



CITY COUNCIL

Council Meeting

Angie Jenkins, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Meredith Lawson-Rowe, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, March 22, 2021

Council Chambers

CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

- a. Lady Raiders Basketball Team

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. City Council – Regular Meeting – March 8, 2021

6. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

- a. Licking County Joint Fire District

- b. Community Commission Reports
 - A. Arts & Beautification
 - B. Welcoming & Diversity

7. **COMMUNICATIONS**

8. **MOTIONS**

- a. A Motion to Approve a Resolution Recognizing Erica Crawley
- b. A Motion to Approve a Resolution Recognizing Jo Ann Davidson
- c. A Motion to Approve a Resolution to Proclaim Social Workers Are Essential

9. **REPORTS**

a. **Liquor Permits**

- 1. Liquor Permit for SUBU Petroleum Inc.
- 2. Liquor Permit for 1883 Locale LLC

b. **Auditor's Report**

- 1. Auditor's Reports January, 2021

c. **Clerk of Court Report**

- 1. Clerk of Court Report

d. **Development, Parks & Recreation Committee**

- 1. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Parks & Recreation Department
- 2. An Ordinance to Amend, Remove, and Add Various Sections of Chapter 971 Municipal Parks in the Code of Ordinances for the City of Reynoldsburg, Ohio **(WORK SESSION ONLY)**
- 3. An Ordinance of Support for the City's Participation in the Central Ohio RAPID 5 Project to Connect Central Ohio Greenways and Appropriating Funds Therefor

e. **Public Safety, Law & Courts Committee**

1. An Ordinance Appropriating Funds from the Unappropriated General Funds to the Police Department for Donated Monies
2. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Copiers for the Police Department
3. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List, and Declaring an Emergency

f. **Public Service & Transportation Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, and Bid Services for the City's 2021 Water Main Replacement Project and Appropriating Funds Therefor
2. An Ordinance Authorizing the Mayor to Enter into a Contract with Star Consultants Inc. to Conduct a Needs Assessment for the City's Current Public Service and Parks and Recreation Facilities
3. An Ordinance Authorizing the City Engineer/Director of Public Service to Implement an Annual Sidewalk Inspection, Repair and Maintenance Program
4. An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Geographical Information Systems (GIS) Maintenance and Support
5. An Ordinance Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA, and Declaring an Emergency

g. Finance and Administration Committee

- A. An Ordinance Authorizing the Mayor to Enter into a Governmental Aggregation Program Agreement with Volunteer Energy Services, Inc., to Provide Full Requirements for Retail Natural Gas and Related Administrative Services to an Aggregated Group
- B. An Ordinance Authorizing the Mayor to Enter into an Agreement with Tyler Technologies for New World Systems Software Annual Service, Waive Competitive Bidding, Appropriating Funds Therefor, and Declaring an Emergency
- C. An Ordinance Authorizing and Directing the Mayor to Enter into Contract to Purchase Real Property to be Used by the City of Reynoldsburg, and Declaring an Emergency
- D. An Ordinance Authorizing and Directing the Mayor to Enter into Contract to Purchase Real Property to be Used by the City of Reynoldsburg and Declaring an Emergency

10. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List, and Declaring an Emergency --- Bryant. Public Safety, Law and Courts Committee.
- b. An Ordinance Appropriating Unencumbered Balances as of December 31, 2020 in Various Police Special Revenue Funds and Providing that Revenues for Funds Received During 2020 be Accepted, and Declaring an Emergency (Second Reading 3/8/2021). --- Salvati. Finance and Administration Committee.
- c. An Ordinance to Increase Training Appointment Period of the Tax Administrator to Ten Weeks, and Declaring an Emergency (Second Reading 3/8/2021). --- Salvati. Finance and Administration Committee.

11. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Parks & Recreation Department --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance of Support for the City's Participation in the Central Ohio RAPID 5 Project to Connect Central Ohio Greenways and Appropriating Funds Therefor -- - Baker. Development, Parks and Recreation Committee.

- c. An Ordinance Appropriating Funds from the Unappropriated General Funds to the Police Department for Donated Monies --- Bryant. Public Safety, Law and Courts Committee.
- d. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Copiers for the Police Department --- Bryant. Public Safety, Law and Courts Committee.
- e. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, and Bid Services for the City's 2021 Water Main Replacement Project and Appropriating Funds Therefor --- Strickland. Public Service and Transportation Committee.
- f. An Ordinance Authorizing the Mayor to Enter into a Contract with Star Consultants Inc. to Conduct a Needs Assessment for the City's Current Public Service and Parks and Recreation Facilities --- Strickland. Public Service and Transportation Committee.
- g. An Ordinance Authorizing the Director of Public Service to Implement an Annual Sidewalk Inspection, Repair and Maintenance Program --- Strickland. Public Service and Transportation Committee.
- h. An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Geographical Information Systems (GIS) Maintenance and Support --- Strickland. Public Service and Transportation Committee.
- i. An Ordinance Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- j. An Ordinance Authorizing the Mayor to Enter into a Governmental Aggregation Program Agreement with Volunteer Energy Services, Inc., to Provide Full Requirements for Retail Natural Gas and Related Administrative Services to an Aggregated Group --- Salvati. Finance and Administration Committee.
- k. An Ordinance Authorizing the Mayor to Enter into an Agreement with Tyler Technologies for New World Systems Software Annual Service, Waive Competitive Bidding, Appropriating Funds Therefor, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

- l. An Ordinance Authorizing and Directing the Mayor to Enter into a Contract to Purchase Real Property to be Used by the City of Reynoldsburg, and Declaring an Emergency --- Salvati. Finance and Administration Committee.
- m. An Ordinance Authorizing and Directing the Mayor to Enter into a Contract to Purchase Real Property to be Used by the City of Reynoldsburg and Declaring an Emergency --- Salvati. Finance and Administration Committee.

12. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency (First Reading 3/8/2021). --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Community Events Department (First Reading 3/8/2021). --- Baker. Development, Parks and Recreation Committee.
- c. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the East Main Street Roadway Improvements Phase 2 (First Reading 3/8/2021). --- Strickland. Public Service and Transportation Committee.
- d. An Ordinance to Authorize the Mayor to Enter into an Agreement with EMH&T to Conduct Closed-Circuit Television (CCTV) Data Collection and Analysis for the City's 2021 Sanitary Sewer Maintenance and Repair Program (First Reading 3/8/2021). --- Strickland. Public Service and Transportation Committee.
- e. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, & Bid Services for Improvements to East Main Street (Jackson Street to Waggoner/Graham Road) and Appropriating Funds Therefor (First Reading 3/8/2021). --- Strickland. Public Service and Transportation Committee.

13. LEGISLATION FOR THIRD READING

1. An Ordinance to Amend Chapter 503 of the Codified Ordinances of the City of Reynoldsburg to Provide Fair Housing Opportunities for Individuals and Their Families Regardless of the Source of Income to Pay for Such Accommodations (Second Reading 3/8/2021). --- Bryant. Public Safety, Law and Courts Committee.

14. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Creating Chapter 1397 Rental Property Registration to the Reynoldsburg Code of Ordinances to Provide for the Registration of Residential Rental Housing Located Within the Boundaries of the City of Reynoldsburg (Second Reading 3/8/2021). --- Strickland. Public Service and Transportation Committee.
- b. An Ordinance to Amend Chapter 160 Section 160.02 (F) Police Department of the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 3/8/2021). --- Salvati. Finance and Administration Committee.

15. OTHER COUNCIL MATTERS

16. UPCOMING MEETINGS

- a. April 1, 2021 Planning Commission
- b. April 12, 2021 Council (virtual)
- c. April 22, 2021, 2021 BZBA
- d. April 26, 2021 Council (virtual)
- e. May 6, 2021 Planning Commission
- f. May 10, 2021 Council (in-person)
- g. May 20, 2021 BZBA
- h. May 24, 2021 Council (in-person)

17. EXECUTIVE SESSION

- i. Pursuant to ORC Section 121.22 (G)(3) "to conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action."

ADJOURNMENT



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Council President Leanora Jenkins called the meeting to order at 6:39 PM

PRESENT: Cotner (Remote), Baker (Remote), Bryant (Remote), Strickland (Remote), Salvati (Remote), Pyakurel (Remote), Lawson-Rowe (Remote), Jenkins (Remote)
ABSENT:

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – February 22, 2021

The February 22, 2021 minutes were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Amy Klaben

Building Welcome Communities

During the last council meeting there was discussion of the number of housing vouchers and Reynoldsburg according to the Columbus Metropolitan housing authority in October 2020. There were 316 households with vouchers and Reynoldsburg, the number of vouchers was 12,787. Of those 316 vouchers, 82 had a disabled head of household, and 4 had a veteran head as head of household. I hope this is the information you were looking for the mayor had presented information as well. Please let me know if there are any further questions.

Carlie Boos

Executive Director of the Affordable Housing Alliance of Central Ohio

Good evening, Council President Jenkins and members of Council. My name is Carlie Boos and I am the Executive Director of the Affordable Housing Alliance of Central Ohio. I am here to thank you for proposing, considering, and hopefully adopting the Source of Income ordinance before you. This is a timely and reasonable measure that responds to a pressing need in our community, and your leadership on this matter is a model to the rest of the region. As you may know, the Alliance's membership is composed of specialists from across the housing spectrum, including both for-profit and nonprofit experts in housing,

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homelessness, community development, and community lending. Our landlord members own properties across the nation, with more than 10,000 rental homes in Franklin County, including in Reynoldsburg. This diversity of perspective ensures that the policy solutions we champion are not designed to favor any specific industry or stakeholder but, rather, are in the best interests of the community. That focus on our residents' needs is what makes source of income protections so essential. Too many Reynoldsburg residents struggle to pay their rent, in fact, the 43068 zip code is the tenth highest eviction source in the county, directly behind the Franklinton neighborhood on Columbus' west side. With Reynoldsburg's rapidly escalating housing prices (up nearly 13% last year alone), the number of households living on the brink will only grow. Those families, and the 54,000 like them across the county, are increasingly forced to lean on the social safety net to help make ends meet. However, too many find that reaching out for that help comes with a devastating trade off: being excluded from the cities in which they work, live, or worship because no local landlords will accept their payments. Communities like Reynoldsburg don't just close themselves off from new residents, but they become increasingly inhospitable for long-time neighbors who can't keep up with rising costs or weather employment shocks like the COVID-19 pandemic. As we continue to grow and prosper, this risk of displacement will only become more acute. This source of income ordinance is a key to combating that and ensures that our people are protected, and our City's growth remains equitable. I also want to commend the public engagement process you've hosted, which prioritized fact finding and resource sharing. This allowed us to challenge the myths that surround the housing choice voucher program, which are often rooted in pre-civil rights era stereotypes, and avoid underestimating the skill and adaptability of our landlord community. Source of Income laws ensure that tenants who can *afford* rent are not excluded simply because of *how* they pay that rent. This isn't just about good business sense, or smart housing policy, it's about respect. Respecting the fact that people, free from discrimination, will make choices that are right for their families and this ability to exercise choice makes us all stronger. It is only fitting then that Reynoldsburg, the City of respect, joins nearly one hundred other cities across America in adopting these protections. Thank you for your time and I'm happy to answer any question you may have.

Michael Wilkos

Senior Vice President of United Way Central Ohio

Good evening City Council. I want to thank you for the opportunity to speak in favor of the ordinance to protect people from discrimination based on their source of income. My name is Michael Wilkos and I'm Senior Vice President of United Way of Central Ohio. United Way supports approximately 100 Franklin County nonprofits, who every day serve some of the

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most vulnerable residents of our community in meeting their basic needs, and ensuring that children are successful in school. Source of income protection will help our nonprofit sector be more successful in order for nonprofits to be successful in their work. Families must be stable and their housing, and this legislation will help improve the success of the nonprofit sector in our community by helping people meet their full potential. We believe that this ordinance sponsored by Councilman Strickland is critical to the residents of Reynoldsburg. Many people have been come from Social Security, child support alimony disability income, veterans programs or governmental housing programs. This is an important protection that can help to expand the housing choices available to voucher holders, including in resource rich neighborhoods where affordable housing options might otherwise be unavailable. There are over 400,000 people in Franklin County, who currently live at 200% of the federal poverty level are approximately \$24,000 a year for a single adult thousands of people in Central Ohio are denied access to safe decent and sanitary housing options annually, the housing discrimination, your source of income refers to the practice of refusing to rent to a housing applicant because of that person's lawful source of income. Often the denial of housing will serve as a pretext, or prohibited form of discrimination and this disproportionately affects renters of color, women and persons with disabilities. As a result, source income discrimination contributes to the perpetuation of racially segregated neighborhoods, the concentrated poverty. Children are often hurt the most are these types of discrimination. As an example, national research shows that children who grew up in concentrated poverty by age 5 are already one and a half years behind middle class children, your academic achievement. Most children will never catch up, putting them behind academically and economically for most of their lives. Housing stability solutions are the right thing to do to ensure that children are successful in school and contribute to building a strong future workforce. Everybody in Central Ohio is having a hard time finding housing right now, but it's really a crisis for low income people and those with what after a decade of chronic under building and unprecedented population growth, Central Ohio home prices and rents have been running considerably faster than incomes, every single year for a decade. And lastly, source of income protections are good for the economy. Central Ohio continues to attract thousands of new jobs, and we are expected to grow by another 1 million people in the next 30 years, the same amount that we added in the past 30 years. We currently have a mismatch between where affordable housing is located and we're job growth is occurring further out beyond the belt way this mismatch will continue to get worse without multiple housing solutions, including source of income legislation. We believe at United Way that we all play a part in creating a more just region for children and families, and we believe this legislation is the right thing to do for children and families who struggle, and we thank

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Reynoldsburg City Council for all of your work towards supporting this important housing justice work, and we look forward to this passage and implementation.

Mayor Begeny

I wanted to again to extend my warmest welcome to Officer Otis Merrill who joined us today. He was sworn in, earlier this afternoon at Reynoldsburg police department. In spite of the fact that he's a former Packer for play for the NFL for the Green Bay Packers and as you know I'm a Bears fan so I'm not exactly pleased by that but I did learn a really good thing. His alma mater is actually Illinois State and that's where I spent some time when I was in Illinois. So the Redbirds now we have a connection with that. So again, welcome Otis Merrill to the Police Department, very happy to have you and thank you again for all of your contributions and for the chief here to extending this, I'd also like to thank Council on Meredith Lawson-Rowe for joining us earlier this afternoon at the swearing in. Thank you Madam President.

Communications

Treasury Board

TREASURY BOARD MINUTES FEBRUARY 2021

Motions

A MOTION TO APPROVE A RESOLUTION HONORING WOMEN'S' HISTORY MONTH

Councilmember Lawson-Rowe

Thank you Madam President, before I read I'd like to have a quick point of privilege, and it's just to share that it's an honor to bring forth this resolution, as we all both men and women stand on the shoulders of the great women leaders, before us yesterday and today. And so many of them obviously are named but far too many are a name. And so while a path was clear for me, and the rest of my women sisters. I'm bringing it upon myself to not only sweep but to vacuum the path, not only for my daughter and granddaughter but for everyone's daughters.

