



City Council
Monday March 27, 2017

Regular Meeting: Following Committee Meetings

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

President: DOUG JOSEPH

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

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

COMMITTEES:

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

* * * * *

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

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

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

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 27, 2017

1. Call to Order
2. Roll Call
3. Invocation - Councilman Stephen Cicak
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Public Hearing – March 13, 2017
 - b. City Council – Regular Meeting – March 13, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
 - a. Clerk of Court Report
9. Reports
 - a. Reynoldsburg Division of Police 2016 Annual Awards
10. LEGISLATION FOR EMERGENCY ADOPTION
 - a. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. (First Reading 3/13/2017).
--- Clemens. Service Committee.
11. LEGISLATION FOR FIRST READING
 - a. ORDINANCE TO AMEND THE "CITY OF REYNOLDSBURG, OHIO PERSONNEL POLICY AND PROCEDURE MANUAL" ADOPTED BY ORDINANCE NO. 14-03 PASSED MARCH 10, 2003 AND AS SUBSEQUENTLY AMENDED (Various Sections) --- Cotner. Finance Committee.
 - b. ORDINANCE AUTHORIZING MAYOR TO PURCHASE ONE POLICE CRUISER FOR REYNOLDSBURG POLICE DEPARTMENT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY
--- Cotner. Finance Committee.

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 27, 2017

- c. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO a CONTRACT WITH LEVEL (3) COMMUNICATIONS LLC, 250 W. OLD WILSON BRIDGE ROAD, WORTHINGTON, OHIO, 43085, FOR CITY'S PRI (PRIMARY RATE INTERFACE) PHONE AND INTERNET SERVICE; AND DECLARING IT AN EMERGENCY.S --- Cotner. Finance Committee.
- d. ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS & RECREATION DEPARTMENT TO ACCEPT THE FRANKLIN SOIL AND WATER MINI GRANT FOR \$1500.00 AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

12. LEGISLATION FOR SECOND READING

- a. RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2017 TOMATO FESTIVAL. (First Reading 3/13/2017). --- Skinner. Community Development Committee.
- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Chapter 1131 Definitions. (First Reading 2/13/2017, Planning Commission 3/2/2017). --- Clemens. Service Committee.
- c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 1161.02 Special Purpose Districts of Chapter 1161 Zoning Districts; Section 1183.04 Use Regulations and Development Standards of Chapter 1183 Planned Neighborhood Development District; and Amending the titles of Chapter 1184 Planned Commercial Development; Chapter 1192 F-1 Flood Plain Overlay District; Chapter 1193 "HD" Historic Overlay District; and Chapter 1196 Community Commercial Overlay. (First Reading 2/13/2017, Planning Commission 3/2/2017). --- Clemens. Service Committee.
- d. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 1181.06 General Sign Regulations of Chapter 1181 Signs and Graphics. (First Reading 2/13/2017, Planning Commission 3/2/2017). --- Clemens. Service Committee.

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 27, 2017

- e. ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE A 2017 JEEP CHEROKEE 4X4 FOR THE BUILDING DEPARTMENT. (First Reading 3/13/2017). --- Cotner. Finance Committee.

13. LEGISLATION FOR THIRD READING

- a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2017 FIREWORKS DISPLAY. (Second Reading 3/13/2017). --- Long. Safety Committee.
- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 905.03 Duty to Maintain Sidewalk And Tree Lawn Of Chapter 905 Streets Generally; and Section 917.02 Plans and Specifications to Be Attached to Permit of Chapter 917 Driveways. (Second Reading 3/13/2017). --- Clemens. Service Committee.
- c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 913.04 Specifications, Permit Fee of Chapter 913 Private Roadways and Section 1127.09 Underground Electric and Telephone Lines of Chapter 1127 Standards. (Second Reading 3/13/2017). --- Clemens. Service Committee.
- d. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 E Main St, Reynoldsburg, Ohio, from CC Community Commerce District to PND Planned Neighborhood Development District, Applicant, Nicole Boyer. (Second Reading 3/13/2017 Planning Commission 3/2/2017). --- Clemens. Service Committee.
- e. ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH DOCUMENT SOLUTIONS FOR REPLACEMENT COPIER FOR POLICE DEPARTMENT. (Second Reading 3/13/2017). --- Cotner. Finance Committee.

ADJOURNMENT

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

At Large Chris Long called the meeting to order at 7:30 PM

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

ABSENT: Luzader

*Note: Dr. McKenzie was present however the Clerk inadvertently neglected to call his name at time of Roll Call.

Public Hearing

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1171.06 ACCESSORY USE; ACCESSORY STRUCTURES OF CHAPTER 1171 GENERAL REQUIREMENTS. --- Clemens. Service Committee.

Mr. Snowden: Thank you Mr. Long, President Joseph and other members of Council. You should have received a combined staff report and proposed text amendment from the section where I outlined the rationale for this chapter and the proposed revisions. This is a section that was originally enacted in 2006, I understand some of our members of Council were around at that time and what it deals with in the code is temporary portable storage units. In common terms, these are known as dumpsters, PODs anything that can be placed on a lot that is temporary in nature and not intended to be a permanent structure. The problem that was arising for the city back then is that many of these types of items, these units have been placed on lots for an extended period of time 18 months to 2 years is what I've heard from some of my predecessors and so the city had to step in in order to start regulating these and make sure that although they are sometimes necessary in all of our zoning districts, that they are not left for an extended amount of time. So the Council at that time enacted section 1171.06 (d) that were to outline the regulations. In consultation with my colleague John Paszke, our Chief Building Official who also runs our Code Compliance Division here at the City, he and I worked to revise this subsection and kind of flush out these regulations a little bit more as well as add one minor tweak. So what we did here, is we clarified the location, duration and the exception. So how this works is that, as of now and in the proposed revision, there are permits required in some cases to have these units on the site and then there are exceptions to that. The exception section I flushed out and the reason for that increase in the language and clarification deals with when you have commercial building permits. These units are often large and we didn't have the specific exception that we needed. In the existing regulations, the board of building and zoning appeals was empowered to grant extensions to the time period and certain portions of this subsection. I have clarified that the Board of Zoning and Building appeals will review any variance from the regulations, in this case it's going to be a Special Exception. Lastly, based on feedback and research into our permits and violations that were written, we have proposed to allow these units to be on site for a period of 7 days without a permit. The reason for this rationale is, as I've stated in the previous hearing, we want to add flexibility to the majority of a good percentage of our folks that we are writing violations for not having a permit are removing the item within 7

Minutes Acceptance: Minutes of Mar 13, 2017 7:30 PM (Approval of Minutes)

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

days and therefore we feel that it is an appropriate period in which to allow them and with that I'll be happy to answer any questions about this particular proposal.

Mr. Long: Eric, you understand my concern on that is that if a code enforcement officer hasn't been in that area of the city, comes upon a POD or storage unit, that could have already been there for a week and could say oh I just picked it up it's been here day 1, it is my understanding then the clock would start.

Mr. Snowden: Correct. Yeah. And that happens now Mr. Long, I think that the thing to take away from this is that the net result is going to be the same. Which is we would write a violation and say we have to allow people a reasonable amount of time to secure the permit if they want it. So we would write the violation and typically give them 7 days to secure the permit in which case they could either remove it or secure the permit. Now if its been there for a previous amount of time, that would be the same as now.

Mr. Long: So your Code Enforcement officer would circle back 7 days later and make sure its gone.

Mr. Snowden: Just as they're doing now absolutely.

Mr. Long: Any questions or comments from Council. Comments from members of the public?

Mr. Heffken: Mark Heffken, 955 Hilton Drive: I've had experience with this, I had one and didn't know it was against the Code and apparently nobody came by my drive in a 6 month period and bothered to tell these people about it. So I think you have to start the clock.

Mr. Long: Thank you sir.

Mr. Snowden: If I can respond sir, Mr. Heffken, if the unit is still there, it is a complaint based system as well, so if we didn't receive a complaint, our officer might not notice it either. Again, it's the same under the current regulation.

Mr. Long: The only thing we're losing is the permit fee correct?

Mr. Snowden: Correct and the permit fee is the lowest of all our permit fees, it's \$20. The permit fee is probably, based on our calculations, for the hours provided by the Code Compliance Officer writing the violation and following up on it and my time processing it, the permit fee probably doesn't cover that time. So we're losing a small amount of permitting fees, but we're increasing compliance and flexibility. So, I guess we're giving you the same results.

Mr. Long: Thank you.

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

RESULT:	REFERRED TO COMMITTEE	Next: 4/6/2017 6:00 PM
----------------	------------------------------	-------------------------------

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1127.12 OF THE SUBDIVISION REGULATIONS.

Mr. Snowden: Mr. Long and other members of Council. There is just simply a word in here where one of my previous editions used the word Section and the more appropriate word is Chapter. It's simply an oversight I would like to correct.

Mr. Long: I'm assuming no comments from Council or the Public on this?

RESULT:	REFERRED TO COMMITTEE	Next: 4/6/2017 6:00 PM
----------------	------------------------------	-------------------------------

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Mar 13, 2017 7:30 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

President Pro Tempore Chris Long called the meeting to order at 8:02 PM

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

ABSENT: Luzader

Invocation - Councilman Dan Skinner

Approval of Minutes

a. City Council – Regular Meeting – February 27, 2017

Minutes stand approved

Approval of Agenda

Amend agenda to remove item 10 a. and 12 d.

Community Comments and Requests

None

Communications

JANUARY, 2017 AUDITOR'S REPORTS

Clerk read the Budget by Classification and Departmental Budgets for January, 2017 into the minutes.

Reports

Mr. Spalding: We are honored to have the leadership of the Southwest Licking Fire Department here, and to have them take care of our Reynoldsburg residents that live in Licking County. They do a fantastic job. From the reports we have seen in the past, by putting the EMT station at Taylor Rd., it is amazing the number of lives they have saved and how fast they get to the scene. I will turn it over to the Chief.

Chief Majors: Thanks for letting us come down. We have had a lot of changes in our administrative staff, so we wanted to come in so that you could put a face with the name and talk about what we have done for the citizens of the citizens of Licking County that are in the Reynoldsburg area. First, I will introduce everyone. I am Todd Magers, I am the Fire Chief. I have Assistant Chief Jack Treinish, and our District Administrator, Steve Little with us tonight. We also have some handouts that we what to give you to go over some of the stuff that we have done recently here in the Reynoldsburg area. Assistant Chief Treinish will had these out and then we will go over these. As Mr. Spalding mentioned, we did put a station on Taylor Rd. We recognized the call volume in that area. That Taylor Road corridor between Board and Palmer Road, with the housing additions through there, there is about a thousand calls a year. We were not getting that response time into that call volume like we wanted. So, we rented some office space and a garage in that area so that we could put a medic unit in there and work on response times. The first thing you want to take a

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

look at is the map. That is the Reynoldsburg City area in Licking County. That shows you that there 1115 runs in that area. The average response time on those 1115 runs for fire response is over 8 minutes and our EMS response in there is over 7. That is why we put a medic unit in there. We cut those response times in half and we are getting a medic in there under five minutes. We have had that station in there about 6 months now, and in that six months period, we have already have 5 saves on cardiac arrest by getting that medic there that much quicker. *(Applause.)* The other map that we have shows you Station 404 that we are discussing. The heavy blue areas is that call volume that we are discussing along Taylor Rd. This gives you an idea of the concentration of runs in there. In that area, probably 90% are EMS calls. We wanted to share that information with you to let you know what we have going on in West Licking, and put a face with all the names.

Mr. Spalding: You guys are doing a great job. I have actually been able to visit every one of your stations and have met the many young men and young women that are under your command. I will tell you, great dedication and they really care about saving lives. That is what is all about with them and you cant be more sincere.

Mr. Long: Thank you very much, Gentlemen.

Mr. Skinner: For the couple of years that I was on, I loved working with these guys. They have great hearts and great servant attitudes. They were always on top of the cutting egde things. I can not say enough good things about these guys and I really commend you for everything that you are doing. On behalf of the City, thank you.

Mr. Long: Any other comments from Council? Thank you very much, Gentlemen.

Mr. Joseph: In two weeks is the deadline for anyone who wants to serve on the Charter Commission. Again, we are looking for five people who would be interested in serving on the Commission. Republicans, Democrats, Independents are welcome to apply. Two weeks will be when the recommended Charter Review Commission will be submitted to Council. Thank You.

Mr. Long: Thank you.

Motions

MOTION THAT REYNOLDSBURG CITY COUNCIL DOES HEREBY APPOINT KRISTIN BRYANT, TO THE BOARD OF TAX REVIEW FOR A 2 (TWO) YEAR TERM BEGINNING MARCH 13, 2017. --- Cotner. Finance Committee.

RESULT:	WITHDRAWN
----------------	------------------

LEGISLATION FOR EMERGENCY ADOPTION

15-17

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,100,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL STORM WATER SYSTEM BY REPLACING STORM WATER FACILITIES ALONG GRAHAM ROAD AND RODEBAUGH ROAD AND INSTALLING CULVERTS ON COBBLESTONE ROAD, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (FIRST READING 2/27/2017). --- Cotner. Finance Committee.

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

16-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL WATERWORKS SYSTEM BY REPLACING WATER LINES ALONG MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (FIRST READING 2/27/2017). --- Cotner. Finance Committee.

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

17-17

ORDINANCE AUTHORIZING MAYOR TO PURCHASE ONE 2007 CHEVROLET EXPRESS VAN FOR THE POLICE DEPARTMENT AND DECLARE AN EMERGENCY. (FIRST READING 2/27/2017). --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

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

LEGISLATION FOR FIRST READING

RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2017 TOMATO FESTIVAL. --- Skinner. Community Development Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 3/27/2017 7:31 PM
----------------	------------------------------	--------------------------------

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. (FIRST READING 3/13/2017). --- Clemens. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 3/27/2017 7:33 PM
----------------	------------------------------	--------------------------------

ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE A 2017 JEEP CHEROKEE 4X4 FOR THE BUILDING DEPARTMENT. --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 3/27/2017 7:45 PM
----------------	------------------------------	--------------------------------

ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS & RECREATION DEPARTMENT TO ACCEPT THE FRANKLIN SOIL AND WATER MINI GRANT FOR \$1500.00 AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	WITHDRAWN
----------------	------------------

LEGISLATION FOR SECOND READING

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2017 FIREWORKS DISPLAY. (FIRST READING 2/27/2017). --- Long. Safety Committee.

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

RESULT: **REFERRED TO COMMITTEE** **Next: 3/27/2017 7:32 PM**

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 E MAIN ST, REYNOLDSBURG, OHIO, FROM CC COMMUNITY COMMERCE DISTRICT TO PND PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT, APPLICANT, NICOLE BOYER. (FIRST READING 1/23/2017 PLANNING COMMISSION 3/2/2017). --- Clemens. Service Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 3/27/2017 7:33 PM**

ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH DOCUMENT SOLUTIONS FOR REPLACEMENT COPIER FOR POLICE DEPARTMENT. (FIRST READING 2/27/2017). --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 3/27/2017 7:45 PM**

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN OF CHAPTER 905 STREETS GENERALLY; AND SECTION 917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT OF CHAPTER 917 DRIVEWAYS. (FIRST READING 2/27/2017). --- Clemens. Service Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 3/27/2017 7:33 PM**

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.04 SPECIFICATIONS, PERMIT FEE OF CHAPTER 913 PRIVATE ROADWAYS AND SECTION 1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES OF CHAPTER 1127 STANDARDS. (FIRST READING 2/27/2017). --- Clemens. .

RESULT: **REFERRED TO COMMITTEE** **Next: 3/27/2017 7:33 PM**

LEGISLATION FOR THIRD READING

18-17

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 741.01 SALES AND 741.05 WAIVER OF CHAPTER 741 SOLICITORS. (SECOND READING 2/27/2017). --- Long. Safety Committee.

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

19-17

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTION 160.02 "AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE" SUBSECTION (F) "POLICE DEPARTMENT"; OF CHAPTER 160 EMPLOYEE COMPENSATION. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

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

20-17

ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR COPIER FOR POLICE DEPARTMENT. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

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

21-17

ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO POLICE CRUISERS AND RELATED EQUIPMENT FOR REYNOLDSBURG POLICE DEPARTMENT. (SECOND READING 2/27/2017).. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 13, 2017

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

22-17

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. -POLICE DEPARTMENT. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

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

23-17

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - COMPUTER SERVICES. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

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

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Mar 13, 2017 8:00 PM (Approval of Minutes)

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

DATE: March 27, 2017**TO: City Council****CC:****RE: CLERK OF COURT REPORT ENDING FEBRUARY 2017**

I am submitting monies collected from the courts held on 2/2, 2/9, 2/16, and 2/23. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 14,606.00
---	-------------	--------------

Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 22,083.00
------------------------------------	-------------	--------------

Sub-Total (To General Revenue Fund)		\$ 36,689.00
-------------------------------------	--	--------------

Computerization Needs Fund	(#211.4510)	\$ 2,829.00
----------------------------	-------------	-------------

Enforcement & Education Fund	(#293.4616)	\$ 80.00
------------------------------	-------------	----------

Sub-Total		\$ 2,909.00
-----------	--	-------------

Total Amount Submitted		\$ 39,598.00
-------------------------------	--	---------------------

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 phone****Memo**

DATE: March 27, 2017**TO:****CC:****RE: 2016 Annual Awards**

Reynoldsburg Division of Police would like to honor the following individuals for there hard work and dedication in 2016.

Supervisor of the Year: SGT Mike Binder

Officer of the Year: OFC Kyle Williams

Civilian Employee of the Year: Elizabeth Turner

Unit Commendation to the Detective Bureau: DET McDonnell, DET Doersam, DET(R) Marvin, and DET Kiser.

Unit Commendation to C CO: SGT Binder, OFC Campbell, OFC Williams, OFC Scalmato, OFC Sunday, OFC Daron, DISP Briele

Life Saving Award: Officer Joseph Danzey and Reserve Officer Jesse Bourgeois

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **March 27, 2017****TO:** **Service Committee****RE:** ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
"GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT"
WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL
REQUIREMENTS RETAIL NATURAL GAS AND RELATED
ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND
DECLARING AN EMERGENCY. (First Reading 3/13/2017).

Emergency/Suspension: Emergency

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

Statement of necessity: Passing this as an emergency will allow us to begin the program and realize financial savings as soon as possible in 2017.

This is a 24-month agreement. The Alternative Product is the recommended option for the City of Reynoldsburg. This includes proposed pricing for a guaranteed savings of 8% off current Standard Choice Offer (SCO) Adder rate, a rate of NYMEX plus 8% off the current SCO Adder of \$1.45 through March 31, 2018. After which Volunteer Energy will use commercially reasonable efforts to maintain a similar discount for the balance of the term but in no event shall the discount be less than \$0.03 below the then-current SCO Adder thereafter for Aggregation Members serviced by Columbia Gas of Ohio.

Per ORC 4929.27 this is required to have 2 readings.

Volunteer Energy Services, Inc.
 Bid for
City of Reynoldsburg – Natural Gas Aggregation Program

Exhibit Title

1. Certification
2. Plan of Operations and Governance / Master Service Agreement (MSA)
3. Opt-Out List Preparation
4. Sample Opt-Out Letter
5. Description of Alternative Product Pricing

Company Information

Organization:

Company Name

Volunteer Energy Services, Inc.

CEO / President

Richard A. Curnutte Sr.

President

614-328-2934

rcurnutte@volunteerenergy.com

List Parent, Affiliate, Subsidiary companies

Privately Held

Number of Employees

57

Number of Ohio Employees (Based on office location)

50

Principal Address

790 Windmill Dr. Pickerington, Ohio 43147

Phone#: 800-977-8374

Fax#: 614-729-2366

Office Conducting Proposed Program Management

790 Windmill Dr. Pickerington, Ohio 43147

Phone#: 614-729-2365

Fax#: 614-729-2366

Larry Taylor

Ohio Office Address

790 Windmill Dr Pickerington, Ohio 43147

Primary Contact Information – RFQ & P / Proposal Coordination

Larry Taylor

Energy Specialist

Phone#: 614-729-2365

ltaylor@volunteerenergy.com

Primary Contact Information – Proposed Program Administration

Larry Taylor
 Energy Specialist
 Phone#: 614-729-2365
ltaylor@volunteerenergy.com

Subcontractors or Vendors that would support this engagement (i.e., in support of solicitation, promotion, advertising, etc.), if any.

N/A

Describe any company's criminal, civil or administrative investigations within the past 10 years. Include description of circumstances, parties involved, resolution and outcome.

None

Describe any contractual default or demand noncompliance by company. Include description of circumstances, parties involved, resolution and outcome.

None

Please provide three (3) Company references

City of Pickerington
 Natural Gas Aggregation Program
 Bill Vance – City Manager
 (614) 837-3974

City of Marion
 Natural Gas Aggregation Program
 Mark Russell – City Manager
 (740) 387-3777

City of Belpre
 Natural Gas Aggregation Program
 Mike Lorentz – Mayor
belpremayor@wirefire.com
 (740) 423-7592

Additional information to differentiate Supplier

Volunteer Energy Services, Inc. (VESI) sells gas volume in excess of 60 BCF of gas annually. The City of Reynoldsburg projected usage is approximately 863,200 Mcf of gas. VESI has solicited Government aggregation programs for the past 12 years. Currently, VESI has 3 full time employees dedicated to the government aggregation programs as well as additional support staff within the corporation.

Required General Qualifications

Company assumes all risk and responsibility for providing an unlimited supply of natural gas to the City of Reynoldsburg residents and qualifying companies in the Columbia Gas of Ohio regions?

Yes

Federal ID Number
 31-1772693

Ohio Public Utilities Certification number
 # 02-022G(8)

Original and Current Certification Dates

2002 – September 1, 2016

Ohio Public Utilities Certification Expiration Date

September 1, 2018

Please attach copy of PUCO Certificate

Exhibit 1, Certification

Do you currently serve government aggregation programs in the applicable LDC? If so, how many?

52

List 3 natural gas government aggregation programs that you currently serve in this LDC.

Last awarded

City of Shelby

January 2017

Opt-Out Program offered? Yes

1,980 Residential and commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in Public Hearing

Managed through a 3rd party and asked to keep information confidential

First Previous

Shawnee Hills TownshipJanuary 17th, 2017

Opt-Out program offered? Yes

191 Residential and Commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in the Public Hearing

Managed through a 3rd party and asked to keep information confidential

Next Previous

Harrison TownshipJanuary 9th, 2017

Opt-Out program offered? Yes

755 Residential and Commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in the Public Hearing

Managed through a 3rd party and asked to keep information confidential

List the natural gas government aggregation programs that were terminated, canceled or suspended prior to expiration of the full term.

None

List any adverse findings, penalties or probations issued by regulatory entity against company.

None

Scope of Services

Company agrees to assist the City in meeting all regulatory requirements to be a government aggregator for natural gas, including but not limited to the items indicated herein?

Yes

Company agrees to complete plan of Operation & Governance / MSA by February 24th, 2017.
Yes

Attach a draft Plan of Operation and Governance / MSA. Tailor to proposed program based on information provided in this RFQ & P.

Exhibit 2, Plan of Operation/Master Service Agreement

Company agrees to conduct all aspects of the Opt-Out process including initial and refresher opt-out notices, providing all opt-out materials to the PUCO, mailing notices, receiving and acting on return notices and finalizing the aggregation customer pool list from utility.

Yes

Attach description of Company's procedures for finalizing and scrubbing list received from utility.

Exhibit 3, Opt-out list preparation

Customer Service Program and Call Center Description.

We maintain a full "In House" Customer Service Department

Location of office Conducting Customer Service

Volunteer Energy Services, Inc.

790 Windmill Dr. Pickerington, Ohio 43147

Kevin Smith (800) 977-8374

Plan to handle questions and concerns (including those associated with the opt-out notices) about the aggregation program.

VESI maintains a fully staffed call center which serves to answer customers concerns and questions.

Process to handle formal complaints

Pursuant to PUCO regulations and LDC tariffs

Process to handle informal complaints

We work with customers to try to solve their issues, but if that is unsuccessful, the customer is free to cancel without penalty upon 30 day notice.

Has the company ever been involved in a slamming complaint?

No formal complaints

Location of call center

790 Windmill Dr. Pickerington, Ohio 43147

Monday – Friday 9am to 5pm

After hours, we employ an off-site call center that customers may call to opt-out.

Metrics of Call Center Effectiveness

Average Hold time

Less than 1 minute

Average time to complete calls (after answer,)

Less than 5 minutes

Average number of calls per enrollee per year

Less than 1 per customer

Percentage calls with resolution on first call

95% and higher

Agree to facilitate City or its representatives to listen to customer calls throughout the program

Yes

Any additional information to provide about Company's U.S. call center and customer service effectiveness.
 The call center is located in our main office in Pickerington. It has a data base that tracks the call log with the number of calls per month. 95% of total calls incoming are handled on a daily basis. The other 5% would include after hours and week-ends.

Products and Rates

Fixed

Proposed pricing for fixed, full requirements, burner-tip product
 Both Residential and Commercial, Columbia Gas of Ohio
 12 Month - \$4.79 per MCF
 24 Month - \$4.49 per MCF

Variable

Proposed pricing for NYMEX +, full requirements, burner tip product
 Both Residential and Commercial, Columbia Gas of Ohio
 12 Month – NYMEX + \$1.30 per MCF
 24 Month – NYMEX + \$1.26 per MCF

Alternative Product

24 Month agreement
 Proposed pricing for Guaranteed Savings of 8% off current Standard Choice Offer (SCO) Adder rate, a rate of NYMEX plus 8% off the current SCO Adder of \$1.45 through March 31, 2018. After which Volunteer Energy will use commercially reasonable efforts to maintain a similar discount for the balance of the term but in no event shall the discount be less than \$0.03 below the then-current SCO Adder thereafter for Aggregation Members serviced by Columbia Gas of Ohio.

Indicative date for proposed pricing
 February 9th, 2017.

Proposed start month
 June 2017.

Pass through fees.
 None

Switching fees.
 VESI will pay switching fees

Early termination fees.
 There will be no early termination fees as part of this program

Signature and Attestation

The undersigned hereby attests that the information provided herein is true and accurate to the best of the undersigned's knowledge and that the undersigned has read and understands the requirements of the request for proposal. The undersigned further states that he / she is duly authorized and has legal capacity to submit this response on behalf of the company and bind said company hereto.

By: Richard A. Curnutte Sr.
Name: Richard A. Curnutte Sr.
Its: President
Date: 2/24/2017

Exhibit 1-5

FILE

**The Public Utilities Commission of Ohio
Ohio Competitive Retail Natural Gas Marketer Certificate
Renewal**

Issued pursuant to Case Number(s):
02-1786-GA-CRS

is
Ohio Competitive Retail Natural Gas Aggregator/Broker Certificate Number:
02-022G(8)

Granted to:
Volunteer Energy Services, Inc.

Whose office or principal place of business is located at:
790 Windmill Drive, Pickerington, OH 43147

And is hereby certified to provide:
**Retail Natural Gas Marketer Services, Retail Natural Gas Brokerage Services
and Aggregation**

within the state of Ohio, for a two-year period.

Certification Effective:
September 1, 2016 through September 1, 2018

The certification of Ohio competitive retail natural gas marketers is governed by Chapter 4901:1-27 of the Ohio Administrative Code and section 4929.20 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) as well as those under law, are not met.

Certified entity is subject to all rules and regulations of the commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio
Dated: **September 2, 2016**

By Order of
The Public Utilities Commission of Ohio

Barcy F. McNeal
Barcy F. McNeal, Secretary
Tanowa M. Troupe, Acting Secretary
Felecia D. Burdett, Acting Secretary

Form No. CRNGS/CRS/R-06

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician AN Date Processed 9/2/16

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

**Governmental Aggregation Program Agreement
Between the
City of Reynoldsburg
And
Volunteer Energy Services, Inc.**

This Governmental Aggregation Program Agreement with its exhibits and attachments hereto (collectively, the "Agreement") is entered into as of the last date written below ("Effective Date") between **Volunteer Energy Services, Inc.** an Ohio corporation ("VESI") and the City of Reynoldsburg an Ohio municipal corporation ("Municipality"), who may individually be referred to as "Party" or collectively as "Parties". Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in Article Fourteen hereof "Definitions."

WHEREAS, VESI is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Natural Gas Service ("CRNGS") Provider to sell competitive retail natural gas and related services to customers and Governmental Aggregation programs in the State of Ohio.

