variable speed (VFD) **7.5 HP** horizontal centrifugal pump station with piping, valves, enclosure and base painted (**sandstone**). Controls will be an operator interface with software programming written specifically for this project. A formed and reinforced base platform and enclosure with lockable lid contains all manifolding, pumps, motors and control panels (disconnect mounted externally) to provide an integral unit ready for easy installation, anchored to a concrete pad.

STANDARD CONTROLS & EQUIPMENT INCLUDE:

- External mounted NEMA 3R main disconnect panel
- U.L listed control panel
- Multi-line operator interface display featuring:
  Flow readout
  Pressure readout
  Flow totalizer
  Elapsed run time display
- Alarm conditions with safety shutdown:
  Low discharge pressure shutdown
  High discharge pressure shutdown
  VFD fault shutdown
  High pump temperature shutdown
- Overload, single phase, phase imbalance/low voltage protection
- Surge protection for main station and solid state controls
- Variable Frequency Drive pressure regulation
- Pressure start
- Hand/off/auto selector switch
- Stainless steel pressure transducer
- **Data Industrial 220B flow sensor mounted inside enclosure**
- **1 ea. 7.5 HP, 3600 RPM horizontal centrifugal pump and EISA compliant ODP motor. Pump to be cast iron with a bronze impeller and mechanical seal.**
- Silicone filled pressure gauges with isolation valve on suction and discharge piping
- Station discharge isolation valve
- Force fan air cooled ventilated 14 gauge steel pump station enclosure and steel base painted with

lockable access cover
- Baked and cured two part polyurethane ultraviolet insensitive paint
- Factory certified dynamic run testing of pump station up to full flow and pressure prior to shipment
- One operator and maintenance manual
- One year limited warranty on mechanical and electrical components
- Access to Watertronics customer service technical phone support, technicians on call 24/7
- Access to Watertronics factory authorized service technician
- **Dead front external disconnect panel**
- **Flow start**
- **Custom dogleg piping for suction and discharge**

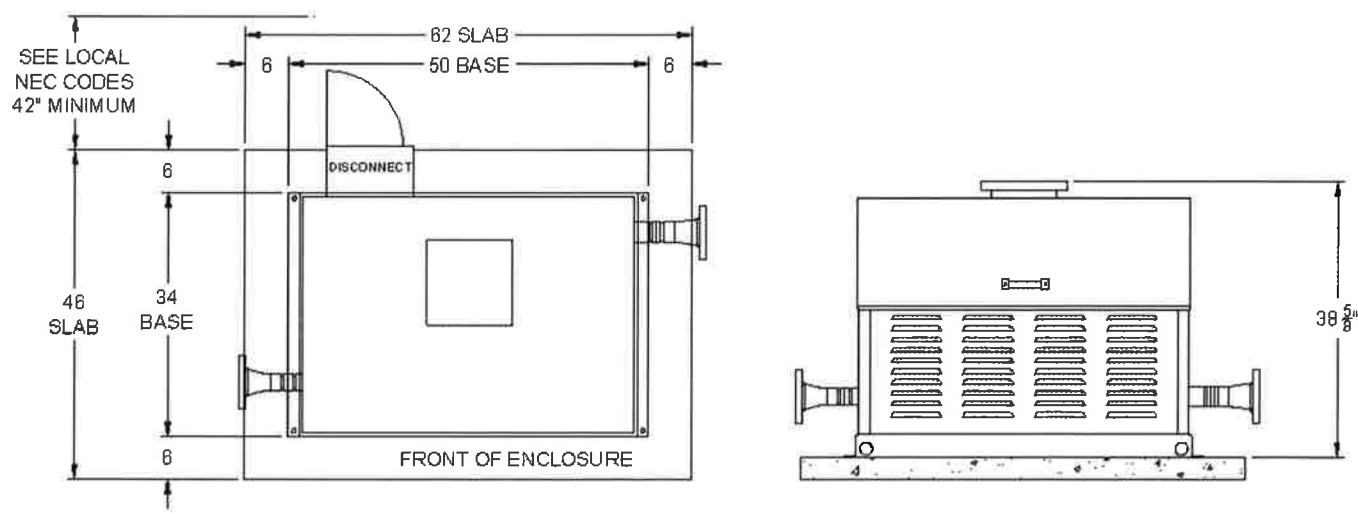
PUMP STATION PRICE (INCLUDES ALL ABOVE):	**$21,075.00**
Connection to source and discharge piping	Not Included
Electrical work	Not Included
Start-Up and User Training	Included
Crane To Off-Load and Set Pump Station	Included
Sales Tax	Not Included
Domestic US Freight from Factory to Job Site: FOB Factory	**Included**

Shipment: A firm delivery date will be established and transmitted to purchaser when non-stocked material deliveries are confirmed. If no delays, estimated 5 weeks after receipt of signed contract and drawing approval.

OPTIONAL EQUIPMENT NOT INCLUDED IN TOTAL STATION PRICE: **(Indicate acceptance of an Option by initialing each one being added to purchase)**	**PRICE**	**ACCEPTED**
• 500 watt pump station heater mounted (inside enclosure), thermostatically Controlled	$839.00	________

Typical Station Overall Dimensions:

Note: Drawing is shown for information only, along with recommended minimum slab dimensions. A full proposal drawing will be submitted for approval before design and production can commence.



Attachment: ProPump Controls (1789 : Repeal/Replace Ord. 39-17)

A deposit of 50% is required upon acceptance of quote.

The price and terms of this quotation will be honored for thirty (30) days from the above date, after which time, it will be subject to review and acceptance by Pro Pump & Controls.

Thank you for choosing Pro Pump & Controls as your service provider and the opportunity to quote this project.

Regards,

John Hudson
Service Technician

To accept this proposal, please sign and date below and return by fax to 567-454-5117 and mail original copy with deposit to: Pro Pump & Controls, 6810 Enterprise Drive, Delta, OH 43515

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Signature	Title	Date

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DELIVERY: Delivery dates are estimates and confirmed shipment cannot be determined until all manufacturing details are known. Pro Pump & Controls Inc. will make reasonable efforts to establish a delivery schedule after receipt of an executed contract and all approvals. Seller shall not be liable for special or consequential damages caused by delay in delivery. Customer agrees to execute bill and hold contract in the event of order delay.

ACCEPTANCE: If for any reason buyer is unable to accept delivery at the agree to date , then delivery shall be deemed completed in seller's warehouse for purposes of payment and seller shall store and subsequently deliver as provided above. Buyer will be responsible for additional handling fee of $250.00 and storage charges of $750.00 per month which will be added to invoice.

LIEN: Seller retains a security interest in all products sold to buyer until the purchase price and other charges, if any, are paid in full as provided in Article 9 of the Uniform Commercial Code. Seller will file a Mechanics Lien or execute other documents as required to perfect the security interest in the products sold.

TAXES: State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.

FACTORY AUTHORIZED WARRANTY: Manufacturer warrants that the water pumping system or component will be free of defects in workmanship: For one year from date of authorized start-up but not later than fifteen months from date of manufacturer's invoice.

The Seller shall not be responsible for damage to turf, drive ways, cart paths or other property that may be damaged during removal and installation of equipment

This proposal contains equipment that may require costly means to remove and replace for service or repair, due to site conditions. Pro Pump & Controls Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. This includes the use of cranes larger than 15 tons, divers, barges, helicopters, or other unusual means. All such extraordinary costs shall be borne by the customer, regardless of the reason necessitating removal of the product from service.

Default of any agreement with manufacturer.