Councilmember Lawson-Rowe reads the resolution into the minutes.

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Councilmember Baker

I just want to thank Councilwoman Lawson-Rowe for bringing this resolution forward, it is much appreciated for not just those I served with your own Council but the mothers and the daughters and the aunts, and the grandmothers of the world and in Reynoldsburg, so I just want to say thank you. And to be honest there's a song I've been playing, almost all day, because I really liked it as James Brown, which is, it's a man's world, but it wouldn't be nothing without a woman or girl. So, I think that is appropriate for today.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Meredith Lawson-Rowe, Councilwoman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE COLORECTAL CANCER AWARENESS MONTH

Councilmember Salvati

This is the portion of the evening where the 52 year old man, celebrating his one year anniversary of his first colonoscopy will read a resolution for the Colorectal Cancer Awareness Month.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Reports

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for March 8, 2021.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Baker and President Jenkins.

An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio

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Attorney Shook

This is an ordinance to approve and authorize the execution of a contract for a Joint Economic Development District with Etna Township, it is known as JEDD 7. We have entered 4 previous Joint Economic Development District agreements with Etna Township. So you may be wondering why this is JEDD 7. I can tell you that JEDD 5 and 6 are currently <INAUDIBLE>. JEDD 7 is for a 52 acre parcel of land that is on Tollgate Road near 40. It is a bill to peruse development in Etna Township. The City's share from revenue generated by JEDD would be 20% of the net revenue that is the same as what the City receives for JEDD 1 and 2. And as an increase from what we received from JEDD 3 and 4 where we only receive 15%. This is up for a first read this evening. We will be requesting that to be passed as a three read emergency. The public hearing will be held the first meeting of April and I'm available here if you have any questions.

Councilmember Baker makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries.

An Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Community Events Department

Jennifer Clemens

Special Events and Media Coordinator

This legislation is requesting that the financial donations received in 2020 for the Tomato Festival be transferred to the 2021 Community Events budget. After the decision was made in 2020 to cancel it Tomato Festival we reached out to the sponsors that we have received at that time and they asked that we carried over to sponsorship for the 2021 Tomato Festival.

Councilmember Cotner

CT was going to be for the Thursday entertainment? I mean, so I'm assuming they paid that fee to be that so well that carry to a specific, the same thing with them, or do they not care they just want to make sure that their money goes toward the event or will they have some kind of still title sponsor to that to that night's entertainment. Again, just curious. I'm sure they're not having a real problem with it but our treating them obviously and making sure that that's, you know, they're getting the same value.

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Jennifer Clemens

Absolutely. Typically what was in that sponsorship package that Thursday night entertainment is usually a banner that's on the front of the stage on Thursday night that recognizes some of the entertainment. That money will be used for that. There's entertainment, some rolling entertainment throughout the festival that evening as well.

Councilmember Cotner

Okay, thanks. Thanks, it wasn't a big deal I just making sure that they were still getting their same value there. Thank you.

Councilmember Baker makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Pyakurel. Motion carries.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for March 8, 2021.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, and President Jenkins.

An Ordinance to Amend Chapter 503 of the Codified Ordinances of the City of Reynoldsburg to Provide Fair Housing Opportunities for Individuals and Their Families Regardless of the Source of Income to Pay for Such Accommodations

Attorney Shook

We are going to be requesting that Council consider an amendment to this ordinance this evening. At the request of Councilmember Strickland, and consultation with Attorney Carlie Boos who spoke here earlier this evening. There has been additional language added under section 503.07 subsection H. I'm going to go ahead and read that language because it's relatively short, it states quote "If a residential landlord requires that a prospective tenant, or current tenant, have a certain threshold of income, any source of income in the form of a rep voucher or subsidy must be subtracted from the total of the monthly rent prior to calculating if the income tried criteria has been met." The purpose of this additional language is to ensure that landlords are not able to discriminate against individuals who receive such subsidies by discounting the fact that they are paying their rent with that subsidy. And that is at

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the request of Councilmember Strickland and I want to thank Attorney Carlie Boos for suggestion of language on it.

Councilmember Cotner

You know, I don't see much of any questions that I mean, it's clear that this is, fast moving through, and I shouldn't say that. Not fast moving through. We have definitely spent time, and given fair opportunity. So, that that's not the right way to say that so I apologize, but you know I still think that this, you know, forcing landlords, forcing businesses into going through programs and requiring how they collect their fees. I still think is an overreach on the part of Council. I think the use of vouchers is a great program. I've worked with Columbus Metropolitan, not any challenges that have been too cumbersome to overcome. I guess that I think it's inappropriate that Council is telling businesses how they can collect.

We've got the discrimination protections from the federal level all the way down to the City level. I just, I don't love the fact that we're moving forward of telling businesses how they're supposed to operate so that's continues to be my concern. The fact that, you know, really the only negative we ever heard was from the attorney who said he, his opposition from the, from the apartment complexes that he would represent was entering into a third party contract, which is what this requires. They haven't come back to beat down our doors. Now that may happen once this has passed, I don't know, but I that continues to be the problem for me is that we are telling landlords to enter into a third party contract with a government agency and put those extra stipulations on them as owners so that's the part that troubles me with this. I just wanted to share my opinion and that of the handful who have reached out. Thank you.

Councilmember Strickland

First of all I would like to thank Michael Wilkos, Amy Klaben and Carlie Boos, who have put a lot of work into this legislation to making sure that we are in compliance when it comes to not breaking any laws. Also, one of the reasons why I brought this legislation forward was really to aim to protect people who need the access to equitable housing. So I am going to urge my fellow Councilmembers to move this ordinance forward. As we have already mentioned before, Bexley, Westerville. And now, Columbus is also talking about the source of income or Columbus is actually I believe have a vote on it this evening. I am urging the City of Respect to make sure that we are moving forward as we continue to grow. And we also have to make sure

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that those that may need a little assistance also have a voice here at City Council. Thank you.

President Jenkins

I did notice that Carlie had mentioned that Columbus passed it about five minutes ago.

Councilmember Bryant

Thank you President Jenkins.

Councilmember Bryant makes a motion to amend the ordinance to include the new language proposed in the Council packet. Second by Councilmember Pyakurel. Motion carries.

Roll Call; Councilmember Cotner; Aye, Councilmember Baker; Aye, Councilmember Bryant; Aye, Councilmember Strickland; Aye, Councilmember Salvati; Aye, Councilmember Pyakurel; Aye, Councilmember Lawson-Rowe; Aye. 7-0.

Councilmember Lawson-Rowe makes a motion to forward the amended ordinance to Council for a second reading. Second by Councilmember Pyakurel. Motion carries.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for March 8, 2021. Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Strickland and President Jenkins.

An Ordinance Authorizing the Appropriation of Additional Salary Funding for Overtime for the Streets Department, and Declaring an Emergency

Director Dorman

The reason for this appropriation, obviously is, as everyone knows, we had a fairly normal winter in Ohio. Our overtime budget for this year, which was around I think \$28,000 has been pretty much depleted I think we're around \$26,000 in over time spent for snow removal this year. And that is after, most of our employees will build up the comp balance to the maximum threshold allowed by the City. After that everything is paid out is over time. So we've reached that point and obviously knowing that we have some other festivities this year still to come, as well as a

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another round of winter late this year through potentially October, November, December we just need to add money to that fund to cover any kind of expense.

Councilmember Lawson-Rowe

I'm in support, and Friday was employee Appreciation Day, and many, many of us have an opportunity to meet those gentlemen that work so hard and keep in our streets cleaned and paved and snow removal. So they're the real heroes here so I fully support, thank you.

Councilmember Strickland makes a motion to forward the ordinance to Council as a single read emergency. Second by Councilmember Lawson-Rowe. Motion carries. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the East Main Street Roadway Improvements Phase 2

Director Dorman

We've talked about this in the past on several different levels. The City applied for funding which Council authorized last year and we were fortunate enough to receive another grant from the Ohio Public Works Commission for phase two of Main Street. Just to let everyone know we actually opened bids on the first phase of Main Street, this past Friday, the bids were within the engineer's estimates. It was up slightly over but within the 10% tolerance. So we're going to be going to Council pretty soon about that as well but this is phase two and phase two, is pretty much the same kind of concept we've been talking about it won't be as heavy on the streetscaping because of the vernacular of the street there. We have a lot of the businesses they sit back a little further from the street, they're not like the historic area, but this will be from Jackson Street to Palmer and Graham, and we have been awarded that grant through the OPWC so this would be to engage the City engineer into the design portion of that work.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, & Bid Services for Improvements to East Main Street (Jackson Street to Waggoner/Graham Road) and Appropriating Funds Therefor

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Director Dorman

Okay, my apologies I think I confused the other two. I think the other proposal we were talking about was for the inspection work for EMH&T, and I apologize. The one we just talked about is to inspect the project that we just awarded and this one will be for the design services, my apologies.

Clerk Prasher

The previous ordinance was to accept the grant, for Council to accept the grant from OPWC.

Director Dorman

Okay. Thanks, Mollie. Okay. Gotcha. That's correct. And we're doing some cleanup that's right. So essentially, the first one we read was to accept the funds to receive them OPWC. This one is to then engage EMH&T to do the design work. Thank you, Mollie, I appreciate you clearing that up.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Pyakurel. Motion carries.

An Ordinance to Authorize the Mayor to Enter into an Agreement with EMH&T to Conduct Closed-Circuit Television (CCTV) Data Collection and Analysis for the City's 2021 Sanitary Sewer Maintenance and Repair Program

Director Dorman

Yes, so this is a contract that we enter into typically with EMH&T annually. It was based on a director's findings in orders from the EPA that was entered into probably around eight years ago. Every year the City has to do annual inspections of our sanitary sewer system to basically show that it's functioning in the right capacity. This was a direct kind of order that was issued originally to larger treatments center like the City of Columbus and then after Columbus receive theirs and follow that trickle down to all the satellite communities. So, since we send all of our districts to Columbus we're part of that general quarter. This is for an area I think attached to the ordinance should have been an exhibit as well which would show the area is a map on there I believe as well. And once again, once we do this work, then that'll provide us kind of a framework for next year's lining project and manhole rehabilitation. If you're not familiar this year and we focusing on the Briar Cliff area. Last year after some of the flooding we had we kind of moved our schedule around a little bit to focus on that area, we did extensive camera work in that area. Didn't find a huge

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**MINUTES REGULAR MEETING
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amount of issues but the ones that we did find out, our goal is to address this later this year. EMH&T does have their own crew so that's not something we subcontract out, they actually have their own camera truck that they will bring out and they will do all this work in house.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for March 8, 2021

Members in attendance are: Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Chair Salvati and President Jenkins.

An Ordinance to Increase Training Appointment Period of the Tax Administrator to Ten Weeks, and Declaring an Emergency

Auditor Cicak

After last meeting I forwarded Council and communication from Joni Crawford that explained the reason for the extra two weeks. Since that last communication. We've got a new JEDD, and two more on the way. And one of the things that I don't think anybody really understands about the new JEDDs, is that they're getting broken down into parcels. The City doesn't collect tax by parcel they do it by the whole entire JEDD area. So a good explanation would be trying to collect tax in the four wards that's different. And then asking for information from a group when they don't know the tax to Reynoldsburg they owe the tax to a different entity so we don't have legal standing to ask the questions. Now, last year we had a meeting where Brenda Browning was able to come up with a plan with Attorney Shook and the people out in Etna township, in which we put the responsibility of getting the details for the individual partners from the companies themselves, and the reasons that they went to the different parcels is because the school district out there started flexing their muscle and holding back any abatements that they were going to give to allow development to happen. Now with these three additional JEDDs, cross training, all the jobs in my department. I'm not asking for additional appropriation. It was budgeted just asking for two extra weeks to get to replace someone that's been on the job for 30 plus years.

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**MINUTES REGULAR MEETING
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Councilmember Baker

Thank you to Joni for sending out that information.

Councilmember Salvati makes a motion to forward the ordinance to Council for a second read. Second by Councilmember Baker. Motion carries.

Legislation for Emergency Adoption

20-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2021 FIREWORKS DISPLAY, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

21-2021

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF ADDITIONAL SALARY FUNDING FOR OVERTIME FOR THE STREETS DEPARTMENT, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

22-2021

AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED IN THE PRIOR YEAR FOR THE DEVELOPMENT DEPARTMENT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 8, 2021

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Consent Agenda for First Reading

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/22/2021 6:30 PM
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AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/22/2021 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS PHASE 2 --- Strickland. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/22/2021 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING, & BID SERVICES FOR IMPROVEMENTS TO EAST MAIN STREET (JACKSON STREET TO WAGGONER/GRAHAM ROAD) AND APPROPRIATING FUNDS THEREFOR -- Strickland. Public Service and Transportation Committee.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
March 8, 2021**

RESULT: REFERRED TO COUNCIL

Next: 3/22/2021 6:30 PM

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T TO CONDUCT CLOSED-CIRCUIT TELEVISION (CCTV) DATA COLLECTION AND ANALYSIS FOR THE CITY'S 2021 SANITARY SEWER MAINTENANCE AND REPAIR PROGRAM --- Strickland. Public Service and Transportation Committee.

RESULT: REFERRED TO COUNCIL

Next: 3/22/2021 6:30 PM

Consent Agenda for Second Reading

AN ORDINANCE TO AMEND CHAPTER 503 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO PROVIDE FAIR HOUSING OPPORTUNITIES FOR INDIVIDUALS AND THEIR FAMILIES REGARDLESS OF THE SOURCE OF INCOME TO PAY FOR SUCH ACCOMMODATIONS --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE CREATING CHAPTER 1397 RENTAL PROPERTY REGISTRATION TO THE REYNOLDSBURG CODE OF ORDINANCES TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 160 SECTION 160.02 (F) POLICE DEPARTMENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Salvati. Finance and Administration Committee.

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2020 IN VARIOUS POLICE SPECIAL REVENUE FUNDS AND PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2020 BE ACCEPTED --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO INCREASE TRAINING APPOINTMENT PERIOD OF THE TAX ADMINISTRATOR TO TEN WEEKS, AND DECLARING AN EMERGENCY - -- Salvati. Finance and Administration Committee.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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Consent Agenda for Third Reading

23-2021

AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY OF REYNOLDSBURG CODIFIED ORDINANCES FOR 2021 FOR VARIOUS REYNOLDSBURG PARKS AND RECREATION EVENTS --- Baker. Development, Parks and Recreation Committee.

Councilmember Cotner

At one point, when we did talk about this in committee. There was the discussion that. This could include inside the Livingston house, the ordinance doesn't say anything about inside locations, it says the locations where this will be happening is in fenced areas, But with this include inside, either Livingston house or inside the Senior Center or inside any of the buildings or is this strictly outdoor?

Director Bauman

We have decided that we will not have any alcohol inside the Livingston House and right now we are looking at that event as not having any alcohol at all there.

Councilmember Cotner

Ok, it's still in the ordinance though that it would be approved to have it there?