WHEREAS, the Parties desire to enter into certain transactions associated with VESI's provision of CRNGS and related services (collectively, "Retail Natural Gas Services") necessary to serve the natural gas accounts of Aggregation Members within the service territory of Columbia Gas of Ohio enrolled in the Municipality's Governmental Aggregation program.

WHEREAS, VESI desires to provide Retail Natural Gas Services to inhabitants of municipal corporations, inhabitants of boards of township trustees, and inhabitants of boards of county commissioners acting as

Governmental Aggregators for the provision of CRNGS-under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

WHEREAS, The Municipality has been certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-27-01, *et. seq.* OAC .

WHEREAS, the Municipality has established a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of CRNGS to certain eligible inhabitants that do not opt-out of or that otherwise elect to participate in the Governmental Aggregation program.

WHEREAS, by this Agreement, VESI desires to enter into a relationship with Municipality whereby VESI shall provide the Retail Natural Gas Services necessary to serve the Aggregation Members of the Municipality's Governmental Aggregation.

WHEREAS, Municipality is duly authorized to act for the Aggregation Group to purchase the Retail Natural Gas Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing VESI's provision of the Retail Natural Gas Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

- (a) **Authority to Purchase:** The Municipality, as Governmental Aggregator, is authorized to arrange from VESI the Retail Natural Gas Services for and on behalf of the Aggregation Members of the Aggregation Group. VESI shall be the sole and exclusive provider of Retail Natural Gas Services for those Aggregation Members of the Aggregation Group.
- (b) **Governmental Aggregator.** Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. VESI will provide the Municipality with all necessary data that is available to VESI to assist the Municipality with filings or any other information required by the Commission.
- (c) **VESI.** VESI shall have obtained and shall maintain all necessary certifications to provide the Retail Natural Gas Services.
- (d) **Opt-Out Administration.** VESI, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing "opt-out" and "opt-in" procedures, as applicable, to eligible customers.

VESI shall pay the costs associated with securing the pertinent customer list from the local utility.

Additionally, VESI shall pay the costs associated with printing and mailing the "opt-out" notices as required pursuant to this Agreement. The Municipality and VESI shall cooperate in the development, review, approval, printing, posting, and issuance of all opt-out correspondence to assure that the opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by VESI to the eligible customers as set forth in (e) below. The Parties shall cooperate in the development and implementation of efforts, as mutually agreed upon, to promote the Aggregation Program to encourage customers to participate in the same.

- (e) **Opt-Out Activities.** Over the initial term of this Agreement, VESI shall send to eligible customers a notice by regular mail. The notice shall be an "opt-out" mailer to afford such customers the opportunity to not participate in the Aggregation Program. This mailer will be in a form substantially similar to Exhibit B attached hereto and may include a one-page summary of the Municipality's Governmental Aggregation program signed by a duly authorized representative of the Municipality. VESI shall have the right to review and approve such summary information prior to mailing. VESI approval shall not be unreasonably withheld. In the event that a fixed price is established, an additional notice will be mailed to all the customers. All communications

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

with customers shall comply with applicable rules and regulations.

- (f) Review and Approval of Promotional Communications and Press Releases. The Parties share a common desire to generate favorable publicity regarding the Aggregation Program and the arrangements contemplated by this Agreement. The Parties will have the right to review and approve in advance (i) any press releases issued by either Party regarding arrangements contemplated by this Agreement and (ii) any promotional information intended for general distribution or communication issued by either Party, including bill inserts and mailers intended to be sent or delivered to potential and/or current customers. Each Party will timely review such promotional information and press releases submitted for approval, and will not unreasonably withhold or delay its approval. If there is no objection by either Party, as applicable, by the end of five (5) business days after submittal to such Party, then approval by such Party shall be deemed granted. If there is an objection, the Parties shall reasonably cooperate with each other to resolve the problem with the information as expeditiously as possible. Notwithstanding the foregoing, each Party, without any other Party's prior approval, shall have the right (i) to issue press releases regarding its business affairs and otherwise, including a general description of this Agreement and contemplated arrangement, and (ii) to describe in any of its promotional, sales or other public messages, the

number of, but not any other information relating to, customers participating in the Aggregation Program and this Agreement generally.

- (g) Administration and Assignment. VESI shall be responsible for the administration of the accounts of the Aggregation Members, Except for billing under Article 5 below. VESI will build and maintain a database of all Aggregation Members. The database will include the name, address and Local Utility account number (unless prohibited by pertinent Commission rules or regulations and other applicable laws) and may include other pertinent information as mutually agreed upon by the Municipality and VESI. Data will be shared on an as-needed basis as agreed upon by the Parties. Consent to disclose such data will not be unreasonably withheld, but shall be in compliance with pertinent Commission rules or regulations and other applicable laws. This data will be provided to the Municipality on a quarterly basis, or upon Municipality's reasonable request. The Municipality will have the right to access the information in the database in a manner acceptable to VESI, in its commercially reasonable judgment, for the limited purpose of auditing.

- 1.2 Firm Natural Gas Supply. VESI will provide sufficient firm natural gas supply to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If VESI has arranged for firm transportation service for the delivery to the Delivery Point of the Local Utility, the Parties

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

acknowledge that any failure or interruption after the Local Utility's Delivery Point, not caused by VESI, including any failure or interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and VESI shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality or the Aggregation Group as the result of such interruption by the Local Utility.

1.3 Delivery Point. The "Delivery Point" for applicable Retail Natural Gas Services supplied by VESI to the Aggregation Group shall be the Local Utility's city gate(s) or any interface with the Local Utility in the local market area of the Aggregation Group for direct redelivery to the Aggregation Group by the Local Utility.

1.4 Responsibility for Delivery Costs. VESI will be responsible for obtaining or providing firm interstate pipeline transportation service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the natural gas distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility's distribution tariff. In this instance, Governmental Aggregation fall under Columbia Gas of Ohio Customer Choice programs rules and regulations.

1.5 Municipality as a Governmental Aggregator. The Municipality as a

Governmental Aggregator shall have no financial responsibility whatsoever with respect to its obligations under this Agreement, except with respect to its actions associated with obtaining and maintaining its status as a Governmental Aggregator. Customers are under the Sub Set of Columbia Gas of Ohio Customer Choice Program.

1.6 Other Assistance. VESI will endeavor to assist Municipality with respect to its actions as Governmental Aggregator hereunder, and with such other matters as parties may mutually agree.

Article Two. Customer & Usage Information

2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes VESI to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the consumption characteristics of the Aggregation Group (collectively, the "Load Forecast Information") when available and necessary. Municipality where reasonable will assist VESI in obtaining any Load Forecast Information including, but not limited to, all known planned or unplanned reductions or increases in the natural gas consumption of the Aggregation Group. Upon request by VESI, Municipality shall provide to the Local Utility the authorizations and/or approvals necessary for VESI to obtain the Load Forecast Information.

2.2 Release of Customer Information. The Municipality will cooperate with VESI and provide appropriate authorization

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

and documentation to enable the Local Utility to release to VESI the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality's corporate limits as they are as of the date of this agreement or as they may change from time to time during the term hereof. VESI shall use all such information solely in connection with its service to the Governmental Aggregation

2.3 Addition of "Opt-in" customers.

Within the Municipal geographic boundaries, customers served by CRNGS suppliers and other customers not receiving an "Opt-out Notice" may join or "opt-in" to the Aggregation Group only in accordance with the provisions of paragraph 2.4 below.

2.4 Addition of Aggregation Members.

Customers that become part of the Aggregation Group after completion of the "Opt-out Period" will be accepted by VESI at the Aggregation Contract Price at the sole and absolute discretion of VESI. Customers that leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by VESI and served at the aggregation price at VESI sole and absolute discretion. VESI may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group. Excluding any and all existing VESI customers and any and all General Transportation customer within the Municipality.

Except as otherwise provided in this Agreement, prior to the termination of this agreement VESI shall not intentionally target by direct mail or direct telemarketing any eligible customer within the Municipality's geographic boundaries without the prior consent of the Municipality.

Aggregation Members that move from one location to another within the Municipality's boundary, and who notify VESI of such move and provide to VESI all information required to effectuate continuing service, will retain their participant status at their then-existing price. If the customer moves out of the Municipality's corporate limits, all obligations, except for the customer's obligation to pay all amounts owed, shall cease as between that customer, VESI, and the Municipality, effective with the customer's termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility's Standard Service Offer or other appropriate service.

Article Three. Operations

3.1 Scheduling. VESI, either directly or through its designee shall perform any and all Scheduling necessary to provide service to the Aggregation Group. VESI shall be responsible for all scheduling for delivery to the Aggregation Members.

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

- 3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.
- 3.3 Start Date. The "Start Date" for service to each Aggregation Member shall be the first meter-read date on or after acceptance by the utility company.
- 3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility's procedures. Opt-out by individual Aggregation Members during the term of this Agreement will be permitted at least every two (2) years from the establishment of the initial aggregation service, in accordance with the provisions of Rule 4901:1-28-04(B), O.A.C.

Article Four. Prices and Fees

- 4.1 Price. VESI shall charge the rates for service provided to Aggregation Members based on the pricing terms and conditions as set forth in **Exhibit A** hereto.
- 4.2 Switching Fee Reimbursement. VESI shall be responsible for the payment of any customer-switching fee or other fees imposed by the Local Utility as a result of the transfer of customers to VESI.

Article Five. Billing

- 5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding

the foregoing, if offered by the Local Utility in the future, VESI may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality's consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Community Reinvestment Program

- 6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute Five Cents (US \$0.05 per Mcf of natural gas supplied through the aggregation program to the customers within the Municipality.
- 6.2 These funds are to be deposited into a special account established by the City of Reynoldsburg. It is agreed by the City of Reynoldsburg and VESI that these funds will be used as the City of Reynoldsburg matching grant funds for programs such as, but not limited to CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or any other project or purpose which the City of Reynoldsburg approves.
- 6.3 Grants may be utilized in order to maintain and upgrade local services. Certain grants may require some type of local match.
- 6.4 It shall be the City of Reynoldsburg's decision regarding which grant programs, if any, for which these funds

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

should be used. It is the intent of VESI to allow as much flexibility as possible for the Municipality in the decision making process.

6.5 These funds can be combined from year to year.

6.6 These funds will be paid to the City of Reynoldsburg as long as they remain in choice program with VESI. These funds will be paid to the City of Reynoldsburg on an annual basis.

Article Seven. Contingencies and Force Majeure

7.1 Contingencies.

(a) Regulatory Events. The following events constitute a "Regulatory Event" hereunder:

- (i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.
- (ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a Party's ability to perform hereunder or other provide the Retail Natural Gas Services, or (B) Regulations or court action adversely and materially

impacts a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services.

(iii) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall within ten (10) days give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected Party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 10 hereof.

7.2 Force Majeure.

- (a) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force

Majeure, be suspended during the continuance of said inability but for no longer period. The Party receiving such notice of Force Majeure shall have until the end of the second (2nd) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

- (b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved, nor shall anything contained in this section be construed to take any measures that are cost prohibitive. In the event that measures required to remove any disability are cost prohibitive, the Claiming Party shall provide written notice to the non-claiming party and give non-claiming party the opportunity to reimburse the Claiming Party for any additional costs it would incur in order to remove said disability.

Article Eight. Term

- 8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date hereof and continue month to month unless otherwise terminated pursuant to the terms and conditions set forth in this Agreement.

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

Article Nine. Representations and Warranties

9.1 Mutual Representations and

Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement and of each delivery of natural gas hereunder, that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;
- (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a Party, and to fully perform its obligations under this Agreement and any other document relating hereto to which it is a Party, and has taken all necessary action to authorize such execution, delivery and full performance;
- (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and shall remain in full force and effect throughout the term of this agreement, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;
- (e) Its obligations under this Agreement and any other document relating hereto to which it is a Party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
- (f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a Party nor is presently or otherwise threatened;
- (g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;

- (h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable and has the authority of assuming those risks;
- (i) Either Party is not acting as a fiduciary or in an advisory capacity to the other Party; and
- (j) All applicable information that is furnished in writing by or on behalf of it to the other Party is, as of the date of the information, true, accurate and complete in every material respect.

9.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to VESI, as of the Effective Date, that:

- (a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;
- (b) The Municipality shall act as a Governmental Aggregator, once it has obtained a valid certificate,

throughout the term of this Agreement.

- (c) All acts reasonably necessary to the valid execution, delivery and performance of this Agreement including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations.
- (d) Failure to comply with provisions 9.2(a) – (c) shall constitute a material breach of this Agreement.

9.3 Additional Representations of VESI.

VESI further represents that it will transfer to end users good title, as applicable at the Delivery Point or otherwise of all Retail Natural Gas Services delivered hereunder, that it has the right to sell such Retail Natural Gas Services, that such Retail Natural Gas Services shall be free from all taxes, liens, encumbrances and claims, and that such Retail Natural Gas Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system. With respect to its obligations as supplier of Retail Natural Gas Services to the Aggregation Program, VESI has and shall maintain a valid certification from the Commission during the term hereof. Failure to comply with this Section 9.3 shall constitute a material breach of this Agreement.

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

**9.4 Limitation of Warranties. ALL
 OTHER WARRANTIES, EXPRESS
 OR IMPLIED, ARE DISCLAIMED
 BY THE PARTIES.**

**Article Ten. Default and Early
 Termination**

10.1 Prior to the expiration of any initial or subsequent term of this Agreement, this Agreement may be terminated in the event of the occurrence of any of the following events:

- (i) Immediately upon the occurrence of a Bankruptcy Event by either Party;
- (ii) Pursuant to the terms set forth herein, upon the occurrence of a Regulatory Event;
- (iii) Pursuant to the terms set forth in Exhibit A as those terms relate to the annual renegotiation of a retail adder;
- (iv) By mutual written agreement of the parties;
- (v) As otherwise provided below in Section 10.2.

10.2 If either Party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the

terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit, but limited to the extent set forth in Section 11.1 herein.

10.3 Enforcement of Remedies. Except to the extent set forth in Section 11.1 herein, the Party claiming default under Section 10.2 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Eleven. Notices

11.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

Volunteer Energy Services, Inc.

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

All Notices: **Volunteer Energy Services, Inc.**
 Street: **790 Windmill Drive**
 City and State: **Pickerington, Ohio**
 Zip: **43147**
 Attn: **Larry Taylor**
 With a Copy to: **John L. Einstein, IV, Esq.**

The City of Reynoldsburg
 All Notices: City of Reynoldsburg
 Street: 7232 East Main Street
 City and State: Reynoldsburg, Ohio
 Zip: 43068
 Attn: **William J. Sampson, LEED Green Assoc.**

11.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States certified mail – return receipt requested, overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective (2) two business days after delivery. Notice by certified US mail, return receipt requested, shall be effective five (5) business days following delivery. A Party may change its addresses or the contact person by providing notice of the same in accordance herewith.

Article Twelve. Confidentiality

12.1 **Obligation of Confidentiality.** The parties agree to the extent permitted by law, for themselves and their respective Representatives to keep

confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, and as otherwise may be required by law. Confidential Information shall not be disclosed by the receiving Party (“Receiving Party”) to any third party without the prior written consent of the disclosing Party (“Disclosing Party”); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

12.2 **Disclosure.** In the event either Party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall use reasonably best efforts notify the other Party prior to any disclosure, if such notice is, in the determination of the Receiving Party’s counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information, which the Disclosing Party’s counsel advises that the Disclosing Party is compelled to disclose.

12.3 **Proprietary Rights, Survival.** The obligations under this Article Twelve shall survive the conclusion or

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

termination of this Agreement for two (2) years.

Article Thirteen. General Terms

- 13.1 Entire Agreement, Amendments and Counterparts. The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendum attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.
- 13.2 No Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.
- 13.3 Headings. The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.
- 13.4 No Partnership. Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.
- 13.5 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws.
- 13.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.
- 13.7 Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party; which consent shall not be unreasonably withheld.
- 13.8 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 13.9 Prefatory Statements. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

13.10 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

13.11 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to VESI.

Article Fifteen. Definitions

"Act" means Ohio Revised Code, Chapter 4929, as amended.

"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"Aggregation Group" means the collection of Aggregation Members.

"Aggregation Member(s)" means those retail residential and commercial customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the

Municipality's Governmental Aggregation program.

"Bankruptcy Event" means either Party:

- (i) Is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (ii) Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;
- (iii) Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (iv) In the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review, oversee,

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

recommend or declare a financial emergency or similar state of financial distress;

- (v) Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or
- (vi) Takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Btu**” means British thermal unit.

“**Commission**” means the Public Utilities Commission of Ohio.

“**Community Reinvestment Program**” Is a program where VESI contributes funds to the Municipality for certain purposes. The purposes of funds shall be designated and outlined in the agreement between VESI and the City of Reynoldsburg.

“**Confidential Information**” means any and all data and information of whatever kind or nature (whether written, electronic or oral), which is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one Party to the other which the Disclosing Party believes is confidential and is clearly designated as confidential shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked “confidential” at the time of transmittal or if disclosed verbally is described as

confidential or proprietary at the time of the conversation and the Disclosing Party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked “confidential” or “proprietary” within five (5) days of the verbal disclosure. Each Party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a Party receives the written notification. Confidential Information does not include information:

- (a) In the public domain at the time of disclosure;
- (b) That after disclosure passes into the public domain, except by a wrongful act of the Receiving Party;
- (c) Disclosed to the Receiving Party by a third party not under an obligation of confidentiality;
- (d) Already in the Receiving Party’s possession prior to disclosure by the Disclosing Party;
- (e) Subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

“**Customer Data**” includes, without limitation: the customer's name, billing address, meter address and usage information, account number, rate classification, and similar information that is applicable and necessary for VESI to provide its Retail Natural Gas Services hereunder.

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

“Eligible Customer” means a customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27, Ohio Revised Code and Rule 4901:1-28-01(C), O.A.C, or as otherwise agreed to by the parties.

“Fixed Price Period” shall mean the flow date period of which a fixed price can be entered into for a specific period of time.

“Force Majeure” for purposes of this Agreement means an uncontrollable force that is not within the control of the Party relying thereon and could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include, but not be limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the Party claiming such inability. Failures or interruptions, including government ordered interruptions, on the transmission or distribution systems relied upon for supplying Retail Natural Gas Services under this Agreement will constitute Force Majeure, provided that VESI has arranged for firm transportation service as noted in this Agreement.

“Governmental Aggregator” means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

Governmental Aggregation” means a program certified by the Commission for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Historical Load” means the most recent history of natural gas consumption for the Aggregation Group and/or Aggregation Member(s).

“Local Utility” means, Columbia Gas of Ohio, the natural gas distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.

“Mcf” means one thousand (1,000) cubic feet of natural gas.

NYMEX Strike Price” means, a monthly NYMEX closing for the first of the following month for natural gas delivery. NYMEX closes two (2) business days before the end of the month. The price includes NYMEX basis, interstate transmission, shrinkage fuel loss, Mcf Btu conversion and supplier margin.

“Regulations” means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

“Representative” means, as to a Party, any Affiliate, or any shareholder, officer,

City of Reynoldsburg
Volunteer Energy Services, Inc.
Date

director, employee, agent, attorney, or
advisor of the Party or its Affiliate.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

City of Reynoldsburg

Volunteer Energy Services, Inc.

By: _____

By: _____

Name:

Name: Richard A. Curnutte Sr.

Title: Mayor

Title: **President**

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

Opt-Out List Preparation

We contact Columbia Gas and request a list of each customer who is not under contract in the 43068 zip code. The list request usually takes 5 to 7 business days to receive. Once the list is generated, we then input the addresses into a specifically designed software package called XMAP 8 GIS. The software will sort through the addresses and will determine our mailing list. After the list is complete, we then docket the Opt-Out letter to the PUCO. The PUCO has a 10 day waiting period for review. After the Opt-Out letter has been on the docket for the 10 days, we can then mail the letter to the address. The Opt-Out letter will have a post mark date and an Opt-Out date. The Opt-Out date is always 21 days after the post mark date. We will then enroll all customers that did not Opt-Out of the program.



December 9, 2016

Sample

Dear Natural Gas Consumer,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Shawnee Hills is providing you with the opportunity to join with other residents and small commercial customers in the City's natural gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Shawnee Hills, please let us know by calling 800-977-8374.** Government Aggregation programs allow City officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. Shawnee Hills voter's approved this program in November 2015.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas on a year to year basis unless otherwise negotiated.

You will be automatically enrolled in the City's Natural Gas Government Aggregation Program unless you choose to "opt out" – that is, affirmatively choose not to participate. If you wish to be excluded from the City's natural gas aggregation program, you must return the enclosed "Opt-Out" form by **December 30, 2016**. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

For members of this program, VESI has offered to provide natural gas to Aggregation Members at rate of 7% off of Columbia Gas Standard Choice Offer Market Adder per Ccf plus NYMEX month end settle at the burner tip. Columbia Gas rate is NYMEX + \$0.143 per Ccf at the burner tip. Through March, 2017, VESI's rate will be NYMEX + \$0.13299 per Ccf.

VESI will notify you if a new rate is established and you will automatically continue at that rate unless you choose to cancel. If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.

After you become a participant in the City's natural gas aggregation program, Columbia Gas will send a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VESI within seven business days of its postmark date. To remain in the City's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you'll notice is the name of your new gas supplier, VESI, included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,

City of Shawnee Hills and

Volunteer Energy Services, Inc.

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an **Ohio** corporation whose customers include a variety of Ohio natural gas end users. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the utilities pipeline on a month to month basis. Upon acceptance by the utility company at the price of 7% off of Columbia Gas SCO adder plus NYMEX month end close per Ccf. This rate includes a broker/agent fee. Each year the rate will be reviewed between The **Village of Shawnee Hills** and VESI.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue on a year to year basis unless either party cancels. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: Columbia Gas of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at **800-977-8374**. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or, for TTY toll free at 1-800-686-1570, from 9:00 a.m. to 5:00 p.m. weekdays or visit www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Council (OCC) for assistance with complaints and utility issues toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Amendment to Agreement: VESI may amend VESI's Supply Agreement from time to time upon approval from the **Village of Shawnee Hills**. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. Notice of

any such change is public information and may be announced by a variation of the following methods: local newspaper press release, station announcement, written communications to participants or update on Village's website.

10.a.b

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: If VESI is performing billing services, other than for operational maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

Termination/Rescission of Agreement: You may rescind your natural gas supply enrollment with Columbia Gas of Ohio within seven (7) days of the payment mark date of the confirmation notice from Columbia Gas. After the initial seven (7) day period, either you or VESI may terminate the contract at any time providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the City's natural gas government aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. **There will be no early termination fees associated with the Village's program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas; (2) you move outside the Columbia Gas service area to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, for any reason at any time.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

VESI's fixed rate excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in the **Village of Shawnee Hills**; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PUCO program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the **Village of Shawnee Hills**, please contact VESI to remove your account from our aggregation list.

Sample

*P.S. Remember to return the opt-out form **only if you do not** want to participate in the Village's Governmental Aggregation program.*

OPT-OUT FORM FOR THE VILLAGE OF SHAWNEE HILLS GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Village of Shawnee Hills Governmental Aggregation Program

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by **December 30, 2016** to: Village of Shawnee Hills Governmental Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

Alternative Product

24 Month Agreement. Proposed pricing for Guaranteed Savings of 8% off current Standard Choice Offer (SCO) Adder rate, a rate of NYMEX plus 8% off the current SCO Adder of \$1.45 through March 31, 2018. After which Volunteer Energy will use commercially reasonable efforts to maintain a similar discount for the balance of the term but in no event shall the discount be less than \$0.03 below the then-current SCO Adder thereafter for Aggregation Members serviced by Columbia Gas of Ohio.

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

DATE: March 27, 2017**TO: Finance Committee****RE: ORDINANCE TO AMEND THE “CITY OF REYNOLDSBURG,
OHIO PERSONNEL POLICY AND PROCEDURE MANUAL”
ADOPTED BY ORDINANCE NO. 14-03 PASSED MARCH 10, 2003
AND AS SUBSEQUENTLY AMENDED (Various Sections).**

PPM Chapter 3.071 Promotion (Senior Police Management)

Request changes to Chapter 3.071 of the Personnel Procedure Manual (PPM) (see attached).

THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL

11.a.a

PROMOTION (SENIOR POLICE MANAGEMENT)

SECTION 3.071

PAGE 1 OF 4

A. POLICY

1. Senior Police Department Management by definition includes all positions as set forth herein above the rank of Sergeant and not included in a collective bargaining agreement. Senior Police Department Management positions are:
 - a. Chief of Police
 - b. Lieutenant
2. Pursuant to the power granted to the Reynoldsburg City Council by Section 7.03(e) of the Reynoldsburg City Charter, the Reynoldsburg City Council hereby eliminates the application of general laws of Ohio pertaining to the civil service provisions for selection and filling of Police Department positions above the rank of Police Officer and Sergeant, specifically Ohio Revised Code Section 124.44, and hereby substitutes its local procedure and provisions for filling said positions.
3. The Chief of Police may be filled by original appointment of a person who is not in the Reynoldsburg Police Department.
 - a. The following selection procedure shall be followed whether by original appointment or promotion:
 - (1) a competitive promotional Civil Service Examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
 - (2) a candidate for promotion to Chief of Police or original appointment to Chief of Police shall have achieved the rank of Lieutenant or above, and have at least five (5) years of police management experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management, or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and
 - (3) successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, ~~Police Leadership Executive Leadership (PELC)~~ Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).

Attachment: PPM Chapter 3.071 (1704 : PPM Section 3.071 Promotion (Senior Police Management))

THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL

11.a.a

PROMOTION (SENIOR POLICE MANAGEMENT)

SECTION 3.071

PAGE 2 OF 4

- b. Under the direction of the Civil Service Commission, a Preliminary Screening Committee shall be established to review applications and resumes of Chief of Police candidates. This committee shall be responsible for selection not more than ten (10) candidates.

The Preliminary Screening Committee shall be comprised of:

- ~~Service~~/Safety Director;
- current Chief of Police, or a representative from the OACP;
- President, Fraternal Order of Police representing Reynoldsburg Police Department;
- citizen not currently holding public office and selected by agreement of the Mayor and President of Council;
- Chairman of the City Council Safety Committee.

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

- c. The ten (10) candidates will then submit to an assessment center prepared and presented by an accredited law enforcement consulting agency, as selected by the Civil Service Commission. This agency shall submit to a final Selection Committee the top ~~three (3)~~ five (5) candidates.

The Final Selection Committee, comprised of the

- Mayor
- Chief of Police, or a representative from the OACP
- Council President
- City Attorney
- Civil Service Chairperson or designee

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The final selection committee shall interview the final ~~three~~ five (35) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. ~~If a majority cannot be reached, the Selection Committee may consider the final ten (10) candidates as selected by the Final Screening Committee to determine if~~

Attachment: PPM Chapter 3.071 (1704 : PPM Section 3.071 Promotion (Senior Police Management))

THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL

11.a.a

PROMOTION (SENIOR POLICE MANAGEMENT)

SECTION 3.071

PAGE 3 OF 4

~~any applicant can be recommended by majority vote, the appointing authority (the Mayor) shall appoint the recommended candidate. If a majority cannot be obtained after consideration of the final ten candidates the appointing authority (the Mayor) may select one of the final ten applicants for appointment to Chief of Police. The appointing Authority will appoint from the top three (3).~~

- (d) Effective 1-1-96, a candidate for promotion to the rank of Lieutenant shall have:
 - i at least three (3) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion; and, an Associate=s Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university;
 - ii. A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.
 - iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center. If a written exam is not given, then all eligible candidates shall submit to an assessment center, prepared and presented by an accredited law enforcement consulting agencas selected by the Civil Service Commission. The consulting agency shall submit the top three candidates to the Chief of Police.
 - iv. The Chief of Police will recommend to the Civil Service Commission, for promotion, the candidate(s) of the Chiefs choice. The Civil Service Commission will forward the name(s) to the appointing authority (the Mayor) who will promote the candidate(s) as ranked and recommended by the Chief.
- (e) When there are not two (2) or more eligible candidates within the Reynoldsburg Police Department for the rank of Lieutenant, open posting shall be conducted throughout the state of Ohio for potential candidates, who are currently certified law enforcement officers through the Ohio Peace Officers Training Council.