The misuse, abuse of the pumping equipment outside is intended and specified use.
Failure to conduct routine maintenance.
Pumping water not suitable for turf irrigation.
Exposure to electrolysis, erosion, or abrasion.
Presence of destructive gaseous or chemical solutions.
Extreme over voltage or unprotected low voltage.
Unprotected electrical phase loss or phase reversal.
Water salinity in excess of 2000 parts per million.
Water from a reverse osmosis plant.
Water with a Langelier Index less than -0.5 and greater than +1.5
Damage occurring when using control panel as service disconnect.

The foregoing constitutes manufacturer's sole warranty and has not nor does it make any additional warranty, whether express or implied, with respect to the pumping system or component. Manufacturer makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping system or component. Manufacturer shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping system. In no event shall the manufacturer be responsible for incidental, consequential, or act of God damages nor shall manufacturer's liability for damages to purchaser or any other person ever exceed the original factory purchase price.

BOLON'S PLUMBING / CONTRACTING

6575 Rivers Edge Dr | Lewis Center OH 43035
6143321572 | bolonsplumbing@gmail.com | www.bolonsplumbing.com

RECIPIENT:

Brett Short Circuits LLC
P.O. Box 191
Marysville, OH 43040
Phone: bretts@brettsshortcircuits.com

Estimate #42

Sent On	05/08/2017
Total	**$2,080.00**

SERVICE ADDRESS:

Jolly Pirate Donuts
6689 E Main St
Reynoldsburg, OH 43068

Service / Product	Description	Qty	Unit Cost	Total
Plumbing	Upgrade 2 1/2" copper line to 3" copper line Type L copper from meter pit to new pump inlet. 3" copper line shall connect to outlet side of existing back flow preventer. That connection shall go underground to new pump setting. All connections underground shall be brazed. Connect existing feed to water station, outlet side of pump.	1	$1,100.00	$1,100.00*
Materials / Labor		1	$980.00	$980.00*

* Non-taxable
This estimate is valid for the next 30 days, after which values may be subject to change.

Total **$2,080.00**

Signature: ______________________ **Date:** ______________

Proposal # 5444

Brett Short
Brett Short Circuits, LLC
PO Box, 191
Marysville, Ohio 43040
May 8, 2017

Jay Monahan
Pro Pump & Controls
6810 Enterprise Drive
Delta, Ohio 43515

Dear Jay,

Thank you for the opportunity to quote the electrical work for the ***The City of Reynoldsburg, Ohio, Irrigation Pump Station Equipment Replacement.*** I am pleased to propose all the materials and labor required to complete the electrical work as follows:

(1) Disconnect and remove the existing pump power. For equipment removal by others.
(1) Remove and dispose of existing concrete pad.
(1) Hand excavate and dispose of spoils for new plumbing and electric lines.
(1) Flow-fill plumbing and electric trenches.
(1) Form and pour concrete pad for new pump station.
(1) Top soil and dress surface.
(1) Feed and connect the new pump station 230 volt single phase.

Sealed Drawings are not included if required. Sales taxes on materials are not included.

The total price for the electrical work complete is **($3,200.00) THREE THOUSAND TWO HUNDRED DOLLARS.** I retain the right to withdraw this proposal after 30 days. My payment terms are in full upon completion. I appreciate the opportunity to quote your project. If you want to accept this proposal, please sign one copy and return it to me by email. You may simply call at your discretion.

Sincerely,

Brett Short, Member
Accepted by ______________________________ Title ________________ Date ______________

brets@brettshortcircuits.com Phone (937) 644-2188 Fax (937) 644-3288 Ohio License # 12923

City Auditor's Office

Richard Harris
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

RESOLUTION REQUEST

DATE: **June 12, 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.

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

TABLE OF CONTENTS

UND I
UND T
OTAL 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 & Rollbac	36,394	37,841	36,830	41,707	40,207	24,530	34,394	34,391	35,000	35,000
Other State Shared Taxes and Permits	2,708	2,429	973	0	0	0	0	0	0	0
Total State Shared Taxes and Permits	1,981,801	1,765,566	1,699,225	1,509,278	1,075,193	843,845	831,603	786,503	827,200	792,200
Federal Grants or Aid	0	0								
State Grants or Aid	63,729	34,234	219,574	12,722	12,895	158,492	30,041	31,329	35,000	35,000
Other Grants or Aid										
Total Intergovernmental Revenues	2,045,530	1,799,800	1,918,799	1,522,000	1,088,088	1,002,337	861,644	817,832	862,200	827,200
Special Assessments	0									
Charges For Services	150,908	166,021	51,846	76,983	96,561	82,980	94,544	76,389	95,200	95,200
Fines, Licenses, and Permits	737,140	781,430	839,528	675,836	826,234	799,162	691,993	646,972	775,000	700,000
Miscellaneous - Interest	471,116	200,101	213,951	154,745	130,015	144,758	175,494	143,680	160,000	145,000
Other Financing Sources:										
Proceeds from Sale of Debt										
Transfers					0					
Advances										
Other sources	329,528	413,298	481,703	629,950	630,497	897,066	1,060,463	881,207	580,700	700,000
TOTAL REVENUE	12,383,471	11,899,943	13,528,420	14,008,320	13,634,251	14,358,020	16,148,664	15,390,272	15,388,550	17,932,850

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DESCRIPTION	For 2009 Actual	For 2010 Actual	For 2011 Actual	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Estimate	For 2018 Estimate
EXPENDITURES										
Security of Persons and Property										
Personal Services	6,587,083	6,606,959	6,947,566	7,344,083	7,460,963	7,848,127	8,063,715	8,450,618	8,704,137	8,965,26
Travel Transportation	0									
Contractual Services	477,514	380,736	375,532	435,590	403,013	424,307	452,790	449,467	453,962	458,501
Supplies and Materials	210,922	227,646	271,301	249,118	261,163	242,060	204,791	204,693	206,740	208,807
Capital Outlay	77,850	18,190	112,744	140,205	59,286	190,815	154,327	185,001	60,000	60,000
Total Security of Persons and Property	7,353,369	7,233,531	7,707,143	8,168,996	8,184,425	8,705,309	8,875,623	9,289,779	9,424,838	9,692,569
Public Health Services										
Personal Services	0									
Travel Transportation	0									
Contractual Services	202,756	202,756	205,060	205,667	212,964	219,428	257,940	271,288	300,000	300,000
Supplies and Materials	0									
Capital Outlay	0									
Total Public Health Services	202,756	202,756	205,060	205,667	212,964	219,428	257,940	271,288	300,000	300,000
Leisure Time Activities										
Personal Services	667,455	645,102	671,937	659,661	657,472	741,676	738,369	823,832	865,024	908,275
Travel Transportation	0	0	0	0	0	0	0	0	0	0
Contractual Services	195,673	237,062	225,284	198,134	169,922	194,917	348,041	223,652	225,889	228,147
Supplies and Materials	78,626	92,482	82,756	81,298	100,377	148,567	132,848	169,486	171,181	172,893
Capital Outlay	6,928	21,089	1,162	20,169	24,629	19,994	58,928	263,254	0	0
Total Leisure Time Activities	948,682	995,735	981,139	959,262	952,400	1,105,154	1,278,186	1,480,224	1,262,093	1,309,315
Community Environment										
Personal Services	1,110,083	990,155	677,238	731,011	787,536	759,307	772,115	812,729	853,365	896,034
Travel Transportion	0	0			0		0	0	0	0
Contractual Services	304,951	350,524	403,707	475,324	455,435	470,043	468,472	535,223	540,575	545,981
Supplies and Materials	25,133	25,273	16,735	17,267	16,292	15,956	15,155	15,058	15,209	15,361
Capital Outlay	220	9,332	9,129	191	0	9,950	0	22,382	22,382	22,382
Total Community Environment	1,440,387	1,375,284	1,106,809	1,223,793	1,259,263	1,255,256	1,255,742	1,385,392	1,431,531	1,479,757
Basic Utility Service										
Personal Services										
Travel Transportation										
Contractual Services										
Supplies and Materrials										
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**