Director Bauman

If it was outside, but the event that we're going to have there the artists and makers market we probably won't have alcohol there.

Councilmember Cotner

But we are but we are approving that you could at that event?

Director Bauman

Right. If you'd like to have it removed we could have it removed.

Councilmember Cotner

No I the only part that I'm apprehensive is inside the buildings, so if we're outside it doesn't concern me the same way it did before, so that's the part that I just wanted to clarify was making sure of that detail so if it's in there, it's in there as long as we're talking again outdoors. Thank you.

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**MINUTES REGULAR MEETING
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Other Council Matters

Councilmember Baker

Thank you to all the essential workers. Two, Director Dorman, and I sent you an email regarding part of Taylor Road, I didn't know if he received it or not. Okay might not be on. And three I just want to congratulate the Reynoldsburg men and women's basketball. They came up short but they still had a tremendous season, and it just sets the bar higher from next year so I just want to put that up.

Councilmember Pyakurel

I want to thank Councilmember Lawson-Rowe for bringing the resolution and International Woman's Day. There is a lot to recognize this month. We had a woman literacy program here Reynoldsburg, so we just did the graduation on March 3. So there are 13 one woman graduated from that program so the continue the next program from the month of May, again, that will continue to be going so they started with this world international woman month, and March, so that is just the beginning. And will it will be getting more participants and from all people in our communities for different things. Thank you. How we are planning for having a physical meeting. The next one will be virtual then April will be having a physical one, have we decided?

President Jenkins

I haven't been here for the last couple meetings but we haven't discussed that as of yet. I think it's a discussion that we need to have. I guess everyone can voice their opinion now or we can wait until our next meeting just to see.

Mayor Begeny

Just wanted to remind members of Council if you had not had a chance to be in City Hall recently, and in Council Chambers you have the dividers, that are in place by all of the computer screens for each station at was an air purifier and system. In addition to the cameras that are present. So Council Chambers are ready. The only concern that I think maybe is not necessarily the members of council that are there but whether or not the public has the opportunity to attend under the guidelines of some of the numbers that are out there, but that's completely up to Council but we're doing what we can here at City Hall to make it as safe as possible for everyone.

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 8, 2021

Councilmember Pyakurel

Personally for me I would like to have this physical and in person meeting, that's what I want.

President Jenkins

Do we have any other restrictions? I don't know if Governor DeWine has spoken about social distancing or any changes. I know he is supposed to discuss this soon with everyone, being able to have the vaccine available by April or May I believe maybe it's May, but I haven't heard anything yet but we can certainly discuss it and make a decision by our next meeting if we want to meet in April, in person. I know that I heard today that the 50 and older, group is this Thursday I believe for the vaccine. So I think there are more and more people that have that ability to get the vaccine if they're interested in getting it so it looks like things are moving rather quickly with being able to get the vaccine so that's a good thing.

Councilmember Baker

50 and older and type two diabetes and another one I cannot remember, but yes this Thursday,

Upcoming Meetings

March 18, 2021 BZBA

March 22, 2021 Council

April 1, 2021 Planning Commission

April 12, 2021 Council

April 15, 2021 BZBA

April 26, 2021 Council

Adjournment

Mollie Prasher
Mollie Prasher, Clerk of Council

Leanora Jenkins
Leanora Jenkins, President of Council

Minutes Acceptance: Minutes of Mar 8, 2021 6:30 PM (Approval of Minutes)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: March 22, 2021**TO:****RE: Recognition of Erica Crawley**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This resolution recognizes the accomplishments of Representative Erica Crawley.

A Resolution of Appreciation for Erica Crawley

Whereas, the City of Reynoldsburg wishes to recognize Erica Crawley for her outstanding dedication and continuous commitment to the Reynoldsburg community and the state of Ohio; and

Whereas, Ms. Crawley received her Bachelor of Arts degree in Criminology from Cleveland State University and a Master's degree in Public Administration from Walden University; and

Whereas, Ms. Crawley also proudly served the United States as a Naval Computer and Telecommunication Area Master in the Navy from 2000 until 2003, when she was honorably discharged; and

Whereas, she has worked advocating on behalf of children and families with the Cuyahoga County Job & Family Services, the YMCA Head Start Program, as a court appointed Special Advocates for Children, and with the Black Child Development Institute in Atlanta; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

Whereas, Ms. Crawley continued her career by pursuing a lifelong dream of becoming an attorney where she graduated from Capital University, where in 2017 she was awarded the Graduate of the Year for the Black Law Student's Association, the Capital University Law School Dean's Ambassador Award and Order of the Barristers; and

Whereas, in 2018, Ms. Crawley was elected at the Ohio House of Representative for the 26th district and proudly serves on the Finance Committee and the Armed Services and Veterans Affairs Committee; and

Whereas, Ms. Crawley has expressed her dedication to expand access to health care, help veterans, address prenatal and infant health care, and facilitate more open conversations about discrimination and race.

Now therefore, be it resolved by the City Council of Reynoldsburg:

Section 1: That the Reynoldsburg City Council is proud to acknowledge, recognize, and value Erica Crawley for her service to our country, her remarkable years of community service, her commitment to the community and state, her commitment and loyalty to the citizenry of Reynoldsburg and the state of Ohio.

Passed this 22nd day of March, 2021.

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

MOTION REQUEST

DATE: **March 22, 2021**

TO:

RE: **Recognition of Jo Ann Davidson**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This resolution recognizes the accomplishments of local resident Jo Ann Davidson.

A Resolution of Appreciation for Jo Ann Davidson

Whereas, the City of Reynoldsburg wishes to recognize Jo Ann Davidson for her outstanding dedication and continuous commitment to the Reynoldsburg community and the state of Ohio; and

Whereas, Mrs. Davidson was born in Findlay, Ohio, but settled in Reynoldsburg where she raised her family and embarked on her political career; and

Whereas, Mrs. Davidson was elected to the Reynoldsburg City Council in 1967 and served with distinction until 1977 when she was elected at Clerk to Truro Township; and

Whereas, in 1980 Mrs. Davidson was elected to the Ohio House of Representatives, served as House Minority Leader in the 120th General Assembly, and was selected as the first female Speaker of the Ohio House in 1995 where she served until 2001; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

Whereas, Mrs. Davidson continued to serve Ohio on a variety of boards and an charity organizations providing her talents and expertise on budgeting issues, education issues, and local government issues; and

Whereas, Mrs. Davidson has been a member or assisted with the Reynoldsburg Parent-Teacher Association, Girl Scouts of America, the March of Dimes, the Ohio Chamber of Commerce Special Programs, the Reynoldsburg-Pickerington Rotary Club and many more organizations; and

Whereas, during her many years of service, Jo Ann Davidson has served her state and community with dedication, distinction, led by example, and earned the deep respect and gratitude of the many individuals she has represented.

Now therefore, be it resolved by the City Council of Reynoldsburg:

Section 1: That the Reynoldsburg City Council is proud to acknowledge, recognize, and appreciate Jo Ann Davidson for her distinguished career, outstanding years of community service, her commitment to community and state, her selflessness, and loyalty to the citizenry of Reynoldsburg and the state of Ohio.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: **March 22, 2021****TO:****RE:** Recognition of Social Worker Month

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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**A MOTION TO APPROVE A RESOLUTION TO PROCLAIM SOCIAL WORKERS
ARE ESSENTIAL**

WHEREAS, the social work profession for decades has been dedicated to improving human well-being and enhancing the basic needs of all people, especially the most vulnerable among us; and

WHEREAS, this year's Social Work Month theme, Social Workers are Essential, embodies the heroic contributions of the social work profession to our nation, including the work social workers have done to heal our nation during these times of pandemic, racial unrest, economic uncertainty, and political divisiveness; and

WHEREAS, social workers have helped this nation live up to its values by successfully advocating for equal rights for all people, no matter their race, sexual identity, gender, gender expression, culture, or religion; and

WHEREAS, the social work profession is one of the fastest growing professions in the United States, with nearly 800,000 people expected to be employed as social workers by 2028; and

WHEREAS, social workers work in all parts of our society to empower people to live to their fullest potential; and,

WHEREAS, school social workers have worked with families and schools throughout the pandemic to ensure students reach their full academic and personal potential; and,

WHEREAS, social workers play a crucial role in our nation's health care system and have played a key role in this nation's response to COVID-19 and helping individuals, families, and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

communities cope with the epidemic whether in person or remotely with substance use disorders and mental illnesses such as depression and anxiety; and,

WHEREAS, social workers will continue to stand ready to assist our nation in overcoming present and future challenges including pushing for racial equity, ending gun violence, improving health care and mental health care for all, and urging lawmakers to adopt immigration reforms.

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize the numerous contributions made by America's social workers by proclaiming the month of March 2021 as National Social Work Month and call upon all citizens to celebrate and support the National Association of Social Workers.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 phone****Memo**

DATE: March 22, 2021**TO:****CC:****RE: Liquor Permit for SUBU Petroleum Inc.**

Chief Baker, following a police investigation, will provide Council with the department's recommendation regarding the need for a hearing and the advisability of issuing a liquor permit.

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

86744320005		NEW	SUBU PETROLEUM INC DBA MAIN STREET FOOD MART 7616 E MAIN ST REYNOLDSBURG OH 43068
PERMIT NUMBER		TYPE	
ISSUE DATE			
02 26 2021			
FILING DATE			
C1 C2		PERMIT CLASSES	
25	220	B	C87247
TAX DISTRICT			RECEIPT NO.

FROM 03/02/2021

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 03/02/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/02/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 8674432-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal Officer

CLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Rev 2/10/2021



Department of Commerce

Division of Liquor Control

Sheryl Maxfield, Director

Mike DeWine, Governor
Jon Husted, Lt. Governor

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be:

FAXED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 – 3166

EMAILED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensingMailUnit@com.state.oh.us

POSTMARKED, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1
TTY/TDD 800-750-C
com.ohio

An Equal Opportunity Employer and Service Provider

Attachment: SUBU Petroleum Inc (Liquor Permit SUBU Petroleum Inc.)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 phone****Memo**

DATE: March 22, 2021**TO:****CC:****RE: Liquor Permit for 1883 Locale LLC**

Liquor Permit for 1883 Locale LLC

Chief Baker, following a police investigation, will provide Council with the department's recommendation regarding the need for a hearing and the advisability of issuing a liquor permit.

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6553070		NEW	1883 LOCALE LLC 7345 1/2 E MAIN ST REYNOLDSBURG OH 43068
PERMIT NUMBER		TYPE	
ISSUE DATE			
02 27 2021			
FILING DATE			
D1 <i>D2 D3 D6</i>			
PERMIT CLASSES			
25	220	B	C87276
TAX DISTRICT			RECEIPT NO.

FROM 03/03/2021

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 03/03/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/05/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 6553070

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Attachment: 1883 Locale LLC (Liquor Permit for 1883 Locale LLC)



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 phone****Memo**

DATE: March 22, 2021**TO: City Council****CC:****RE:**



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	1,071,019.00	.00	1,071,019.00	95,764.52	.00	95,764.52	975,254.48	9	990,721.00
5104	Wages-Part time	122,679.00	.00	122,679.00	9,157.60	.00	9,157.60	113,521.40	7	95,650.00
5105	Overtime	365,000.00	.00	365,000.00	17,963.52	.00	17,963.52	347,036.48	5	209,730.00
5106	Longevity	50,000.00	.00	50,000.00	6,250.00	.00	6,250.00	43,750.00	12	54,500.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,449,911.00)
5109	HSA Employer Funding	288,868.00	.00	288,868.00	273,934.00	.00	273,934.00	14,934.00	95	310,400.00
5111	Wages Chief	133,994.00	.00	133,994.00	10,307.20	.00	10,307.20	123,686.80	8	140,690.00
5113	Wages Enforcement	6,604,874.00	.00	6,604,874.00	498,258.61	.00	498,258.61	6,106,615.39	8	6,329,080.00
5151	PERS Contribution	169,512.00	.00	169,512.00	12,030.17	.00	12,030.17	157,481.83	7	147,370.00
5152	PFDPF Contribution	1,224,841.00	.00	1,224,841.00	97,376.39	.00	97,376.39	1,127,464.61	8	1,085,480.00
5155	PERS Pickup	57,899.00	.00	57,899.00	4,341.09	.00	4,341.09	53,557.91	7	51,990.00
5161	Group Insurance	1,381,134.00	1,441.26	1,382,575.26	110,794.89	216,328.37	110,794.89	1,055,452.00	24	1,257,820.00
5166	Medicare	121,041.00	.00	121,041.00	8,944.78	.00	8,944.78	112,096.22	7	109,780.00
	Personal Services Totals	\$11,590,861.00	\$1,441.26	\$11,592,302.26	\$1,145,122.77	\$216,328.37	\$1,145,122.77	\$10,230,851.12	12%	\$8,333,360.00
	Supplies									
5201	Office Supplies	10,000.00	2,396.81	12,396.81	866.07	5,254.07	866.07	6,276.67	49	8,660.00
5202	Photo Copy Supplies	3,500.00	999.75	4,499.75	999.75	1,000.00	999.75	2,500.00	44	2,490.00
5203	Computer Supplies	15,000.00	3,145.66	18,145.66	2,400.76	3,942.21	2,400.76	11,802.69	35	11,390.00
5205	Small Tools/Minor Equipment	9,700.00	30.98	9,730.98	30.98	1,469.02	30.98	8,230.98	15	5,320.00
5206	Evidence	10,000.00	.00	10,000.00	.00	5,000.00	.00	5,000.00	50	10,000.00
5207	Law Enforcement Supplies	72,000.00	4,183.71	76,183.71	1,349.39	25,113.02	1,349.39	49,721.30	35	57,060.00
5213	Repair and Maintenance Supplies	12,000.00	1,332.43	13,332.43	789.98	4,578.43	789.98	7,964.02	40	6,730.00
5241	Uniforms-Purchased	104,700.00	11,486.44	116,186.44	4,057.33	32,566.35	4,057.33	79,562.76	32	96,020.00
5251	MV Gas and Oil	140,000.00	6,406.75	146,406.75	13,277.63	13,129.12	13,277.63	120,000.00	18	81,010.00
	Supplies Totals	\$376,900.00	\$29,982.53	\$406,882.53	\$23,771.89	\$92,052.22	\$23,771.89	\$291,058.42	28%	\$278,720.00
	Services									
5311	Utilities	145,000.00	16,466.11	161,466.11	8,678.14	112,823.08	8,678.14	39,964.89	75	104,440.00
5321	Professional Training	107,150.00	5,851.50	113,001.50	5,637.40	9,314.10	5,637.40	98,050.00	13	59,620.00
5323	Publications	3,750.00	.00	3,750.00	.00	.00	.00	3,750.00	0	3,060.00
5324	Professional Association Dues	2,500.00	290.00	2,790.00	560.00	7,230.00	560.00	(5,000.00)	279	1,840.00
5325	Educational Assistance	10,000.00	2,469.75	12,469.75	.00	7,469.75	.00	5,000.00	60	4,030.00
5339	Misc Contract Services	85,200.00	5,069.09	90,269.09	8,300.59	33,182.86	8,300.59	48,785.64	46	52,270.00
5351	Liability Insurance Deductible	50,000.00	3,605.71	53,605.71	3,605.71	5,000.00	3,605.71	45,000.00	16	41,590.00
5361	Building Repair/Maintenance	80,000.00	3,193.09	83,193.09	3,002.12	17,117.85	3,002.12	63,073.12	24	32,550.00
5362	Equipment Maintenance	80,350.00	720.03	81,070.03	967.00	35,793.03	967.00	44,310.00	45	43,440.00
5363	MV Repair/Maintenance-External	30,000.00	3,145.00	33,145.00	3,145.00	5,500.00	3,145.00	24,500.00	26	2,370.00
5366	Computer Maintenance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	410.00