In addition, any Sergeant with less than three (3) years in grade and/or any

THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL

11.a.a

PROMOTION (SENIOR POLICE MANAGEMENT)

SECTION 3.071

PAGE 4 OF 4

member of the Reynoldsburg Police Department with at least ten (10) years of experience at the rank of Police Officer immediately preceding the date of promotion shall be eligible to compete for appointment to the rank of Lieutenant if, effective 1-1-96:

- i. the outside candidate or Reynoldsburg Police Officer has an Associate=s Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university;
- ii. a written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.
- iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.

If a written exam is not given, then all eligible candidates shall submit to an assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the top three candidates to the Chief of Police.

- iv. The Chief of Police will recommend to the Civil Service Commission, for promotion, the candidate(s) of the Chiefs choice. The Civil Service Commission will forward the name(s) to the appointing authority (the Mayor) who will promote the candidate(s) as ranked and recommended by the Chief.

Attachment: PPM Chapter 3.071 (1704 : PPM Section 3.071 Promotion (Senior Police Management))

**THE CITY OF REYNOLDSBURG, OHIO
PERSONNEL POLICY AND PROCEDURE MANUAL**

11.a.a

PROMOTION (SENIOR POLICE MANAGEMENT)

SECTION 3.071

PAGE 5 OF 4

Effective Date: January 1, 2003 Revision Date: _____

Attachment: PPM Chapter 3.071 (1704 : PPM Section 3.071 Promotion (Senior Police Management))

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

DATE: March 27, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE ONE POLICE CRUISER
FOR REYNOLDSBURG POLICE DEPARTMENT; APPROPRIATING FUNDS
THEREFORE; AND DECLARING AN EMERGENCY**

Emergency/Suspension: Emergency

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

Cruiser 258 was involved in an accident on March 1, 2017. The City's insurance company, Argonaut has found the vehicle to be a total loss and issued a check in the amount of \$12,455.83. The money will be credited to the general fund. The need to replace this vehicle is critical to the operation of the Police Department. We are requesting permission to transfer \$37, 797.99 from the general fund to replace car 258. Funding for the vehicle will come from the insurance company and cruiser rental money that was deposited into the general fund during 2016 and ytd 2017. Please see the attached detailed quote.

Appropriate from the general fund to account 110.111.5632 and declaring this an emergency.

Reynoldsburg Police Department
Chief James O'Neill
 7240 East Main Street
 Reynoldsburg, Ohio 43068

INTER-OFFICE COMMUNICATION

Date: March 9, 2017

To: Chief O'Neill

From: Lt. Early *WE*

Regarding: Cruiser #258

Chief,

REM will be out next week to evaluate the Camera, Radio and other electronics from Cruiser #258. The removal will be covered under the insurance claim. The cost to replace it with a new Ford SUV:

\$27,494.00	4 Door Explorer
\$1,649.99	Markings, decals and paint
<u>\$8,654.00</u>	Push bumper, light bar, cage, console and trunk box
 \$37,797.99	 Current Total

The insurance company will give us \$12,455.83 for Cruiser #258.

\$25,342.16 after insurance

We will know the cost to install the salvaged electronics after REM does their evaluation. If something is not salvageable this may increase the estimated total cost.

Respectfully Submitted,

[Signature]
 Lt. Bill Early #93

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

LEBANONFORDTM

COMMERCIAL

EXPLORER 4-
DOOR

2017 4DR AWD POLICE
3.7L V6 TIVCT ENGINE
6-SPEED AUTO TRANSMISSION

Exterior
SHADOW BLACK
Interior
CHARCOAL BLACK INTERIOR VINYL
BUCKETS/CLOTH REAR SEATS

EXTERIOR

245/55R18 A/S POLICE TIRES
18" H.D. STEEL WHEELS
18" WHEEL HUB CAP
FULL SIZE 18" SPARE W/TPMS
DUAL POWER MIRRORS
INTEGRATED SPOTTER MIRRORS
HALOGEN HEADLAMPS
PRIVACY GLASS 2ND/3RD ROW
DUAL EXHAUST SYSTEM
GRILLE - BLACK
KEY LOCKS (DR/PASS/LFTGT)
EASY FUEL CAPLESS FILLER

FUNCTIONAL

ALL WHEEL DRIVE SYSTEM
COLUMN MOUNTED SHIFTER
HEAVY DUTY 78-AMP BATTERY
120 AMP ALTERNATOR
POLICE BRAKES: 4 WHL DISC
4 ABS & TRACTION CONTROL
HEAVY DUTY SUSPENSION
POWER STEERING W/EPAS
ENGINE OIL COOLER
TRANSMISSION OIL COOLER
POWER LOCKS AND WINDOWS
AM/FM SINGLE CD/MP3, 6SPKR
ADJUST PEDALS, NON MEMORY
BATTERY SAVER FEATURE
POWERPOINTS (2)

INTERIOR

. BLACK VINYL FLOOR
COVERING
. PWR DR SEAT/6-WAY/M
LUMBAR
. MANUAL PASS SEAT - 2-WAY
. CLOTH BUCKET FRONT SEATS
. 60/40 SPLIT VINYL REAR
TILT STEERING WHL/ CRUISE
& AUDIO CONTROLS
. 1-TOUCH DOWN DRIVER
WINDOW
. A/C W/MANUAL CLIMATE
CONTROL, SINGLE ZONE
. CERTIFIED SPEEDOMETER
. ENGINE HOUR / IDLE METER
. CONSOLE MOUNTING PLATE
. UNIVERSAL TOP TRAY
. RED / WHITE DOME LAMP

SAFETY/SECURITY

. 75 MPH REAR-CRASH TESTED
. ADVANCETRAC WITH RSC
. AIRBAGS - FRONT AND SIDE
. AIRBAGS - SAFETY CANOPY
. PERSONAL SAFETY SYSTEM
. SOS POST CRASH ALERT SYS
. TIRE PRESSURE MONITOR SYS
WARRANTY
. 3YR/36K MILE WARRANTY

Included on this Vehicle
EQUIPMENT GROUP 500A \$25,989
Optional Equipment
2017 MODEL YEAR
SHADOW BLACK
CHARCOAL CLT FRT/VINYL RR
3.7L V6 TIVCT ENGINE
6-SPEED AUTO TRANSMISSION
FRONT LICENSE PLATE BRACKET
VINYL FLOORING
HEADLIGHT HOUSING PREP 195.00
DARK CAR LAMP 70.00
KEYED ALIKE 1284X 75.00
DRIVER SIDE LED SPOT LAMP \$295.00
REVERSE SENSING SYSTEM 295.00
SYNC SYSTEM REQ. 295.00
HEATED MIRRORS 60.00
REAR WINDOWS DELTE 35.00
RR DOOR HANDLES INOP 35.00
DELIVERY FEE \$150.00
STATE BID PRICE \$27,494.00
BASED ON BIDDING FOR STATE
BID FOR 2017 MODEL YEAR
4 X = \$109,976 MINUS ANY
TRADES.

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

RANK BEAVER
LEBANON FORD
1/27/2016

Avid Signs Plus, LLC

Invoice No. 16-0937

1054 Monroe Road #303
 Lebanon, OH 45036
 513-932-SIGN

Estimate**Customer**

Name Reynoldsburg Police

Address

City

State

ZIP

Phone

Date 4/4/2016

PO No.

Contact

Terms On Receipt

Qty	Description	Unit Price	TOTAL
3	vinyl graphics, Print, laminated, contour cut digital vinyl graphic-Set	60.71	\$ 182.13
	Shipping via us mail		\$ 5.00
PLEASE READ THE BELOW TERMS AND CONDITIONS			
SubTotal		\$	187.13
Shipping			
Tax Rate(s)		0.00%	\$ -
Amount Paid		\$	-
TOTAL		\$	187.13

We Appreciate and Thank You For Your Business

Other

Comments

ALL ORDER
 INFORMATION
 CUSTOMER AND
 RESULT IN
 INCREMENTS. J
 I

APPROV.

ADD ONE MORE
 COST OF A SET
 OF DEALS TO
 THE QUOTE
 \$ 60.71

PERFORM
 DY, (SCA
 ONAL AR
 AT A RA
 (ROUND
) SUBJEC
 THE AB

TOTAL
 FOR 4 SETS
 OF DEALS
 \$ 247.84

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

Preliminary Estimate

Customer: RPD POLICE

Job Number:

Vehicle: 2015 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				18.00
Body Labor	5.4 hrs	@	\$ 48.00 /hr	259.20
Paint Labor	15.4 hrs	@	\$ 48.00 /hr	739.20
Paint Supplies	15.4 hrs	@	\$ 30.00 /hr	462.00
Subtotal				1,478.40
Sales Tax	\$ 1,478.40	@	7.5000 %	110.88
Grand Total				1,589.28
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				1,589.28

~~44 = \$6,559.12~~

*****ALL INSURANCE COMPANY ISSUED ESTIMATES MUST BE PRESENTED TO REPAIR FACILITY PRIOR TO REPAIRS BEING STARTED*****THIS IS AN ESTIMATE OF DAMAGE, FINAL TOTAL OF REPAIRS WILL BE CALCULATED UPON COMPLETION OF VEHICLE*****

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

DODDS BODY WORKS INC.

Info@DoddsBodyWorks.com

6350 E MAIN ST, REYNOLDSBURG, OH 43068

Phone: (614) 863-3991

FAX: (614) 863-9058

Workfile ID:

2d59e346

Federal ID:

311018566

Preliminary Estimate**Customer: RPD POLICE****Job Number:**

Written By: Jeff Johnson

Insured: RPD POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

RPD POLICE

Inspection Location:

DODDS BODY WORKS INC.

6350 E MAIN ST

REYNOLDSBURG, OH 43068

Repair Facility

(614) 863-3991 Business

Insurance Company:**VEHICLE**

Year: 2015

Body Style: 4D UTV

VIN:

Mileage In:

Make: FORD

Engine: 6-3.5L-T

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

TRUCK

Rear Step Bumper

Power Trunk/Gate Release

TOTAL FOR
DODD'S

\$ 6357.12

7-11-16

CALLED

DODDS BODY SHOP

SPOKE WITH MARY

QUOTE IS STILL

Good. \$1589.28

PER VEHICLE

Preliminary Estimate

Customer: RPD POLICE

Job Number:

Vehicle: 2015 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	ROOF						
2	Refn	Roof panel					4.0
3		Add for Clear Coat					1.6
4	FRONT DOOR						
5	Refn	RT Outer panel					2.4
6		Overlap Major Adj. Panel					-0.4
7		Add for Clear Coat					0.4
8	Refn	LT Outer panel					2.4
9		Overlap Major Adj. Panel					-0.4
10		Add for Clear Coat					0.4
11	R&I	RT Handle, outside black				0.4	
12	R&I	LT Handle, outside black				0.4	
13	R&I	RT R&I trim panel				0.5	
14	R&I	LT R&I trim panel				0.5	
15	R&I	RT Belt w'strip				0.3	
16	R&I	LT Belt w'strip				0.3	
17	REAR DOOR						
18	Refn	RT Outer panel					2.5
19		Overlap Major Adj. Panel					-0.4
20	*	Add for Clear Coat					0.4
21	Refn	LT Outer panel					2.5
22		Overlap Major Adj. Panel					-0.4
23	*	Add for Clear Coat					0.4
24	R&I	RT Handle, outside black				0.4	
25	R&I	LT Handle, outside black				0.4	
26	R&I	RT R&I trim panel				0.4	
27	R&I	LT R&I trim panel				0.4	
28	*	R&I RT Belt w'strip				0.2	
29	*	R&I LT Belt w'strip				0.2	
30	#	E/P/A		1	3.00		
31	#	MASK		1	15.00	1.0	
SUBTOTALS					18.00	5.4	15.4

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

Hall Public Safety

UPFITTERS

Formerly Public Safety Concepts

Hall Public Safety Columbus
8495 Estates Ct
Plain City, Ohio 43064
614-733-0200 - Fax 614-873-7409
Fed ID# 26-0729988

Estimate

Date	Estimate #
7/11/2016	2888

Name / Address
Reynoldsburg Police Dept Accounts Payable 7240 E. Main Street Reynoldsburg, Ohio 43068

Project

Item	Description	Qty	Rate	Total
MC-3FUI	Reynoldsburg PD- 4 SUV Interceptors for 2017 Marked Cruiser Package Complete Code 3 Lightbar Code 3 Siren Code 3 100W Speaker Rear Corner Vertex Front Corner Ions Rear LED Signal Stick Power Distribution Unit Complete Installation	4	3,989.00	15,956.00
FPB-FUI	Lighted Push Bumper for Ford SUV Interceptor, Installed	4	770.00	3,080.00
PC1-F	Prisoner Containment system for Ford Interceptor Includes Space Saver Prisoner partition, window bars, door panels, ABS prisoner seat & rear cargo barrier, & Single Vertical Gun lock, installed	4	2,545.00	10,180.00
HCM-HD-FUI	Console, Accessories, installed	4	645.00	2,580.00
4WSD47UINT13	Riser Mounting plates kit for storage box	4	100.00	400.00
C-SBX-101	Havis Trunk Storage Box, 2013 SUV Interceptor, Overall size = 38" wide 18" high 10" deep	4	505.00	2,020.00
Install supplies	Misc installation hardware, wire, connectors, breakers/fuses, supplies	4	100.00	400.00
			Total # 5654	\$34,616.00

Hall Public Safety Warranty

We would like to thank you for choosing Hall Public Safety Upfitters for your vehicle repair and installation needs. We take pride and stand behind our quality workmanship and parts chosen for your job. HPSU warrants all of our labor and parts purchased from us for one year from the date of completion. If during that time a part we install experiences mechanical failure, we will replace it on a timely basis without charge! After a period of one year we will continue to honor warranties that may exist on parts but there will be a labor charge for repair, replacement, shipping or other expenses for work performed or associated with part replacement.

Cruiser Rental

Date	Description	Balance
	Beginning Balance	73,104.50
	Income	
1/11/2016	Limited-Cruiser Rental	\$3,248.00
1/21/2016	Limited-Cruiser Rental	\$4,675.00
2/4/2016	Limited-Cruiser Rental	\$5,346.50
2/25/2016	Limited-Cruiser Rental	\$4,156.50
3/10/2016	Limited-Cruiser Rental	\$4,258.50
3/24/2016	Limited-Cruiser Rental	\$3,561.50
4/7/2016	Limited-Cruiser Rental	\$3,859.00
4/21/2016	Limited-Cruiser Rental	\$3,544.50
5/9/2016	Limited-Cruiser Rental	\$4,428.50
5/25/2016	Limited-Cruiser Rental	\$4,051.61
6/13/2016	AEP-Cruiser Rental	\$714.00
6/16/2016	Limited-Cruiser Rental	\$4,271.25
6/30/2016	AT&T-Cruiser Rental	\$34.00
7/11/2016	Limited-Cruiser Rental	\$9,792.00
7/21/2016	Limited-Cruiser Rental	\$3,612.50
8/9/2016	Columbia Gas-Cruiser Rental	\$144.50
8/14/2016	Limited-Cruiser Rental	\$5,083.00
8/29/2016	Limited-Cruiser Rental	\$4,619.75
9/15/2016	Limited-Cruiser Rental	\$4,369.00
9/29/2016	Limited-Cruiser Rental	\$5,255.89
10/11/2016	Limited-Cruiser Rental	\$5,325.25
10/27/2016	Limited-Cruiser Rental	\$5,746.00
10/26/2016	Strawser Paving-Cruiser Rental	\$178.50
11/18/2016	Dublin Bldg Systems	\$34.00
11/18/2016	Dublin Bldg Systems	\$17.00
11/21/2016	Limited-Cruiser Rental	\$10,679.23
12/1/2016	Limited-Cruiser Rental	\$4,921.55
12/28/2016	Limited-Cruiser Rental	\$5,855.99
Total		111,783.02

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

Cruiser Rental for 2017
YTD

11.b.a

Cruiser Rental

Date	Description	Income	Balance
		Beginning Balance	111,783.02
			2016 Credits
1/3/2017	Limited	\$3,381.64	
1/5/2017	Limited	\$5,658.17	
1/23/2017	Limited	\$6,229.93	
1/26/2017	Limited	\$3,451.00	
2/2/2017	Limited	\$3,655.00	
2/9/2017	Limited	\$3,301.40	
2/21/2017	Limited	\$3,471.12	
2/27/2017	Limited	\$3,508.52	
Total:		\$32,656.78	2017 YTD total

Attachment: Replacement Cruiser for 258 (1705 : Replacement Cruiser for 258)

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

ORDINANCE REQUEST

DATE: **March 27, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A
CONTRACT WITH LEVEL (3) COMMUNICATIONS LLC, 250 W.
OLD WILSON BRIDGE ROAD, WORTHINGTON, OHIO, 43085, FOR
CITY'S PRI (PRIMARY RATE INTERFACE) PHONE AND
INTERNET SERVICE; AND DECLARING IT AN EMERGENCY.

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

Requesting to waive Competitive Bid.

Statement of necessity: To have the new internet and phone system installed to work closely with the new systems at the Police Department.

Authorization to enter into a contract with Level (3) Communications, LLC, 250 W Old Wilson Bridge Rd, Worthington OH 43085 for city's PRI (main) phone and internet service and declaring it an emergency.

Document No. DID-0000565696

Scenario: SM461030

Customer Information and Contract Specifications

Customer Name: City of Reynoldsburg

Account Number: 2-PDXMJM

Currency: USD

Monthly Recurring Charges (MRC): \$1,660.00

Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
7240 E MAIN ST, REYNOLDSBURG, OH 43068 USA	Internet Access - 100 Mbps	New	36	1	\$600.00	\$0.00	\$600.00	\$0.00
	- Service Level = 24x7x4							
	- Primary DNS (up to 10)							
	- Secondary DNS (up to 50)							
	Internet Transport - Ethernet 100Mbps			1	\$250.00	\$0.00	\$250.00	\$0.00
7240 E MAIN ST, REYNOLDSBURG, OH 43068 USA	Site Readiness	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Transport = Ethernet 100Mbps							
	- Standard Delivery - To the MPoE (Customer Provided)							
	Subtotal						\$850.00	\$0.00
7240 E MAIN ST, REYNOLDSBURG, OH 43068 USA	Converged Services - Voice + Internet - 6 Mbps	New	36	1	\$810.00	\$0.00	\$810.00	\$0.00
	- Includes Standard Voice Options							
	- Includes Deluxe feature package on business lines							
	- Includes 13000 LD Minutes - Flexcall. (total)							
	- Includes Managed Adtran IAD.							
	- Service Level = 24x7x4							
	- Call Path Range = 31-37							
	Domestic LD							
	- Interstate 1+				\$0.0251			
	- Interstate 8xx				\$0.0276			
	- Intrastate 1+				\$0.0324			
	- Intrastate 8xx				\$0.0424			
	Extended Area Service							
	- Add'l Minute				\$0.0300			
	- First Minute				\$0.0300			
	Individual Telephone Numbers			50	\$0.00	\$0.00	\$0.00	\$0.00
	- First 100 ITNs							
	Port - Ethernet 100Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Site Readiness			1	\$0.00	\$0.00	\$0.00	\$0.00

Attachment: Level 3 Communications (1703 : Contract for Phone and Internet Service)

Document No. DID-0000565696

Scenario: SM461030

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Transport = Ethernet 100Mbps - Standard Delivery - To the MPoE (Customer Provided) Transport - Ethernet 100Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$810.00	\$0.00
	Totals						\$1,660.00	\$0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following such notice to terminate this Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. Services to be provided internationally may require a Local Country Agreement.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Level 3 contracting party shall be the Level 3 entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Level 3's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Level 3.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither



Document No. DID-0000565696

Scenario: SM461030

end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3.4% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.

8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (available upon request or at <https://MyLevel3.net>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.

9. Equipment provided by Level 3 to be located in the Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Equipment Recovery

Upon termination of a Service for any reason, Level 3 or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Level 3 Equipment located on Customer's premises. Alternatively, Level 3 may request that Customer package Level 3 Equipment and return it, at Level 3's cost, to a location identified by Level 3. If Customer does not provide Level 3 with access to its premises to allow Level 3 to recover the Level 3 Equipment within thirty (30) days following Level 3's contact, or if Customer does not ship the Level 3 Equipment to Level 3 within the thirty (30) days, then Level 3 may charge Customer and Customer shall pay for the replacement cost of such Equipment.

Document No. DID-0000565696

Scenario: SM461030

Signature Block**Customer:** City of Reynoldsburg**Signature:****Name:****Title:****Date:**

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document No. DID-0000565696

Scenario: SM461030

Long Distance Letter of Authorization**Customer Name:** City of Reynoldsburg

I hereby authorize Level 3 Communications, LLC or its affiliates ("Level 3") to change my InterLATA and IntraLata Primary Exchange Carrier (PIC) for all of the services on the service order form Document No. DID-0000565696 to Level 3.

Signature Block

Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.

Attachment: Level 3 Communications (1703 : Contract for Phone and Internet Service)

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

DATE: **March 27, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS &
RECREATION DEPARTMENT TO ACCEPT THE FRANKLIN SOIL
AND WATER MINI GRANT; AND DECLARING AN EMERGENCY.

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

Grant funds will be used to offset the costs for a prairie planting at Civic Park. The planting will consist of native grasses, wildflowers and perennials.

Statement of necessity: Grant awarded, need permission to accept.

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

DATE: March 27, 2017**TO: Community Development Committee****RE: A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16
OF THE CITY'S CODIFIED ORDINANCES FOR THE 2017 TOMATO
FESTIVAL. (First Reading 3/13/2017).**

Requesting permission to waive the provision for section 971.16 of the codified ordinances for the 2017 Tomato Festival, as was waived in 2012, 2013, 2014, 2015 and 2016. The Beer Garden will be operational from 5pm-10pm on Friday, August 18, 2017 and from Noon-10pm on Saturday, August 19, 2017. The area will be completely enclosed with patrons being able to see the stage and entertainment. The Tomato Festival Board of Directors will gather and obtain all necessary permits required, follow all training requirements and will work closely with the Reynoldsburg Police Department and the administration to assure that all security measures meet the highest standards as they did during the 2016 Tomato Festival. Please see attached map for proposed Beer Garden.



Attachment: TF Layout 1 (1691 : Reynoldsburg Tomato Festival Beer Garden)



Attachment: Tomato Festival Map 2017 (1691 : Reynoldsburg Tomato Festival Beer Garden)

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

DATE: March 27, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: Amending Chapter 1131
Definitions. (First Reading 2/13/2017, Planning Commission 3/2/2017).**

See the attached document for details of proposed text amendment.

CHAPTER 1131 – Definitions

Planning & Zoning Administrator. The public official of the City of Reynoldsburg designated to administer and enforce this Zoning Code. All references to the Zoning Officer, Planning Administrator, and Planning & Zoning Administrator may be construed as referring to the Development Director or his/her designee.

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

DATE: **March 27, 2017****TO:** **Service Committee**

RE: Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 1161.02 Special Purpose Districts of Chapter 1161 Zoning Districts; Section 1183.04 Use Regulations and Development Standards of Chapter 1183 Planned Neighborhood Development District; AND AMENDING THE TITLES OF Chapter 1184 Planned Commercial Development; Chapter 1192 F-1 Flood Plain Overlay District; Chapter 1193 "HD" Historic Overlay District; and Chapter 1196 Community Commercial Overlay. (First Reading 2/13/2017, Planning Commission 3/2/2017).

See the attached document for details of proposed text amendment.

1161.02 SPECIAL PURPOSE DISTRICTS.

(c) ~~HD Reynoldsburg~~ Historic Overlay District. An area of special historic significance, containing a concentration of historic features, known and identified as the "Olde Reynoldsburg Historic District", has been delineated by City ordinance. The "~~HD Reynoldsburg~~ Historic Overlay District" has been established to provide for the preservation of the historic characteristics of the area and for the compatible use and redevelopment of the properties ~~therein~~ as regulated by this Code within the district.

(d) CCO Community Commercial Overlay District. An area of special significance, as defined by Chapter 1196 of this Code. The "Community Commercial Overlay District" has been established to enhance the characteristics of the commercial corridors and encourage redevelopment of the properties within the district.

1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS.

The following shall be the minimum standards required for development in a Planned Neighborhood Development District. Additional requirements and conditions may be established by the Planning Commission and by City Council for approval of the district and the development plans. Such requirements and conditions may include but are not limited to: approved uses; width, height, yard requirements; density; arrangement and spacing of buildings and other structures; signs; parking; vehicular, pedestrian and bicycle circulation; landscaping; the construction of public improvements; and preservation of natural features or historic structures. Varied requirements and conditions may be applied to different areas of the development.

(a) Permitted Uses. The following uses may be permitted, as approved in the development plan, in a Planned Neighborhood Development District:

(e) Lot and Yard Dimensions, Building Spacing.

(1) Lot and yard dimensions shall be as established in the ~~detailed~~ development plan, except that no lot designed for a single family dwelling shall have a width of less than sixty-five feet (65FT) or a depth of less than one hundred ten feet (110FT).

(2) In locations where the Planned Neighborhood Development District abuts other zoning districts, the minimum area and widths of yards and setbacks within the proposed Planned Neighborhood Development District shall be no less than the minimums required for such abutting districts unless specifically varied by approval of the Planning Commission.

(f) Variances to the Subdivision Regulations. To the extent specifically provided in the Subdivision Regulations, the Planning Commission may vary the requirements for improvements as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District.

CHAPTER 1184 – Planned Commercial Development District

CHAPTER 1192 - ~~F-4~~ Flood Plain Overlay District

CHAPTER 1193 - ~~"HD"~~ Historic Overlay District

CHAPTER 1196 - Community Commercial Overlay District

Attachment: 20161206 - Zoning Code Chapter Title Standardization (1632 : Amendments to Zoning Code - Various Chapter Titles)

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

DATE: **March 27, 2017****TO:** **Mel Clemens, Ward IV Service Committee****RE:** Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg,
Ohio: Amending Section 1181.06.

See the attached document for details of proposed text amendment and staff report.



**REYNOLDSBURG
PLANNING & ZONING DIVISION**

**STAFF REPORT:
CODIFIED ORDINANCE
AMENDMENT**

CODE SECTION: Section 1181.06 – General Sign Regulations

BACKGROUND: Staff becomes periodically aware of provisions in the Planning & Zoning Code that require revision. A provision of Chapter 1181 of the Zoning Code prescribes a structural requirement for signage that is at variance with those prescribed in the Building Code. Staff proposes to remove this redundant requirement.

SUMMARY OF MAJOR REVISIONS:

SECTION 1181.06 – GENERAL SIGN REGULATIONS

Staff proposes to remove language from this section that requires signs to be constructed to a specific structural specification. This was an existing regulation within the Codified Ordinances and was originally part of our local Building Code. This requirement was necessary when the statewide building codes did not have specific signage requirements. Today, the Reynoldsburg Building Division is a certified building department, which means that the requirements of the Ohio Building Code are mandatory. Section 3107 of that code prescribes the regulations for signs, most of which exceed this requirement. The structural regulations of this section are no longer required.

1181.06 GENERAL SIGN REGULATIONS.

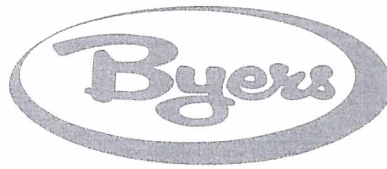
(b) Requirements for all Signs.

(1) All signs shall be properly constructed and maintained to ensure that no safety hazard is created. ~~All signs shall be constructed to withstand a wind pressure of thirty pounds per square foot (30LB/SF).~~ All signs shall be built in conformity with the requirements of the Building Code and the procedures of the Building Division.

Building Department**John Paszke****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST**

DATE: **March 27, 2017****TO:** **Finance Committee****RE:** ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE A 2017
JEEP CHEROKEE 4X4 FOR THE BUILDING DEPARTMENT. (First
Reading 3/13/2017).

Authorize Mayor to enter into contract with Byers Auto, 5887 North Meadows Drive, Grove City, Ohio 43123 to purchase a 2017 Jeep Cherokee 4x4. Request authorization to waive competitive bidding as the list price of \$24,139.00 is off the State Contract bid list, number RS901017.



www.byersauto.com

2/23/2017

City of Reynoldsburg

State contract# RS901017

2017 Jeep Cherokee \$23,314.00

Install Amber LED lights Front/Rear 825.00

Total \$24,139.00

Feel free to contact me with any questions, I appreciate the opportunity to work with you.