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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 Taxes	191,000	193,616	195,181	169,997	166,829	170,706	165,775	165,894	170,000	165,00
Tangible Personal Property Tax	9,399	9,371	7,227	4,623	2,377	2,292	1,142	0	2,500	0
Trailer Tax	338	196	309	332	343	301	313	365	400	400
Real Property Tax - Homestead	25,149	25,208	25,164	14,415	17,911	34,517	22,079	22,037	20,000	20,000
TOTAL REVENUE	**225,886**	**228,391**	**227,881**	**189,367**	**187,460**	**207,816**	**189,309**	**188,296**	**192,900**	**185,400**
EXPENDITURES										
Police Pension Expenses	302,895	277,876	233,232	192,705	192,743	192,970	162,740	162,761	163,000	163,000
TOTAL EXPENDITURES	**302,895**	**277,876**	**233,232**	**192,705**	**192,743**	**192,970**	**162,740**	**162,761**	**163,000**	**163,000**
Revenues Over (Under) Expenditures	(77,009)	(49,485)	(5,351)	(3,338)	(5,283)	14,846	26,569	25,535	29,900	22,400
Beginning Cash Fund Balance	160,740	83,731	34,246	28,895	25,557	20,274	35,120	61,689	87,224	117,124
Ending Cash Fund Balance	83,731	34,246	28,895	25,557	20,274	35,120	61,689	87,224	117,124	139,524
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	**83,731**	**34,246**	**28,895**	**25,557**	**20,274**	**35,120**	**61,689**	**87,224**	**117,124**	**139,524**

DESCRIPTION	For 2009 Actual	For 2010 Actual	For 2011 Actual	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Estimate	For 2018 Estimat
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**

FUND All Funds Not Listed on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01/18	2018 Estimated Receipt	Available For Expenditure	2018 Expenditures & Encumbrances Personal Services	 Other	 Total	Estimated Unencumbered Fund Balance 12/31/18
GOVERNMENTAL:							
SPECIAL SERVICE:							
Income Tax	395,291	600,000	995,291	82,236	300,000	382,236	613,055
Permissive Tax	1,204,384	270,000	1,474,384	0	300,000	300,000	1,174,384
Sewer Capacity	207,720	35,000	242,720	0	35,000	35,000	207,720
Street	2,778,963	1,365,000	4,143,963	560,000	600,000	1,160,000	2,983,963
State Highway	201,497	110,000	311,497		95,000	95,000	216,497
Cops in Schools Grant	0	0	0	0	0	0	0
Cops More	0	0	0	0	0	0	0
G.R.E.A.T. Grant Fund	0	0	0	0	0	0	0
Law Enforcement	265,491	30,000	295,491		35,000	35,000	260,491
Drug Enforcement	49,290	1,000	50,290		1,000	1,000	49,290
Safety Belt Program	4,376	0	4,376		0	0	4,376
DUI Education	7,401	2,500	9,901		2,500	2,500	7,401
Federal Forfeiture	93,230	30,000	123,230		25,000	25,000	98,230
Computerization Needs (court)	150,927	30,000	180,927		15,000	15,000	165,927
Law enforcement Asst Fund	16,770	1,000	17,770		1,000	1,000	16,770
TOTAL SPECIAL REVENUE FUNDS	5,375,340	2,474,500	7,849,840	642,236	1,409,500	2,051,736	5,798,104
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	400,000	570,000	970,000	0	570,000	570,000	400,000
TOTAL DEBT SERVICE FUNDS	400,000	570,000	970,000	0	570,000	570,000	400,000
CAPITAL PROJECT FUNDS							
Capital Improvements	3,401,646	5,550,000	8,951,646	0	5,000,000	5,000,000	3,951,646
Sidewalk Construction	825,815	40,000	865,815	0	1,000	1,000	864,815
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS	4,227,461	5,590,000	9,817,461	0	5,001,000	5,001,000	4,816,461

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01/18	Estimated Receipts 2018	Total Available For Expenditures	2018 Encumbrances and Expenditures Personal Services	 Other	 Total	Estimated 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	1,549,974
Sewer	1,411,446	6,100,000	7,511,446	425,000	5,100,000	5,525,000	1,986,446
Utility Deposits	97,138	10,000	107,138	0	10,000	10,000	97,138
Storm Water	1,411,000	1,350,000	2,761,000	275,000	825,000	1,100,000	1,661,000
Solid Waste	807,000	2,000,000	2,807,000		2,000,000	2,000,000	807,000
TOTAL ENTERPRISE FUNDS	4,951,558	16,460,000	21,411,558	1,125,000	14,185,000	15,310,000	6,101,558
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Arts Commission	0	0	0	0	0	0	0
Delinquency Prevention	16,555	0	16,555	0	0	0	16,555
Beautification Commission	0	0	0	0	0	0	0
French Creek Footbridge	3,473	0	3,473	0	0	0	3,473
Supervision and Inspection	100,000	65,000	165,000	0	65,000	65,000	100,000
Plot Grade and Utility	60,000	75,000	135,000	0	60,000	60,000	75,000
Unclaimed Funds	55,000	5,000	60,000	0	15,000	15,000	45,000
Employee Fund	1,200	500	1,700	0	500	500	1,200
School Ski Club	200	0	200	0	0	0	200
Miscellaneous Trust	25,000	350,000	375,000	0	300,000	300,000	75,000
Board of Building Standards	9,000	7,500	16,500	0	7,500	7,500	9,000
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	0
Sewer Capacity Charge - Columbus	26,000	25,000	51,000	0	25,000	25,000	26,000
Engineering Fees/Plan Reviews	100,000	35,000	135,000	0	35,000	35,000	100,000
Taylor Square School TIEF	200,000	2,000,000	2,200,000	0	1,800,000	1,800,000	400,000
Brice - Main TIF	15,000	285,000	300,000	0	275,000	275,000	25,000
Kroger Tif	275,000	50,000	325,000	0	1,000	1,000	324,000
Summit Rd Tif #1	5,100	0	5,100	0	0	0	5,100
Taylor Rd Tif #1	150,000	18,000	168,000	0	300	300	167,700
Taylor Rd Tif #2	14,000	800	14,800	0	50	50	14,750
TOTAL TRUST AND AGENCY FUNDS	1,055,528	2,991,800	4,047,328	0	2,659,350	2,659,350	1,387,978
TOTAL FOR MEMORANDUM ONLY	6,007,086	19,451,800	25,458,886	1,125,000	16,844,350	17,969,350	7,489,536

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2016	Amount Budgeted 2016	Source Fund
TOTAL	0	0	0	

STATEMENT OF AMOUNTS REQUIRED FOR PAYMENT OF FINAL JUDGEMENTS

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
N/A	N/A	N/A
TOTAL	N/A	

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Date Due	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 Corrider Refunding		2012	2023	Ord 80-12	S	1.7	990,000	191,450	Debt Retirement
Commercial Corrider Refunding		2012	2023	Ord 81-12	S	1.7	485,000	98,625	TIF Fund
Commercial Corrider 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**	

<u>Parks & Recreation Dept.</u>
Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE:	**June 12, 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 the Pine Quarry Bridge Replacement not to exceed $40,000 for services.

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.

EMH&T

Engineers, Surveyors, Planners, Scientists

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. <u>Environmental Permitting</u>
   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 (HMFEI) in the area of the stream crossings.

A legacy of **experience**. A reputation for **excellence**.
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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. <u>Structural Engineering Support</u>
    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. <u>Construction Documents</u>
    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.

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

Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

<u>Parks & Recreation Dept.</u>
Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE:	**June 12, 2017**
TO:	**Finance Committee**
RE:	ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT AND DECLARING AN EMERGENCY. (First Reading 5/22/2017).