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	110 - General Fund									
Department	111 - Police Division									
	EXPENSE									
	<i>Services</i>									
5375	Prisoner Care	145,000.00	14,834.00	159,834.00	4,334.00	29,000.00	4,334.00	126,500.00	21	56,921
5391	Postage	7,000.00	.00	7,000.00	334.98	3,500.00	334.98	3,165.02	55	2,221
5392	Fingerprinting Services	750.00	22.00	772.00	22.00	500.00	22.00	250.00	68	251
5393	L.E.A.D.S Terminal	8,500.00	.00	8,500.00	600.00	6,600.00	600.00	1,300.00	85	7,801
5395	Printing/Advertising	20,000.00	215.38	20,215.38	179.97	8,614.61	179.97	11,420.80	44	10,121
5396	Uniform Cleaning/Repairs	45,000.00	1,864.89	46,864.89	1,864.89	20,000.00	1,864.89	25,000.00	47	21,071
5399	Other Miscellaneous Services	6,500.00	.00	6,500.00	41.87	1,958.13	41.87	4,500.00	31	3,561
	<i>Services Totals</i>	\$829,700.00	\$57,746.55	\$887,446.55	\$41,273.67	\$303,603.41	\$41,273.67	\$542,569.47	39%	\$447,641
	<i>Capital Purchases</i>									
5631	Furniture and Fixtures	10,000.00	.00	10,000.00	.00	5,000.00	.00	5,000.00	50	4,811
5632	Motor Vehicles	341,000.00	10,000.00	351,000.00	.00	10,000.00	.00	341,000.00	3	61,441
5633	Machinery and Equipment	50,000.00	217.43	50,217.43	217.43	2,877.00	217.43	47,123.00	6	120,241
5634	Unmarked Vehicles	8,400.00	533.33	8,933.33	1,600.00	3,333.33	1,600.00	4,000.00	55	7,191
5639	Other Equipment	66,000.00	.00	66,000.00	2,137.01	31,694.99	2,137.01	32,168.00	51	38,321
	<i>Capital Purchases Totals</i>	\$475,400.00	\$10,750.76	\$486,150.76	\$3,954.44	\$52,905.32	\$3,954.44	\$429,291.00	12%	\$232,021
	EXPENSE TOTALS	\$13,272,861.00	\$99,921.10	\$13,372,782.10	\$1,214,122.77	\$664,889.32	\$1,214,122.77	\$11,493,770.01	14%	\$9,291,751
Department	111 - Police Division Totals	(\$13,272,861.00)	(\$99,921.10)	(\$13,372,782.10)	(\$1,214,122.77)	(\$664,889.32)	(\$1,214,122.77)	(\$11,493,770.01)	14%	(\$9,291,751)

Attachment: Departmental Budget-January, 2021 03_10_2021 9:59:45 AM Joni Crawford 461052WG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 290 - Mechanic										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	99,351.00	.00	99,351.00	7,653.44	.00	7,653.44	91,697.56	8	79,210
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(1,697)
5109	HSA Employer Funding	8,000.00	.00	8,000.00	6,000.00	.00	6,000.00	2,000.00	75	8,660
5151	PERS Contribution	13,909.00	.00	13,909.00	1,009.12	.00	1,009.12	12,899.88	7	10,640
5161	Group Insurance	42,050.00	.00	42,050.00	2,565.72	5,009.28	2,565.72	34,475.00	18	27,800
5166	Medicare	1,441.00	.00	1,441.00	106.71	.00	106.71	1,334.29	7	1,090
	Personal Services Totals	\$164,751.00	\$0.00	\$164,751.00	\$17,334.99	\$5,009.28	\$17,334.99	\$142,406.73	14%	\$125,730
	Supplies									
5201	Office Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	200
5203	Computer Supplies	100.00	.00	100.00	.00	100.00	.00	.00	100	90
5205	Small Tools/Minor Equipment	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	1,430
5213	Repair and Maintenance Supplies	120,000.00	329.14	120,329.14	2,846.10	45,783.04	2,846.10	71,700.00	40	69,940
5259	Operating Materials and Supplies	8,500.00	.00	8,500.00	.00	5,000.00	.00	3,500.00	59	5,890
	Supplies Totals	\$131,800.00	\$329.14	\$132,129.14	\$2,846.10	\$52,383.04	\$2,846.10	\$76,900.00	42%	\$77,380
	Services									
5311	Utilities	600.00	48.94	648.94	48.94	600.00	48.94	.00	100	160
5321	Professional Training	800.00	.00	800.00	.00	.00	.00	800.00	0	800
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	2,000.00	.00	1,000.00	67	320
5363	MV Repair/Maintenance-External	40,000.00	803.09	40,803.09	1,173.71	21,029.38	1,173.71	18,600.00	54	19,040
5397	Uniform Rental	1,650.00	122.96	1,772.96	162.24	1,460.72	162.24	150.00	92	1,260
5399	Other Miscellaneous Services	1,500.00	.00	1,500.00	.00	1,000.00	.00	500.00	67	500
	Services Totals	\$47,550.00	\$974.99	\$48,524.99	\$1,384.89	\$26,090.10	\$1,384.89	\$21,050.00	57%	\$21,310
	EXPENSE TOTALS	\$344,101.00	\$1,304.13	\$345,405.13	\$21,565.98	\$83,482.42	\$21,565.98	\$240,356.73	30%	\$224,430
Department 290 - Mechanic Totals		(\$344,101.00)	(\$1,304.13)	(\$345,405.13)	(\$21,565.98)	(\$83,482.42)	(\$21,565.98)	(\$240,356.73)	30%	(\$224,430)



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	95,895.00	.00	95,895.00	7,320.64	.00	7,320.64	88,574.36	8	95,621.00
5102	Wages-Staff	524,505.00	.00	524,505.00	39,774.83	.00	39,774.83	484,730.17	8	480,631.00
5105	Overtime	42,000.00	.00	42,000.00	692.18	.00	692.18	41,307.82	2	3,351.00
5106	Longevity	1,700.00	.00	1,700.00	.00	.00	.00	1,700.00	0	1,700.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(15,957.00)
5109	HSA Employer Funding	42,000.00	.00	42,000.00	40,000.00	.00	40,000.00	2,000.00	95	37,500.00
5141	Wages-Seasonal Labor	110,000.00	.00	110,000.00	240.52	.00	240.52	109,759.48	0	18,791.00
5151	PERS Contribution	108,374.00	.00	108,374.00	6,328.75	.00	6,328.75	102,045.25	6	80,851.00
5161	Group Insurance	207,425.00	.00	207,425.00	17,766.12	32,835.88	17,766.12	156,823.00	24	181,701.00
5166	Medicare	11,224.00	.00	11,224.00	657.63	.00	657.63	10,566.37	6	8,231.00
	Personal Services Totals	\$1,143,123.00	\$0.00	\$1,143,123.00	\$112,780.67	\$32,835.88	\$112,780.67	\$997,506.45	13%	\$892,451.00
	Supplies									
5201	Office Supplies	600.00	.00	600.00	.00	36.14	.00	563.86	6	661.00
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	281.00
5205	Small Tools/Minor Equipment	4,345.00	4,214.51	8,559.51	1,039.69	3,476.63	1,039.69	4,043.19	53	3,591.00
5209	Chemicals	39,115.00	.00	39,115.00	.00	.00	.00	39,115.00	0	18,971.00
5213	Repair and Maintenance Supplies	54,350.00	23,893.65	78,243.65	24,137.90	9,270.38	24,137.90	44,835.37	43	40,231.00
5215	Recreational Supplies	77,383.00	474.12	77,857.12	1,739.12	4,257.45	1,739.12	71,860.55	8	21,481.00
5241	Uniforms-Purchased	2,500.00	300.00	2,800.00	.00	401.17	.00	2,398.83	14	1,411.00
5251	MV Gas and Oil	20,000.00	9,365.13	29,365.13	2,027.50	9,087.63	2,027.50	18,250.00	38	11,301.00
5252	Aggregates	17,000.00	.00	17,000.00	.00	25.00	.00	16,975.00	0	9,501.00
5259	Operating Materials and Supplies	12,400.00	10,159.51	22,559.51	240.00	16,325.45	240.00	5,994.06	73	4,361.00
	Supplies Totals	\$228,193.00	\$48,406.92	\$276,599.92	\$29,184.21	\$42,879.85	\$29,184.21	\$204,535.86	26%	\$111,821.00
	Services									
5303	Community Events	8,200.00	.00	8,200.00	.00	.00	.00	8,200.00	0	951.00
5311	Utilities	39,000.00	2,879.16	41,879.16	2,645.91	35,985.56	2,645.91	3,247.69	92	25,831.00
5321	Professional Training	1,900.00	.00	1,900.00	.00	.00	.00	1,900.00	0	321.00
5322	Conference/Reimb	8,200.00	99.00	8,299.00	99.00	230.00	99.00	7,970.00	4	1,921.00
5323	Publications	250.00	.00	250.00	.00	90.00	.00	160.00	36	160.00
5324	Professional Association Dues	1,500.00	.00	1,500.00	78.75	230.00	78.75	1,191.25	21	1,591.00
5338	Personal Service Contracts	73,806.00	.00	73,806.00	.00	4,249.75	.00	69,556.25	6	16,511.00
5339	Misc Contract Services	285,000.00	27,694.54	312,694.54	1,509.55	33,567.69	1,509.55	277,617.30	11	250,211.00
5361	Building Repair/Maintenance	79,500.00	.00	79,500.00	.00	56.16	.00	79,443.84	0	18,291.00
5362	Equipment Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	861.00
5391	Postage	7,500.00	2,849.27	10,349.27	137.40	2,735.42	137.40	7,476.45	28	241.00
5395	Printing/Advertising	25,000.00	4,818.34	29,818.34	833.32	4,188.69	833.32	24,796.33	17	5,491.00
5399	Other Miscellaneous Services	3,020.00	25.98	3,045.98	12.99	160.03	12.99	2,872.96	6	151.00