Sincerely,

Tom Allen

Fleet Sales Manager

Byers Chevrolet/Byers Ford/Byers Chrysler, Dodge, Jeep, Ram

5887 N. Meadows Dr.

Grove City, Ohio 43123

Direct 614) 782-2738

Fax 614) 782-2720

Mobile 614) 353-8961

PO Box 16513 • Columbus, OH 43216-6513



Attachment: 2017-02 Cherokee Quote (1689 : Vehicle Purchase Building Department)

PRICE SCHEDULEITEM #2AT- SPORT UTILITY VEHICLE (SUV)-MIDSIZE

DELIVERY: 90 DAYS A.R.O. (SEE IV.A.)	INDICATE CITY/STATE OF MANUFACTURER: Toledo, Ohio		
CONTRACTOR: Byers Chrysler Jeep	MFG: Jeep	MODEL: Cherokee	MODEL NUMBER: KLJL74
ITEM ID NO.: 30859	ESTIMATED # OF UNITS: 21	UNIT PRICE: \$ 23,314.00	

ITEM ID NO.	DELIVERY CHARGE	UNIT COST
31119	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor:	\$ 0.40
31126	Minimum Delivery Charge	\$ 50.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
30860	TMP	45-Day Tags	\$ 18.50
30861	PRT	Parts Manual (Paper)	\$ 450.00
30862	SRV	Service Manual (Paper)	\$ 450.00
30863	KEY	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 450.00
30864	N/A	Skid Plate(s)	No Award
30865	EXT	Seat Belt Extender (1 Unit)	\$ 45.00

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice

Any option not specified in the options table on the pricing pages will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price and Additional Option Packages specified by the Bidder, will not be used in the vehicle evaluation.

List standard paint colors: Billet Silver, Bright White, Diamond Black, Lightbrown Stone

SPECIFICATIONS**Sport Utility Vehicle (SUV)-Midsize**

Item Number 2AT

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
Powertrain				
1.	Engine Type (Liter/ Cylinder)	3.0L, V6		
2.	Horsepower (Net HP)	225		
3.	Transmission	Automatic		
4.	Locking Differential	Manufacturer Standard/ See Options		*No
5.	Alternator (amps)	Manufacturer Standard		
6.	Battery (CCA)	Manufacturer Standard		
7.	Cooling System	Heaviest Duty Available		
8.	Alternative Fuel (Type)	Specify		*No
9.	Drivetrain	4WD or AWD		
Exterior				
10.	Body Side Moldings	Manufacturer Standard		
11.	Tires	All Season		
12.	Spare Tire	Compact		
Safety				
13.	Restraint System (Driver & Passenger)	Required		
14.	Supplement Restraint System (Driver & Passenger)	Required		
15.	Power Antilock Brakes (Front and Rear)	Required		
Seating				
16.	Seating Capacity	5		
17.	Front Seat Type	Bucket		
18.	Seat Covering	Cloth		
19.	Floor Covering	Carpet		
Dimensions				
20.	Wheelbase (in.)	106-117		
21.	Fuel Capacity (Gal.)	18		*15.8
22.	Headroom (Front/Rear) (in.)	39/39		*39.4/38.5
23.	Leg Room (Front/Rear) (in.)	40/38		
24.	Hip Room (Front/Rear) (in.)	53/49		
25.	Shoulder Room (Front/Rear) (in.)	55/55		
26.	Passenger Volume (cu. ft.)	99		
27.	Gross Vehicle Weight Rating (GVWR)(lbs.)	5,000-6,500		

*Indicates exceptions listed that have been accepted by the State of Ohio.

SPECIFICATIONS (Cont'd)

Sporty Utility Vehicle (SUV)-Midsize

Item Number 2AT

Line No.	Standard Specification Items	Minimum Requirements	Y/N	EXCEPTIONS:
Accessories:				
28.	Air Conditioning	Required		
29.	Tilt Wheel & Cruise Control	Required		
30.	Power Windows & Door Locks	Required		
31.	Keyed Door Locks	Required		
32.	2 Set of Keys with FOB Enabling Electronic Keyless Entry	Required		
33.	Intermittent Windshield Wipers	Required		
34.	Rear Window Defroster	Required		
35.	Floor Mats	Front/Rear		
36.	Radio	Standard AM/FM		
37.	Exterior Rear View Mirror	Dual		
38.	Rear Cargo Light	Automatic		
Warranty:				
39.	Rust Proofing	Min. Factory Warranty		
40.	Manufacturer Standard	Min. 3 yr./36,000 Mile		
Optional Equipment Items:				
41.	45-Day Tags			
42.	Parts Manual(s)			
43.	Service Manual(s)			
44.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry			
45.	Skid Plate(s)			
46.	Seat Belt Extender			

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **March 27, 2017****TO:** **Safety Committee****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT FOR 2017 FIREWORKS DISPLAY. (Second Reading
3/13/2017).

The amount of \$27,850, which is the same price as 2016, and the funding for the fireworks was included in the 2017 Service Department budget (account #5303- Community Events).
Pyrotecnico is on the approved vendor list and we request that competitive bidding be waived.

REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

THIS CONTRACT AND AGREEMENT, for the sale and display of fireworks made and concluded this _____ day of _____, 2017, by and between **Pyrotecnico** of New Castle, Pennsylvania, and the **City of Reynoldsburg**, a chartered municipal corporation formed under the laws of the State of Ohio, hereinafter referred to as ("City").

WITNESSETH: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties to this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions, and payments of this contract.

1. Pyrotecnico agrees to sell, furnish, and deliver unto City fireworks to be exhibited in accordance with the programs set forth in the "Proposal for City of Reynoldsburg" in which are attached hereto and incorporated by reference into this contract as if fully restated.

2. Said fireworks to be furnished for display on the following date **July 3, 2017**, provided the weather permits a display. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date, the date of **July 4, 2017** will be the "**rain date**" of the event. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said "**rain date**", a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest manner without any deductions whatever from the hereinafter named compensation.

3. If, due to the occurrence of a contingency as described above, with the aforementioned dates it is in Pyrotecnico's professional opinion with a reasonable degree of certainty, impossible or impracticable to present the display at the dates and times specified, Pyrotecnico and the City will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the date following the scheduled exhibition and Pyrotecnico personnel and equipment are required to return to their original point of origin, then the City shall be obligated to pay an additional charge of 15% of the contract price for transportation and travel of material and personnel back to the display site. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the City shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the City shall be returned to the City forthwith, less any and all reasonable expenses incurred by Pyrotecnico in anticipation of presenting such display, including, but not limited to, costs associated with set-up and takedown of equipment, and transportation of materials and Pyrotecnico personnel.

4. Pyrotecnico agrees to furnish unto the City one or more trained (pyrotechnic) personnel to present the said display. The City agrees to procure and furnish a suitable place to display said fireworks, and to secure all applicable police, fire, local, state, and federal governmental permits, licenses, and approvals.

5. The City agrees to indicate that Pyrotecnico is the organization responsible for exhibiting the fireworks on the said date in all advertisements, billings, and public relations materials.

6. The City agrees to furnish to Pyrotecnico ample police and fire protection for the protection of its property and the firing of the exhibition without interference from the public.

7. The City agrees to furnish and set up restraining lines pursuant to the instructions supplied by Pyrotecnico and in compliance to all rules, orders, and regulations of the National Fire Protection Association.

8. The City agrees to furnish adequate protection and security of the exhibition grounds to preclude all individuals other than those authorized by Pyrotecnico from entering the security area. No personal property of any kind, including but not limited to motor vehicles shall be allowed within the "safe zone". Prior to, during, and immediately following the display, the City shall be solely responsible to furnish and set up restraining lines for keeping all persons (except the trained personnel and their designated help) out of the danger area and behind the safety zone lines. This paragraph does not eliminate Pyrotecnico's obligation to provide security at all times, once the fireworks are inside the City or Township.

9. The City agrees to furnish to Pyrotecnico the sum of \$27,850 (the "Contract Price") paid as follows: a. 50% of the Contract Price due upon the signing of the contract; b. the balance of the Contract Price due within ten (10) days of completion of the Fireworks exhibition. The City agrees to pay interest at the rate of 1.5% per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, Pennsylvania 16103. Furthermore, in the event the City fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, the City shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

10. Pyrotecnico agrees to name the City of Reynoldsburg and Truro Township as additional insured on a Ten Million Dollar (\$10,000,000) non-waste liability insurance coverage and supply the City with evidence of said coverage.

11. The City agrees to indemnify Pyrotecnico and hold its shareholders, directors, officers, employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including real and personal) or bodily or personal injuries (including death) whether arising in tort, contract, or otherwise, that occur directly or indirectly from (a) the **gross negligence** or **willful misconduct** of the City or its employees, agents, contractors, or representative, or (b) the failure of the City to comply with its obligations and responsibilities as set forth herein.

12. Pyrotecnico agrees to indemnify the City and hold its employees, officials, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs or experts and attorneys) arising from damage to or destruction of property (including real and

personal) or bodily or personal injuries (including death), whether arising in tort, contract, or otherwise, that occur directly or indirectly from the **gross negligence** or **willful misconduct** of Pyrotecnico or its employees, agents, contractors, or representatives.

13. Pyrotecnico agrees to notify Truro Township Fire Department (TTFD) immediately when the vehicle carrying the fireworks arrives in the City of Reynoldsburg. Pyrotecnico agrees to furnish a 24 hour guard, at their sole cost, with the vehicle during the time it is in the City of Reynoldsburg or Truro Township. Pyrotecnico agrees to inspection of fireworks mortar racks that are encased in wood, if deemed necessary by TTFD, then wood will be replaced with undamaged lumber. Pyrotecnico agrees to secure, fireworks mortar racks and cakes, to the ground according to specification and jurisdictional authority. Pyrotecnico agrees to furnish and employ an electronic firing system. Pyrotecnico agrees to furnish and employ protective clothing required by the Ohio Fire Code and NFPA 1123. Pyrotecnico agrees to furnish a letter to TTFD stating that all mortars to be used for the exhibition are made of approved material, of sufficient strength, length and durability to cause shells to be propelled to a safe altitude as required by Ohio Fire Code and NFPA 1123.

14. Neither party, under any circumstances, shall be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from the other party to this agreement, including, without limitation, loss of income, business or profits.

15. In the event of fire, flood, Acts of God, or other causes beyond the control of Pyrotecnico, which prevents the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

16. The parties agree that in any action on or relating to the contract, that exclusive jurisdiction and venue are hereby vested in the Franklin County Court of Common Pleas, Franklin County, Columbus, Ohio.

17. If any provision of the contract is held to be illegal, invalid or otherwise unenforceable, then (a) the same shall not affect other terms or provisions of this contract and (b) such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19. This contract and the "Proposal for City of Reynoldsburg" constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS THEREOF, the undersigned executed this contract by and through their duly authorized representatives whose names appear below.

City of Reynoldsburg

Pyrotecnico

By _____,

By _____

Bradley L. McCloud, Mayor

Print Name _____

Date _____

Date _____

Witness

Witness

This contract was prepared by and is hereby approved as to form by:

James E. Hood
Reynoldsburg City Attorney

FISCAL OFFICER'S CERTIFICATION

IN TESTIMONY WHEREOF, the said parties hereunto set their hand the day and year first written above. It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$27,850.00 required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the _____ fund free from any other previous encumbrances.

City of Reynoldsburg

Richard Harris, Auditor

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

DATE: March 27, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION
905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN OF
CHAPTER 905 STREETS GENERALLY; AND SECTION 917.02
PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT
OF CHAPTER 917 DRIVEWAYS. (Second Reading 3/13/2017).**

Please see attached document for memo and proposed text amendments.

TO: Members of the City Council

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Public Services Code

DATE: December 15, 2016

Council Members:

In conjunction with a general review of Codified Ordinances, it has come to my attention that there are two incorrect references contained in Part 9 of our Code. In order to make sure that all City ordinances are clear in meaning and easy to use, I am proposing two minor revisions to the following sections:

The first is the reference to another chapter contained in Section 905.03 of the Code. This section was intended to refer to Chapter 919 Trees. The second reference is to the title of a City staff member in Section 917.02. Staff revised the Building Code to refer consistently to the Building Official of the City. This section needs to be revised to be consistent with that code. The section also incorrectly refers to a building permit, when, from the context, it should refer to the driveway permit mentioned throughout the chapter.

Please see the attached exhibit and feel free to contact me with any additional questions.

Respectfully,

Eric Snowden
Planning & Zoning Administrator

CC: Dan Havener,
Bill Sampson
John Paszke

Attachment: 20170123 Part 9 - Incorrect References (1658 : Amendment to Part 9 of the Codified Ordinances)

905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN.

An owner or person having charge of a lot shall maintain the portions of the right-of-way abutting his or her premise(s), including the sidewalk and tree lawn in a manner free of weeds, high grass, trash and consistent with the provisions of the Property Maintenance Code and with Chapter ~~945~~919.

917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT.

The Building ~~Inspector~~Official shall attach a copy of the plans and specifications to each ~~building~~ permit issued ~~by him~~.

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

DATE: **March 27, 2017****TO:****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.04
SPECIFICATIONS, PERMIT FEE OF CHAPTER 913 PRIVATE
ROADWAYS AND SECTION 1127.09 UNDERGROUND ELECTRIC
AND TELEPHONE LINES OF CHAPTER 1127 STANDARDS. (Second
Reading 3/13/2017).

See the attached document for details of proposed text amendment.

913.04 SPECIFICATIONS; PERMIT FEE.

(b) The minimum pavement width for private roadways shall be twenty-six feet and the maximum grade shall be six percent, provided that the minimum grade for private roadways shall be one-half of one percent at the gutter, unless otherwise approved by the ~~Director of Engineering~~City Engineer.

1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES.

(c) The preliminary plan with respect to the subdivision shall be submitted to the ~~Director of Engineering~~ City Engineer and to the electric and telephone utility companies which will provide service to the subdivision for their recommendations with respect to the width and location of easements for electric and telephone distribution cables and related facilities. The recommendations of the City Engineer and such utility companies shall be submitted to the Planning Commission by the owner of the subdivision together with the plat of the subdivision. Prior to signing the plat of the subdivision, the Planning Commission shall determine that adequate easements are provided for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines. The owner of the subdivision shall, at the time the plat of the subdivision is submitted for approval, present such evidence as the Planning Commission deems necessary to ensure that the owner shall makes or has made provision for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines in accordance with this section, adequate for the anticipated needs of the subdivision.

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

DATE: March 27, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE
NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY
AMENDED - 0 E Main St, Reynoldsburg, Ohio, from CC Community
Commerce District to PND Planned Neighborhood Development
District, Applicant, Nicole Boyer. (Second Reading 3/13/2017 Planning
Commission 3/2/2017).**

Rezoning request.



Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Application #: 176120

Permit #: _____

Date Submitted: 12/9/16

Fee Amount: \$850.00

☒ Paid: 1381

PLANNING COMMISSION APPLICATION

II. PROPERTY INFORMATION		
Property Address:		FOR DISTRICT AMENDMENT ONLY
Description of Location: Main Street between Carlyle Drive and Hanson Street		Proposed Zoning: PND
Parcel ID(s): 060-003828-00, 13-030390-00.000		Size of Area to be Rezoned: 14.627 ac
Number of Lots: 2	Present Zoning: CC	Present Use: Vacant Lot
Complete Where Applicable:		Existing Structures: N/A
Engineer/Surveyor: <u>Geographics</u>		
Builder: <u>Wallick Construction</u>		
		Proposed Use: Senior Housing Campus
III. PROPERTY OWNER OF RECORD		
Property Owner Name(s): JOHN C. LUCAS TRUSTEE William C. Davis Trust		Property Owner Address(s): 2 Miranova Place, Suite 700, Columbus, Ohio 43215
IV. APPLICANT INFORMATION		
Applicant Name: Wallick Asset Management attn. Nicole Boyer		
Applicant Address: 6880 Tussing Road, Reynoldsburg, Ohio 43068		
Applicant Phone Number: 614-552-5929		Applicant Email: nboyer@wallick.com
I. PROJECT TYPE		
☒ District Amendment (Rezoning) (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)		
☐ Amendment of Development Plan or Text (\$500)		
☐ Major Site Plan (\$500)		

Applicant Signature: John C. Lucas, Trustee Date: 11-29-16
*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:	Zoning Information	Planning Com. Meeting	City Council Meeting
	☐ Historic District	Date: _____	Date: _____
	☐ CC Overlay	☐ Approved as Submitted	☐ Approved as Submitted
		☐ Approved w/ Conditions	☐ Approved w/ Conditions
		☐ Tabled	☐ Tabled
		☐ Denied	☐ Denied
	Add'l Approvals Req'd	Planning Admin: _____ Date: _____	
	☐ DRB	Clerk of Council: _____ Date: _____	
	☐ BZBA		

Purchase and Sale Agreement

Exhibit B

Legal Description of the Property

9.006 Acres – Franklin County

Situated in the County of Franklin, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve “D” of Ludlow Subdivision, as the same is numbered and delineated upon the recorded plat thereof, in Plat Book 33, pages 72 and 73, Recorder’s Office, Franklin County, Ohio.

Subject to all restrictions, rights-of-way, and easements, if any, of previous record.

Parcel No. 060-003828-00

5.63 Acres – Licking County

Situated in the County of Licking, in the State of Ohio, and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve “A” of GLEN CREST AMENDED SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, pages 176, Recorder’s Office, Licking County, Ohio.

Parcel No. 13-030390-00.000

Proposed Planned Neighborhood Development Application

CURRENT ZONING: (CC) Community Commerce District

PROPOSED ZONING: (PNDD) Planned Neighborhood Development District

EXISTING PROPERTY ADDRESS: East Main Street, between Carlyle and Hanson Street

EXISTING PARCEL ID: 060-00.828-00 (8.992 acres - Franklin County)
13-030390-00.00 (5.635 acres - Licking County)

CURRENT OWNER: William C. Davis Trust

APPLICANT: Wallick Asset Management LLC, as the agent for Owner

DATE OF TEXT: December 6, 2016

CASE NUMBER:

INTRODUCTION:

Wallick Asset Management LLC (the "Applicant"), as the agent for Owner, is seeking consideration for the approval of a proposed development consisting of the construction and operation of a Senior Living Campus (the "Project") that will provide for Independent, Assisted Living, and Daycare facilities on the subject property, as shown on the attached Proposed Site Plan. The existing 14.6-acre parcel (the "Property") is currently undeveloped, and the entire property is zoned as a Community Commerce District (the "CCD"), as defined by the City of Reynoldsburg in the May 2015 Codified Ordinances of Reynoldsburg.

The subject Property is located on the North side of E. Main Street directly between Carlyle Drive to the West and Hanson Street to the East. The Property is surrounded on 3 sides by,

- an AR-3 District to the west,
- an R-4 single and two-family residential district to the north, and
- an R-20 Townhouse district and Community Commerce District to the east.

The Applicant desires to amend the current zoning designation from a CCD to accommodate a Planned Neighborhood Development District (the "PNDD"), which would provide great compatibility with the surrounding residential sites. The proposed development will feature a senior campus that focuses on providing a Continuum of Care Model for residents of the City of Reynoldsburg.

The "Project" will include three (3) key components, each providing their own unique model of housing and services to residents, including:

1. Sub-Area A ("Phase I"):

A 60 unit, one-story, Senior Independent Living Community that will be constructed on approximately 7.9 acres at the western portion of the property and designed to R-20 District standards.

This initial phase of the proposed Project will serve as the catalyst to the entire campus, providing an accessible and enhanced community along the Main Street corridor that will continually enrich the lives of local seniors. The proposed development of Phase I will provide for 60 one-story, residential townhome units

in multiple buildings, constructed in a “row-style” setting. The unit mix is anticipated to consist of 30 one-bedroom units and 30 two-bedroom units.

Additionally, the Project will commit to an age-restricted development, serving only seniors ages 55 years and older, earning moderate incomes. This commitment will be evidenced with a recorded Land Use Restriction Agreement (the “LURA”) on the property for a minimum term of 30 years.

Seniors will enjoy and take pride in living in a warm and friendly neighborhood that embraces the values and vibrancy of the City of Reynoldsburg. To ensure this, both the design and community amenities will offer all of the comforts and safety of home. Open floor plans will maximize the amount of livable space, enabling those who may be downsizing from a larger home to retain their possessions.

Further, to encourage recreational activities and social interaction, amenities will include a separate one-story community building that will not only house the management/leasing office, but will also provide:

- A separate office for the Resident Service Coordinator who will assist the residents in accessing a wide range of programs and services through local non-profits and supportive service agencies.
- A large multi-purpose room that will provide a kitchenette, multiple seating areas, and a TV.
- A computer center which will allow residents to access free WiFi, printing, scanning, and faxing services.
- Laundry Facilities

2. Sub-Area B (“Phase II”):

A three-story, 120 room, 81,000 s.f. Home for the Aged/Residential Care Facility on approximately 4.5 acres at the south eastern portion of the property and designed to AR-3 District standards.

The second phase of the Project would feature a 120 room, Assisted Living Community which will offer personal and assisted living care services to its residents, as defined by the Ohio Administrative Code rules 3701-17 to 3701-17-26 and licensed by Ohio Department of Health.

The proposed development will provide 40 one bedroom suites and 80 studio suites (no kitchens) and will include multiple social destinations, restaurant-style dining and spacious private rooms and bathrooms, all under a single roof. The community will offer health and wellness classes, social activities, healthy flexible meal plan options as well as spiritual and educational opportunities.

3. Sub-Area C (“Phase III”):

A 1-story, 12,000 s.f. Child and Adult Daycare component on approximately 2.2 acres at the northeastern portion of the property and designed to AR-3 District standards.

The third and last phase of the Project will feature a daycare that will serve two populations, children and seniors. The proposed facility will provide daycare for up to 60 seniors and 60 children in separate, but attached, activity, dining, and staff service spaces, as well as separate outdoor spaces. The facility will be designed to accommodate intergenerational activity and will feature opportunities for children and seniors to interact through daily activities such as reading books, arts and crafts, and walks.

While many people are familiar with Daycare for Children, Adult Daycare is a lesser known service that is rapidly increasing as the population continues to age. Adult Daycare facilities provide care and companionship for older adults who need assistance during the day with services such as: exercise, health screenings, meals, physical therapy, education, recreations, socialization, medication management, and transportation.

The proposed intergenerational care model provides services to accommodate households in the City of Reynoldsburg, especially ones where adult children are torn between prioritizing the care of their young children and their aging parents. The proposed Daycare will feature adult care programs (as outlined above) as well as child-care programs in one center; providing the adult children with opportunities to ensure that all family members are cared for while they are working or doing other daily tasks.

Site Plan and Lot Split Approval:

This proposed development requires approval of the Site Plan and the lot splits of the Property. The lot splits will divide the property into the three different sub-areas outlined above. This procedure will occur after the final Site Plan is approved by the City.

The Applicant has met with the City Planner to discuss the proposed development of the Property, the applicable requirements and materials, the qualifying conditions, the review procedures, and the proposed development concept. The Applicant is submitting this application for consideration and approval.

SECTION 1183.01 – PURPOSE OF THE PNDD:

The proposed development on the Property will achieve the following purposes of a PNDD as outlined under Section 1183.01 of the City of Reynoldsburg Code:

1. Encourage creative, high quality site design practices in the development of residential areas.
The proposed development: (a) provides an opportunity to develop a vacant piece of land in close proximity to community services and amenities; (b) will provide a needed mix of senior housing and services for such seniors to allow existing residents to remain in the City of Reynoldsburg community; and (c) will provide jobs and tax base to the community through the creation of a new assisted living facility.
2. Encourage the creation and preservation of attractive and useful open spaces.
The proposed development will achieve these elements by enhancing the connectivity of preserved open space within the development and the adjacent public sidewalks. All internal open green space will be connected through walking paths including a new health and wellness path around the pond.

The assisted living facility will be adjacent to the senior independent living community to allow all residents the benefit of these enhancements on the site. In addition, educational and social programs will be developed to encourage resident participation both onsite and throughout the community and to provide the residents with access to other business and services throughout the City of Reynoldsburg.

3. Promote compatibility with, and complement existing developments and protect adjoining properties from adverse impacts.

The proposed development will, (a) develop a senior housing community on a vacant parcel of land by creating a campus that will allow residents to age-in-place and remain in the City of Reynoldsburg community; (b) encourage a mix of housing types and income levels on the same site; (c) create the availability and security needed (and expected) for the senior population of the City of Reynoldsburg community. The Project is compatible with, and will complement, the surrounding resident uses. The senior housing campus will provide new development without creating new traffic or noise disruptions for the existing neighborhood.

4. Promote safe and efficient pedestrian, bicycle, and vehicular movement.
Pursuant to the Site Plan, private roads will provide access to the interior of the site with curb cuts and access points being located off of secondary roads. The development will feature internal walking paths that will be connected to public sidewalks to encourage pedestrian and bicycle movement.

5. Promote efficient layout of infrastructure.

By redeveloping a landlocked and otherwise unusable section of a property for an expansion of the existing senior housing community in the City of Hilliard, the proposed development will create a campus that will allow residents to age-in-place and remain active in the City of Hilliard Community.

SECTION 1183.02(a)(5) – CURRENT ZONING DISTRICT AND USE OF THE SUBJECT PROPERTY:

The existing 14.6-acre parcel (the “Property”) is currently undeveloped, and the entire property is zoned as a CC - Community Commerce District.

SECTION 1183.02(a)(7) –COMPATIBILITY OF THE PROPOSED DEVELOPMENT:

The subject property is located on the North side of E. Main Street directly between Carlyle Drive to the West and Hanson Street to the East. Additionally, the property is also located in the Commercial Overlay District, as identified by the City of Reynoldsburg. The property is surrounded on 3 sides by (i) an AR-3 District to the West, (ii) an R-4 single and two-family residential district to the North, and (iii) an R-20 Townhouse district and Community Commerce District to the East.

Enhancing the development pattern along the Main Street corridor will help to maintain a high-quality community for residents and businesses, and create an environment to attract and support future economic development. Using this philosophy, the entire site was designed with three main principles:

- Enhance pedestrian mobility
- Accommodate multiple transportation options, and
- Improve landscaping and building appearance

To accomplish these objectives, the proposed development is designed to AR-3 and R-20 townhouse district standards. Using these standards, the development is able to achieve the following objectives:

1. Compatibility with existing uses of adjacent lots:

The use of the Project complements the surrounding neighborhood and the building architecture of the proposed development will be designed in a manner that will not only be compatible with, but will also complement the surrounding residential uses. The Project will include three (3) key components, each providing the own unique model of housing and services to residents, including:

- Sub-Area ‘A’, or Phase I, describes the independent senior living facility,
- Sub-Area ‘B’, or Phase II, describes the assisted living residential care facility, and
- Sub-Area ‘C’, or Phase III, describes the daycare facility

The existing uses of the adjacent lots are primarily residential in nature and include,

- a senior community to east,
- a single family and duplex homes to the north and east,
- a small office to the east, and
- a cemetery to the south

The proposed PNDD will not result in a significant adverse effect upon nearby properties. Instead, the proposed development will provide the City of Reynoldsburg, and its senior residents, with a new senior housing option that is economically affordable and located in a close, safe, modern and easily accessible location.

Additional benefits will be realized through the following objectives:

- Establish, and reinforce pedestrian orientation.
- Implement appropriate building and parking setback standards that accommodate the proposed development and establish continuity and consistency along the corridors.
- Provide the City with a new development that features landscaping, facade transparency, rear parking lots, user-friendly access, and appropriately scaled lighting and signage.

As evidenced in the provided impact calculation worksheets, the Project will have minimal impact on neighborhood traffic circulation and infrastructure. Private roads will provide access to the interior of the site with curb cuts and access points being located off of secondary roads. The development will feature internal walking paths that will be connected to public sidewalks to encourage pedestrian and bicycle movement.

Architecturally, sloped roofs and residential materials, including a mix of brick and vinyl horizontal, shake, and vertical siding, will provide a residential quality that will be reflective of the surrounding neighborhoods. Materials, lighting, and site work will enhance the property and seamlessly tie into the existing community. In addition, the Project will feature internal pathways to allow for resident circulation on-site as well as provide connectors to allow access to the multipurpose trail. All landscaping will meet the requirements as outlined in Chapter 1180 of the zoning code, and 15' landscape buffers will be provided as required. The details of the proposed modifications are further outlined in Section 1183.02(a)(9).