Emergency/Suspension: Emergency

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

Request Council appropriate $7,736 from the unappropriated General Fund to Account 110.340.5303, Community Events.

These funds are carryover funds from the 2016 Farmers' Market (sponsorship and market fees).

Requesting emergency passage to apply to 2017 expenses.

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE: **June 12, 2017**

TO: **Finance Committee**

RE: **Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List. - Parks & Recreation Department. (First Reading 5/22/2017).**

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

Mayor's Office

Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**June 12, 2017**
TO:	**Finance Committee**
RE:	*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.*

Emergency/Suspension: Emergency

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

Statement of necessity: the immediate effectiveness of this Ordinance is necessary to provide funds in order to adequately carry out necessary municipal functions and to meet increasing costs and other financial obligations of the City.

This is the Income Tax Oridinance as approved by the voters. We are just waiting for the final certification by Franklin County for adoption. Deadline for Fairfield and Licking Counties to provide their certifications to Franklin County is May 23rd.

Passed: __________, 2017

ORDINANCE NO. __________

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.

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

Section 1. Section 190.01 of the Codified Ordinances of the City of Reynoldsburg, Ohio, is hereby amended to read as follows:

*"**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 percent (0%) 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%) 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%) of the monies collected shall be deposited into the General Debt Retirement Fund to be used for general debt retirement.

(iii) Two percent (2%) 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."

Section 2. Section 190.03 of the Codified Ordinances of the City of Reynoldsburg, Ohio is hereby amended to read as follows:

*"**190.03 IMPOSITION OF TAX***

Beginning July 1, 2017, the income tax levied by the City is levied at a rate of two and one-half percent (2.5%) on the Municipal Taxable Income of every person residing in and/or earning and/or receiving income in the City. Prior to July 1, 2017, the income tax levied by the City is levied at a rate of one and one-half percent (1.5%) on the Municipal Taxable Income of every person residing in and/or earning and/or receiving income in the City.

Individuals.

(A) For residents of the City, the income tax levied herein shall be on all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident. This is further detailed in the definition of income (Section 190.02(C)(16)).

(B) For nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(C) For residents and nonresidents, income can be reduced to "Municipal Taxable Income" as defined in Section 190.02(C)(21). Exemptions which may apply are specified in Section 190.02(C)(12).

Refundable credit for Nonqualified Deferred Compensation Plan.

(D)(1) As used in this division:

(a) "Nonqualified deferred compensation plan" means a compensation plan described in Section 3121(v)(2)(C) of the Internal Revenue Code.

(b) "Qualifying loss" means the amount of compensation attributable to a taxpayer's nonqualified deferred compensation plan, less the receipt of money and property attributable to distributions from the nonqualified deferred compensation plan. Full loss is sustained if no distribution of money and property is made by the nonqualified deferred compensation plan. The taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.

(c)(i) "Qualifying tax rate" means the applicable tax rate for the taxable year for the which the taxpayer paid income tax to the City with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.

(ii) If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to the City each year with respect to the nonqualified deferred compensation plan.

(d) "Refundable credit" means the amount of the City income tax that was paid on the non-distributed portion, if any, of a nonqualified deferred compensation plan.

(2) If, in addition to the City, a taxpayer has paid tax to other municipal corporations with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.

(3) In no case shall the amount of the credit allowed under this section exceed the cumulative income tax that a taxpayer has paid to the City for all taxable years with respect to the nonqualified deferred compensation plan.

(4) The credit allowed under this division is allowed only to the extent the taxpayer's qualifying loss is attributable to:

(a) The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or

(b) The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.

Domicile.

(E)(1)(a) An individual is presumed to be domiciled in the City for all or part of a taxable year if the individual was domiciled in the City on the last day of the immediately preceding taxable year or if the Tax Administrator reasonably concludes that the individual is domiciled in the City for all or part of the taxable year.

(b) An individual may rebut the presumption of domicile described in division (E)(1)(a) of this section if the individual establishes by a preponderance of the evidence that the individual was not domiciled in the City for all or part of the taxable year.

(2) For the purpose of determining whether an individual is domiciled in the City for all or part of a taxable year, factors that may be considered include, but are not limited to, the following:

(a) The individual's domicile in other taxable years;

(b) The location at which the individual is registered to vote;

(c) The address on the individual's driver's license;

(d) The location of real estate for which the individual claimed a property tax exemption or reduction allowed on the basis of the individual's residence or domicile;

(e) The location and value of abodes owned or leased by the individual;

(f) Declarations, written or oral, made by the individual regarding the individual's residency;

(g) The primary location at which the individual is employed.

(h) The location of educational institutions attended by the individual's dependents as defined in Section 152 of the Internal Revenue Code, to the extent that tuition paid to such educational institution is based on the residency of the individual or the individual's spouse in the municipal corporation where the educational institution is located;

(i) The number of contact periods the individual has with the City. For the purposes of this division, an individual has one "contact period" with the City if the individual is away overnight from the individual's abode located outside of the City and while away overnight from that abode spends at least some portion, however minimal, of each of two consecutive days in the City.

(3) All additional applicable factors are provided in the Rules and Regulations.

<u>Businesses.</u>

(F) This division applies to any taxpayer engaged in a business or profession in the City, unless the taxpayer is an individual who resides in the City or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(1) Except as otherwise provided in division (F)(2) of this section, net profit from a business or profession conducted both within and without the boundaries of the City shall be considered as having a taxable situs in the City for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(a) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in the City during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(b) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services

performed in the City to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 190.04(C);

(c) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in the City to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(2)(a) If the apportionment factors described in division (F)(1) of this section do not fairly represent the extent of a taxpayer's business activity in the City, the taxpayer may request, or the Tax Administrator of the City may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

(i) Separate accounting;

(ii) The exclusion of one or more of the factors;

(iii) The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;

(iv) A modification of one or more of the factors.

(b) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by Section 190.12(A).

(c) The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (F)(2)(a) of this section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 190.12(A).

(d) Nothing in division (F)(2) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(3) As used in division (F)(1)(b) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(a) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

(i) The employer;

(ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

(iii) A vendor, customer, client, or patient of a person described in (F)(3)(a)(ii) of this section, or a related member of such a vendor, customer, client, or patient.

(b) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(c) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (F) (3)(a) or (b) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(4) For the purposes of division (F)(1)(c) of this section, receipts from sales and rentals made and services performed shall be sitused to a municipal corporation as follows:

(a) Gross receipts from the sale of tangible personal property shall be sitused to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in the City if, regardless of where title passes, the property meets any of the following criteria:

(i) The property is shipped to or delivered within the City from a stock of goods located within the City.

(ii) The property is delivered within the City from a location outside the City, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the City and the sales result from such solicitation or promotion.

(iii) The property is shipped from a place within the City to purchasers outside the City, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

(b) Gross receipts from the sale of services shall be sitused to the City to the extent that such services are performed in the City.

(c) To the extent included in income, gross receipts from the sale of real property located in the City shall be sitused to the City.

(d) To the extent included in income, gross receipts from rents and royalties from real property located in the City shall be sitused to the City.

(e) Gross receipts from rents and royalties from tangible personal property shall be sitused to the City based upon the extent to which the tangible personal property is used in the City.

(5) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to the City's tax only if the property generating the net profit is located in the City or if the individual taxpayer that receives the net profit is a resident of the City. The City shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit sitused under this division to the municipal corporation in which the property is located.

(6)(a) Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be sitused to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to the City, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the City to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(b) An individual who is a resident of the City shall report the individual's net profit from all real estate activity on the individual's annual tax return for the City. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under the City's income tax ordinance.

(7) When calculating the ratios described in division (F)(1) of this section for the purposes of that division or division (F)(2) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(8) Left intentionally blank.