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
	EXPENSE									
	Services Totals	\$534,876.00	\$38,366.29	\$573,242.29	\$5,316.92	\$81,493.30	\$5,316.92	\$486,432.07	15%	\$322,411
	Transfers/Other									
5515	Refunds-Fees	.00	.00	.00	651.25	.00	651.25	(651.25)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$651.25	\$0.00	\$651.25	(\$651.25)	+++	\$0
	Capital Purchases									
5633	Machinery and Equipment	.00	.00	.00	.00	.00	.00	.00	+++	18,687
5639	Other Equipment	.00	17,163.00	17,163.00	.00	17,163.00	.00	.00	100	9,771
	Capital Purchases Totals	\$0.00	\$17,163.00	\$17,163.00	\$0.00	\$17,163.00	\$0.00	\$0.00	100%	\$28,458
	EXPENSE TOTALS	\$1,906,192.00	\$103,936.21	\$2,010,128.21	\$147,933.05	\$174,372.03	\$147,933.05	\$1,687,823.13	16%	\$1,355,150
Department 340 - Parks and Recreation Totals		(\$1,906,192.00)	(\$103,936.21)	(\$2,010,128.21)	(\$147,933.05)	(\$174,372.03)	(\$147,933.05)	(\$1,687,823.13)	16%	(\$1,355,150)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford_46105ZWG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 343 - Senior Center										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	70,207.00	.00	70,207.00	5,369.92	.00	5,369.92	64,837.08	8	70,690.00
5104	Wages-Part time	62,567.00	.00	62,567.00	3,380.16	.00	3,380.16	59,186.84	5	51,600.00
5105	Overtime	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	190.00
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	600.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,590.00)
5109	HSA Employer Funding	2,000.00	.00	2,000.00	2,000.00	.00	2,000.00	.00	100	2,000.00
5151	PERS Contribution	19,232.00	.00	19,232.00	1,194.50	.00	1,194.50	18,037.50	6	16,580.00
5161	Group Insurance	9,068.00	.00	9,068.00	804.47	1,515.53	804.47	6,748.00	26	8,630.00
5166	Medicare	1,992.00	.00	1,992.00	125.85	.00	125.85	1,866.15	6	1,770.00
	Personal Services Totals	\$169,666.00	\$0.00	\$169,666.00	\$12,874.90	\$1,515.53	\$12,874.90	\$155,275.57	8%	\$149,490.00
	Supplies									
5201	Office Supplies	1,400.00	36.50	1,436.50	36.50	33.50	36.50	1,366.50	5	2,000.00
5203	Computer Supplies	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	1,200.00
5213	Repair and Maintenance Supplies	5,000.00	904.83	5,904.83	904.83	936.25	904.83	4,063.75	31	190.00
5215	Recreational Supplies	3,000.00	.00	3,000.00	.00	1,032.05	.00	1,967.95	34	290.00
5216	Contributed Supplies Purchased	.00	19,126.57	19,126.57	502.36	51.45	502.36	18,572.76	3	1,160.00
	Supplies Totals	\$10,600.00	\$20,067.90	\$30,667.90	\$1,443.69	\$2,053.25	\$1,443.69	\$27,170.96	11%	\$1,680.00
	Services									
5311	Utilities	7,000.00	842.51	7,842.51	553.79	2,435.52	553.79	4,853.20	38	5,100.00
5321	Professional Training	300.00	94.78	394.78	60.00	34.78	60.00	300.00	24	300.00
5322	Conference/Reimb	400.00	.00	400.00	.00	.00	.00	400.00	0	300.00
5324	Professional Association Dues	150.00	.00	150.00	.00	100.00	.00	50.00	67	100.00
5339	Misc Contract Services	9,200.00	.00	9,200.00	.00	.00	.00	9,200.00	0	7,230.00
5361	Building Repair/Maintenance	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	25,000.00
5391	Postage	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	240.00
	Services Totals	\$44,550.00	\$937.29	\$45,487.29	\$613.79	\$2,570.30	\$613.79	\$42,303.20	7%	\$12,980.00
	EXPENSE TOTALS	\$224,816.00	\$21,005.19	\$245,821.19	\$14,932.38	\$6,139.08	\$14,932.38	\$224,749.73	9%	\$164,160.00
Department 343 - Senior Center Totals		(\$224,816.00)	(\$21,005.19)	(\$245,821.19)	(\$14,932.38)	(\$6,139.08)	(\$14,932.38)	(\$224,749.73)	9%	(\$164,162.00)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 46105ZWG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 344 - Community Events										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	66,310.00	.00	66,310.00	5,061.12	.00	5,061.12	61,248.88	8	64,950.00
5105	Overtime	5,000.00	.00	5,000.00	166.91	.00	166.91	4,833.09	3	580.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	4,000.00	.00	4,000.00	.00	100	4,000.00
5151	PERS Contribution	9,983.00	.00	9,983.00	686.34	.00	686.34	9,296.66	7	8,820.00
5161	Group Insurance	21,070.00	.00	21,070.00	1,809.81	3,540.19	1,809.81	15,720.00	25	20,110.00
5166	Medicare	1,034.00	.00	1,034.00	72.76	.00	72.76	961.24	7	910.00
	Personal Services Totals	\$107,397.00	\$0.00	\$107,397.00	\$11,796.94	\$3,540.19	\$11,796.94	\$92,059.87	14%	\$99,390.00
	Supplies									
5201	Office Supplies	300.00	5.57	305.57	(37.42)	107.23	(37.42)	235.76	23	180.00
5203	Computer Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,000.00
5215	Recreational Supplies	24,000.00	500.00	24,500.00	9.00	2,981.25	9.00	21,509.75	12	2,200.00
5251	MV Gas and Oil	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	6,000.00
	Supplies Totals	\$32,300.00	\$505.57	\$32,805.57	(\$28.42)	\$3,088.48	(\$28.42)	\$29,745.51	9%	\$2,380.00
	Services									
5311	Utilities	1,400.00	48.94	1,448.94	48.94	1,003.04	48.94	396.96	73	630.00
5321	Professional Training	831.00	.00	831.00	.00	.00	.00	831.00	0	831.00
5322	Conference/Reimb	1,970.00	.00	1,970.00	.00	.00	.00	1,970.00	0	1,970.00
5324	Professional Association Dues	1,154.00	.00	1,154.00	.00	.00	.00	1,154.00	0	1,154.00
5339	Misc Contract Services	240,000.00	84,012.00	324,012.00	12.00	84,080.05	12.00	239,919.95	26	30,470.00
5395	Printing/Advertising	28,600.00	.00	28,600.00	.00	.00	.00	28,600.00	0	28,600.00
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	.00	460.00	.00	9,540.00	5	10,000.00
	Services Totals	\$283,955.00	\$84,060.94	\$368,015.94	\$60.94	\$85,543.09	\$60.94	\$282,411.91	23%	\$31,300.00
	EXPENSE TOTALS	\$423,652.00	\$84,566.51	\$508,218.51	\$11,829.46	\$92,171.76	\$11,829.46	\$404,217.29	20%	\$133,080.00
Department 344 - Community Events Totals		(\$423,652.00)	(\$84,566.51)	(\$508,218.51)	(\$11,829.46)	(\$92,171.76)	(\$11,829.46)	(\$404,217.29)	20%	(\$133,080.00)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 461052WG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 448 - Service Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	98,793.00	.00	98,793.00	7,541.44	.00	7,541.44	91,251.56	8	91,351.44
5102	Wages-Staff	374,844.00	.00	374,844.00	28,980.24	.00	28,980.24	345,863.76	8	354,451.44
5105	Overtime	7,000.00	.00	7,000.00	240.50	.00	240.50	6,759.50	3	45,140.00
5106	Longevity	2,600.00	.00	2,600.00	.00	.00	.00	2,600.00	0	2,600.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(4,282.00)
5109	HSA Employer Funding	30,000.00	.00	30,000.00	30,000.00	.00	30,000.00	.00	100	30,860.00
5151	PERS Contribution	67,653.00	.00	67,653.00	4,958.96	.00	4,958.96	62,694.04	7	60,301.44
5161	Group Insurance	156,595.00	.00	156,595.00	13,315.82	25,954.18	13,315.82	117,325.00	25	147,841.44
5166	Medicare	7,007.00	.00	7,007.00	507.33	.00	507.33	6,499.67	7	6,231.44
<i>Personal Services Totals</i>		\$744,492.00	\$0.00	\$744,492.00	\$85,544.29	\$25,954.18	\$85,544.29	\$632,993.53	15%	\$689,831.44
<i>Supplies</i>										
5201	Office Supplies	2,000.00	17.46	2,017.46	.00	517.46	.00	1,500.00	26	2,701.46
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	17,100.00
5213	Repair and Maintenance Supplies	20,000.00	314.86	20,314.86	796.19	9,812.81	796.19	9,705.86	52	7,921.46
5251	MV Gas and Oil	1,800.00	45.27	1,845.27	45.27	1,780.00	45.27	20.00	99	431.46
5259	Operating Materials and Supplies	.00	.00	.00	.00	100.00	.00	(100.00)	+++	
<i>Supplies Totals</i>		\$24,800.00	\$377.59	\$25,177.59	\$841.46	\$12,210.27	\$841.46	\$12,125.86	52%	\$11,231.46
<i>Services</i>										
5301	Boards/Commissions	250.00	.00	250.00	.00	.00	.00	250.00	0	
5302	Street Lighting	252,000.00	17,468.62	269,468.62	17,468.62	221,667.65	17,468.62	30,332.35	89	210,271.46
5303	Community Events	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	2,401.46
5311	Utilities	.00	62.86	62.86	62.86	56.92	62.86	(56.92)	191	681.46
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	1,100.00
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	620.00	.00	380.00	62	131.46
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	
5324	Professional Association Dues	250.00	.00	250.00	.00	.00	.00	250.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	130,000.00	71,888.04	201,888.04	5,390.84	156,497.20	5,390.84	40,000.00	80	64,691.46
5339	Misc Contract Services	120,000.00	55,223.15	175,223.15	1,464.60	54,458.55	1,464.60	119,300.00	32	75,011.46
5362	Equipment Maintenance	4,500.00	109.30	4,609.30	872.90	3,386.40	872.90	350.00	92	3,261.46
5367	Streetscape Maintenance	50,000.00	200.00	50,200.00	.00	200.00	.00	50,000.00	0	
5374	Emergency Management Services	45,000.00	2,754.33	47,754.33	37,021.57	2,754.33	37,021.57	7,978.43	83	37,241.46
5391	Postage	250.00	.00	250.00	14.23	.00	14.23	235.77	6	33,100.00
5395	Printing/Advertising	1,500.00	97.39	1,597.39	.00	97.39	.00	1,500.00	6	99,100.00
5396	Uniform Cleaning/Repairs	300.00	.00	300.00	.00	.00	.00	300.00	0	
5397	Uniform Rental	2,500.00	.00	2,500.00	.00	2,000.00	.00	500.00	80	1,231.46
5398	Tree/Grass Service	31,000.00	.00	31,000.00	.00	15,805.00	.00	15,195.00	51	14,351.46



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 448 - Service Department										
	EXPENSE									
	Services									
5399	Other Miscellaneous Services	1,300.00	.00	1,300.00	.00	.00	.00	1,300.00	0	
	Services Totals	\$680,950.00	\$147,803.69	\$828,753.69	\$62,295.62	\$457,543.44	\$62,295.62	\$308,914.63	63%	\$410,630
	Capital Purchases									
5631	Furniture and Fixtures	5,000.00	.00	5,000.00	.00	5,000.00	.00	.00	100	
	Capital Purchases Totals	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	100%	\$0
	EXPENSE TOTALS	\$1,455,242.00	\$148,181.28	\$1,603,423.28	\$148,681.37	\$500,707.89	\$148,681.37	\$954,034.02	41%	\$1,111,714
Department 448 - Service Department Totals		(\$1,455,242.00)	(\$148,181.28)	(\$1,603,423.28)	(\$148,681.37)	(\$500,707.89)	(\$148,681.37)	(\$954,034.02)	41%	(\$1,111,714)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 461052WG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 479 - Building Department										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	410,469.00	.00	410,469.00	23,784.72	.00	23,784.72	386,684.28	6	270,199
5105	Overtime	.00	.00	.00	46.09	.00	46.09	(46.09)	+++	
5106	Longevity	650.00	.00	650.00	.00	.00	.00	650.00	0	600
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,272)
5109	HSA Employer Funding	26,000.00	.00	26,000.00	16,000.00	.00	16,000.00	10,000.00	62	22,660
5151	PERS Contribution	57,557.00	.00	57,557.00	3,112.94	.00	3,112.94	54,444.06	5	36,190
5161	Group Insurance	135,188.00	.00	135,188.00	9,725.03	19,112.97	9,725.03	106,350.00	21	94,360
5166	Medicare	5,961.00	.00	5,961.00	328.32	.00	328.32	5,632.68	6	3,730
	Personal Services Totals	\$635,825.00	\$0.00	\$635,825.00	\$52,997.10	\$19,112.97	\$52,997.10	\$563,714.93	11%	\$425,480
	Supplies									
5201	Office Supplies	2,500.00	192.08	2,692.08	.00	1,692.08	.00	1,000.00	63	850
5241	Uniforms-Purchased	3,500.00	.00	3,500.00	.00	19.53	.00	3,480.47	1	1,940
5251	MV Gas and Oil	4,000.00	1,636.01	5,636.01	389.72	3,746.29	389.72	1,500.00	73	2,560
	Supplies Totals	\$10,000.00	\$1,828.09	\$11,828.09	\$389.72	\$5,457.90	\$389.72	\$5,980.47	49%	\$5,360
	Services									
5311	Utilities	5,500.00	766.12	6,266.12	206.75	3,559.37	206.75	2,500.00	60	2,440
5321	Professional Training	2,500.00	1,336.00	3,836.00	438.00	2,602.00	438.00	796.00	79	660
5322	Conference/Reimb	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5323	Publications	500.00	516.10	1,016.10	157.00	609.10	157.00	250.00	75	480
5324	Professional Association Dues	1,000.00	655.00	1,655.00	.00	1,230.00	.00	425.00	74	140
5325	Educational Assistance	3,600.00	.00	3,600.00	.00	.00	.00	3,600.00	0	610
5331	Engineering/Architecture	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5339	Misc Contract Services	55,000.00	12,513.75	67,513.75	.00	25,777.00	.00	41,736.75	38	36,030
5362	Equipment Maintenance	7,000.00	1,142.89	8,142.89	226.17	5,549.78	226.17	2,366.94	71	5,440
5366	Computer Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5376	County Health Services	40,000.00	8,055.00	48,055.00	1,005.00	37,049.00	1,005.00	10,001.00	79	46,250
5391	Postage	2,500.00	.00	2,500.00	168.11	.00	168.11	2,331.89	7	1,390
5395	Printing/Advertising	3,500.00	.00	3,500.00	302.81	1,197.19	302.81	2,000.00	43	1,620
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Services Totals	\$127,100.00	\$24,984.86	\$152,084.86	\$2,503.84	\$77,573.44	\$2,503.84	\$72,007.58	53%	\$95,100
	EXPENSE TOTALS	\$772,925.00	\$26,812.95	\$799,737.95	\$55,890.66	\$102,144.31	\$55,890.66	\$641,702.98	20%	\$525,950
Department 479 - Building Department Totals		(\$772,925.00)	(\$26,812.95)	(\$799,737.95)	(\$55,890.66)	(\$102,144.31)	(\$55,890.66)	(\$641,702.98)	20%	(\$525,950)



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 522 - Mayor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,802.00	.00	97,802.00	7,523.24	.00	7,523.24	90,278.76	8	97,802.00
5102	Wages-Staff	57,096.00	.00	57,096.00	4,329.60	.00	4,329.60	52,766.40	8	51,811.00
5104	Wages-Part time	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	7,000.00
5109	HSA Employer Funding	6,000.00	.00	6,000.00	6,000.00	.00	6,000.00	.00	100	6,000.00
5151	PERS Contribution	22,666.00	.00	22,666.00	1,585.44	.00	1,585.44	21,080.56	7	19,888.00
5161	Group Insurance	29,868.00	.00	29,868.00	2,538.32	5,066.68	2,538.32	22,263.00	25	28,388.00
5166	Medicare	2,348.00	.00	2,348.00	167.72	.00	167.72	2,180.28	7	2,110.00
	Personal Services Totals	\$222,780.00	\$0.00	\$222,780.00	\$22,144.32	\$5,066.68	\$22,144.32	\$195,569.00	12%	\$206,011.00
	Supplies									
5201	Office Supplies	800.00	120.00	920.00	36.99	183.01	36.99	700.00	24	720.00
5203	Computer Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
	Supplies Totals	\$1,050.00	\$120.00	\$1,170.00	\$36.99	\$183.01	\$36.99	\$950.00	19%	\$770.00
	Services									
5311	Utilities	800.00	256.85	1,056.85	48.94	1,007.91	48.94	.00	100	608.00
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	129.38	.00	870.62	13	480.00
5324	Professional Association Dues	1,750.00	.00	1,750.00	1,252.00	16,236.57	1,252.00	(15,738.57)	999	1,410.00
5332	Legal Services	30,000.00	8,600.00	38,600.00	100.00	13,500.00	100.00	25,000.00	35	1,450.00
5339	Misc Contract Services	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	6,000.00
5391	Postage	500.00	.00	500.00	3.03	.00	3.03	496.97	1	2.00
5399	Other Miscellaneous Services	1,500.00	214.99	1,714.99	110.41	511.04	110.41	1,093.54	36	1,230.00
	Services Totals	\$41,550.00	\$9,071.84	\$50,621.84	\$1,514.38	\$31,384.90	\$1,514.38	\$17,722.56	65%	\$5,210.00
	EXPENSE TOTALS	\$265,380.00	\$9,191.84	\$274,571.84	\$23,695.69	\$36,634.59	\$23,695.69	\$214,241.56	22%	\$211,941.00
Department 522 - Mayor Totals		(\$265,380.00)	(\$9,191.84)	(\$274,571.84)	(\$23,695.69)	(\$36,634.59)	(\$23,695.69)	(\$214,241.56)	22%	(\$211,945.00)