2. Compatibility with zoning districts of adjacent lots:

The proposed development contemplates expanding the senior housing options within the City of Reynoldsburg. The Property is bounded by a mixture of residential and commercial zoning districts including:

- AR-3 to the west
- R-4 to the north
- R-20 and CC to the east, and
- CC and S-1 to the south

The proposed PNDD will feature three sub-areas with AR-3 and R-20 Residential District Overlays to complement the existing uses and zoning of the adjacent lots.

3. Compatibility with the Land Use Plan and other plans of the City:

The PNDD zoning is not being used as a means to circumvent conventional zoning requirements, but rather as an opportunity to create a development that balances the residential neighborhoods and uses that are adjacent to the subject Property.

The Property is currently zoned as Community Commerce District (CC) and is on the eastern edge of the City Community Commercial Overlay district. A requested PNDD zoning will allow the Property owner to expand the senior living options in the City of Reynoldsburg by providing a campus that will offer independent and assisted living housing within the community. The proposed daycare will provide much needed services to the community as well as to the employees of the proposed development. The proposed zoning will provide an opportunity to increase the senior housing density through infill development of a vacant section of land in close proximity to proposed to community amenities.

The construction of this facility will help the city achieve the goals of the Franklin County Consolidated Plan by providing new senior housing and services through sustainable development of the community without

requiring the infusion of the City's limited resources. Once the Project is fully operational, the facility will provide new employment opportunities within the City.

SECTION 1183.02(a)(8) – STATEMENT OF BENEFITS:

The proposed development will achieve recognizable and substantial benefits. The following benefits will accrue to the City of Reynoldsburg community as a result of the proposed PNDD,

1. A complementary mix of land uses or housing types:

The proposed development will expand of the existing senior housing community by creating a campus that will allow residents to age-in-place and remain active in the City of Reynoldsburg Community. The Independent Living community will provide a new community for residents that are 55 years or older, as defined by a Restrictive Covenant and Use Agreement that will be recorded on the site.

The Residential Care Assisted Living facility will be marketed at a competitive price point that is lower than the comparable facilities in the community and will provide an economic housing option within the market. The new buildings will complement the existing homes that are adjacent to the property and will provide a mix of available housing types within the community. The plan also connects the open spaces within the developable area for internal use by the residents.

2. Preservation of common open space beyond the minimum required:

The proposed Site Plan provides more open common space than required by the Code. The Site Plan includes adding trees to the Project and improving the current storm water quality and site drainage by creating a detention pond and removing the low areas that do not drain.

3. Connectivity of preserved open space with adjacent open space and landscaping:

As depicted on the site plans, the open green space within the developable area shall be connected through walking paths including a health and wellness path around the pond for internal use by the residents. The plan connects to the public sidewalk that runs along the west and east edges of the property. The new development will feature improved landscaping that meets the minimum requirements as outlined by the City.

4. Coordinated development of vacant parcels:

This proposed PNDD will permit a new senior living campus on vacant parcels of land on a main corridor within the City of Reynoldsburg. The proposed independent living community, assisted living community, and daycare complement the adjacent residential use.

The proposed Site Plan allows for the maximum economic benefit for the Property while streamlining costs to the City, as building a new facility elsewhere would require greater expense on infrastructure, such as utilities and access roads.

SECTION 1183.02(a)(9):**Addressing each of the provisions set forth in 1183.04 Use Regulations and Development Standards.**

Development Standards	Required / Allowed	Proposed	Variance (Yes / No)
Permitted Use in Planned Neighborhood Development District 1183.04(a):	Single family dwelling; two-family dwelling; multiple family dwellings; public uses, semi-public uses, public service facility; accessory use, essential services; residential care facilities; non-commercial recreational uses.	Sub-area A: Multiple Family Dwellings (Independent Living) (R-20) Sub-area B: Residential Care Facility (AR-3) Sub-area C: Adult Daycare (RCF), Child Daycare (Semi-Public Use) (AR-3)	No
Max. Density of Dwelling Units 1183.04(b)	Shall not exceed 5 units per acre in the district and not 10 units per acre in any part of the district.	Sub-area A: 7.6 D.U. per acre Sub-area B: N/A* Sub-area C: N/A Total District: 4.1 D.U. per acre	No
Front Setback 1176.06 (a)	Major Arterial: 40 feet (E. Main St.)	Sub-area A: 40 feet Sub-area B: 50 feet Sub-area C: N/A	No
Side and Rear (Non-dwelling Uses Abutting Residential Districts 1175.08 (a)(b)	Semi-Public: 100 feet *Exception: Reduce to 50% if acceptable landscaping and screening are provided as approved by Design Review Board. (<i>fence or 15 feet landscape screening as req.</i>)	Sub-area A: N/A Sub-area B: N/A Sub-area C: 50 feet with 15 feet Landscape screening (<i>as required</i>)	No
Rear Yard - Table 1176.03	AR-3: 35 feet	Sub-area A: 35 feet Sub-area B: N/A (corner lot) Sub-area C: N/A (see above)	No
Side Yard – Table 1176.03	AR-3: 20 feet, Min. sum of side yards: 40 feet.	Sub-area A: 20 feet Sub-area B: 260 feet Sub-area C: 330 feet/62 feet	No
Lot Area per Dwelling – Table 1176.03	R-20: 2,000 square feet (Sub-area A) (2.75 acres required for 60 units)	Sub-area A: 7.9 acres provided Sub-area B: N/A * Sub-area C: N/A	No
Building Height – Table 1176.03	R20: 2.5 story, 35 feet (Sub-area A) AR-3: 3 story, 40 feet (Sub-area B,C)	Sub-area A: 1-story, 13 feet, 8 inches Sub-area B: 3-story, 37 feet, 8 inches Sub-area C: 1-story, 19 feet	No
Maximum Lot Coverage by building and Decks – Table 1176.03	R-20: 60% (Sub-area A) AR-3: 15% (Sub-area B,C)	Sub-area A: 17% Sub-area B: 14.2% Sub-area C: 13.7%	No
Floor Area Requirements for Dwellings – Table 1175.04	R-20: One bedroom – 700 square feet (sf) Two Bedroom – 700 square feet (sf)	Sub-area A: One Bedroom - 790 sf Two Bedroom – 940 sf Sub-area B: N/A* Sub-area C: N/A	No

Parking – Table 1179	Independent Living (Sub-area A): 1 per unit plus 1 per 5 units for visitors – 72 spaces Req'd. Residential Care Facility (Sub-area B): 1 per 8 beds plus 1 per employee based on largest shift – Approx. 35 spaces req'd. Adult Day Care: 1 per employee on largest shift plus 10 for visitors – approx. 20 req'd. Child Daycare: Determined by BZBA but not less than 1 per classroom – approx.. 4 req'd.	Sub-area A: 94 Spaces Sub-area B: 60 spaces Sub-area C: 24 spaces	No
----------------------	---	--	----

Special Provisions

Townhouse Front Yard Parking 1187.05(a)(1)	Sub-area A: Front Yard: 38 feet Rear Yard: 20' Side Yard: 6'	Sub-area A: Front Yard: 38' Rear Yard: 20' Min. Side Yard: 15' Min.	No
Townhouse Number of Units 1187.05(b)(1)	Sub-area A: Max. 8 dwellings in each row of townhouses.	Sub-area A: Max. 8 dwellings in each row of townhouses	No
Building Massing - 1187.06 (b)	AR Districts – Max. number of dwelling per building: 4	Sub-area B: N/A * Sub-area C: N/A	No
Open Space 1187.06(d)	Commons space shall be 30% of the lot or parcel.	Sub-area A: Approx. 52% open space Sub-area B: Approx. 56% open space Sub-area C: Approx. 54% open space Total District: Approx 54%	No

** Per Chapter 1131 (Dwelling), the rooms provided are not being considered dwelling units as they do not include provisions for cooking, and are part of a Home for the Aged as defined in Dwelling (g)*

SECTION 1183.02(a)(10) – OWNERSHIP and CONTROL:

William C. Davis Trust is the current owner of the Property. If the proposed development is approved, the property will be sold to a single purpose entity that is an affiliate of Wallick Asset Management LLC, (the “Applicant”). Affiliates of the Applicant will develop, construct, and manage the development.

SECTION 1183.02(a)(11) - PROPOSED DEVELOPMENT SCHEDULE AND ANTICIPATED DATES:

Subject to timely approvals and obtaining financing as anticipated, development could be completed in three phases; the first of which commencing in the Spring of 2018 and the subsequent phases to commence in a rolling 3-year period.

- Sub-area A (Phase I):
60-unit Senior Independent Living; Construction commence Spring of 2018 with a 12 to 14-month duration.
- Sub-area B (Phase II):
120 Room Residential Care Facility; Construction commence Spring of 2019 with a 14 to 16-month duration.
- Sub-area C (Phase III):
12,000 s.f Daycare Facility; Construction commence Spring of 2020 with a 12 -month duration.

INTENDED AGREEMENTS, PROVISIONS AND COVENANTS TO GOVERN THE USE OF THE DEVELOPMENT, APPROVAL OF BUILDING MATERIALS AND ARCHITECTURAL STYLES AND ANY COMMON OPEN SPACE AREAS TO BE PRESERVED.

If the Site Plan is approved, the owner of the Property will enter into the necessary easements and agreements, to be recorded against the property records, to reflect the following and to be based upon the needs of the proposed development.

Zoning Text – Planned Neighborhood Development District

CURRENT ZONING: (CC) Community Commerce District

PROPOSED ZONING: (PNDD) Planned Neighborhood Development District

EXISTING PROPERTY ADDRESS: East Main Street, between Carlyle and Hanson Street

EXISTING PARCEL ID: 060-00.828-00 (8.992 acres - Franklin County)
13-030390-00.00 (5.635 acres - Licking County)

CURRENT OWNER: William C. Davis Trust

APPLICANT: Wallick Asset Management LLC, as the agent for Owner

DATE OF TEXT: December 6, 2016

CASE NUMBER:

INTRODUCTION:

Wallick Asset Management LLC (the "Applicant"), as the agent for Owner, is seeking consideration for the approval of a proposed development consisting of the construction and operation of a Senior Living Campus (the "Project") that will provide for Independent, Assisted Living, and Daycare facilities on the subject property, as shown on the attached Proposed Site Plan. The existing 14.6-acre parcel (the "Property") is currently undeveloped, and the entire property is zoned as a Community Commerce District (the "CCD"), as defined by the City of Reynoldsburg in the May 2015 Codified Ordinances of Reynoldsburg.

The subject Property is located on the North side of E. Main Street directly between Carlyle Drive to the West and Hanson Street to the East. The Property is surrounded on 3 sides by,

- an AR-3 District to the west,
- an R-4 single and two-family residential district to the north, and
- an R-20 Townhouse district and Community Commerce District to the east.

The Applicant desires to amend the current zoning designation from a CCD to accommodate a Planned Neighborhood Development District (the "PNDD"), which would provide great compatibility with the surrounding residential sites. The proposed development will feature a senior campus that focuses on providing a Continuum of Care Model for residents of the City of Reynoldsburg.

The "Project" will include three (3) key components, each providing their own unique model of housing and services to residents, including:

1. Sub-Area A ("Phase I"):

A 60 unit, one-story, Senior Independent Living Community that will be constructed on approximately 7.9 acres at the western portion of the property and designed to R-20 District standards.

This initial phase of the proposed Project will serve as the catalyst to the entire campus, providing an accessible and enhanced community along the Main Street corridor that will continually enrich the lives of local seniors. The proposed development of Phase I will provide for 60 one-story, residential townhome units

in multiple buildings, constructed in a “row-style” setting. The unit mix is anticipated to consist of 30 one-bedroom units and 30 two-bedroom units.

Additionally, the Project will commit to an age-restricted development, serving only seniors ages 55 years and older, earning moderate incomes. This commitment will be evidenced with a recorded Land Use Restriction Agreement (the “LURA”) on the property for a minimum term of 30 years.

Seniors will enjoy and take pride in living in a warm and friendly neighborhood that embraces the values and vibrancy of the City of Reynoldsburg. To ensure this, both the design and community amenities will offer all of the comforts and safety of home. Open floor plans will maximize the amount of livable space, enabling those who may be downsizing from a larger home to retain their possessions.

Further, to encourage recreational activities and social interaction, amenities will include a separate one-story community building that will not only house the management/leasing office, but will also provide:

- A separate office for the Resident Service Coordinator who will assist the residents in accessing a wide range of programs and services through local non-profits and supportive service agencies.
- A large multi-purpose room that will provide a kitchenette, multiple seating areas, and a TV.
- A computer center which will allow residents to access free WiFi, printing, scanning, and faxing services.
- Laundry Facilities

2. Sub-Area B (“Phase II”):

A three-story, 120 room, 81,000 s.f. Home for the Aged/Residential Care Facility on approximately 4.5 acres at the south eastern portion of the property and designed to AR-3 District standards.

The second phase of the Project would feature a 120 room, Assisted Living Community which will offer personal and assisted living care services to its residents, as defined by the Ohio Administrative Code rules 3701-17 to 3701-17-26 and licensed by Ohio Department of Health.

The proposed development will provide 40 one bedroom suites and 80 studio suites (no kitchens) and will include multiple social destinations, restaurant-style dining and spacious private rooms and bathrooms, all under a single roof. The community will offer health and wellness classes, social activities, healthy flexible meal plan options as well as spiritual and educational opportunities.

3. Sub-Area C (“Phase III”):

A 1-story, 12,000 s.f. Child and Adult Daycare component on approximately 2.2 acres at the northeastern portion of the property and designed to AR-3 District standards.

The third and last phase of the Project will feature a daycare that will serve two populations, children and seniors. The proposed facility will provide daycare for up to 60 seniors and 60 children in separate, but attached, activity, dining, and staff service spaces, as well as separate outdoor spaces. The facility will be designed to accommodate intergenerational activity and will feature opportunities for children and seniors to interact through daily activities such as reading books, arts and crafts, and walks.

While many people are familiar with Daycare for Children, Adult Daycare is a lesser known service that is rapidly increasing as the population continues to age. Adult Daycare facilities provide care and companionship for older adults who need assistance during the day with services such as: exercise, health screenings, meals, physical therapy, education, recreations, socialization, medication management, and transportation.

The proposed intergenerational care model provides services to accommodate households in the City of Reynoldsburg, especially ones where adult children are torn between prioritizing the care of their young children and their aging parents. The proposed Daycare will feature adult care programs (as outlined above) as well as child-care programs in one center; providing the adult children with opportunities to ensure that all family members are cared for while they are working or doing other daily tasks.

Site Plan and Lot Split Approval:

This proposed development requires approval of the Site Plan and the lot splits of the Property. The lot splits will divide the property into the three different sub-areas outlined above. This procedure will occur after the final Site Plan is approved by the City.

The Applicant has met with the City Planner to discuss the proposed development of the Property, the applicable requirements and materials, the qualifying conditions, the review procedures, and the proposed development concept. The Applicant is submitting this application for consideration and approval.

PROPOSED CHARACTER OF THE PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT

The proposed development contemplates expanding the senior housing options within the City of Reynoldsburg. All buildings are designed to complement the surrounding architecture. Sloped roofs and residential materials, including a mix of brick and vinyl horizontal, shake, and vertical siding, will provide a residential quality that will enhance the adjacent residential neighborhoods. All landscaping will meet the requirements as outlined in Chapter 1180 of the zoning code. The details of the proposed modifications are outlined below. Parcel 'A' describes the existing independent senior living facility, Parcel 'B' describes the planned residential care facility, and Parcel 'C' describes the daycare facility.

ZONING SUMMARY

Development Standards	Required / Allowed	Proposed	Variance (Yes / No)
Permitted Use in Planned Neighborhood Development District 1183.04(a):	Single family dwelling; two-family dwelling; multiple family dwellings; public uses, semi-public uses, public service facility; accessory use, essential services; residential care facilities; non-commercial recreational uses.	Sub-area A: Multiple Family Dwellings (Independent Living) (R-20) Sub-area B: Residential Care Facility (AR-3) Sub-area C: Adult Daycare (RCF), Child Daycare (Semi-Public Use) (AR-3)	No
Max. Density of Dwelling Units 1183.04(b)	Shall not exceed 5 units per acre in the district and not 10 units per acre in any part of the district.	Sub-area A: 7.6 D.U. per acre Sub-area B: N/A* Sub-area C: N/A Total District: 4.1 D.U. per acre	No
Front Setback 1176.06 (a)	Major Arterial: 40 feet (E. Main St.)	Sub-area A: 40 feet Sub-area B: 50 feet Sub-area C: N/A	No
Side and Rear (Non-dwelling Uses Abutting Residential Districts 1175.08 (a)(b)	Semi-Public: 100 feet *Exception: Reduce to 50% if acceptable landscaping and screening are provided as approved by Design Review Board. (<i>fence or 15 feet landscape screening as req.</i>)	Sub-area A: N/A Sub-area B: N/A Sub-area C: 50 feet with 15 feet Landscape screening (<i>as required</i>)	No

Rear Yard - Table 1176.03	AR-3: 35 feet	Sub-area A: 35 feet Sub-area B: N/A (corner lot) Sub-area C: N/A (see above)	No
Side Yard – Table 1176.03	AR-3: 20 feet, Min. sum of side yards: 40 feet.	Sub-area A: 20 feet Sub-area B: 260 feet Sub-area C: 330 feet/62 feet	No
Lot Area per Dwelling – Table 1176.03	R-20: 2,000 square feet (Sub-area A) (2.75 acres required for 60 units)	Sub-area A: 7.9 acres provided Sub-area B: N/A * Sub-area C: N/A	No
Building Height – Table 1176.03	R20: 2.5 story, 35 feet (Sub-area A) AR-3: 3 story, 40 feet (Sub-area B,C)	Sub-area A: 1-story, 13 feet, 8 inches Sub-area B: 3-story, 37 feet, 8 inches Sub-area C: 1-story, 19 feet	No
Maximum Lot Coverage by building and Decks – Table 1176.03	R-20: 60% (Sub-area A) AR-3: 15% (Sub-area B,C)	Sub-area A: 17% Sub-area B: 14.2% Sub-area C: 13.7%	No
Floor Area Requirements for Dwellings – Table 1175.04	R-20: One bedroom – 700 square feet (sf) Two Bedroom – 700 square feet (sf)	Sub-area A: One Bedroom - 790 sf Two Bedroom – 940 sf Sub-area B: N/A* Sub-area C: N/A	No
Parking – Table 1179	Independent Living (Sub-area A): 1 per unit plus 1 per 5 units for visitors – 72 spaces Req'd. Residential Care Facility (Sub-area B): 1 per 8 beds plus 1 per employee based on largest shift – Approx. 35 spaces req'd. Adult Day Care: 1 per employee on largest shift plus 10 for visitors – approx. 20 req'd. Child Daycare: Determined by BZBA but not less than 1 per classroom – approx.. 4 req'd.	Sub-area A: 94 Spaces Sub-area B: 60 spaces Sub-area C: 24 spaces	No

Special Provisions

Townhouse Front Yard Parking 1187.05(a)(1)	Sub-area A: Front Yard: 38 feet Rear Yard: 20' Side Yard: 6'	Sub-area A: Front Yard: 38' Rear Yard: 20' Min. Side Yard: 15' Min.	No
Townhouse Number of Units 1187.05(b)(1)	Sub-area A: Max. 8 dwellings in each row of townhouses.	Sub-area A: Max. 8 dwellings in each row of townhouses	No
Building Massing - 1187.06 (b)	AR Districts – Max. number of dwelling per building: 4	Sub-area B: N/A * Sub-area C: N/A	No

Open Space 1187.06(d)	Commons space shall be 30% of the lot or parcel.	Sub-area A: Approx. 52% open space Sub-area B: Approx. 56% open space Sub-area C: Approx. 54% open space Total District: Approx 54%	No
-----------------------	--	--	----

** Per Chapter 1131 (Dwelling), the rooms provided are not being considered dwelling units as they do not include provisions for cooking, and are part of a Home for the Aged as defined in Dwelling (g)*

OWNERSHIP and CONTROL:

William C. Davis Trust is the current owner of the Property. If the proposed development is approved, the property will be sold to a single purpose entity that is an affiliate of Wallick Asset Management LLC, (the "Applicant"). Affiliates of the Applicant will develop, construct, and manage the development.

PROPOSED DEVELOPMENT SCHEDULE AND ANTICIPATED DATES:

Subject to timely approvals and obtaining financing as anticipated, development could be completed in three phases; the first of which commencing in the Spring of 2018 and the subsequent phases to commence in a rolling 3-year period.

- Sub-area A (Phase I):
60-unit Senior Independent Living; Construction commence Spring of 2018 with a 12 to 14-month duration.
- Sub-area B (Phase II):
120 Room Residential Care Facility; Construction commence Spring of 2019 with a 14 to 16-month duration.
- Sub-area C (Phase III):
12,000 s.f Daycare Facility; Construction commence Spring of 2020 with a 12 -month duration.

INTENDED AGREEMENTS, PROVISIONS AND COVENANTS TO GOVERN THE USE OF THE DEVELOPMENT, APPROVAL OF BUILDING MATERIALS AND ARCHITECTURAL STYLES AND ANY COMMON OPEN SPACE AREAS TO BE PRESERVED.

If the Site Plan is approved, the owner of the Property will enter into the necessary easements and agreements, to be recorded against the property records, to reflect the following and to be based upon the needs of the proposed development.

Parcel Number	Property Owner	Attention of:	Street Number	Street Name	City	State	Zip
Franklin County							
060-003455	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003454	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003453	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003452	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003451	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003450	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003449	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003448	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003447	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003446	Freddie J. Firebaugh		1151	Crestview Street	Reynoldsburg	OH	43068
060-003445	Andrew Stacy		1390	Carlyle Drive	Reynoldsburg	OH	43068
060-003444	Maplewood Properties			P.O. Box 329	Etna	OH	43018
060-003829	John C Lucas Trust	Corelogic Commercial	1500	Solona Blvd. Bldg 1	Roanoke	TX	76262
060-006070	John C Lucas Trust	Corelogic Commercial	1500	Solona Blvd. Bldg 1	Roanoke	TX	76262
060-001087	Glen Rest Memorial		8029	E Main Street	Reynoldsburg	OH	43068
060-001088	Glen Rest Memorial		8029	E Main Street	Reynoldsburg	OH	43068
Licking County							
013-030390	John C Lucas Succesor Trustee		2	Miranova Pl	Columbus	OH	43215
013-031062	Susan Keifer		8143	Goldsmith Drive	Reynoldsburg	OH	43068

Geo-Graphics, Inc.
Land Surveying & Civil Engineering

George W. Schweitzer, PS, PE
 President

3331 Livingston Avenue
 Columbus, Ohio 43227

December 8, 2016

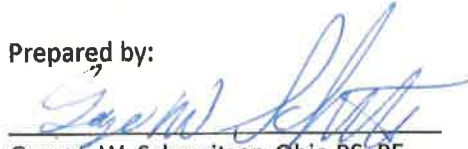
FACILITIES DEMAND WORKSHEET

1. Water			
Phase I	60 townhomes at 320 gpd / unit	=	19200 gpd
Phase II	120 room assisted living units 30 employees		
	120 residents at 220 gpd	=	26400 gpd
	30 non-resident employees at 60 gpd	=	1800 gpd
		=	28200 gpd
Phase III	12000 sf adult/child daycare		
	240 attendees at 30 gpd	=	7200 gpd
	40 employees at 60 gpd	=	2400 gpd
	40 visitors at 20 gpd	=	800 gpd
		=	10400 gpd
TOTAL for all three Phases			= 57800 gpd

Pressure requirements 60-80 psi

2. Sanitary Sewer			
Phase I	60 townhomes at 300 gpd / unit	=	18000 gpd
Phase II	120 room assisted living units 30 employees		
	120 residents at 200 gpd	=	24000 gpd
	30 employees at 55 gpd	=	1650 gpd
		=	25650 gpd
Phase III	12000 sf adult/child daycare		
	240 attendees at 25 gpd	=	6000 gpd
	40 employees at 55 gpd	=	2200 gpd
	40 visitors at 15 gpd	=	600 gpd
		=	8800 gpd
TOTAL for all three Phases			= 52450 gpd

Prepared by:


 George W. Schweitzer, Ohio PS, PE
 Geo-Graphics, Inc., President



N:\2016\16126\Facilities worksheet.docx



December 7, 2016

Mr. George Schweitzer, PE, PS
Geo-Graphics, Inc.
3331 Livingston Avenue
Columbus, OH 43227

Re: Reynoldsburg Senior Housing
City of Reynoldsburg, Franklin County, Ohio

Dear George:

Please consider this letter a summary of the trip generation for the subject development that will need to be incorporated into the City of Reynoldsburg's Facilities Demand Worksheet. The City will likely need to see the background to the traffic numbers in the Facilities Demand Worksheet, so please forward it to them when you submit.

BACKGROUND

The subject site is proposed to be developed with senior housing land uses and is located on the north side of Main Street (US 40) between Carlyle Drive and Hanson Street. The proposed site does not have direct access to Main Street (US 40). The City of Reynoldsburg's Development Handbook contains a Facilities Demand Worksheet that has a section related to traffic that is used to determine what type of traffic study, if any, needs to be performed.

The site is proposed to be developed in three phases. Phase 1 is to include 60 townhomes that are restricted to senior adults. Phase 2 adds 120 rooms of assisted living. Phase 3 will include a 12,000 SF adult/child day care.

TRIP GENERATION ANALYSIS

In traffic engineering, the accepted method for computing trip generation is utilizing data from the *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). The land uses "Senior Adult Housing-Attached" (ITE Code #252), "Assisted Living" (ITE Code #254), and "Day Care Center" (ITE Code #565) were used to represent the site. Note that the "Day Care Center" in the *Trip Generation Manual* is specific to pre-school age children. There is not data available in the *Trip Generation Manual* for an adult daycare.

Tables 1 and 2 which are attached show a summary of the weekday trip generation calculations for the land uses which includes both the peak hour of the adjacent street and the peak hour of the generator. Note that the *Trip Generation Manual, 9th Edition* does not have any data for the directional distribution (entering and exiting) for "Senior Adult Housing-Attached" for the peak hour of the generator. Therefore, the directional distribution (entering and exiting) given for "Senior Adult Housing-Attached" (ITE Code #252) peak hour of adjacent street was applied. Since there are three land uses, the peak hour of the

Reynoldsburg Senior Housing Traffic Analysis
City of Reynoldsburg, Franklin County, Ohio

Smart Services, Inc.
12/07/2016

generator likely does not occur in the same hour for all land uses so totaling the trips is likely not an appropriate representation.

Referencing the tables, the input to Section 3b of the Facilities Demand Worksheet would be as follows:

1408 ADT

	Generator Peak	Adjacent Street Peak	Peak Hour
Phases 1,2,3	* AM	<u>173</u> AM	<u>173</u> AM
	* PM	<u>186</u> PM	<u>186</u> PM
Phases 1&2	* AM	<u>27</u> AM	<u>27</u> AM
	* PM	<u>38</u> PM	<u>38</u> PM

*=Since there are three land uses on the site, the peak hour generator likely does not occur in the same hour for all land uses so totaling the trips is likely not an appropriate representation.

CONCLUSIONS

Since traffic studies are typically performed for the peak hour of adjacent street and there is not sufficient information to determine the hours of the peak hour generator, the conclusions are based on the adjacent street peak data which occurs within a two hour window in each peak hour.

Based on the trip generation calculations, the proposed development will generate 186 trips during the peak hour of adjacent street after all phases have been constructed. However, under 50 trips (38 trips) will be generated after phases 1 & 2 are complete. For full development of the site, an access study will be required in accordance to Sections 3c and 3d of the Facilities Demand Worksheet. The definition of a traffic access study provided in Section 3ai states that an access study is to be used for projects generating 50-200 trips. The projected trips for the proposed expansion does not fall into this range until the third phase have been constructed.

Please let me know if you have any questions. Thank you.

Sincerely,
SMART SERVICES, INC.