(9) Left intentionally blank."

Section 3. *Section 190.04 of the Codified Ordinances of the City of Reynoldsburg, Ohio, is hereby amended to read as follows:*

"190.04 COLLECTION AT SOURCE

Withholding provisions.

(A) Each employer, agent of an employer, or other payer located or doing business in the City shall withhold an income tax from the qualifying wages earned and/or received by each employee in the City. Except for qualifying wages for which withholding is not required under Section 190.03 or division (B)(4) or (6) of this section, the tax shall be withheld at the rate specified in Section 190.01 of this chapter; beginning July 1, 2017, this rate is two and one-half percent (2.5%), and prior to July 1, 2017, this rate is one and one-half percent (1.5%). An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

(B)(1) Except as provided in division (B)(2) of this section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of the City the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

(a) Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of the City in the preceding calendar year exceeded $2,399, or if the total amount of taxes deducted and withheld or required to be deducted and withheld on behalf of the City in any month of the preceding calendar quarter exceeded $200.

Payment under division (B)(1)(a) of this section shall be made so that the payment is received by the Tax Administrator not later than 15 days after the last day of each month for which the tax was withheld.

(b) Any employer, agent of an employer, or other payer not required to make payments under division (B)(1)(a) of this section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the 15th day of the month following the end of each calendar quarter.

(c) Notwithstanding the provisions of division (B)(1)(a) and (b) of this section, taxes required to be deducted and withheld shall be remitted semi-monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld on behalf of the City in the preceding calendar year exceeded $11,999, or if in any month of the preceding calendar year exceeded $1,000. Payment under division (B)(1)(c) of this section shall be made so that the payment is received by the Tax Administrator not later than one of the following: i) if the taxes were deducted and withheld or required to be deducted and withheld during the first fifteen days of a month, the third banking day after the fifteenth day of that month; (ii) if the taxes were deducted and withheld or required to be deducted and withheld after the fifteenth day of a

month and before the first day of the immediately following month, the third banking day after the last day of the month.

(2) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying federal taxes withheld on payments to employees under Section 6302. of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other federal statute or regulation, the payment shall be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of the City. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this section.

(3) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by the Tax Administrator and the City as the return required of a non-resident employee whose sole income subject to the tax under this chapter is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(4) An employer, agent of an employer, or other payer is not required to withhold the City income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(5)(a) An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this chapter or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

(b) The failure of an employer, agent of an employer, or other payer to remit to the City the tax withheld relieves the employee from liability for that tax unless the employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(6) Compensation deferred before June 26, 2003, is not subject to the City income tax or income tax withholding requirement to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(7) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in

trust for the City until such time as the withheld amount is remitted to the Tax Administrator.

(8) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

(a) The names, addresses, and social security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for the City during the preceding calendar year;

(b) The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

(c) The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

(d) Any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

(e) Other information as may be required by the Tax Administrator.

(9) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this section, shall be personally liable for a failure to file a report or pay the tax due as required by this section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(10) An employer is required to deduct and withhold the City income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for subsequent remittance to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(11) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this chapter, to be tax required to be withheld and remitted for the purposes of this section

Occasional Entrant - Withholding.

(C)(1) As used in this division:

(a) "Employer" includes a person that is a related member to or of an employer.

(b) "Fixed location" means a permanent place of doing business in this state, such as an office, warehouse, storefront, or similar location owned or controlled by an employer.

(c) "Principal place of work" means the fixed location to which an employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location, "principal place of work" means the worksite location in this state to which the employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location or worksite location, "principal place of work" means the location in this state at which the employee spends the greatest number of days in a calendar year performing services for or on behalf of the employee's employer.

If there is not a single municipal corporation in which the employee spent the "greatest number of days in a calendar year" performing services for or on behalf of the employer, but instead there are two or more municipal corporations in which the employee spent an identical number of days that is greater than the number of days the employee spent in any other municipal corporation, the employer shall allocate any of the employee's qualifying wages subject to division (C)(2)(a)(i) of this section among those two or more municipal corporations. The allocation shall be made using any fair and reasonable method, including, but not limited to, an equal allocation among such municipal corporations or an allocation based upon the time spent or sales made by the employee in each such municipal corporation. A municipal corporation to which qualifying wages are allocated under this division shall be the employee's "principal place of work" with respect to those qualifying wages for the purposes of this section.

For the purposes of this division, the location at which an employee spends a particular day shall be determined in accordance with division (C)(2)(b) of this section, except that "location" shall be substituted for "municipal corporation" wherever "municipal corporation" appears in that division.

(d) "Professional athlete" means an athlete who performs services in a professional athletic event for wages or other remuneration.

(e) "Professional entertainer" means a person who performs services in the professional performing arts for wages or other remuneration on a per-event basis.

(f) "Public figure" means a person of prominence who performs services at discrete events, such as speeches, public appearances, or similar events, for wages or other remuneration on a per-event basis.

(g) "Worksite location" means a construction site or other temporary worksite in this state at which the employer provides services for more than 20 days during the calendar year. "Worksite location" does not include the home of an employee.

(2)(a) Subject to divisions (C)(3), (5), (6), and (7) of this section, an employer is not required to withhold the City income tax on qualifying wages paid to an employee for the performance of personal services in the City if the employee performed such services in the City on 20 or fewer days in a calendar year, unless one of the following conditions applies:

(i) The employee's principal place of work is located in the City.

(ii) The employee performed services at one or more presumed worksite locations in the City. For the purposes of this division, "presumed worksite location" means a construction site or other temporary worksite in the City at which the employer provides or provided services that can reasonably be, or would have been, expected by the employer to last more than 20 days in a calendar year. Services can "reasonably be expected by the employer to last more than 20 days" if either of the following applies at the time the services commence:

(a) The nature of the services is such that it will require more than 20 days of the services to complete the services;

(b) The agreement between the employer and its customer to perform services at a location requires the employer to perform the services at the location for more than 20 days.

(iii) The employee is a resident of the City and has requested that the employer withhold tax from the employee's qualifying wages as provided in Section 190.04.

(iv) The employee is a professional athlete, professional entertainer, or public figure, and the qualifying wages are paid for the performance of services in the employee's capacity as a professional athlete, professional entertainer, or public figure.

(b) For the purposes of division (C)(2)(a) of this section, an employee shall be considered to have spent a day performing services in the City only if the employee spent more time performing services for or on behalf of the employer in the City than in any other municipal corporation on that day. For the purposes of determining the amount of time an employee spent in a particular location, the time spent performing one or more of the following activities shall be considered to have been spent at the employee's principal place of work:

(i) Traveling to the location at which the employee will first perform services for the employer for the day;

(ii) Traveling from a location at which the employee was performing services for the employer to any other location;

(iii) Traveling from any location to another location in order to pick up or load, for the purpose of transportation or delivery, property that has been purchased, sold, assembled, fabricated, repaired, refurbished, processed, remanufactured, or improved by the employee's employer;

(iv) Transporting or delivering property described in division (C)(2)(b)(iii) of this section, provided that, upon delivery of the property, the employee does not temporarily or permanently affix the property to real estate owned, used, or controlled by a person other than the employee's employer;

(v) Traveling from the location at which the employee makes the employee's final delivery or pick-up for the day to either the employee's principal place of work or a location at which the employee will not perform services for the employer.

(3) If the principal place of work of an employee is located in another Ohio municipal corporation that imposes an income tax, the exception from withholding requirements described in division (C)(2)(a) of this section shall apply only if, with respect to the employee's qualifying wages described in that division, the employer withholds and remits tax on such qualifying wages to that municipal corporation.