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 534 - Civil Service Commission										
	EXPENSE									
	Personal Services									
5104	Wages-Part time	59,384.00	.00	59,384.00	4,228.72	.00	4,228.72	55,155.28	7	52,911.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(842.00)
5151	PERS Contribution	8,314.00	.00	8,314.00	541.54	.00	541.54	7,772.46	7	7,121.00
5166	Medicare	861.00	.00	861.00	61.32	.00	61.32	799.68	7	761.00
	Personal Services Totals	\$68,559.00	\$0.00	\$68,559.00	\$4,831.58	\$0.00	\$4,831.58	\$63,727.42	7%	\$59,961.00
	Supplies									
5201	Office Supplies	700.00	3,267.71	3,967.71	3,186.00	609.86	3,186.00	171.85	96	461.00
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5259	Operating Materials and Supplies	1,300.00	.00	1,300.00	.00	.00	.00	1,300.00	0	
	Supplies Totals	\$3,000.00	\$3,267.71	\$6,267.71	\$3,186.00	\$609.86	\$3,186.00	\$2,471.85	61%	\$461.00
	Services									
5321	Professional Training	600.00	.00	600.00	.00	.00	.00	600.00	0	
5332	Legal Services	7,000.00	.00	7,000.00	.00	4,000.00	.00	3,000.00	57	7,251.00
5336	Medical Services/Physical Exams	12,000.00	926.00	12,926.00	.00	7,326.00	.00	5,600.00	57	4,571.00
5339	Misc Contract Services	12,000.00	.00	12,000.00	.00	10,109.34	.00	1,890.66	84	8,361.00
5391	Postage	200.00	.00	200.00	.00	.00	.00	200.00	0	
5395	Printing/Advertising	5,000.00	.00	5,000.00	.00	1,075.58	.00	3,924.42	22	1,771.00
	Services Totals	\$36,800.00	\$926.00	\$37,726.00	\$0.00	\$22,510.92	\$0.00	\$15,215.08	60%	\$21,961.00
	Capital Purchases									
5631	Furniture and Fixtures	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Capital Purchases Totals	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$0.00
	EXPENSE TOTALS	\$108,859.00	\$4,193.71	\$113,052.71	\$8,017.58	\$23,120.78	\$8,017.58	\$81,914.35	28%	\$82,391.00
Department 534 - Civil Service Commission Totals		(\$108,859.00)	(\$4,193.71)	(\$113,052.71)	(\$8,017.58)	(\$23,120.78)	(\$8,017.58)	(\$81,914.35)	28%	(\$82,391.00)



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 545 - City Auditor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	90,769.00	.00	90,769.00	6,789.94	.00	6,789.94	83,979.06	7	89,031
5102	Wages-Staff	163,172.00	.00	163,172.00	12,632.97	.00	12,632.97	150,539.03	8	173,241
5104	Wages-Part time	45,665.00	.00	45,665.00	3,425.34	.00	3,425.34	42,239.66	8	44,441
5105	Overtime	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	600
5109	HSA Employer Funding	4,000.00	.00	4,000.00	4,000.00	.00	4,000.00	.00	100	4,000
5151	PERS Contribution	41,259.00	.00	41,259.00	3,037.81	.00	3,037.81	38,221.19	7	40,501
5161	Group Insurance	23,519.00	.00	23,519.00	2,120.06	3,924.94	2,120.06	17,474.00	26	22,541
5166	Medicare	4,278.00	.00	4,278.00	312.61	.00	312.61	3,965.39	7	4,081
	Personal Services Totals	\$375,262.00	\$0.00	\$375,262.00	\$32,318.73	\$3,924.94	\$32,318.73	\$339,018.33	10%	\$378,461
	Supplies									
5201	Office Supplies	2,500.00	248.34	2,748.34	106.00	642.34	106.00	2,000.00	27	174
5203	Computer Supplies	4,000.00	354.81	4,354.81	.00	354.81	.00	4,000.00	8	141
	Supplies Totals	\$6,500.00	\$603.15	\$7,103.15	\$106.00	\$997.15	\$106.00	\$6,000.00	16%	\$311
	Services									
5321	Professional Training	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,581
5322	Conference/Reimb	5,600.00	.00	5,600.00	.00	1,800.00	.00	3,800.00	32	
5324	Professional Association Dues	1,300.00	382.00	1,682.00	80.00	1,039.00	80.00	563.00	67	551
5333	Outside Professional Services	47,000.00	2,285.50	49,285.50	.00	45,785.50	.00	3,500.00	93	43,561
5339	Misc Contract Services	28,500.00	5,900.95	34,400.95	922.20	33,478.75	922.20	.00	100	19,071
5362	Equipment Maintenance	1,700.00	237.75	1,937.75	67.79	1,819.96	67.79	50.00	97	1,251
5366	Computer Maintenance	1,800.00	.00	1,800.00	.00	1,800.00	.00	.00	100	1,801
5391	Postage	2,160.00	.00	2,160.00	201.33	.00	201.33	1,958.67	9	1,811
5395	Printing/Advertising	2,000.00	.00	2,000.00	43.04	.00	43.04	1,956.96	2	1,911
5399	Other Miscellaneous Services	12,000.00	.00	12,000.00	525.77	1,350.00	525.77	10,124.23	16	6,621
	Services Totals	\$106,560.00	\$8,806.20	\$115,366.20	\$1,840.13	\$87,073.21	\$1,840.13	\$26,452.86	77%	\$78,181
	EXPENSE TOTALS	\$488,322.00	\$9,409.35	\$497,731.35	\$34,264.86	\$91,995.30	\$34,264.86	\$371,471.19	25%	\$456,961
Department 545 - City Auditor Totals		(\$488,322.00)	(\$9,409.35)	(\$497,731.35)	(\$34,264.86)	(\$91,995.30)	(\$34,264.86)	(\$371,471.19)	25%	(\$456,961)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 46105ZWG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 554 - City Attorney										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	100,302.00	.00	100,302.00	7,523.24	.00	7,523.24	92,778.76	8	100,302.00
5102	Wages-Staff	258,718.00	.00	258,718.00	19,000.36	.00	19,000.36	239,717.64	7	223,330.00
5104	Wages-Part time	68,533.00	.00	68,533.00	5,303.68	.00	5,303.68	63,229.32	8	125,910.00
5106	Longevity	.00	.00	.00	550.00	.00	550.00	(550.00)	+++	
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(823.00)
5109	HSA Employer Funding	16,000.00	.00	16,000.00	12,333.33	.00	12,333.33	3,666.67	77	13,660.00
5151	PERS Contribution	59,507.00	.00	59,507.00	3,918.52	.00	3,918.52	55,588.48	7	52,990.00
5161	Group Insurance	81,556.00	.00	81,556.00	7,024.39	11,556.61	7,024.39	62,975.00	23	67,460.00
5166	Medicare	6,200.00	.00	6,200.00	454.70	.00	454.70	5,745.30	7	6,340.00
	Personal Services Totals	\$590,816.00	\$0.00	\$590,816.00	\$56,108.22	\$11,556.61	\$56,108.22	\$523,151.17	11%	\$589,190.00
	Supplies									
5201	Office Supplies	4,750.00	380.65	5,130.65	378.78	1,501.87	378.78	3,250.00	37	3,730.00
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	
5205	Small Tools/Minor Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Supplies Totals	\$5,650.00	\$380.65	\$6,030.65	\$378.78	\$1,501.87	\$378.78	\$4,150.00	31%	\$3,730.00
	Services									
5311	Utilities	.00	2,409.71	2,409.71	159.54	2,750.17	159.54	(500.00)	121	790.00
5321	Professional Training	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	500.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	
5323	Publications	7,200.00	1,228.82	8,428.82	1,228.82	3,085.74	1,228.82	4,114.26	51	8,090.00
5324	Professional Association Dues	3,200.00	.00	3,200.00	.00	1,815.00	.00	1,385.00	57	800.00
5332	Legal Services	40,000.00	1,825.00	41,825.00	.00	10,825.00	.00	31,000.00	26	32,430.00
5333	Outside Professional Services	9,500.00	.00	9,500.00	.00	14,883.84	.00	(5,383.84)	157	14,690.00
5337	Public Defender	5,459.00	1,243.62	6,702.62	1,243.62	.00	1,243.62	5,459.00	19	2,520.00
5339	Misc Contract Services	39,100.00	.00	39,100.00	252.00	2,748.00	252.00	36,100.00	8	7,390.00
5341	Court Costs and Fees	500.00	.00	500.00	.00	.00	.00	500.00	0	120.00
5366	Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	
5391	Postage	500.00	.00	500.00	58.52	.00	58.52	441.48	12	910.00
5399	Other Miscellaneous Services	3,000.00	.00	3,000.00	.00	700.00	.00	2,300.00	23	1,000.00
	Services Totals	\$111,459.00	\$6,707.15	\$118,166.15	\$2,942.50	\$36,807.75	\$2,942.50	\$78,415.90	34%	\$69,270.00
	EXPENSE TOTALS	\$707,925.00	\$7,087.80	\$715,012.80	\$59,429.50	\$49,866.23	\$59,429.50	\$605,717.07	15%	\$662,205.00
Department 554 - City Attorney Totals		(\$707,925.00)	(\$7,087.80)	(\$715,012.80)	(\$59,429.50)	(\$49,866.23)	(\$59,429.50)	(\$605,717.07)	15%	(\$662,205.00)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 46105ZWG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 571 - City Council										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	63,842.00	.00	63,842.00	5,320.15	.00	5,320.15	58,521.85	8	63,842.00
5102	Wages-Staff	70,110.00	.00	70,110.00	5,351.68	.00	5,351.68	64,758.32	8	69,890.00
5104	Wages-Part time	26,905.00	.00	26,905.00	1,370.59	.00	1,370.59	25,534.41	5	23,840.00
5109	HSA Employer Funding	2,000.00	.00	2,000.00	2,000.00	.00	2,000.00	.00	100	2,000.00
5151	PERS Contribution	22,520.00	.00	22,520.00	1,658.84	.00	1,658.84	20,861.16	7	21,610.00
5161	Group Insurance	9,068.00	.00	9,068.00	797.87	1,557.13	797.87	6,713.00	26	8,640.00
5166	Medicare	2,332.00	.00	2,332.00	172.15	.00	172.15	2,159.85	7	2,250.00
<i>Personal Services Totals</i>		\$196,777.00	\$0.00	\$196,777.00	\$16,671.28	\$1,557.13	\$16,671.28	\$178,548.59	9%	\$192,100.00
<i>Supplies</i>										
5201	Office Supplies	1,800.00	161.95	1,961.95	123.54	1,238.41	123.54	600.00	69	1,350.00
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	1,000.00
<i>Supplies Totals</i>		\$2,300.00	\$161.95	\$2,461.95	\$123.54	\$1,238.41	\$123.54	\$1,100.00	55%	\$1,360.00
<i>Services</i>										
5321	Professional Training	2,000.00	1,100.00	3,100.00	1,066.00	1,534.00	1,066.00	500.00	84	660.00
5322	Conference/Reimb	3,500.00	.00	3,500.00	.00	250.00	.00	3,250.00	7	310.00
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	0.00
5324	Professional Association Dues	500.00	.00	500.00	225.00	95.00	225.00	180.00	64	320.00
5339	Misc Contract Services	40,000.00	.00	40,000.00	10,967.67	10,000.00	10,967.67	19,032.33	52	13,720.00
5391	Postage	250.00	.00	250.00	6.80	.00	6.80	243.20	3	90.00
5395	Printing/Advertising	3,000.00	.00	3,000.00	72.91	627.09	72.91	2,300.00	23	1,810.00
5399	Other Miscellaneous Services	6,500.00	.00	6,500.00	.00	.00	.00	6,500.00	0	200.00
<i>Services Totals</i>		\$55,850.00	\$1,100.00	\$56,950.00	\$12,338.38	\$12,506.09	\$12,338.38	\$32,105.53	44%	\$17,120.00
EXPENSE TOTALS		\$254,927.00	\$1,261.95	\$256,188.95	\$29,133.20	\$15,301.63	\$29,133.20	\$211,754.12	17%	\$210,590.00
Department 571 - City Council Totals		(\$254,927.00)	(\$1,261.95)	(\$256,188.95)	(\$29,133.20)	(\$15,301.63)	(\$29,133.20)	(\$211,754.12)	17%	(\$210,590.00)

Attachment: Departmental Budget-January, 2021 03_10_2021 9:59:45 AM Joni Crawford 461052WG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 580 - Development Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	95,895.00	.00	95,895.00	7,320.64	.00	7,320.64	88,574.36	8	92,681.00
5102	Wages-Staff	131,553.00	.00	131,553.00	10,037.43	.00	10,037.43	121,515.57	8	128,271.00
5104	Wages-Part time	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	28,000.00
5109	HSA Employer Funding	10,000.00	.00	10,000.00	10,000.00	.00	10,000.00	.00	100	8,800.00
5151	PERS Contribution	32,823.00	.00	32,823.00	2,352.02	.00	2,352.02	30,470.98	7	29,671.00
5161	Group Insurance	51,049.00	.00	51,049.00	4,451.82	8,602.18	4,451.82	37,995.00	26	49,131.00
5166	Medicare	3,399.00	.00	3,399.00	242.08	.00	242.08	3,156.92	7	3,091.00
	Personal Services Totals	\$331,719.00	\$0.00	\$331,719.00	\$34,403.99	\$8,602.18	\$34,403.99	\$288,712.83	13%	\$311,941.00
	Supplies									
5201	Office Supplies	3,000.00	95.77	3,095.77	29.13	1,484.25	29.13	1,582.39	49	741.00
5203	Computer Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	741.00
	Supplies Totals	\$3,250.00	\$95.77	\$3,345.77	\$29.13	\$1,484.25	\$29.13	\$1,832.39	45%	\$741.00
	Services									
5301	Boards/Commissions	2,000.00	1,008.39	3,008.39	397.67	1,610.72	397.67	1,000.00	67	1,021.00
5311	Utilities	2,200.00	186.02	2,386.02	100.78	1,385.24	100.78	900.00	62	1,211.00
5321	Professional Training	2,000.00	510.00	2,510.00	.00	510.00	.00	2,000.00	20	711.00
5322	Conference/Reimb	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	711.00
5323	Publications	2,000.00	.00	2,000.00	.00	105.00	.00	1,895.00	5	1,101.00
5324	Professional Association Dues	3,000.00	.00	3,000.00	.00	1,682.00	.00	1,318.00	56	1,571.00
5325	Educational Assistance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	711.00
5331	Engineering/Architecture	35,000.00	3,750.58	38,750.58	2,367.22	16,382.36	2,367.22	20,001.00	48	16,681.00
5332	Legal Services	20,000.00	3,754.75	23,754.75	.00	8,754.75	.00	15,000.00	37	18,741.00
5339	Misc Contract Services	80,000.00	21,015.52	101,015.52	2,040.32	30,067.28	2,040.32	68,907.92	32	95,601.00
5391	Postage	500.00	.00	500.00	13.00	.00	13.00	487.00	3	111.00
5395	Printing/Advertising	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	781.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	711.00
	Services Totals	\$160,700.00	\$30,225.26	\$190,925.26	\$4,918.99	\$60,497.35	\$4,918.99	\$125,508.92	34%	\$136,931.00
	EXPENSE TOTALS	\$495,669.00	\$30,321.03	\$525,990.03	\$39,352.11	\$70,583.78	\$39,352.11	\$416,054.14	21%	\$449,621.00
Department 580 - Development Department Totals		(\$495,669.00)	(\$30,321.03)	(\$525,990.03)	(\$39,352.11)	(\$70,583.78)	(\$39,352.11)	(\$416,054.14)	21%	(\$449,621.00)