Registered Engineer No. E-64507, Ohio
Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

12-07-2016
Date



Submitted: One electronic copy (PDF format) via e-mail





Traffic Study Subarea	Land Use	Time of Day	Data Set from: Trip Generation Manual, 9th Edition (Unless noted Otherwise)	Override with Average	Regression Equation from: Trip Generation Manual 9th Edition	Entering		Exiting	
						%	Total Trips	%	Total Trips
Phase 1	Senior Adult Housing-Attached (ITE Code #252) Ind. Variable (X) = 60 Occupied Dwelling Units	Daily	Weekday	☐	$T=2.98(X)^{.75}+1.05$	50%	100	50%	100
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	$T=0.20(X)^{.75}+1.66$	35%	4	65%	6
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	$T=0.24(X)^{.75}+2.11$	60%	7	40%	5
				☐					
Phase 2	Assisted Living (ITE Code #254) Ind. Variable (X) = 120 Beds	Daily	Weekday	☐	Average Rate= 2.66	50%	160	50%	159
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 0.14	65%	11	35%	6
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 0.22	44%	11	56%	15
				☐					
Phase 3	Day Care Center (ITE Code #565) Ind. Variable (X) = 12 1000 SF Gross Floor Area	Daily	Weekday	☐	Average Rate= 74.06	50%	445	50%	444
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 12.18	53%	77	47%	69
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 12.34	47%	70	53%	78
				☐					
TOTALS		Daily AM Peak PM Peak			☐				
					1408	705	703		
					173	92	81		

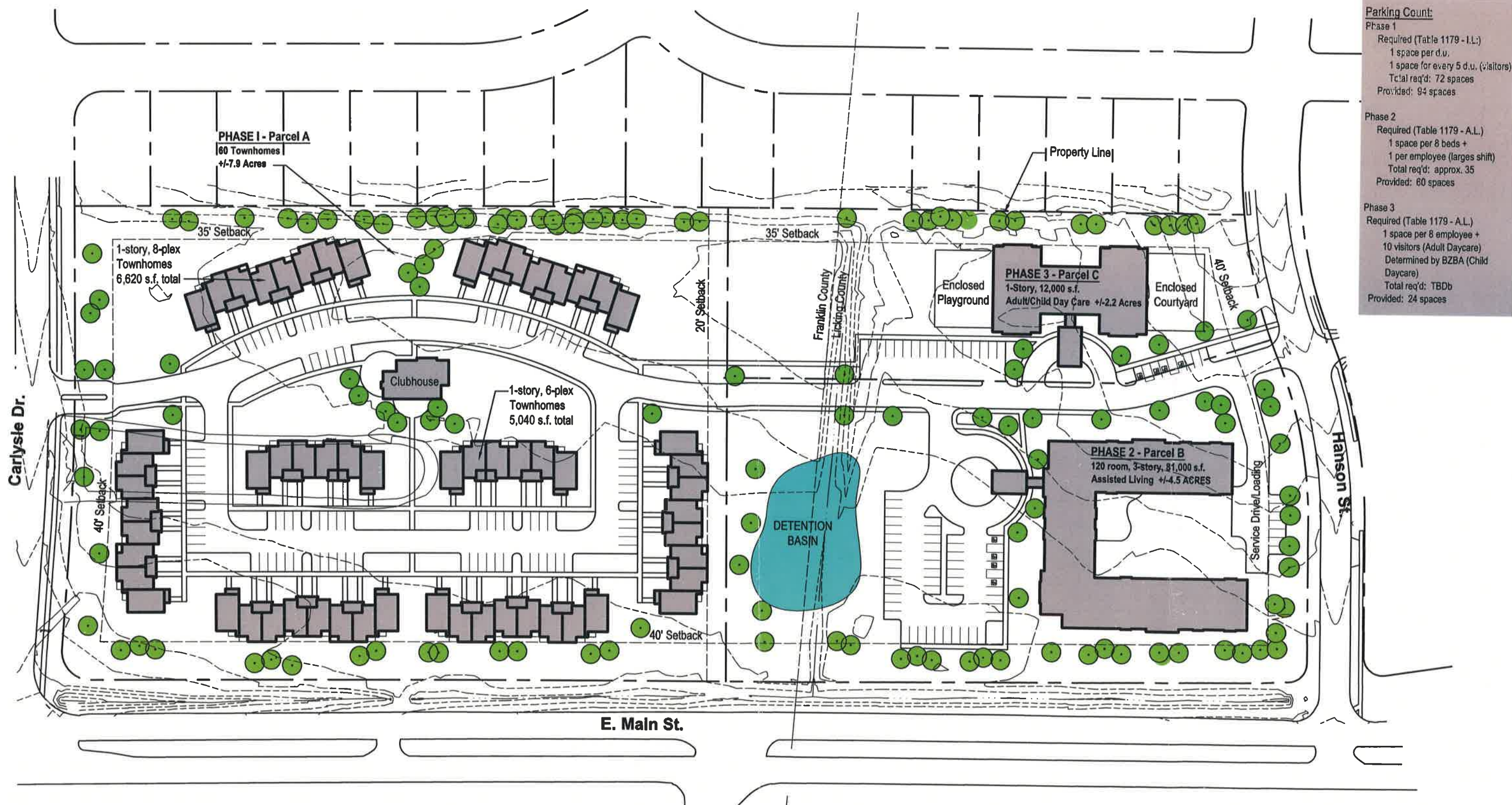
Reynoldsburg Senior Housing Traffic Impact Study - 12/2016

TABLE 1 - SITE TRIP GENERATION SUMMARY

Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 9th Edition</i> (Unless noted Otherwise)	Regression Equation from: <i>Trip Generation Manual 9th Edition</i>	Entering		Exiting	
					%	Total Trips	%	Total Trips
Phase 1	Senior Adult Housing-Attached (ITE Code #252) Ind. Variable (X) = 60.0 Occupied Dwelling Units	AM Peak	AM Peak Hour of Generator	Average Rate= 0.39	35%	8	65%	15
		PM Peak	PM Peak Hour of Generator	Average Rate= 0.31	60%	11	40%	8
Phase 2	Assisted Living (ITE Code #254) Ind. Variable (X) = 120.0 Beds	AM Peak	AM Peak Hour of Generator	Average Rate= 0.18	67%	15	33%	7
		PM Peak	PM Peak Hour of Generator	$\ln(T) = 0.79 \ln(X) - 0.06$	47%	19	53%	22
Phase 3	Day Care Center (ITE Code #565) Ind. Variable (X) = 12.0 1000 SF Gross Floor Area	AM Peak	AM Peak Hour of Generator	Average Rate= 13.44	53%	85	47%	76
		PM Peak	PM Peak Hour of Generator	Average Rate= 13.75	47%	78	53%	87

Reynoldsburg Senior Housing Traffic Impact Study - 12/2016

TABLE 2 - SITE TRIP GENERATION SUMMARY



Parking Count:	
Phase 1	
Required (Table 1179 - I.L.):	
1 space per d.u.	
1 space for every 5 d.u. (visitors)	
Total req'd: 72 spaces	
Provided: 94 spaces	
Phase 2	
Required (Table 1179 - A.L.):	
1 space per 8 beds +	
1 per employee (larges shift)	
Total req'd: approx. 35	
Provided: 60 spaces	
Phase 3	
Required (Table 1179 - A.L.):	
1 space per 8 employee +	
10 visitors (Adult Daycare)	
Determined by BZBA (Child Daycare)	
Total req'd: TBD	
Provided: 24 spaces	

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

0 50' 100'



A-1

December 2, 2016

rdla: #16170

COPYRIGHT © 2016

RDL
ARCHITECTS

RDL ARCHITECTS
16102 Chagrin Blvd. Suite 200
Shaker Heights, Ohio 44120
T: 216-752-4300 F: 216-752-4301
www.rdlarchitects.com

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO

Wallick Communities
6880 Tussing Rd.
Reynoldsburg, Ohio 43068



Site Context 1

Site Context 2



Site Context 3



Assisted Living @ E. Main St.

SITE CONTEXT

A-2

RDL
ARCHITECTS

RDL ARCHITECTS
16102 Chagrin Blvd. Suite 200
Shaker Heights, Ohio 44120
T: 216-752-4300 F: 216-752-4301

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO

December 2, 2016

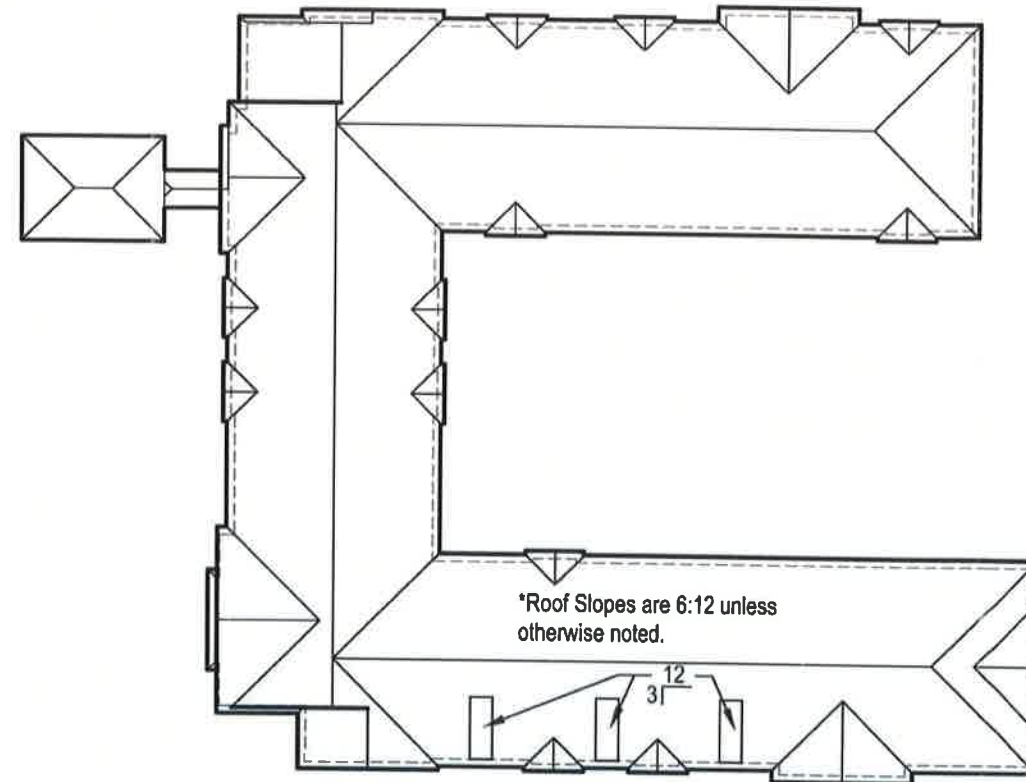
rdla: #16170 COPYRIGHT © 2016

Wallick Communities
6880 Tussing Rd.
Reynoldsburg, OH

Packet Pg. 126



1 Elevation @ Porte-Cochere



3 Roof Plan Key
Scale: 1"=50'-0"



2 Assisted Living Elevation @ E. Main St.

ASSISTED LIVING ELEVATION

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO

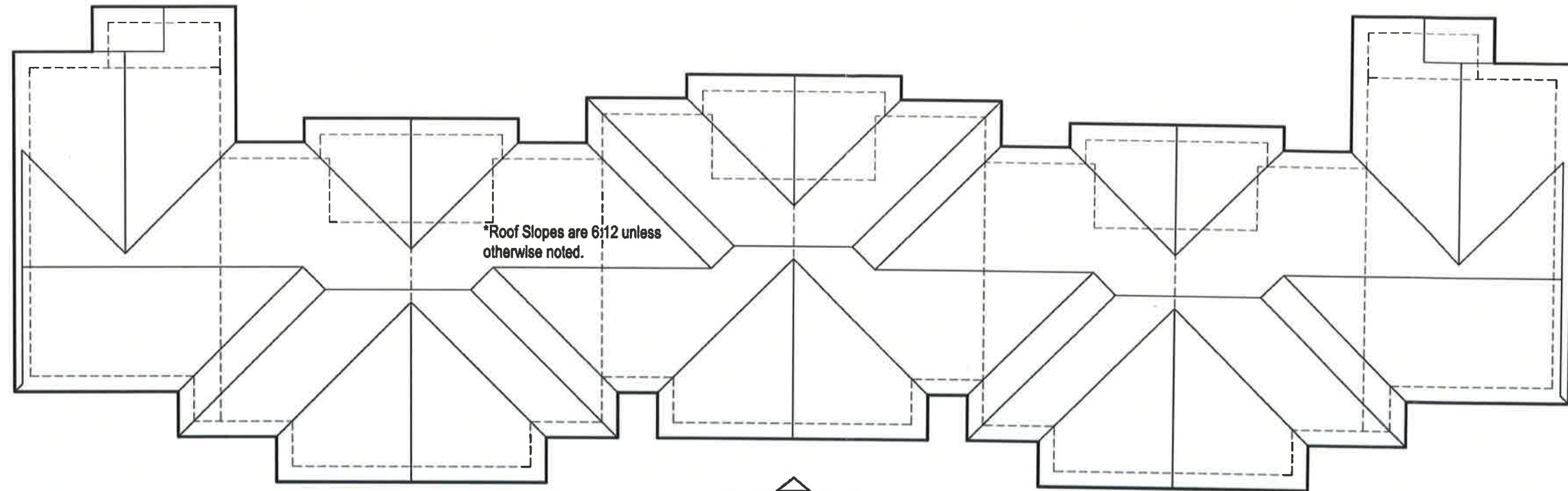
RDL ARCHITECTS
16102 Chagrin Blvd. Suite 200
Shaker Heights, Ohio 44120
T: 216-752-4300 F: 216-752-4301

December 2, 2016 rdl: #16170 COPYRIGHT © 2016



Wallick Communities
6880 Tussing Rd.
Reynoldsburg, OH

A-3



1 Townhouse Roof Plan

Elevation @ E. Main St.



2 Townhouse Elevation @ E. Main St.

TOWNHOUSE ELEVATION

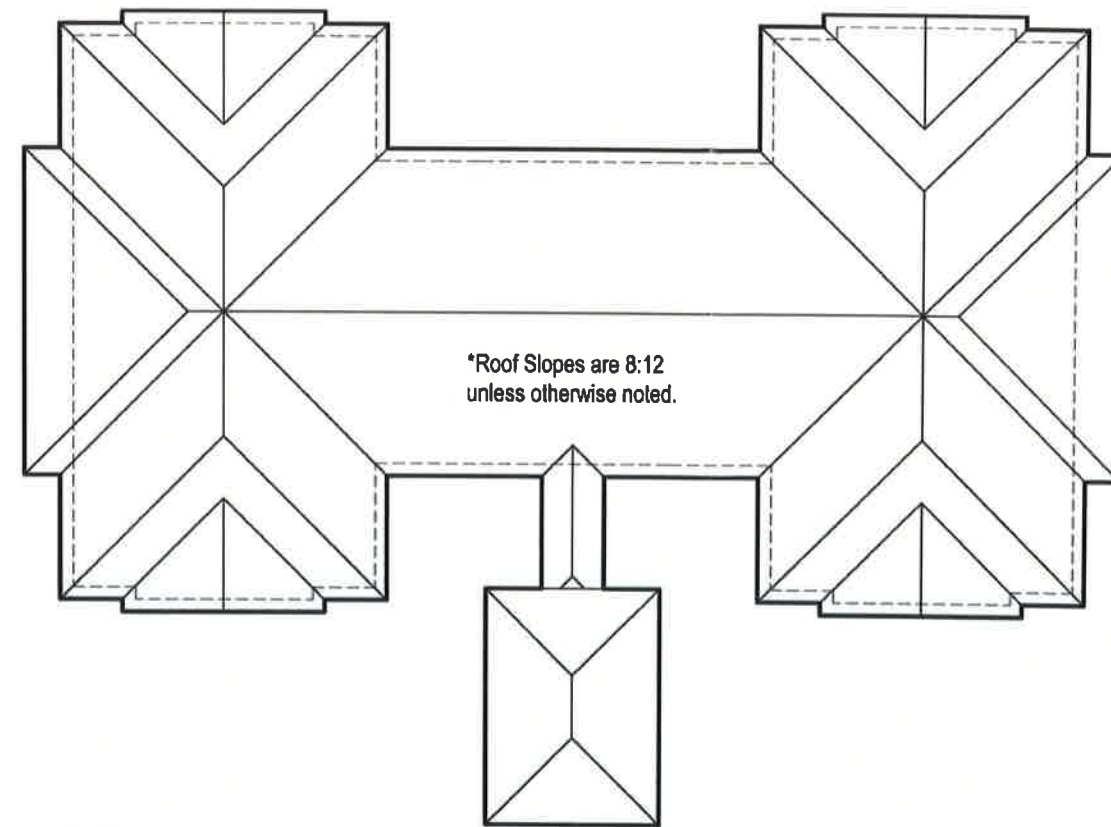
REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO

RDL ARCHITECTS
16102 Chagrin Blvd. Suite 200
Shaker Heights, Ohio 44120
T: 216-752-4300 F: 216-752-4301
www.rdlarchitects.com

December 2, 2016
SCALE: 1/16" = 1'-0"
0' 8' 16' 32'

Wallick Communities
6880 Tussing Rd.
Reynoldsburg, Ohio 43068

A-4



1 Roof Plan Key
Elevation @ Entry



2 Daycare elevation @ Entry

DAYCARE ELEVATION

Key Risk Indicators:

BENEFITS TO THE CITY AND THE SURROUNDING NEIGHBORHOOD:**Mitigating Factors:**

In addition to providing a quality, safe, and affordable housing option for the growing senior population, the proposed development will also provide the City and the surrounding neighborhood with other substantial benefits including but not limited to,

- Job and Revenue Creation
- Contribution to Future Economic Development
- Enhancing Connectivity & Pedestrian Safety

Job & Revenue Creation:

- The proposed development will create both **IMMEDIATE** and **LONG-TERM** employment opportunities.
- The independent and assisted living facilities are expected to generate **more than 65** new, long-term, employment opportunities. Of which, approximately **70%** (or 45) of these jobs would be for **Full-Time Employees** ("FTE's").
- **The City of Reynoldsburg would benefit from more than \$40,000 of annual Income Tax Revenue.**

Contribution to Future Economic Development:

- The local economy benefits both directly (receipt of funds spent on materials, labor, etc.) and indirectly (job creation to local suppliers & material providers) from the housing construction and long-term operations of the development.
- Further, newly created employment opportunities, both short and long-term, will induce additional consumer spending within the local economy.
- Existing corridors will be enhanced to improve pedestrian mobility, accommodate multiple transportation options, improve landscaping, and building appearances which will assist in creating an environment to attract and support future economic development.

Enhancing Connectivity & Pedestrian Safety:

- New pedestrian sidewalks along E. Main St, Carlyle Dr., and Hanson St. will be provided to improve pedestrian walkability and safety, while enhancing the streetscape along a major corridor.
- A newly constructed private road will provide access to the interior of the site with curb cuts and access points being located off Carlyle Dr. and Hanson Rd.

Contribution to Franklin County Consolidated Plan:

- The proposed development will also assist the City of Reynoldsburg with fulfilling its agreement with the Franklin County Board of Commissioners (Resolution No. 64-14, dated and approved September 3rd, 2014) to cooperate in the undertaking, or assist in the undertaking, of essential community renewal and lower income housing assistance activities.
- There is only **one (1) age-restricted Tax Credit development** within the Reynoldsburg Site PMA, Stratford East Senior Living, which is located more than 5-miles away from the proposed development.
- **The subject project will represent the first age-restricted Tax Credit project in the immediate Reynoldsburg market and will be the 1st age-restricted Tax Credit development built in the region in more than 10-years; thus filling a significant void within the local community.**

Key Risk Indicators:

SITE PLAN AND
DESIGN
CONCERNS:**Mitigating Factors:**

The development team received valuable feedback related to the initial site plan and design which included,

- Building orientation along the E. Main St. and Carlyle Dr. corridors
- Connectivity, Pedestrian Mobility & Safety
- Improved Landscaping and Building Appearance

In an effort to address these concerns and encourage collaboration, the development team has made several major revisions to the proposed site plan and design which include,

Building orientation along the E. Main St. and Carlyle Dr. corridors:

- The three (3) residential buildings adjacent to E. Main St. and Carlyle Dr. have been redesigned so the “rear elevations” of these buildings were no longer facing these major corridors.
- The revised design includes the reorientation of these buildings so the “front elevations” now face these corridors.
- Further, to address any aesthetic concerns with residents entering through the “rear entrance” of the building, the redesign includes overbuilds and varied gable heights to give the buildings less of a “backdoor feel”.

Connectivity, Pedestrian Mobility & Safety:

- New sidewalks have been added to the site plan along the E. Main St, Carlyle Dr., and Hanson St. corridors.
- These new sidewalks will directly enhance pedestrian mobility, connectivity, and safety between the surrounding residential land uses and the E. Main St. corridor, by providing a safe and dedicated pedestrian pathway along the Public Right-of-Ways.

Improved Landscaping and Building Appearance:

- Landscaping will meet and/or exceed the minimum requirements outlined by the City.
- Varied elevations of landscaping berms, up to 15’ in height in some areas, will be constructed to provide enhanced buffers that will not only be compatible with, but will also complement the surrounding residential uses.
- Improve the current storm water quality and site drainage by creating a detention pond and removing the low areas that do not currently drain well.
- **The proposed site plan provides for an aggregate building coverage of 29.9% LESS than code maximum (15.7% vs 42.6%).**
- Architecturally, sloped roofs and a mixture of both traditional and natural materials, including a mix of brick, stone, and vinyl horizontal shake, and vertical siding, will provide a residential quality that will be reflective of the surrounding neighborhoods.
- Materials, lighting, and site work will enhance the property and seamlessly tie into the existing community.
- These features will establish continuity and consistency along the corridors, while promoting development that features enhanced landscaping, facade transparency, rear parking lots, user-friendly access, and appropriately scaled lighting and signage.

Key Risk Indicators:

**DEMAND FOR
ADDITIONAL
AFFORDABLE,
AGE-RESTRICTED
RENTAL
HOUSING:****Mitigating Factors:**

Concerns were expressed regarding the **lack of demand** for additional senior housing in the area. The development team commissioned an independent market study to specifically identify the demand for dedicated senior housing in the area. This study identified the following statistics which **support the significant need** for the proposed senior living development:

Market Demand:

- The Site Primary Market Area (the “PMA”) household bases by age are summarized as follows:

Households by Age	2010 (Census)		2016 (Estimated)		2021 (Projected)		Change 2016-2021	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under 25	2,060	5.0%	2,090	4.9%	2,135	4.8%	45	2.2%
25 to 34	7,897	19.1%	7,848	18.2%	8,432	18.8%	584	7.4%
35 to 44	8,915	21.6%	8,641	20.1%	8,661	19.3%	20	0.2%
45 to 54	9,078	22.0%	8,638	20.1%	8,105	18.1%	-533	-6.2%
55 to 64	6,949	16.8%	7,696	17.9%	7,883	17.6%	187	2.4%
65 to 74	3,686	8.9%	4,955	11.5%	5,901	13.1%	946	19.1%
75 to 84	2,090	5.1%	2,360	5.5%	2,841	6.3%	480	20.4%
85 & Over	678	1.6%	843	2.0%	940	2.1%	98	11.6%
Total	41,353	100.0%	43,071	100.0%	44,898	100.0%	1,827	4.2%
Median	47.0 years		48.4 years		49.0 years		+0.6 years	

Source: 2010 Census; ESRI; Urban Decision Group; VSI

- As evidenced in the chart above, between 2016 and 2021, the greatest growth among household age groups is projected to be among households between the ages of 65 and 74.
- Further, household growth is also occurring at a fairly rapid rate among households between the ages of 75 and 84 and those age 85 and older, indicating an increasing demand for housing units targeting senior age cohorts.
- These projections indicate the following demand of age and income-restricted households within the Site PMA,
 - More than 1,600 income-eligible renter households, ages 55-62 years old, and
 - More than 3,100 income-eligible renter households, ages 62 years and older.
- The 60 proposed units at the subject project represent a Capture Rate of only,
 - 3.6% of the income-eligible renter households, ages 55-62 years old, and
 - 1.5% of the income-eligible renter households, ages 62 years and older

Existing Housing Options:

- There is **only one (1) age-restricted** Tax Credit development within the Reynoldsburg Site PMA, Stratford East Senior Living.
- However, this project is located on the far southern periphery of the Site PMA, approximately 5.3 driving miles from the subject Site, and currently has a 6-12 month waiting list.
- The subject project will represent the first age-restricted Tax Credit project in the immediate market and will be the 1st age-restricted Tax Credit development built in the region in more than 10-years; thus filling a significant void within the local community.