(4)(a) Except as provided in division (C)(4)(b) of this section, if, during a calendar year, the number of days an employee spends performing personal services in the City exceeds the 20-day threshold, the employer shall withhold and remit tax to the City for any subsequent days in that calendar year on which the employer pays qualifying wages to the employee for personal services performed in the City.

(b) An employer required to begin withholding tax for the City under division (C)(4)(a) of this section may elect to withhold tax for the City for the first 20 days on which the employer paid qualifying wages to the employee for personal services performed in the City.

(5) If an employer's fixed location is the City and the employer qualifies as a small employer as defined in Section 190.02, the employer shall withhold municipal income tax on all of the employee's qualifying wages for a taxable year and remit that tax only to the City, regardless of the number of days which the employee worked outside the corporate boundaries of the City.

To determine whether an employer qualifies as a small employer for a taxable year, the employer will be required to provide the Tax Administrator with the employer's federal income tax return for the preceding taxable year.

(6) Divisions (C)(2)(a) and (4) of this section shall not apply to the extent that a Tax Administrator and an employer enter into an agreement regarding the manner in which the employer shall comply with the requirements of Section 190.04."

Section 4. Effective July 1, 2017, Sections 190.01, 190.03 and 190.04 of the Codified Ordinances of the City of Reynoldsburg, Ohio, as they have heretofore existed, are hereby repealed and Sections 190.01, 190.03 and 190.04 as set forth herein shall become effective. Provided, however, that no provision of this Ordinance, including the repeal of Sections 190.01, 190.03 and 190.04 of the Codified Ordinances of the City of Reynoldsburg, Ohio, as they have heretofore existed, shall in any way affect any rights or obligations of the City, any taxpayer, or any other person, official or entity, with respect to the one percent and one and one-half percent municipal income taxes authorized by predecessor Sections 190.01, 190.03 and 190.04.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance 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 the law.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that the immediate effectiveness of this Ordinance is necessary to provide funds in order to adequately carry out necessary municipal functions and to meet increasing costs and other financial obligations of the City; wherefore; this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

Passed: _________________, 2017

Attest: ______________________________ ______________________________

Clerk of Council *President of Council*
April Beggerow *Doug Joseph*

Approved: ______________________________ *Date: ___________________, 2017*

Mayor
Brad McCloud

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____-17 as passed by Council of said City on the _____ day of _____________, 2017 and as recorded in the Record of Proceedings of said Council.

____
April Beggerow, Clerk of Council

Filed with Mayor: ________________, 2017

Published: ________________, 2017

<u>Human Resources Dept.</u>
Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE:	**June 12, 2017**
TO:	**Finance Committee**
RE:	**ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH VERIFIED VOLUNTEERS (BY STERLING TALENT SOLUTIONS). (Second Reading 5/22/2017).**

Request authorization for the Mayor to enter into a contract with Verified Volunteers and waive competitive bidding. (See attached)

Verified Volunteers & Sterling Talent Solutions Set-Up Form

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Getting started is easy!

1. Completing this form is the next step in setting up your volunteer and/or employment screening accounts.
2. Please complete this Credentialing & Account Information Application, End User Certification, and Service Agreement.
   - You may fill in most of this form in your browser by clicking on the form fields. (You may need to download Adobe Acrobat Reader version 5 or later at: http://get.adobe.com/reader)
3. Have an authorized user physically fill in and sign the signature blocks at the end of the Credentialing & Account Information Application, at the end of the End User Certification, and the top and bottom of the Service Agreement. 4 physical signatures in total. These signature fields are identified within the document by red "Sign Here" flags.
4. Have an authorized user physically initial pages 17 & 19. The initial fields are identified by red "Sign Here" flags.
5. Send the completed agreements (we do not need the Notice to Consumers) to Verified Volunteers for activation via one of the two methods below:

- Email to: newaccounts@verifiedvolunteers.com or
- Fax to: 855-326-1862

Fax Cover Sheet (only fill out if returning document via fax)

Send To

From

Email or Fax

Organization

# of Pages

Phone

In the event we need to contact you, please provide the following contact information.

Phone

Best time to be reached

Your Checklist:

(make sure you complete all of the below before submitting)

- ✓ I filled out the Credentialing and Account Information form.
- ✓ I checked off the Permissible Purpose sections (B & C).
- ✓ I completed the Bank Reference and Trade Reference section (D).
- ✓ I entered my Organization Name at the top of the End User Agreement.
- ✓ I physically signed the 4 red signature blocks in the forms.
- ✓ I have attached proof of my 501c3 exempt status.

Questions?

Contact Verified Volunteers toll free at: 1-855-326-1860

Upon our receipt of the completed and signed Agreement, you will be contacted if additional information is needed to establish your account.

We look forward to building a community of Verified Volunteers.

Attachment: Verified Volunteers (1741 : Contract with Verified Volunteers)

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

www.verifiedvolunteers.com

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section A: Organization Information

Legal Name of Organization

DBA (Other Names You Do Business By)

Legal Street Address (No PO Boxes)

City / State / ZIP

Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Organization's Website URL

Billing Contact

Email

Billing Address

City / State / ZIP

Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Years in Business

Years

Months

If organization has been in business for one year or less, two of the following must be obtained and attached to application: (1) copy of utility bill or telephone bill in the business name, (2) copy of lease or proof of property ownership, (3) copy of bank statement addressed to the end user, (4) proof of commercial insurance

Section B: Permissible Purpose for Access to Verified Volunteers Background Checks

- ☐ For volunteer screening purposes
- ☐ For other permissible purpose (please describe)

Section C: Permissible Purpose for Access to Sterling Talent Solutions Background Checks

- ☐ For employment screening purposes
- ☐ For tenant screening purposes
- ☐ For student screening purposes
- ☐ For other permissible purpose (please describe)

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section D: References

Bank Reference

Name

Phone

Address

City

State

ZIP

Contact Name

Date Account Opened

We need this information for credentialing purposes to ensure you are a bona fide entity. The information entered here is not associated in any way with your payment to Verified Volunteers.

Trade Reference

Name

Phone

Address

City

State

ZIP

Contact Name

Doing Business Since

A trade reference is any vendor or business you regularly pay for services.

Section E: Primary Authorized User Information for your Verified Volunteers Account

Primary Authorized User Name

Title

Contact Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Section F: Additional Authorized User(s) Information for your Verified Volunteers Account

Additional Authorized User Name	Title
Phone (xxx) xxx-xxxx	**Email**

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Additional Authorized User Name	Title
Phone (xxx) xxx-xxxx	**Email**

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Section G: Primary Authorized User Information for your Employee (Sterling Talent Solutions) Account

Leave blank if not signing up for employee screening or if the primary user for your employee (Sterling) account is the same as the primary user you listed for your Verified Volunteers account.

Primary Authorized User Name	Title
Contact Phone (xxx) xxx-xxxx	**Email**

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Section H: Additional Authorized User(s) Information for your Employee (Sterling) Account

Leave blank if not signing up for employee screening or if the additional authorized users for your employee (Sterling) account are the same as the additional authorized users you listed for your Verified Volunteers account.

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Verified Volunteers & Sterling Talent Solutions Set-Up Form

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section I: Additional Information

Organization Information

1. Organization name to be listed on Verified Volunteers badge

2. Number of volunteers: Number to be screened annually:

3. Number of employees (if applicable): Number to be screened annually (if applicable):

4. ◯ Yes, please send me an email notification when the report is complete. Please direct these emails to the following email address:

◯ Only send me an email notification when a report is designated "Consider." Please direct these emails to the following email address:

◯ No, I do not need email notifications at this time.