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Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 582 - Human Resources Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	91,957.00	.00	91,957.00	7,019.20	.00	7,019.20	84,937.80	8	91,700.00
5106	Longevity	550.00	.00	550.00	.00	.00	.00	550.00	0	550.00
5109	HSA Employer Funding	2,000.00	.00	2,000.00	2,000.00	.00	2,000.00	.00	100	2,000.00
5151	PERS Contribution	12,951.00	.00	12,951.00	952.22	.00	952.22	11,998.78	7	12,420.00
5161	Group Insurance	8,960.00	.00	8,960.00	830.37	1,524.63	830.37	6,605.00	26	8,790.00
5166	Medicare	1,341.00	.00	1,341.00	100.21	.00	100.21	1,240.79	7	1,310.00
	Personal Services Totals	\$117,759.00	\$0.00	\$117,759.00	\$10,902.00	\$1,524.63	\$10,902.00	\$105,332.37	11%	\$116,780.00
	Supplies									
5201	Office Supplies	750.00	182.51	932.51	55.28	327.23	55.28	550.00	41	1,000.00
5203	Computer Supplies	750.00	.00	750.00	.00	.00	.00	750.00	0	120.00
5208	OSHA Supplies	18,000.00	1,982.54	19,982.54	2,702.00	2,480.54	2,702.00	14,800.00	26	15,460.00
	Supplies Totals	\$19,500.00	\$2,165.05	\$21,665.05	\$2,757.28	\$2,807.77	\$2,757.28	\$16,100.00	26%	\$16,580.00
	Services									
5321	Professional Training	.00	.00	.00	.00	.00	.00	.00	+++	1,500.00
5323	Publications	800.00	.00	800.00	719.80	.00	719.80	80.20	90	730.00
5324	Professional Association Dues	600.00	.00	600.00	.00	.00	.00	600.00	0	1,130.00
5336	Medical Services/Physical Exams	4,000.00	1,000.00	5,000.00	.00	1,500.00	.00	3,500.00	30	2,240.00
5339	Misc Contract Services	6,000.00	.00	6,000.00	4,649.28	.00	4,649.28	1,350.72	77	7,490.00
5391	Postage	200.00	.00	200.00	2.00	.00	2.00	198.00	1	70.00
5399	Other Miscellaneous Services	30,000.00	4,145.00	34,145.00	308.90	9,266.10	308.90	24,570.00	28	13,450.00
	Services Totals	\$41,600.00	\$5,145.00	\$46,745.00	\$5,679.98	\$10,766.10	\$5,679.98	\$30,298.92	35%	\$26,650.00
	EXPENSE TOTALS	\$178,859.00	\$7,310.05	\$186,169.05	\$19,339.26	\$15,098.50	\$19,339.26	\$151,731.29	18%	\$160,020.00
Department 582 - Human Resources Department Totals		(\$178,859.00)	(\$7,310.05)	(\$186,169.05)	(\$19,339.26)	(\$15,098.50)	(\$19,339.26)	(\$151,731.29)	18%	(\$160,023.00)

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Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 584 - Computer Department										
	EXPENSE									
	Supplies									
5201	Office Supplies	250.00	.00	250.00	.00	250.00	.00	.00	100	17,130.00
5203	Computer Supplies	12,750.00	.00	12,750.00	.00	12,750.00	.00	.00	100	11,130.00
	<i>Supplies Totals</i>	\$13,000.00	\$0.00	\$13,000.00	\$0.00	\$13,000.00	\$0.00	\$0.00	100%	\$11,310.00
	Services									
5339	Misc Contract Services	186,000.00	10,375.00	196,375.00	36,000.00	135,375.00	36,000.00	25,000.00	87	155,990.00
5366	Computer Maintenance	273,354.00	11,405.32	284,759.32	13,313.56	275,883.76	13,313.56	(4,438.00)	102	264,240.00
	<i>Services Totals</i>	\$459,354.00	\$21,780.32	\$481,134.32	\$49,313.56	\$411,258.76	\$49,313.56	\$20,562.00	96%	\$420,230.00
	Capital Purchases									
5639	Other Equipment	164,600.00	25,000.00	189,600.00	.00	151,600.00	.00	38,000.00	80	58,310.00
	<i>Capital Purchases Totals</i>	\$164,600.00	\$25,000.00	\$189,600.00	\$0.00	\$151,600.00	\$0.00	\$38,000.00	80%	\$58,310.00
	EXPENSE TOTALS	\$636,954.00	\$46,780.32	\$683,734.32	\$49,313.56	\$575,858.76	\$49,313.56	\$58,562.00	91%	\$489,860.00
Department 584 - Computer Department Totals		(\$636,954.00)	(\$46,780.32)	(\$683,734.32)	(\$49,313.56)	(\$575,858.76)	(\$49,313.56)	(\$58,562.00)	91%	(\$489,864.00)

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Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 593 - Clerk of Courts										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	79,755.00	.00	79,755.00	5,909.12	.00	5,909.12	73,845.88	7	80,100.00
5102	Wages-Staff	100,593.00	.00	100,593.00	8,179.20	.00	8,179.20	92,413.80	8	114,420.00
5104	Wages-Part time	32,833.00	.00	32,833.00	2,418.48	.00	2,418.48	30,414.52	7	28,690.00
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	600.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	8,000.00	.00	8,000.00	.00	100	8,660.00
5151	PERS Contribution	29,229.00	.00	29,229.00	2,604.18	.00	2,604.18	26,624.82	9	29,010.00
5161	Group Insurance	42,402.00	.00	42,402.00	3,839.19	7,750.81	3,839.19	30,812.00	27	44,850.00
5166	Medicare	3,100.00	.00	3,100.00	232.28	.00	232.28	2,867.72	7	3,150.00
<i>Personal Services Totals</i>		\$296,512.00	\$0.00	\$296,512.00	\$31,182.45	\$7,750.81	\$31,182.45	\$257,578.74	13%	\$309,500.00
<i>Supplies</i>										
5201	Office Supplies	2,500.00	963.18	3,463.18	38.48	3,424.70	38.48	.00	100	2,240.00
5203	Computer Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,000.00
<i>Supplies Totals</i>		\$4,500.00	\$963.18	\$5,463.18	\$38.48	\$3,424.70	\$38.48	\$2,000.00	63%	\$2,240.00
<i>Services</i>										
5321	Professional Training	800.00	.00	800.00	.00	.00	.00	800.00	0	250.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5323	Publications	500.00	.00	500.00	.00	300.00	.00	200.00	60	290.00
5324	Professional Association Dues	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5332	Legal Services	70,000.00	15,000.00	85,000.00	5,000.00	67,000.00	5,000.00	13,000.00	85	52,000.00
5339	Misc Contract Services	1,500.00	1,456.31	2,956.31	.00	4,056.31	.00	(1,100.00)	137	1,320.00
5344	Witness Fees	250.00	.00	250.00	.00	.00	.00	250.00	0	150.00
5362	Equipment Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,000.00
5377	Municipal Court	25,000.00	.00	25,000.00	.00	15,000.00	.00	10,000.00	60	4,850.00
5391	Postage	2,000.00	.00	2,000.00	41.33	.00	41.33	1,958.67	2	1,250.00
5393	L.E.A.D.S Terminal	600.00	.00	600.00	.00	600.00	.00	.00	100	600.00
5399	Other Miscellaneous Services	2,500.00	546.00	3,046.00	45.00	1,501.00	45.00	1,500.00	51	490.00
<i>Services Totals</i>		\$104,900.00	\$17,002.31	\$121,902.31	\$5,086.33	\$88,457.31	\$5,086.33	\$28,358.67	77%	\$61,100.00
EXPENSE TOTALS		\$405,912.00	\$17,965.49	\$423,877.49	\$36,307.26	\$99,632.82	\$36,307.26	\$287,937.41	32%	\$372,850.00
Department 593 - Clerk of Courts Totals		(\$405,912.00)	(\$17,965.49)	(\$423,877.49)	(\$36,307.26)	(\$99,632.82)	(\$36,307.26)	(\$287,937.41)	32%	(\$372,850.00)

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Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 595 - General and Administrative										
	EXPENSE									
	Personal Services									
5164	Workers Compensation	250,670.00	250,000.00	500,670.00	.00	254,200.00	.00	246,470.00	51	157,701.00
5165	Unemployment Compensation	25,000.00	9,830.84	34,830.84	1,587.92	13,242.92	1,587.92	20,000.00	43	16,000.00
	Personal Services Totals	\$275,670.00	\$259,830.84	\$535,500.84	\$1,587.92	\$267,442.92	\$1,587.92	\$266,470.00	50%	\$157,871.00
	Supplies									
5202	Photo Copy Supplies	5,000.00	168.22	5,168.22	.00	1,668.22	.00	3,500.00	32	3,571.00
	Supplies Totals	\$5,000.00	\$168.22	\$5,168.22	\$0.00	\$1,668.22	\$0.00	\$3,500.00	32%	\$3,571.00
	Services									
5301	Boards/Commissions	35,000.00	8,195.10	43,195.10	675.53	11,519.57	675.53	31,000.00	28	15,561.00
5311	Utilities	225,000.00	14,334.32	239,334.32	11,964.38	90,447.38	11,964.38	136,922.56	43	151,291.00
5324	Professional Association Dues	30,000.00	.00	30,000.00	9,399.19	.00	9,399.19	20,600.81	31	25,631.00
5351	Liability Insurance Deductible	240,000.00	.00	240,000.00	15,822.00	10,057.00	15,822.00	214,121.00	11	366,501.00
5352	Motor Vehicle Insurance	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0	97,331.00
5353	Employee Fidelity Bond	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,301.00
5361	Building Repair/Maintenance	65,000.00	650.00	65,650.00	650.00	19,707.35	650.00	45,292.65	31	53,501.00
5362	Equipment Maintenance	2,500.00	.00	2,500.00	.00	1,000.00	.00	1,500.00	40	691.00
5371	Election Expense	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	27,581.00
5372	Delinquent Tax Advertising	750.00	.00	750.00	.00	.00	.00	750.00	0	341.00
5373	Auditor/Treasurer Fees	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0	4,931.00
5391	Postage	.00	482.64	482.64	(508.72)	2,500.00	(508.72)	(1,508.64)	413	4,271.00
5394	Taxes/Assessments-City Property	30,000.00	.00	30,000.00	5,449.22	24,550.78	5,449.22	.00	100	3,771.00
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	600.00	.00	600.00	9,400.00	6	
	Services Totals	\$768,250.00	\$23,662.06	\$791,912.06	\$44,051.60	\$159,782.08	\$44,051.60	\$588,078.38	26%	\$752,761.00
	Capital Purchases									
5639	Other Equipment	30,000.00	.00	30,000.00	1,064.95	11,935.05	1,064.95	17,000.00	43	12,701.00
	Capital Purchases Totals	\$30,000.00	\$0.00	\$30,000.00	\$1,064.95	\$11,935.05	\$1,064.95	\$17,000.00	43%	\$12,701.00
	EXPENSE TOTALS	\$1,078,920.00	\$283,661.12	\$1,362,581.12	\$46,704.47	\$440,828.27	\$46,704.47	\$875,048.38	36%	\$926,921.00
Department 595 - General and Administrative Totals		(\$1,078,920.00)	(\$283,661.12)	(\$1,362,581.12)	(\$46,704.47)	(\$440,828.27)	(\$46,704.47)	(\$875,048.38)	36%	(\$926,921.00)

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Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 810 - Public Health and Welfare										
	EXPENSE									
	Services									
5376	County Health Services	343,400.00	.00	343,400.00	.00	.00	.00	343,400.00	0	333,254
	Services Totals	\$343,400.00	\$0.00	\$343,400.00	\$0.00	\$0.00	\$0.00	\$343,400.00	0%	\$333,254
	EXPENSE TOTALS	\$343,400.00	\$0.00	\$343,400.00	\$0.00	\$0.00	\$0.00	\$343,400.00	0%	\$333,254
Department 810 - Public Health and Welfare Totals		(\$343,400.00)	\$0.00	(\$343,400.00)	\$0.00	\$0.00	\$0.00	(\$343,400.00)	0%	(\$333,254)
Fund 110 - General Fund Totals		\$23,364,916.00	\$902,910.03	\$24,267,826.03	\$1,960,513.16	\$3,042,827.47	\$1,960,513.16	\$19,264,485.40		\$17,162,901

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Departmental Budget-January, 2021

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 203 - Cares Act (CRF) Franklin Cty										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	7,701.02	7,701.02	.00	7,701.02	.00	.00	100	2,785,034
	Transfers/Other Totals	\$0.00	\$7,701.02	\$7,701.02	\$0.00	\$7,701.02	\$0.00	\$0.00	100%	\$2,785,034
	EXPENSE TOTALS	\$0.00	\$7,701.02	\$7,701.02	\$0.00	\$7,701.02	\$0.00	\$0.00	100%	\$2,785,034
	Department 000 - General Totals	\$0.00	(\$7,701.02)	(\$7,701.02)	\$0.00	(\$7,701.02)	\$0.00	\$0.00	100%	(\$2,785,034)
Fund 203 - Cares Act (CRF) Franklin Cty Totals		\$0.00	\$7,701.02	\$7,701.02	\$0.00	\$7,701.02	\$0.00	\$0.00		\$2,785,034

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Departmental Budget-January, 2021

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 204 - Cares Act (CRF) Licking Cty										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	33,704.74	33,704.74	15,428.88	20,905.76	15,428.88	(2,629.90)	108	344,791
	Transfers/Other Totals	\$0.00	\$33,704.74	\$33,704.74	\$15,428.88	\$20,905.76	\$15,428.88	(\$2,629.90)	108%	\$344,791
	EXPENSE TOTALS	\$0.00	\$33,704.74	\$33,704.74	\$15,428.88	\$20,905.76	\$15,428.88	(\$2,629.90)	108%	\$344,791
	Department 000 - General Totals	\$0.00	(\$33,704.74)	(\$33,704.74)	(\$15,428.88)	(\$20,905.76)	(\$15,428.88)	\$2,629.90	108%	(\$344,791)
Fund 204 - Cares Act (CRF) Licking Cty Totals		\$0.00	\$33,704.74	\$33,704.74	\$15,428.88	\$20,905.76	\$15,428.88	(\$2,629.90)		\$344,791

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 205 - Cares Act (CRF) Fairfield Cty										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	.00	.00	.00	.00	.00	.00	+++	51,536
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$51,536
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$51,536
	Department 000 - General Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$51,536)
Fund 205 - Cares Act (CRF) Fairfield Cty Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$51,536

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Departmental Budget-January, 2021