Parking Count:	
Phase 1	
Required (Table 1179 - I.L.)	
1 space per d.u.	
1 space for every 5 d.u. (visitors)	
Total req'd: 72 spaces	
Provided: 100 spaces	
Phase 2	
Required (Table 1179 - A.L.)	
1 space per 8 beds +	
1 per employee (larges shift)	
Total req'd: approx. 35	
Provided: 60 spaces	
Phase 3	
Required (Table 1179 - A.L.)	
1 space per 8 employee +	
10 visitors (Adult Daycare)	
Determined by BZBA (Child Daycare)	
Total req'd: TBDb	
Provided: 24 spaces	

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

050'100'

A-1

February 6, 2017rdla: #16170COPYRIGHT © 2016



Site Context 1

Site Context 2



Site Context 3



SITE CONTEXT

A-2

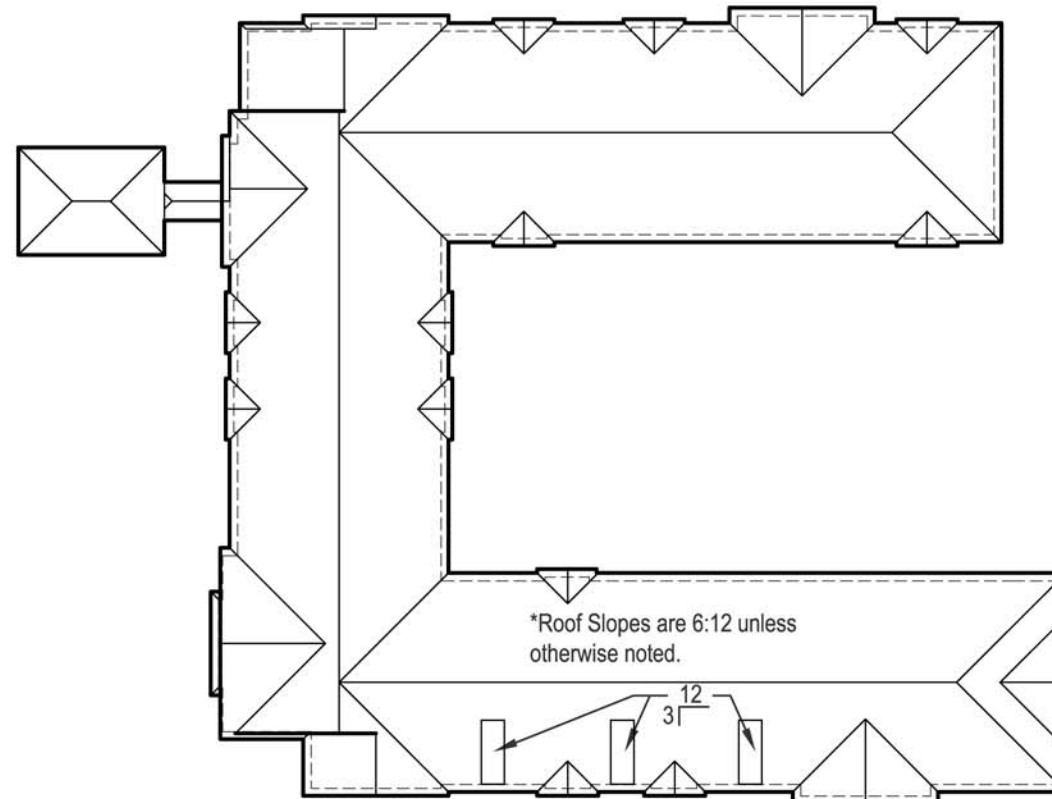
December 2, 2016

rdla: #16170

COPYRIGHT © 2016



1 Elevation @ Porte-Cochere



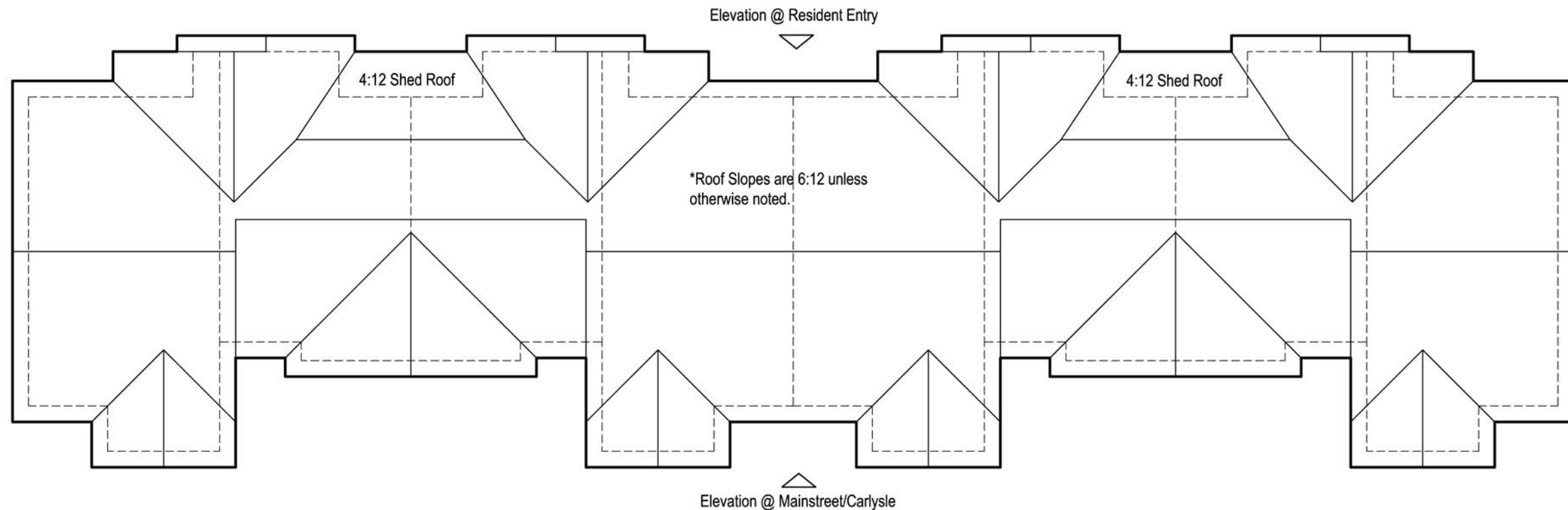
3 Roof Plan Key
Elevation @ E. Main St.
Scale: 1"=50'-0"



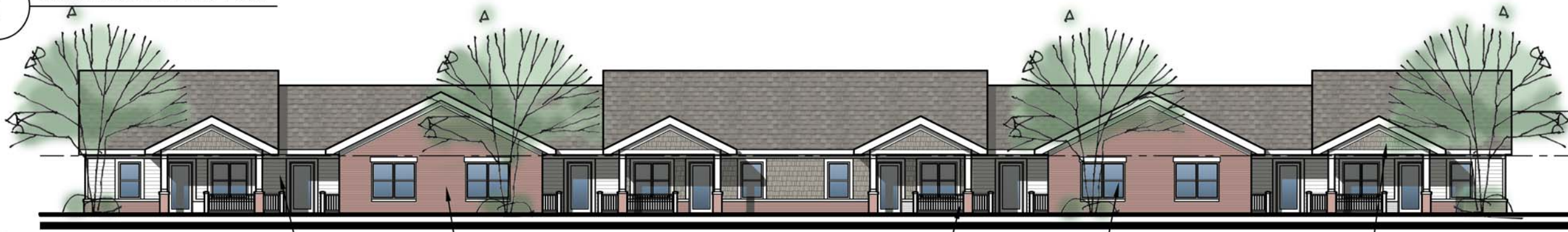
2 Assisted Living Elevation @ E. Main St.

ASSISTED LIVING ELEVATION

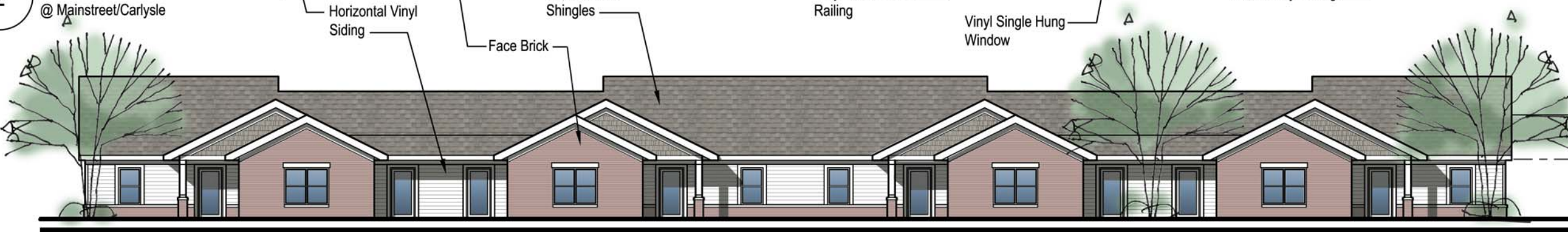
A-3



1 Townhouse A Roof Plan



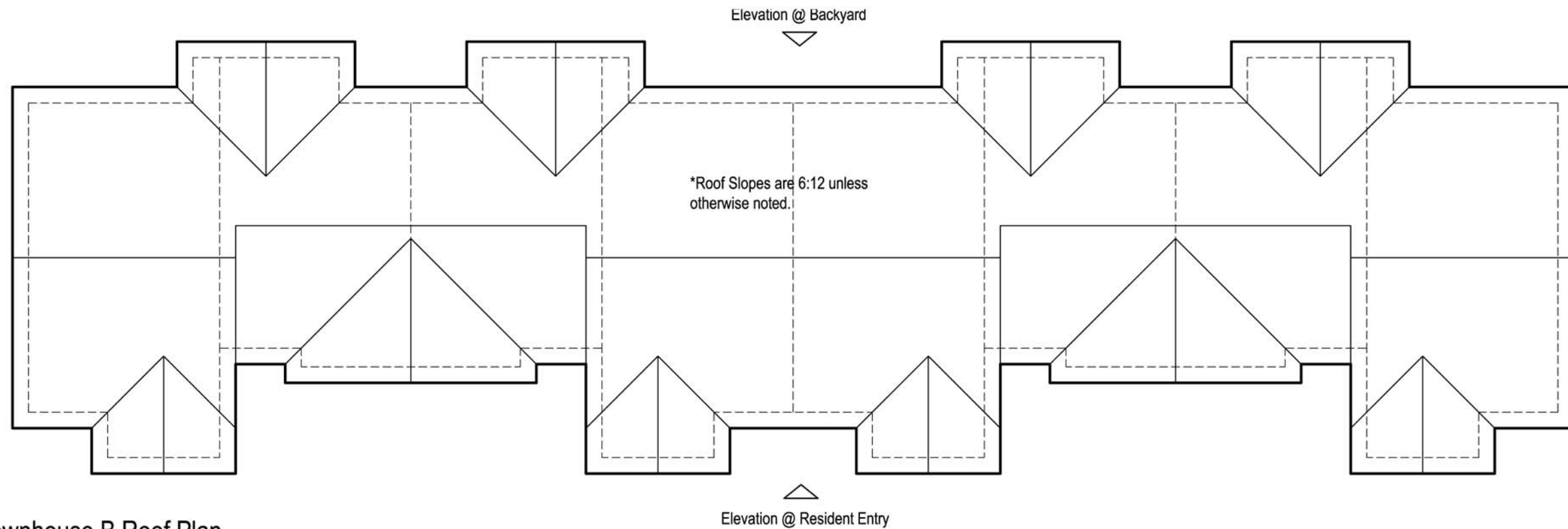
2 Townhouse A Elevation @ Mainstreet/Carlyle



3 Townhouse A Elevation @ Resident Entry

December 2, 2016

A-4



1 Townhouse B Roof Plan

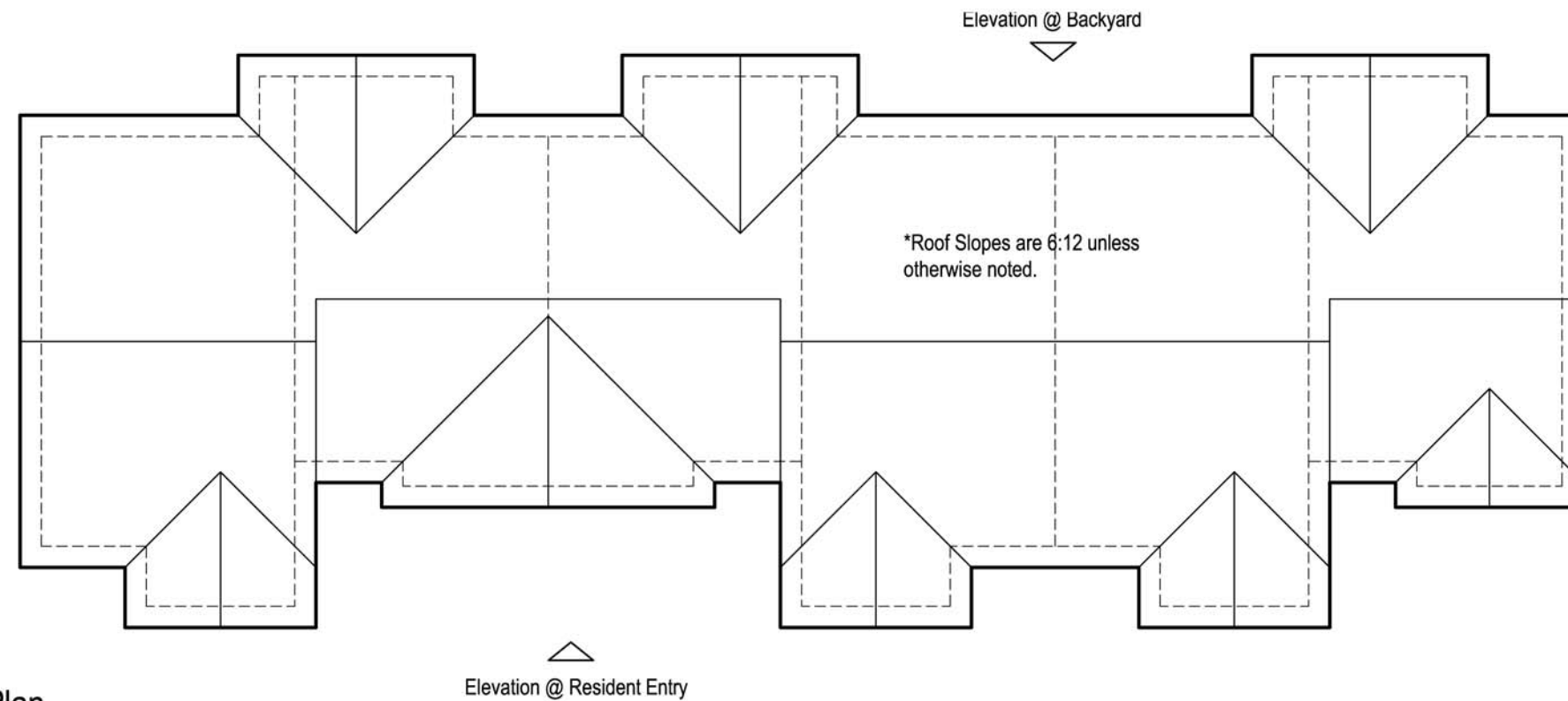


2 Townhouse B Elevation @ Resident Entry



3 Townhouse B Elevation @ Backyard

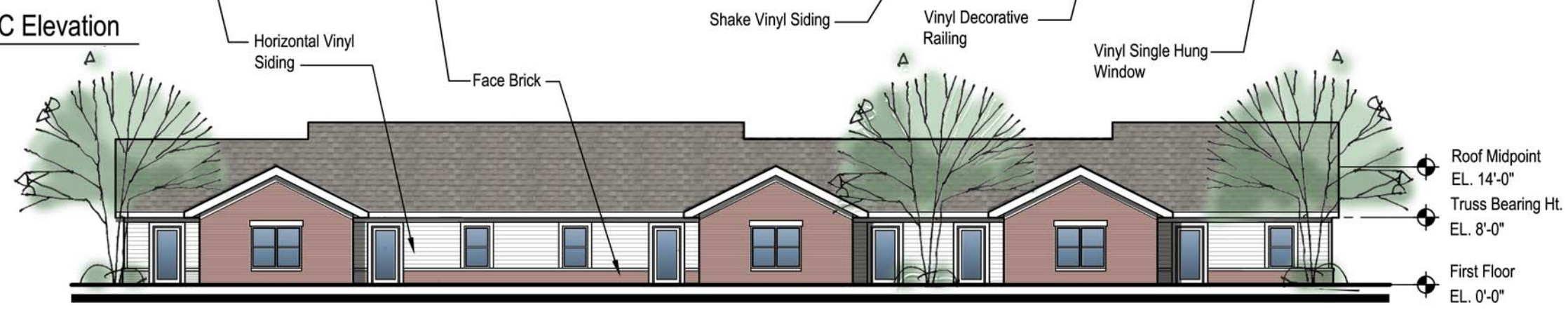
A-5



1 Townhouse C Roof Plan

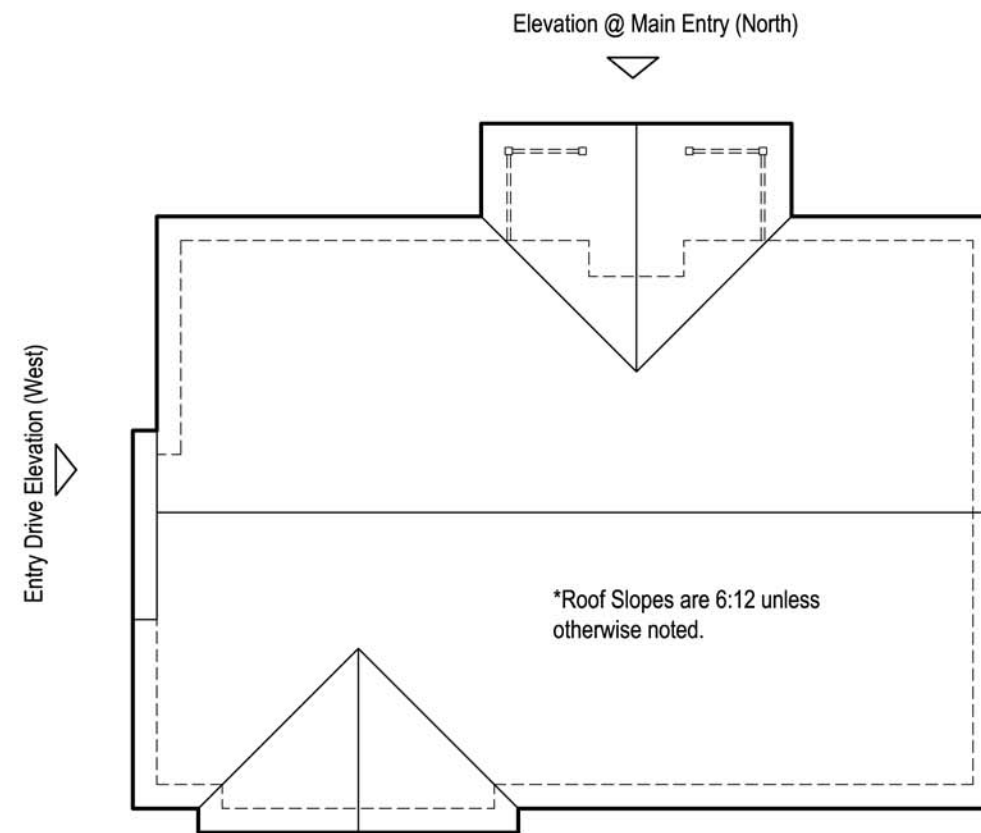


2 Townhouse C Elevation @ Resident Entry

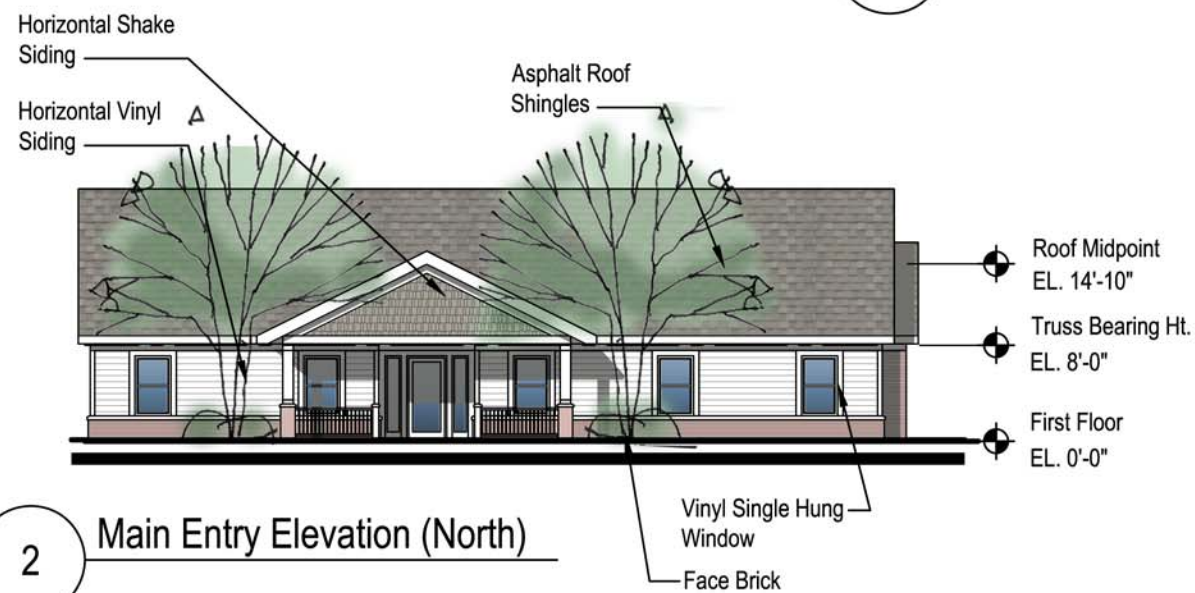


3 Townhouse C Elevation @ Backyard

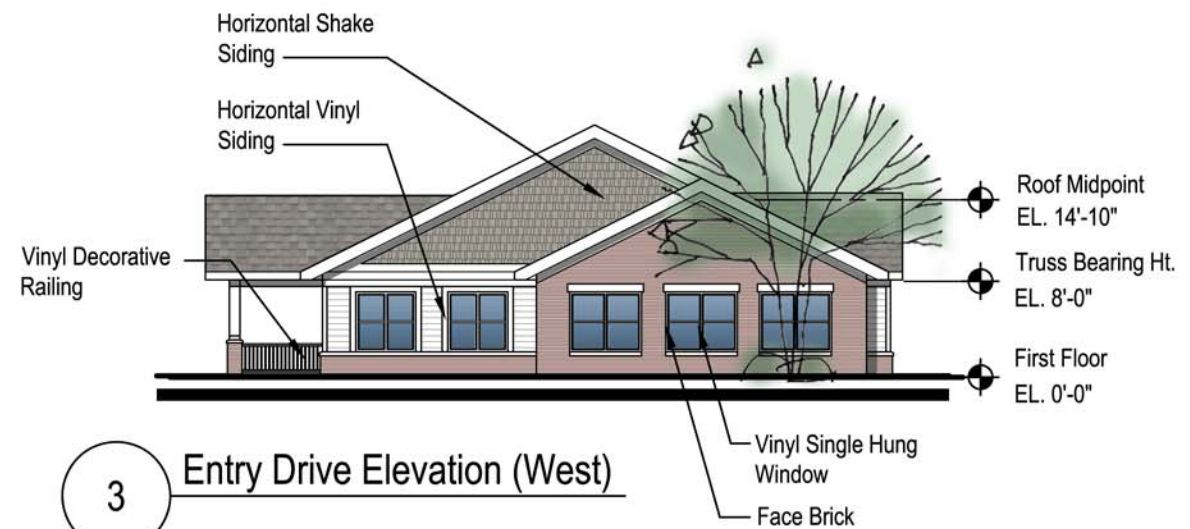
A-6



1 Clubhouse Roof Plan



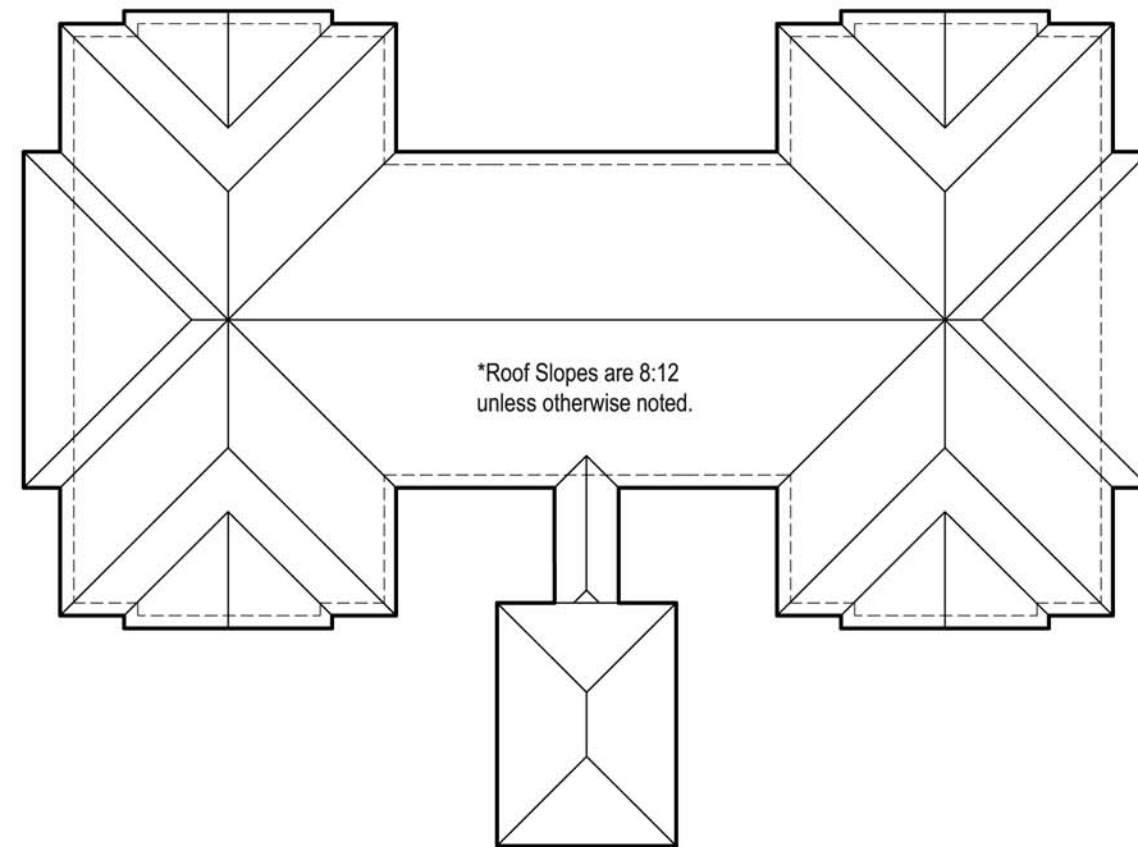
2 Main Entry Elevation (North)



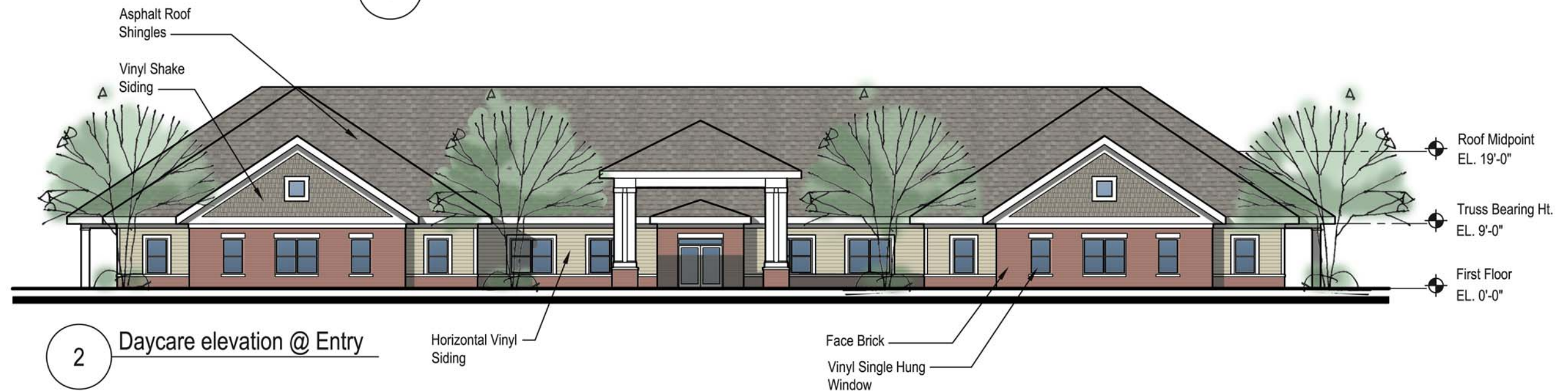
3 Entry Drive Elevation (West)

Clubhouse Elevations

A-7



1 Roof Plan Key
Elevation @ Entry



2 Daycare elevation @ Entry

DAYCARE ELEVATION

A-8

February 06, 2017 rdl: #16170 COPYRIGHT © 2016



REYNOLDSBURG SENIOR HOUSING

Attachment: 20170206 Wallick Rezoning Revised Plans (1628 : Rezoning 176120 0 E Main St Wallick)

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

DATE: **March 27, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO LEASE AGREEMENT WITH DOCUMENT
SOLUTIONS FOR REPLACEMENT COPIER FOR POLICE
DEPARTMENT. (Second Reading 3/13/2017).

The Reynoldsburg Division of Police is requesting permission from City Council to remove the current copier from the contract held with Document Solutions (a Division of Modern Office Methods) and replace it with a better option that will save money. There have been multiple service calls with the current copier and the most effective solution is to replace the machine. Please see the attached pricing and contract details provided by Document Solutions.

Monthly Lease Price: \$366.97

Length of Term: 60 Months

Whom it may concern,

This letter is to guarantee that we are ending the contract early on the Canon iR4045 (SN # HRN08026) due to frequent service calls based on the amount of use at no penalty to the police department. This machine is being separated from the contract that the Canon iRC7260 (SN # LVX00579) is on, because it was too early to do them both together, so we had the contract split into two. As of late, the Canon iR4045 has had multiple issues, and with permission of Cheryl Kristy, we found a better option, which also saves the police department some money...


Salesman


Division President

Client



A Proposal For: Reynoldsburg Police Department

By: Dan Lamatrice



TOTAL **GREEN** DOCUMENT SOLUTIONS

Attachment: Replace Records Area Copier (1667 : Permission to Remove and Replace Current Records Area Copier)

Proposed Solution: Canon imageRUNNER 4545i

Key Features:

- Print/Copy/Scan/Fax
- Print and copy speed of 45 pages per minute
- 10.1" color Touch Panel
- 150-sheet Single Pass Duplexing Document Feeder
- 4 x 550 sheet cassettes
- Inner Finisher with 2/3 hole punch
- Large Capacity Feeder
- Paper size up to 11x17
- Scan directly to Microsoft PowerPoint and searchable PDF formats
- 80-sheet Stack bypass
- Print/Scan from USB memory
- *External Finisher sold separately*



Monthly Lease Payment: \$366.97
Length of Term 60 Months

Maintenance: Included in Lease

Black Copies/Prints Included:	6,000
Black Copy/Print Overage Charge:	\$.0072

Quote Terms:

- ***Maintenance fixed for the length of the term....***
- Includes all delivery, physical installation, network connection, and end user training.
- All service and supplies are included in maintenance plan.
- Does not include sales tax.



TOTAL **GREEN** DOCUMENT SOLUTIONS

HIGH QUALITY, EFFICIENT OPERATION, SPACE-SAVING DESIGN

The imageRUNNER ADVANCE 4500 Series is designed to deliver consistent and reliable performance to busy departments and work environments. With an efficient, compact design, these intelligent systems work seamlessly within fleet environments, offer an intuitive user experience, and integrate with Canon's holistic business solutions to help address your needs.