Volunteer Payment Options for Background Checks

	Complete Package		
Volunteers Pays (fill in the percentage)			
Organization Pays (fill in the percentage)			
Total	100%	100%	100%
	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †

Volunteer Payment Options for Repository Fees

	Complete Package		
Volunteers Pays (fill in the percentage)			
Organization Pays (fill in the percentage)			
Total	100%	100%	100%
	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †

† If Volunteer pays 100% of the background check, contribution question will not be asked even if it is set to Yes. If the contribution flag is Yes and the Organization is paying any portion of the check, then the contribution question will be asked and the amount that may be contributed is displayed (up to, but not exceeding the total cost of the background check).

Verified Volunteers & Sterling
Talent Solutions Set-Up Form

Section J: Credit Reports (only if ordering Credit Reports)

Do you have an Investigation License?
(If Yes, please provide a copy with this application) ◯ Yes ◯ No

Estimated number of credit reports you will order monthly:

Do you already have a credit reporting software package? ◯ Yes ◯ No

If Yes, what is the name?:

Does your industry require a business license?
(If Yes, please provide a copy with this application) ◯ Yes ◯ No

If ordering credit reports and operating out of a residence, please attach a copy of a Yellow Page listing in the organization name or a phone bill.

Letter of Intent for Credit Reports: Please provide a separate letter of intent on organization letterhead that must be signed by an officer or authorized manager.

The letter must include the following:
1. Nature of business
2. Its intended use for the service
3. Anticipated monthly volume
4. Intent on whether it anticipates its access to be primarily local, regional, or national.

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Authorization

I/We certify that I/We will use the credit information/consumer/investigative report for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use Section on this application and for the type of business listed on this application. I/We will not resell the report to any third party. I/We understand that if my/our system is used improperly by company personnel, or if my/our access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my/our company, I/We may be held responsible for financial losses, fees or monetary charges that may be incurred and that my/our access privilege may be terminated.

I agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original. The person signing must be authorized by your organization to sign on its behalf. Please print this form out and physically sign the document in the Signature box.

☐ I am attaching a copy of our 501c3 tax exempt status.

☐ I agree to the terms and conditions of this agreement.

Physical Signature	Date mm/dd/yyyy
Authorized By (Print or Type Name)	**Title**
Phone (xxx) xxx-xxxx	**Email**

End User Certification

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"),

"End User" hereby certifies to Verified Volunteers that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from Verified Volunteers shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:
   a. Section 604(a)(2). As instructed by the consumer in writing.
   b. b) Section 604(a)(3)(B). For employment/volunteer purposes including evaluating a consumer for employment/volunteering, promotion, reassignment, or retention as an employee/volunteer, where the consumer has given prior written permission.

2. End User, unless End User elects to utilize Verified Volunteers' Electronic Signature product, will ensure that prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment/volunteer purposes as required by law:
   a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment/volunteer purposes. This disclosure will satisfy all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and
   b. The consumer has authorized in writing the procurement of the report by the End User.

3. Further, End User, unless End User elects to utilize Verified Volunteers' Electronic Signature product, will additionally ensure that prior to procurement or causing the procurement of an investigative consumer report for employment/volunteer purposes as required by law:
   a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment/volunteer purposes; and
   b. Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("Summary of Consumer Rights"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

4. Additionally, to the extent End User is requesting Verified Volunteers to provide iCORI information, End User also affirms that:
   a. End User notified the consumer in writing of, and received permission via a separate authorization for Verified Volunteers to obtain and provide CORI information to End User;
   b. End User is in compliance with all federal and state credit reporting statutes;
   c. End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and
   d. End User will provide Verified Volunteers with a statement of the annual salary of the position for which the subject is screened.

5. Additionally to the extent End User requests any reports covered by the California Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and/or the Consumer Credit Reporting Agencies Act ("CCRAA"), California Code Sections 1785.1, et seq., which require consent from the consumer. End User also affirms that:
   a. it will request and use information products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12; and
   b. it will provide a clear and conspicuous disclosure in writing to the consumer, which discloses solely:
      i. that an investigative Information Products may be obtained;
      ii. the permissible purpose of the investigative Information Products;
      iii. the End User's name, mailing address, website address, and toll-free telephone number;
      iv. that the report will include information on the consumer's character, general reputation, personal characteristics, and mode of living;
      v. the nature and scope of the investigation to be performed, including a summary of the provisions of California Civil Code Section 1786.22;
      vi. the consumer's right to inspect Verified Volunteers' files about the subject by providing proper identification and Verified Volunteers will provide the subject with trained personnel and explanation of any codes to help understand those files; and
      vii. a box that the consumer may check to request a copy of the report and if the consumer checks that box, a copy of the report will be sent to the consumer within three business days after End User receives the report, along with the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.
   c. End User also certifies that under all applicable circumstances, it will comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of the End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and CCRAA.
   d. End User also will comply with all other requirements under applicable California law, including, but not limited to, any statutes, regulations, and rules governing the procurement, use and/or disclosure of any information producers, including, but not limited to, the ICRA and CCRAA.

End User Certification

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

6. In using a report for employment/volunteer purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize Verified Volunteers on behalf of the End User to provide to the consumer to whom the report relates:
   a. A copy of the report; and
   b. A copy of the Summary of Consumer Rights and any applicable state summary of rights; and
   c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide Verified Volunteers' name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform Verified Volunteers if any requested report is not to be used for employment/volunteer purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from Verified Volunteers in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from Verified Volunteers for a period of five years from the date the report was received, and will make such reports available to Verified Volunteers upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.

End User also confirms that while it might provide Verified Volunteers with copies of consent forms or related documents in order to provide Verified Volunteers with information necessary to provide its services, Verified Volunteers is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize Verified Volunteers' Electronic Signature product, Verified Volunteers will maintain electronic copies of consent forms. End User agrees to indemnify and hold harmless Verified Volunteers, its predecessors, successors and assigns, and their current and former officers, directors, volunteers, agents and independent contractors, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that information obtained through a Social Security Number trace will not be used directly to disqualify employees/volunteers from employment or volunteering or from continued volunteerism.

End User also confirms that it shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End user will not resell this data or use it for marketing purposes. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18.U.S.C. Section 2721 et seq.) or any other similar state or local statute, rule or regulation.

End User hereby acknowledges receipt of the Summary of Consumer Rights and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

Authorized Signature

Date mm/dd/yyyy

Organization/End User

Name/Title

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

www.verifiedvolunteers.com

End User Certification

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. .OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

1. As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
2. As instructed by the consumer in writing. Section 604(a)(2)
3. For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
4. For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
5. For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
6. When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
7. To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
8. To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
9. For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
10. For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. **Adverse Actions Based on Information Obtained From a CRA**

   If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

   - The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
   - A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
   - A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
   - A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. **Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

   If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. **Adverse Actions Based on Information Obtained From Affiliates**

   If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

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Notice to Users of Consumer Reports: Obligations of Users under the FCRA

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2). The procedures for investigative consumer reports and volunteer misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.
- This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

V. SPECIAL PROCEDURES FOR EMPLOYMENT INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an volunteer or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the volunteer if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) -- the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral. The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report.
- The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

1. Disclose the identity of the end-user to the source CRA.
2. Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
3. Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
   - the identify of all end-users;
   - certifications from all users of each purpose for which reports will be used; and
   - certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA Sections in the US Code, 15 U.S.C. § 1681 et seq.:

Section 603	Section 609	Section 618	Section 626	15 U.S.C. 1681c-1	15 U.S.C. 1681j	15 U.S.C. 1681r	15 U.S.C. 1681x
Section 604	Section 610	Section 619	Section 627	15 U.S.C. 1681c-2	15 U.S.C. 1681k	15 U.S.C. 1681s	15 U.S.C. 1681y
Section 605	Section 611	Section 620	Section 628	15 U.S.C. 1681d	15 U.S.C. 1681l	15 U.S.C. 1681s-1	
Section 605A	Section 612	Section 621	Section 629	15 U.S.C. 1681e	15 U.S.C. 1681m	15 U.S.C. 1681s-2	
Section 605B	Section 613	Section 622	15 U.S.C. 1681	15 U.S.C. 1681f	15 U.S.C. 1681n	15 U.S.C. 1681t	
Section 606	Section 614	Section 623	15 U.S.C. 1681a	15 U.S.C. 1681g	15 U.S.C. 1681o	15 U.S.C. 1681u	
Section 607	Section 615	Section 624	15 U.S.C. 1681b	15 U.S.C. 1681h	15 U.S.C. 1681p	15 U.S.C. 1681v	
Section 608	Section 616	Section 625	15 U.S.C. 1681c	15 U.S.C. 1681i	15 U.S.C. 1681q	15 U.S.C. 1681w	

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

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A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive Mclean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Service Agreement

Verified Volunteers, a division of Sterling Infosystems Inc. ("Verified Volunteers"), and the client named below ("Client") agree that Verified Volunteers shall make available to Client volunteer and pre-employment screening services ("Services") subject to this Service Agreement ("Agreement"). The Effective Date of this Agreement is as set forth below Verified Volunteers' signature. In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

	Verified Volunteers		
		Client:	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. **Services**
   a. Verified Volunteers shall make available to Client the services listed on Attachment A attached hereto at the prices set forth on such Attachment. Verified Volunteers and Client agree that Client's orders for background checks hereunder are expected to commence on or about ________ (the "Commencement Date"). Any twelve (12) month period starting on the Commencement Date or anniversary thereof is referred to as a "Contract Year".
   b. The initial term of this Agreement shall commence on the Effective Date or such other date as the parties may agree in writing, and continue for a term of thirty-six (36) months after the Commencement Date. Thereafter this Agreement shall automatically renew for additional twelve (12) month terms unless either party gives notice of its intent not to renew at least thirty (30) days prior to the end of the initial term or renewal term, as applicable: provided that Verified Volunteers shall not commence the provision of Services until Client has completed and executed the End User Certification and Credentialing Application in the form determined by Verified Volunteers, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved. The initial term and any renewal period constitute "the Term" of this Agreement.
   c. During the Term, Verified Volunteers shall be Client's exclusive provider of volunteer screening services, including without limitation verifications and motor vehicle and criminal background searches.

2. **Invoicing and Payment**
   a. Verified Volunteers will invoice Client monthly and payment shall be due within thirty (30) days of the date of invoice. A late payment charge equal to the lesser of 1½% per month or the highest lawful rate may be applied to any outstanding balances until paid.
   b. Verified Volunteers reserves the right to revise its pricing for Services upon thirty (30) days written notice. In addition, Client acknowledges that Verified Volunteers' pricing on Attachment A is based on Client's projected annual volume (which may be measured in number of volunteers screened and/or the amounts payable to Verified Volunteers) as set forth on such Attachment. In the event Client's actual volume, by one or more measure on Attachment A, as of the end of a Contract Year is less than 90% of such projected volume, Verified Volunteers may revise its pricing upon written notice to Client. Notwithstanding the foregoing, in the event state or local government fees payable by Sterling in connection with the provision of Services increase during the Term, Verified Volunteers may pass along such price increase to Client upon notice.
   c. Client will pay any applicable taxes relating to this Agreement, other than taxes based on Verified Volunteers' income and franchise-related taxes.

3. **Restrictions on Use**
   a. Client will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the purpose(s) designated by the Client in the Credentialing Application and in accordance with the End User Certification signed by the Client. Client will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

   Client will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

4. **Confidentiality**
   a. Client shall not disclose any background screening reports provided by Verified Volunteers hereunder except as permitted by this Agreement or required by law, provided that Client is not prohibited from disclosing such report to the subject of such report.
   b. Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party.

Service Agreement

5. **Disclaimers**
   a. Client acknowledges that the depth of information collected by Verified Volunteers varies among sources and Verified Volunteers cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. Client shall be responsible for determining that its use of the Services complies with all applicable federal, state or local laws, rules or regulations, including but not limited to FCRA and FACTA.
   B. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (1) VERIFIED VOLUNTEERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) VERIFIED VOLUNTEERS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

6. **Limitation of Liability**
   A. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
   B. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.
   c. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 6a and Section 6b above shall not apply with respect to breach of Section 3 or 4.

7. **Termination**
   a. Verified Volunteers may immediately suspend Services, in whole or in part, under this Agreement without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if Verified Volunteers reasonably believes that its provision, or Client's use, of the Services shall violate the FCRA or other applicable law. In the event of material breach of this Agreement by Client or Verified Volunteers, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.
   b. The provisions set forth in Sections 4, 5, 6, 7.b, 8 and 9 will survive the termination of this Agreement.

8. **Choice of Law; Disputes**
   a. This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York.

9. **Miscellaneous**
   a. This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application) constitute the entire agreement between Verified Volunteers and Client regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Verified Volunteers and Client hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.
   b. This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, Verified Volunteers may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving Verified Volunteers (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of Verified Volunteers' assets (so long as the assignment is to the acquirer of such assets).
   c. Verified Volunteers may reach out directly to volunteers to assist them in the ordering process, and may, on occasion, communicate with volunteers to promote those elements of our platform that build out the Verified Volunteers community, including, but not limited to, our Fast-Pass sharing and recruiting elements.

Service Agreement

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Attachment A: Verified Volunteers Product & Service Pricing

For Volunteers

Expected Annual Spend (in $) per Contract Year :

Expected Annual Volume (in number of volunteers screened) per Contract Year :

CLIENT INITIAL :

NEW ORDER SERVICES	BASE PRICE
Complete Package	$33
Social Security Trace	
Nationwide Criminal Database Search with primary source validation	
Department of Justice National Sex Offender Registry (DRU Sjodin/NSOPW)	
Government Sanctions/Watch List (OFAC)	
County/state searches from last seven year's address history (based on SSN Trace)	
Arrest Direct Database Search with primary source validation	
Alias/maiden name searches across the above (based on SSN Trace)	
Monthly Updates using the Nationwide Database Search (for the first year)	
Advanced Package	
Social Security Trace	
Nationwide Criminal Database Search with primary source validation	
Department of Justice National Sex Offender Registry (Dru Sjodin/NSOPW)	
Government Sanctions/Watch List (OFAC)	
Current County/state of residence	
Monthly Updates using the Nationwide Database Search (for the first year)	
A la Carte Items	
Managed Adverse Action - Optional	$4
One Time Activation/Implementation/Training Fee	$500

NOTE: Pricing excludes fees charged by state, county and motor vehicle repositories.

Attachment: Verified Volunteers (1741 : Contract with Verified Volunteers)

Attachment A: Our Products & Services

For Volunteers

FAST-PASS / SHARED SERVICES	BASE PRICE
Fast-Pass Shared Criminal Packages	FREE

REBATES	REBATE
Rebates from Fast-Pass Sharing by Volunteers with Other Organizations*	up to $4.00

*Received when your organization has paid for a portion of the original background check and the volunteer has purchased the Fast-Pass (unlimited sharing subscription). Rebates of $2.00 are given for the first two shares marked "Eligible" by other organizations.

Attachment A: Our Products & Services

For Employee Applicants

Expected Annual Spend (in $) per Contract Year :

Expected Annual Volume (in number of employees screened) per Contract Year :

CLIENT INITIAL :

NEW ORDER SERVICES	BASE PRICE

NOTE: Pricing excludes any fees charged by state, county, and motor vehicle repositories, and employment and education vendor providers.

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Signatures

VERIFIED VOLUNTEERS			
		Organization Name:	
Date:		Date:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Printed Title:		Printed Title:	

*Please note that all facsimile signatures are acceptable as binding.