Print up to 51 ppm in black and white

Scan up to 160 ipm (300 dpi) (BW, color, duplex)

Print up to 11" x 17"

6,330-sheet maximum paper capacity



Workflow Efficiency

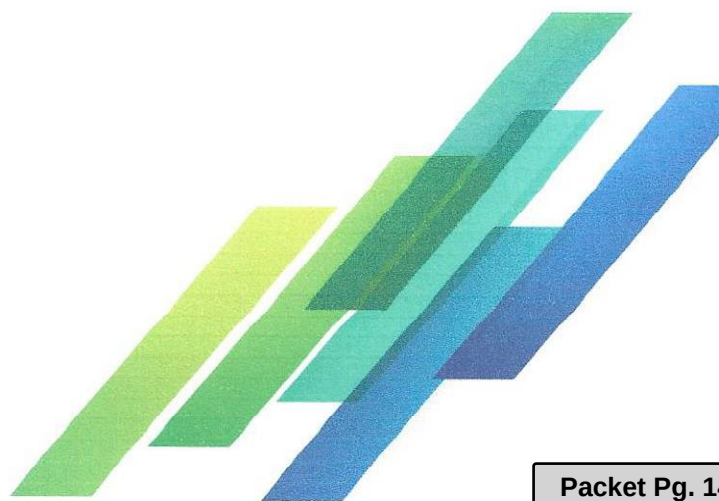
- An intuitive user interface with a large, responsive, color touch-screen with smartphone-like usability helps make it easy to carry out tasks.
- My ADVANCE enables users to have a unique, customized experience that's tailored to their specific workflow needs. Settings, such as display language, initial log-in screen, and accessibility options, can be synchronized across multiple devices for consistency.
- Canon's MEAP platform supports a range of integrated solutions designed to help simplify workflow and achieve a holistic business solution.
- Scalable support for mobile and flexible work styles can help increase efficiency by allowing workers to capture or print documents and access certain cloud applications.¹
- Scan and convert documents to Searchable PDF, Microsoft® Word, and Microsoft PowerPoint® files through a single-pass, duplexing document feeder that holds up to 150 originals.
- Intelligent features, such as motion sensor technology to wake the device from Sleep mode and the ability to remove blank pages when scanning, can help maximize productivity.

Security²

- Control device access by using the standard Universal Login Manager application for authentication.
- Help limit unauthorized distribution of sensitive information with an array of standard and optional document security features.
- Help facilitate information privacy and security by controlling access with IPsec, port filtering capabilities, and SSL technology.

Cost Management

- The ability to apply print policies, monitor output, and restrict usage by user can help reduce unnecessary printing, enable cost recovery, and help save money on paper and toner.
- Tight integration with a variety of output management solutions, such as optional uniFLOW, provides the ability to carry out detailed tracking, reporting, and cost analysis.
- Quality and reliability, combined with remote diagnostics contribute to maximizing uptime and can help reduce time spent by IT resolving issues.
- Consistent user operation, paired with remote and centralized fleet management, can help simplify IT management of a single device or a fleet of devices.



Device and Fleet Management

- The ability to preconfigure devices makes installation easy, and fleet management is simplified with the ability to synchronize settings across multiple compatible devices.
- Canon's device management tools provide a centralized point of control across a fleet of devices, including the ability to check device status and consumables, turn off devices remotely, capture meter readings, and manage address books and printer drivers.
- Standard genuine Adobe® PostScript® and PCL® support integration with enterprise applications, and legacy systems help streamline business processes.

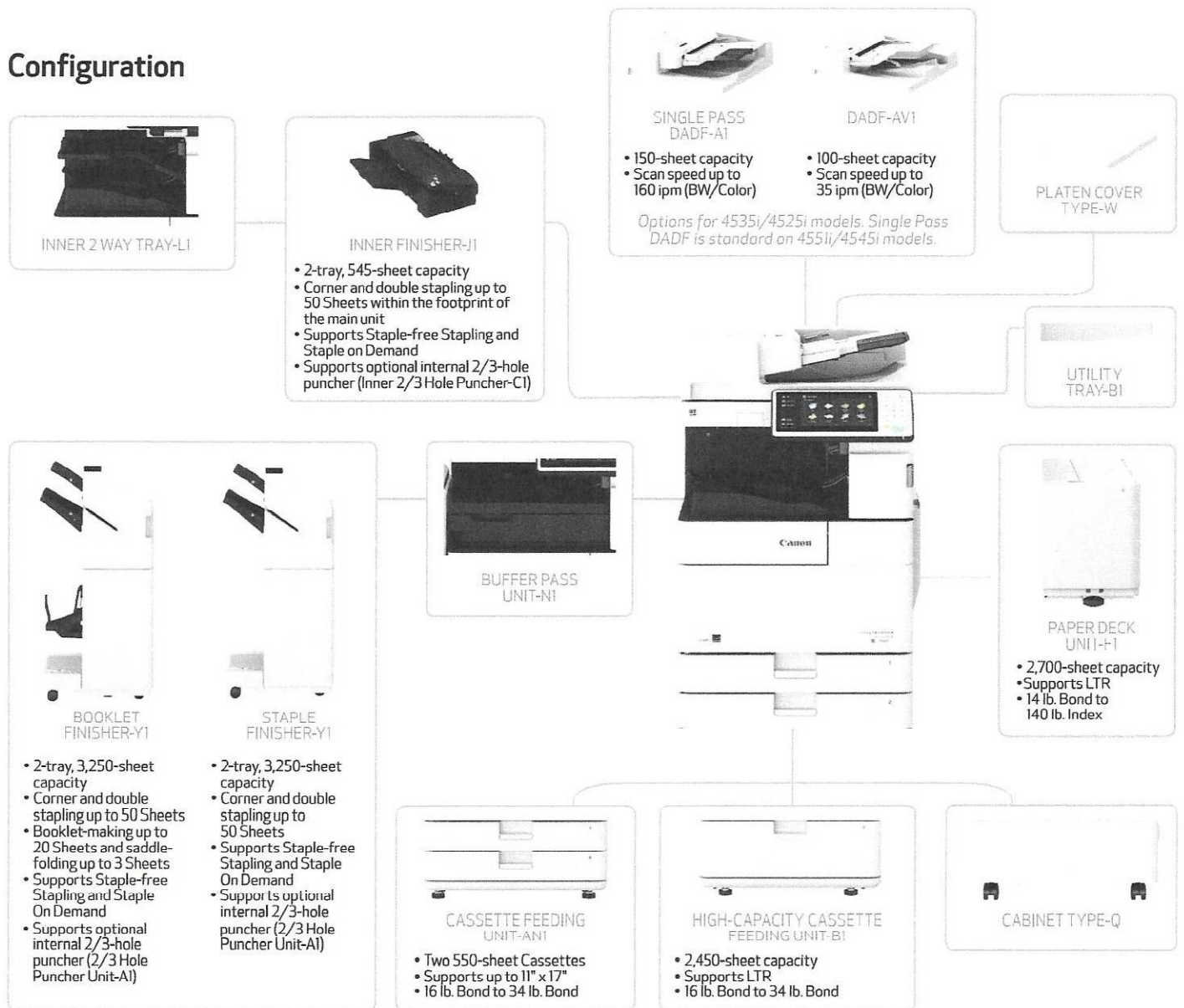
Quality and Reliability

- Canon's signature reliability and engine technologies contribute to high-quality output to meet the needs of busy departments.
- Outstanding imaging technologies and toner allow for consistent images in rich black-and-white tones and 1200-dpi print resolution.
- Designed to achieve maximum uptime with status notifications to help keep supplies replenished. These models also include intuitive user maintenance videos, the ability to replace toner on the fly, and automatic job rerouting (with optional solutions).

Sustainability

- Fusing technologies, QF toner, and selectable Sleep mode settings help achieve low energy consumption.
- Help minimize waste with default two-sided printing, the Secure Print feature, and the ability to hold print jobs, preview them, and change print settings at the device so you can achieve the results you want the first time.
- ENERGY STAR® certified and rated EPEAT® Gold.³

Configuration



Not Shown

- INNER 2/3-HOLE PUNCHER-CI (for Inner Finisher-JI)
- 2/3-HOLE PUNCHER UNIT-AI (for External Finishers)

Main Unit

Type

Monochrome Laser Multifunctional

Core Functions

Standard: Print, Copy, Scan, Send, Store

Optional: Fax

Processor

Canon Dual Custom Processor (Shared)

Control Panel

10.1" TFT LCD WSVGA Color Touch-panel

Memory: 3.0 GB RAM

Hard Disk Drive

Standard: 250 GB/Maximum: 1 TB

Print Resolution: 1200 dpi x 1200 dpi

Interface Connection

Network

Standard: 1000Base-T/100Base-TX/10Base-T,
Wireless LAN (IEEE 802.11 b/g/n)

Optional: NFC, Bluetooth

Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,180 Sheets

Maximum: 6,330 Sheets

Paper Sources (LTR, 20 lb. Bond)

Standard: Two 550-sheet Paper Cassettes,
80-sheet Stack Bypass

Optional: Two 550-sheet Paper Cassettes
(Cassette Feeding Unit-ANI), 2,450-sheet
Paper Deck (High Capacity Cassette
Feeding Unit-BI), 2,700-sheet Paper Deck
(Paper Deck Unit-FI)

Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,350 Sheets (with External Finishers)

Finishing Capabilities

Standard: Collate, Group

With Inner Finisher: Collate, Group, Offset, Staple,
Hole Punch,* Staple-Free Staple,
Staple On Demand

With External Finisher: Collate, Group, Offset, Staple, Booklet,*
Staple-Free Staple, Staple On Demand,
Hole Punch*

Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy,
Cassettes: Pre-punched

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,
Pre-punched, Bond, Transparency,
Label, Envelope

Supported Media Sizes

Paper: Legal, Letter, Letter-R, Executive,
Cassette (1): Statement-R, Custom Size
(5-1/2" x 7-1/8" to 11-3/4" x 15-3/8")

Paper: 11" x 17", Legal, Letter, Letter-R,
Cassette (2): Executive, Statement-R, Custom Size
(5-1/2" x 7-1/8" to 11-3/4" x 15-3/8")

Stack Bypass: 11" x 17", Legal, Letter, Letter-R,
Executive, Statement-R, Envelope [No.10
(COM10), Monarch, DL, ISO-C5], Custom
Size (3-7/8" x 5-7/8" to 11-3/4" x 17")

Supported Media Weights

Paper: 16 lb. Bond to 34 lb. Bond (60 to 128 g/m²)

Stack Bypass: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Duplexing: 16 lb. Bond to 28 lb. Cover (60 to 105 g/m²)

Warm-up Time

From Power On: 24 Seconds or Less

From Deep Sleep Mode: 10 Seconds or Less

Quick Startup Mode: 4 Seconds⁷

Dimensions (W x D x H)

23-1/8" x 29-1/8" x 47" (587 mm x 740 mm x 1,193 mm)⁸

Installation Space (W x D)

Basic [With ADF (Stack Bypass and Cassette Drawers
Open)]: 35" x 46-1/2" (889 mm x 1,182 mm)

Fully Configured [With ADF+Paper Deck Unit-FI+
Booklet Finisher-Y1 (Cassette Drawers Open)]:

71-3/8" x 50-3/8" (1,811 mm x 1,280 mm)

Weight: Approx. 240.7 lb. (109.2 kg)⁹

Print Specifications

Print Speed

455Li: Up to 51 ppm (Letter); Up to 37 ppm
(Letter-R); Up to 25 ppm (Legal);
Up to 25 ppm (11" x 17")

4545i: Up to 45 ppm (Letter); Up to 32 ppm
(Letter-R); Up to 25 ppm (Legal);
Up to 22 ppm (11" x 17")

4535i: Up to 35 ppm (Letter); Up to 32 ppm
(Letter-R); Up to 25 ppm (Legal);
Up to 22 ppm (11" x 17")

4525i: Up to 25 ppm (Letter); Up to 17 ppm
(Letter-R); Up to 13 ppm (Legal); Up to
15 ppm (11" x 17")

Standard Page Description Languages

UFR II, PCL[®] 6, Adobe[®] PS[®] 3

Direct Print

Available from USB, Advanced Box, Remote UI,
and Web Access (Opt.)¹⁰

Supported File Types for Direct Print

PDF, TIFF, JPEG, EPS, XPS

Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,
Andalé Mono WT J/K/S/T (Japanese,
Korean, Simplified and Traditional
Chinese),¹¹ Barcode Fonts¹²

PS fonts: 136 Roman

Operating System¹³

UFR II/PS: Windows Vista[®]/Server 2008/Windows[®]
7/Server 2008 R2/Windows 8/Server
2012/Windows 8.1/Server 2012 R2/
Windows 10, MAC OS X (10.6.8 or later)

PCL: Windows Vista/Server 2008/Windows
7/Server 2008 R2/Windows 8/Server
2012/Windows 8.1/Server 2012 R2/
Windows 10

PPD: MAC OS 9.1 or later, MAC OS X (10.3.9
or later), Windows Vista/Windows 7/
Windows 8/Windows 8.1/Windows 10

Copy Specifications

Copy Speed

455Li: Up to 51 ppm (Letter); Up to 37 ppm
(Letter-R); Up to 25 ppm (Legal);
Up to 25 ppm (11" x 17")

4545i: Up to 45 ppm (Letter); Up to 32 ppm
(Letter-R); Up to 25 ppm (Legal);
Up to 22 ppm (11" x 17")

4535i: Up to 35 ppm (Letter); Up to 32 ppm
(Letter-R); Up to 25 ppm (Legal);
Up to 22 ppm (11" x 17")

4525i: Up to 25 ppm (Letter); Up to 17 ppm
(Letter-R); Up to 13 ppm (Legal); Up to
15 ppm (11" x 17")

First-Copy-Out Time (Letter)

455Li: As fast as 3.7 seconds

4545i/4535i: As fast as 3.8 seconds

4525i: As fast as 5.2 seconds

Copy Resolution

Reading: Up to 600 dpi x 600 dpi

Printing: 1200 dpi x 1200 dpi

Multiple Copies: Up to 999 copies

Magnification: 25%-400% (1% Increments)

Preset Reductions: 25%, 50%, 64%, 73%, 78%

Preset Enlargements: 121%, 129%, 200%, 400%

Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper
Setting, Previous Settings, Favorite Settings, Finishing,
Two-Sided, Density Adjustment, Original Type Selection,
Interrupt Mode, Setting Confirmation/Cancel

Special Copy Features

Book to Two Pages, Two-sided Original, Finishing,
Booklet, Job Build, N on 1, Add Cover, Insert Sheets,
Different Size Originals, Density Adjustment, Original
Type Selection, Transparency Cover Sheets, Page
Numbering, Copy Set Numbering, Sharpness, Erase
Frame, Secure Watermark, Print Date, Shift, Gutter,
Print & Check, Negative/Positive, Repeat Images,
Merge Job Blocks, Job Done Notice, Mirror Image,
Store in Mail Box, Superimpose Image, Copy ID Card,
Detect Feeder Multi Sheet Feed, Free Size Original

Scan Specifications

Type

455Li/4545i: Standard Single Pass Duplexing
Automatic Document Feeder

4535i/4525i: Optional Single Pass Duplexing
Automatic Document Feeder or
Duplexing Automatic Document Feeder

Document Feeder Paper Capacity

Single Pass DADF-AI: 150 Sheets (20 lb. Bond)

DADF-AVI: 100 Sheets (20 lb. Bond)

Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

Document Feeder Supported Media Weights

Single Pass DADF-AI

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m²)

CL Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m²)

DADF-AVI

BW Original: 13 lb. Bond to 34 lb. Bond (50 to 128 g/m²)

CL Original: 17 lb. Bond to 34 lb. Bond (64 to 128 g/m²)

Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported: Windows Vista/7/8/8.1/10

OS: Windows Server 2008/Server 2008 R2/
Server 2012/Server 2012 R2

Scan Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi,
200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

Scan Speed (Letter)

Single Pass DADF-AI

Single-sided Scanning (BW):

80 ipm (300 dpi)/80 ipm (600 dpi)

Single-sided Scanning (Color):

80 ipm (300 dpi)/60 ipm (600 dpi)

Double-sided Scanning (BW):

160 ipm (300 dpi)/150 ipm (600 dpi)

Double-sided Scanning (Color):

160 ipm (300 dpi)/80 ipm (600 dpi)

DADF-AVI

Single-sided Scanning (BW/Color):

70 ipm (300 dpi)/51 ipm (600 dpi)

Double-sided Scanning (BW):

35 ipm (300 dpi)/25.5 ipm (600 dpi)

Double-sided Scanning (Color):

35 ipm (300 dpi)/25.5 ipm (600 dpi)

Send Specifications

Destination

E-mail/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail
Box, Super G3 Fax (Optional), IP Fax (Optional)

Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

Send Resolution

600 x 600 dpi, 400 x 400 dpi, 300 x 300 dpi, 200 x 400 dpi,
200 x 200 dpi, 200 x 100 dpi, 150 x 150 dpi, 100 x 100 dpi

Communication Protocol

File: FTP, SMB v3.0, WebDAV

E-mail/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

File Format

Standard: TIFF, IPEG, PDF(Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS (Compact, Searchable), Office Open XML (PowerPoint®, Word)

Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

Universal Send Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-to, E-mail Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed

Fax Specifications

Maximum Number of Connection Lines: 4

Modem Speed

Super G3: 33.6 Kbps
G3: 14.4 Kbps

Compression Method: MH, MR, MMR, JBIG

Resolution

400 x 400 dpi, 200 x 400 dpi, 200 x 200 dpi, 200 x 100 dpi

Sending/Recording Size: Statement-R to 11" x 17"

Fax Memory: Up to 30,000 pages

Speed Dials: Max. 200

Group Dials/Destinations: Max. 199 dials

Sequential Broadcast: Max. 256 addresses

Memory Backup: Yes

Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed

Store Specifications**Mail Box (Number Supported)**

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

Advanced Box

Communication Protocol: SMB or WebDAV

Supported

Client PC: Windows (Windows Vista/7/8/8.1/10)

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

Advanced Box Available Disk Space

Approx. 16 GB (Standard HDD)
Approx. 480 GB (Optional 1 TB HDD)

Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

Memory Media

Standard: USB

Security Specifications**Authentication**

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in

Optional: uniFLOW

Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated)

Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

Document

Standard: Secure Print, Forced Hold Printing, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device signatures, Secure Watermarks, Document Scan Locking

Environmental Specifications**Operating Environment**

Temperature: 50 to 86°F

Humidity: 20 to 80% RH (no condensation)

Power Requirements

455li: 120-127 V AC, 60 Hz, 10.4A

4545i/4535i: 120-127 V AC, 60 Hz, 9.3A

4525i: 120-127 V AC, 60 Hz, 7A

Plug (Main Unit)

NEMA 5-15P

Power Consumption

Maximum: Approx. 1.5 kWh

Standby: Approx. 38 W

Sleep Mode: Approx. 0.9 W¹⁴

Typical Electricity Consumption (TEC) Rating:

455li: 2.5 kWh 4545i: 2.2 kWh

4535i: 1.8 kWh 4525i: 1.0 kWh

Standards

ENERGY STAR® Certified, Rated EPEAT® Gold³, RoHS Compliant

Consumables

Toner: GPR-57 Toner BK

Toner Yield (Estimated @ 6% Coverage)

Black: 42,100 Images

Footnotes

¹ Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.

² Canon products offer certain security features, yet many variables can impact the security of your devices and data. Canon does not warrant that use of its features will prevent security issues. Nothing herein should be construed as legal or regulatory advice concerning applicable laws; customers must have their own qualified counsel determine the feasibility of a solution as it relates to regulatory and statutory compliance.

³ For current EPEAT rating (Gold/Silver/Bronze), please visit www.epeat.net.

⁴ Requires the optional Inner 2/3 Hole Puncher-CL.

⁵ Booklet Finisher-Y1 only.

⁶ Requires the optional 2/3 Hole Puncher Unit-A1.

⁷ Time from device power-on to when copy jobs can be programmed.

⁸ Includes Main Unit, Single Pass DADF-A1, and Cassette Feeding Unit-A1.

⁹ Includes Main Unit, Single Pass DADF-A1, Cassette Feeding Unit-A1, and consumables.

¹⁰ PDF print from Web sites is supported.

¹¹ Requires the optional PCL International Font Set-A1.

¹² Requires the optional Barcode Printer Kit-D1.

¹³ Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

¹⁴ 0.9 W Sleep mode is not available in all circumstances due to certain settings.

USA.CANON.COM



Canon U.S.A. does not provide legal counsel or regulatory compliance consultancy, including without limitation, Sarbanes-Oxley, HIPAA, GLBA, Check 21 or the USA Patriot Act. Each customer must have its own qualified counsel determine the advisability of a particular solution as it relates to regulatory and statutory compliance.

As an ENERGY STAR® Partner, Canon U.S.A., Inc. has certified these models as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. Canon, imageRUNNER, imageWARE, and the GENUINE logo are registered trademarks or trademarks of Canon Inc. in the United States and may also be registered trademarks or trademarks in other countries. Google Cloud Print™ is either a registered trademark or trademark of Google Inc. AirPrint and the AirPrint logo are trademarks of Apple Inc. Adobe® and PostScript® 3™ are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Microsoft® and PowerPoint® are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. PCL® is a registered trademark of Hewlett-Packard Company. All other referenced product names and marks are trademarks of their respective owners. All features presented in this brochure may not apply to all Series and/or products and may be optional; please check with your Canon Authorized Dealer for details. Products shown with optional accessories. Specifications and availability subject to change without notice. Not responsible for typographical errors.

©2016 Canon U.S.A., Inc. All rights reserved.

0205W713

1216-1RA45xxSS5-12M-DIH



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

13.e.a

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Modern Office Methods, Inc. dba Document Solutions.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Reynoldsburg Police Department			STREET ADDRESS 7240 E Main St	
CITY Reynoldsburg	STATE Oh	ZIP 43068	PHONE 614-322-6800	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING METER - COLOR
Canon iR4545i		366.97	6,000		.0072			

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR
------------------------	------------	----------------------	------------------------

Monthly Payment* \$ _____ B&W Impressions per Month _____ B&W Overages* \$ _____
Color Impressions per Month _____ Color Overages* \$ _____

TERM AND PAYMENT SCHEDULE

Term in 60 Months The contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*
METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See the attached Schedule "A" ☐ See the attached Billing Schedule
 By initialing here, you agree that service and supplies are not included in this Agreement.

END OF AGREEMENT OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This continuing Guaranty shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive an abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliate and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. BOTH PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

X

PRINT NAME OF GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/di date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your financial condition and faithful performance of the terms hereof.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned without payment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' or regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until the Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize, merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves, terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed to us by you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. SIGNATURES, ADDITIONAL DOCUMENTS, MISC.: The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intent and purpose of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. If providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. MAINTENANCE AND SUPPLIES: This Document Management Agreement includes full service, parts and labor, drum, developer, toner, toner waste bag (paper, transparency film, staples, labels and any item not specifically listed as not included in the plan, but may be purchased through us.) You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any time. A meter read and serial number will be requested at time of order. You agree to use consumable supplies ordered hereunder only in connection with Equipment subject to this Agreement. We shall review, from time to time, consumable supplies ordered by and shipped to you and the actual impression volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 20%. Variance will be calculated using manufacturer's recommended yield. All supplies in your possession belong to Modern Office Methods, Inc. dba Document Solutions and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the unit(s) of Equipment subject to such expired or terminated Agreement. (A) Scope of Coverage: This Agreement covers all labor and materials for adjustment (excluding densitometer), repair and/or replacement of parts necessitated by the normal use of the Equipment, except as provided herein. Damage to the Equipment or its parts arising from misuse, abuse, negligence or cause beyond our control, such as use beyond buyers' lab recommended volume or Acts of God, are not covered and will be charged to you at the current per call Modern Office Methods, Inc. dba Document Solutions' service rate. In addition, we may terminate this Agreement in the event the Equipment is modified, damaged, altered or serviced by personnel other than those authorized by us, or the parts or supplies used are not authorized by us. (B) Service Calls: Service Calls under this Agreement will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) by the authorized service center in the area of the installation address shown on the face of this Agreement. Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. All toner included in the Agreement is based off manufacturer's stated yields, at 6% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" impressions will count as two meter impressions per side. If third-party hardware and/or software maintenance support for the Equipment is required by you, you understand that the support plan for such third-party maintenance has been acquired by us on your behalf and payment for such support is included in the Payment for the term specified on this Agreement. Such third-party maintenance will be performed by a third-party vendor. For third-party maintenance, please refer to the terms and conditions of the agreement(s) with the third-party vendor. Furthermore, the third-party maintenance support will begin with the third-party shipment date to us.

11. OVERAGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the per impression charge that exceeds the number of impressions originally designated in this Agreement ("Overages") by a maximum of 15% of the existing per impression charge.

12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMPRESSION VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. METER READING: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. If after two notices, through no fault of Modern Office Methods, Inc. dba Document Solutions, we are unable to get a meter reading, we may estimate the reading and bill you accordingly. You will pay the invoice based on the estimated read. An adjustment will be made on a future invoice to reflect any difference between the estimated and actual read.

14. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification or acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Document Solutions, A Division of Modern Office Methods

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

City Auditor

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Attachment: Replace Records Area Copier (1667 : Permission to Remove and Replace Current Records Area Copier)

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement.

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc. dba Document Solutions

Lessor

Signature

Title

Date

City of Reynoldsburg Police Department

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between , as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Addendum - Client Asset Pick-up Authorization

Company	Address	City St Zip
Contact	Phone	eMail

[illegible]

Addendum - Pre-Installation Site Survey

Company	Address	City St Zip
Install Contact	Phone	eMail
Training Contact	Phone	eMail
Network Contact	Phone	eMail

Model	Location	Network Drop	Fax Line	 115v/15a	 115v/20a	 220v/20a	IP Address / Comments
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	

Attachment: Replace Records Area Copier (1667 : Permission to Remove and Replace Current Records Area Copier)

Machine Removal Information

Hard Drive Security

- ☒ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- ☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- ☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____

Title: _____

Date: _____

HD Security Terms & Conditions Acceptance

Client Asset Pick-up Authorization

- ☐ **"Remove" & Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- ☒ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- ☐ **"Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name _____

Signature _____

Requested Return Date: ____/____/____

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Canon iR4045	Serial #	HRN08026	Location	7240 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"

Asset(s) To Be Relocated

Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

Attachment: Replace Records Area Copier (1667 : Permission to Remove and Replace Current Records Area Copier)

Site Survey

General									
Company	City of Reynoldsburg Police Department			Contact	Cheryl Kristy			Order #	
Address	7240 E main St			Phone #	614-322-6932			Sales Rep Dan Lamatrice	
City St Zip	Reynoldsburg ohio 43068			e-Mail	ckristy@reypd.com			Date 2/6/2017	
Delivery Information									
Model	Canon iR4545i			115v/15a	115v/20a	220v/20a	Steps	☐	
Location	7240 E main st			Elevator	☐			☐	
IPAddress	☐			Dock	☐			☐	
Model				115v/15a	115v/20a	220v/20a	Steps	☐	
Location				Elevator	☐			☐	
IPAddress				Dock	☐			☐	
Connectivity & Software									
IT Contact				☐ Hot Swap	☐ User Codes ☒ Scan to Email ☐ Fiery / Creo				
IT Phone				☐ Demo Unit	☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer				
IT Email					☐ Fax Forward ☐ PPDM ☐ PS for Macs				
☒ Internal ☐ Outsourced ☐ None									
Who will be networking the equipment?				Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No					
☒ MOM ☐ Client ☐ Not Connected				Is there a fax line available within 5 feet of the machine? ☒ Yes ☐ No					
Modern Office Methods would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☒ DCA Already Installed ☐ DCA Install Approved									
Network Services & Installation Rates Charge					Software Acknowledgement & Release				
Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these					Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.				
Connectivity Warranty									
Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.									
Client Responsibilities									
Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client. - Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training.									
Signature _____ Network Installation Terms & Conditions Acceptance					Date _____				
Post-Installation Training ☒ Yes ☐ No									
Key Operator Contact	Cheryl Kristy			Phone #	614-322-6932			e-Mail ckristy@reypd.com	
Special Instructions									