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 220 - Income Tax Fund										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5000	Contingency Reserve	.00	.00	.00	.00	3,320,081.67	.00	(3,320,081.67)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$3,320,081.67	\$0.00	(\$3,320,081.67)	+++	\$0.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$3,320,081.67	\$0.00	(\$3,320,081.67)	+++	\$0.00
Department 000 - General Totals		\$0.00	\$0.00	\$0.00	\$0.00	(\$3,320,081.67)	\$0.00	\$3,320,081.67	+++	\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 220 - Income Tax Fund										
Department 564 - Income Tax Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	126,383.00	.00	126,383.00	5,347.52	.00	5,347.52	121,035.48	4	62,031
5106	Longevity	700.00	.00	700.00	.00	.00	.00	700.00	0	700
5109	HSA Employer Funding	6,000.00	.00	6,000.00	2,000.00	.00	2,000.00	4,000.00	33	2,000
5151	PERS Contribution	13,172.00	.00	13,172.00	728.05	.00	728.05	12,443.95	6	8,321
5161	Group Insurance	21,222.00	.00	21,222.00	806.61	1,513.39	806.61	18,902.00	11	8,641
5164	Workers Compensation	3,605.00	.00	3,605.00	.00	.00	.00	3,605.00	0	1,781
5166	Medicare	769.00	.00	769.00	.00	.00	.00	769.00	0	
	Personal Services Totals	\$171,851.00	\$0.00	\$171,851.00	\$8,882.18	\$1,513.39	\$8,882.18	\$161,455.43	6%	\$83,491
	Supplies									
5201	Office Supplies	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	21
5203	Computer Supplies	500.00	.00	500.00	.00	250.00	.00	250.00	50	71
	Supplies Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$750.00	\$0.00	\$1,250.00	38%	\$101
	Services									
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5323	Publications	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	525.00	.00	525.00	.00	.00	.00	525.00	0	
5339	Misc Contract Services	75,000.00	.00	75,000.00	.00	.00	.00	75,000.00	0	
5353	Employee Fidelity Bond	75.00	.00	75.00	.00	75.00	.00	.00	100	71
5362	Equipment Maintenance	425.00	79.28	504.28	22.59	406.69	22.59	75.00	85	271
5373	Auditor/Treasurer Fees	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	2,621
5379	Other Governmental Billings	10,000.00	.00	10,000.00	414.93	.00	414.93	9,585.07	4	4,851
5391	Postage	675.00	.00	675.00	1.50	.00	1.50	673.50	0	91
	Services Totals	\$92,400.00	\$79.28	\$92,479.28	\$439.02	\$481.69	\$439.02	\$91,558.57	1%	\$7,921
	Transfers/Other									
5519	Miscellaneous Costs	110,000.00	.00	110,000.00	(258.00)	.00	(258.00)	110,258.00	0	2,511
5529	Miscellaneous Distributions	800,000.00	.00	800,000.00	67,936.27	.00	67,936.27	732,063.73	8	229,121
5530	Enterprise Zone Payment	1,500,000.00	.00	1,500,000.00	344.24	500,000.00	344.24	999,655.76	33	25,471
	Transfers/Other Totals	\$2,410,000.00	\$0.00	\$2,410,000.00	\$68,022.51	\$500,000.00	\$68,022.51	\$1,841,977.49	24%	\$257,111
	EXPENSE TOTALS	\$2,676,251.00	\$79.28	\$2,676,330.28	\$77,343.71	\$502,745.08	\$77,343.71	\$2,096,241.49	22%	\$348,641
	Department 564 - Income Tax Division Totals	(\$2,676,251.00)	(\$79.28)	(\$2,676,330.28)	(\$77,343.71)	(\$502,745.08)	(\$77,343.71)	(\$2,096,241.49)	22%	(\$348,641)
	Fund 220 - Income Tax Fund Totals	\$2,676,251.00	\$79.28	\$2,676,330.28	\$77,343.71	\$3,822,826.75	\$77,343.71	(\$1,223,840.18)		\$348,641



Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	77,384.00	.00	77,384.00	5,918.72	.00	5,918.72	71,465.28	8	77,911.00
5102	Wages-Staff	396,544.00	.00	396,544.00	29,632.83	.00	29,632.83	366,911.17	7	368,460.00
5105	Overtime	28,000.00	25,000.00	53,000.00	1,820.46	.00	1,820.46	51,179.54	3	8,140.00
5106	Longevity	3,550.00	.00	3,550.00	.00	.00	.00	3,550.00	0	3,550.00
5109	HSA Employer Funding	19,000.00	.00	19,000.00	19,000.00	.00	19,000.00	.00	100	23,000.00
5151	PERS Contribution	70,207.00	.00	70,207.00	5,016.23	.00	5,016.23	65,190.77	7	60,730.00
5161	Group Insurance	97,012.00	.00	97,012.00	8,404.77	16,292.23	8,404.77	72,315.00	25	112,030.00
5164	Workers Compensation	14,339.00	.00	14,339.00	.00	.00	.00	14,339.00	0	13,560.00
5166	Medicare	7,329.00	.00	7,329.00	526.64	.00	526.64	6,802.36	7	6,410.00
	Personal Services Totals	\$713,365.00	\$25,000.00	\$738,365.00	\$70,319.65	\$16,292.23	\$70,319.65	\$651,753.12	12%	\$673,820.00
	Supplies									
5201	Office Supplies	3,500.00	384.66	3,884.66	384.66	1,994.73	384.66	1,505.27	61	2,450.00
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	800.00	.00	200.00	80	110.00
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	760.00
5213	Repair and Maintenance Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	0.00
5241	Uniforms-Purchased	2,000.00	.00	2,000.00	.00	600.00	.00	1,400.00	30	1,220.00
5251	MV Gas and Oil	36,000.00	2,016.24	38,016.24	3,792.82	18,223.42	3,792.82	16,000.00	58	16,460.00
5252	Aggregates	19,000.00	508.67	19,508.67	1,746.97	5,761.70	1,746.97	12,000.00	38	9,440.00
5253	Ice Control	140,000.00	.00	140,000.00	.00	40,000.00	.00	100,000.00	29	49,830.00
5259	Operating Materials and Supplies	90,000.00	47,075.10	137,075.10	10,704.10	76,580.08	10,704.10	49,790.92	64	59,990.00
	Supplies Totals	\$293,500.00	\$49,984.67	\$343,484.67	\$16,628.55	\$144,459.93	\$16,628.55	\$182,396.19	47%	\$140,300.00
	Services									
5311	Utilities	19,000.00	831.64	19,831.64	922.69	18,187.91	922.69	721.04	96	9,220.00
5313	Traffic Light Current	12,000.00	489.83	12,489.83	489.83	6,908.93	489.83	5,091.07	59	5,040.00
5321	Professional Training	500.00	.00	500.00	.00	100.00	.00	400.00	20	90.00
5322	Conference/Reimb	200.00	.00	200.00	.00	.00	.00	200.00	0	0.00
5324	Professional Association Dues	130.00	.00	130.00	.00	60.00	.00	70.00	46	70.00
5331	Engineering/Architecture	14,000.00	3,458.06	17,458.06	220.26	8,237.80	220.26	9,000.00	48	540.00
5339	Misc Contract Services	39,700.00	18,520.12	58,220.12	1,045.10	30,875.02	1,045.10	26,300.00	55	14,260.00
5351	Liability Insurance Deductible	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	9,600.00
5352	Motor Vehicle Insurance	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	10,600.00
5361	Building Repair/Maintenance	12,100.00	.00	12,100.00	.00	3,000.00	.00	9,100.00	25	200.00
5365	Utility Line Repair/Maintenance	31,600.00	14,667.18	46,267.18	.00	23,667.18	.00	22,600.00	51	22,730.00
5366	Computer Maintenance	.00	3,200.00	3,200.00	.00	3,200.00	.00	.00	100	0.00
5391	Postage	100.00	.00	100.00	.00	.00	.00	100.00	0	0.00
5397	Uniform Rental	2,500.00	95.16	2,595.16	190.32	2,377.96	190.32	26.88	99	2,020.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	500.00	.00	500.00	50	400.00



Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	260 - Street Fund									
Department	268 - Street Department									
	EXPENSE									
	<i>Services Totals</i>	\$148,830.00	\$41,261.99	\$190,091.99	\$2,868.20	\$97,114.80	\$2,868.20	\$90,108.99	53%	\$74,45
	<i>Capital Purchases</i>									
5632	Motor Vehicles	50,000.00	146,050.00	196,050.00	146,050.00	.00	146,050.00	50,000.00	74	133,38
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	17,66
	<i>Capital Purchases Totals</i>	\$50,000.00	\$146,050.00	\$196,050.00	\$146,050.00	\$0.00	\$146,050.00	\$50,000.00	74%	\$151,04
	EXPENSE TOTALS	\$1,205,695.00	\$262,296.66	\$1,467,991.66	\$235,866.40	\$257,866.96	\$235,866.40	\$974,258.30	34%	\$1,039,63
Department	268 - Street Department Totals	(\$1,205,695.00)	(\$262,296.66)	(\$1,467,991.66)	(\$235,866.40)	(\$257,866.96)	(\$235,866.40)	(\$974,258.30)	34%	(\$1,039,63)
Fund	260 - Street Fund Totals	\$1,205,695.00	\$262,296.66	\$1,467,991.66	\$235,866.40	\$257,866.96	\$235,866.40	\$974,258.30		\$1,039,63



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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 270 - State Highway Fund										
Department 268 - Street Department										
	EXPENSE									
	Supplies									
5253	Ice Control	60,000.00	.00	60,000.00	.00	40,000.00	.00	20,000.00	67	60,000.00
5259	Operating Materials and Supplies	10,000.00	.00	10,000.00	.00	6,000.00	.00	4,000.00	60	3,130.00
	Supplies Totals	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$46,000.00	\$0.00	\$24,000.00	66%	\$63,130.00
	Services									
5313	Traffic Light Current	12,000.00	604.58	12,604.58	604.58	8,191.37	604.58	3,808.63	70	5,700.00
5339	Misc Contract Services	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	
5365	Utility Line Repair/Maintenance	9,000.00	8,128.82	17,128.82	.00	21,000.00	.00	(3,871.18)	123	
	Services Totals	\$24,000.00	\$8,733.40	\$32,733.40	\$604.58	\$30,691.37	\$604.58	\$1,437.45	96%	\$5,700.00
	EXPENSE TOTALS	\$94,000.00	\$8,733.40	\$102,733.40	\$604.58	\$76,691.37	\$604.58	\$25,437.45	75%	\$68,830.00
Department 268 - Street Department Totals		(\$94,000.00)	(\$8,733.40)	(\$102,733.40)	(\$604.58)	(\$76,691.37)	(\$604.58)	(\$25,437.45)	75%	(\$68,830.00)
Fund 270 - State Highway Fund Totals		\$94,000.00	\$8,733.40	\$102,733.40	\$604.58	\$76,691.37	\$604.58	\$25,437.45		\$68,830.00

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Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	290 - Law Enforcement Fund									
Department	111 - Police Division									
	EXPENSE									
	<i>Transfers/Other</i>									
5529	Miscellaneous Distributions	.00	.00	.00	.00	.00	.00	.00	+++	4,408
	<i>Transfers/Other Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,408
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,408
	Department 111 - Police Division Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$4,408)
	Fund 290 - Law Enforcement Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,408

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Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	39,795.00	.00	39,795.00	3,044.54	.00	3,044.54	36,750.46	8	40,127.00
5102	Wages-Staff	259,273.00	.00	259,273.00	19,776.47	.00	19,776.47	239,496.53	8	238,980.00
5105	Overtime	15,400.00	.00	15,400.00	1,383.46	.00	1,383.46	14,016.54	9	10,080.00
5106	Longevity	1,750.00	.00	1,750.00	.00	.00	.00	1,750.00	0	1,750.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(1,876.00)
5109	HSA Employer Funding	21,000.00	.00	21,000.00	17,000.00	.00	17,000.00	4,000.00	81	21,000.00
5151	PERS Contribution	44,271.00	.00	44,271.00	3,045.35	.00	3,045.35	41,225.65	7	37,800.00
5161	Group Insurance	109,753.00	.00	109,753.00	7,808.52	19,971.48	7,808.52	81,973.00	25	98,680.00
5164	Workers Compensation	8,970.00	.00	8,970.00	.00	.00	.00	8,970.00	0	8,730.00
5166	Medicare	4,585.00	.00	4,585.00	334.56	.00	334.56	4,250.44	7	3,930.00
	Personal Services Totals	\$504,797.00	\$0.00	\$504,797.00	\$52,392.90	\$19,971.48	\$52,392.90	\$432,432.62	14%	\$459,230.00
	Supplies									
5201	Office Supplies	5,500.00	1,725.92	7,225.92	424.47	4,551.45	424.47	2,250.00	69	4,230.00
5203	Computer Supplies	7,500.00	355.89	7,855.89	177.46	2,678.43	177.46	5,000.00	36	2,010.00
5213	Repair and Maintenance Supplies	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	
5241	Uniforms-Purchased	3,500.00	1,247.02	4,747.02	367.45	879.57	367.45	3,500.00	26	1,780.00
5251	MV Gas and Oil	17,000.00	421.37	17,421.37	856.17	9,313.72	856.17	7,251.48	58	5,040.00
5252	Aggregates	39,700.00	11,497.11	51,197.11	1,975.29	34,521.82	1,975.29	14,700.00	71	26,090.00
5259	Operating Materials and Supplies	70,000.00	20,738.71	90,738.71	18,603.50	19,721.28	18,603.50	52,413.93	42	61,380.00
5263	Meters-Resale	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	
	Supplies Totals	\$173,200.00	\$35,986.02	\$209,186.02	\$22,404.34	\$71,666.27	\$22,404.34	\$115,115.41	45%	\$100,540.00
	Services									
5311	Utilities	16,000.00	2,843.69	18,843.69	1,064.11	17,223.53	1,064.11	556.05	97	11,490.00
5321	Professional Training	3,000.00	500.00	3,500.00	.00	500.00	.00	3,000.00	14	
5322	Conference/Reimb	1,000.00	215.00	1,215.00	56.04	1,313.96	56.04	(155.00)	113	880.00
5323	Publications	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	400.00	.00	400.00	.00	.00	.00	400.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	1,553.16	16,553.16	255.00	6,298.16	255.00	10,000.00	40	3,440.00
5339	Misc Contract Services	50,000.00	8,052.04	58,052.04	952.34	23,549.70	952.34	33,550.00	42	35,410.00
5351	Liability Insurance Deductible	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	4,500.00
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	.00	.00	2,750.00	0	2,750.00
5361	Building Repair/Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,270.00
5362	Equipment Maintenance	8,000.00	237.85	8,237.85	67.78	1,220.07	67.78	6,950.00	16	810.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	3,080.00
5365	Utility Line Repair/Maintenance	38,000.00	.00	38,000.00	.00	.00	.00	38,000.00	0	8,420.00



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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Services									
5366	Computer Maintenance	12,500.00	.00	12,500.00	.00	13,300.00	.00	(800.00)	106	14,651.00
5378	Columbus Contract	5,350,272.00	442,212.51	5,792,484.51	448,421.49	1,593,791.02	448,421.49	3,750,272.00	35	5,416,441.00
5379	Other Governmental Billings	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	
5391	Postage	15,000.00	.00	15,000.00	40.83	2,000.00	40.83	12,959.17	14	5,874.00
5399	Other Miscellaneous Services	150,000.00	5,286.77	155,286.77	515.26	13,160.66	515.26	141,610.85	9	154,101.00
	Services Totals	\$5,691,122.00	\$460,901.02	\$6,152,023.02	\$451,372.85	\$1,672,357.10	\$451,372.85	\$4,028,293.07	35%	\$5,663,161.00
	Capital Purchases									
5611	Buildings	12,500.00	.00	12,500.00	.00	.00	.00	12,500.00	0	
5631	Furniture and Fixtures	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5632	Motor Vehicles	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	19,151.00
5633	Machinery and Equipment	175,000.00	.00	175,000.00	.00	12,499.00	.00	162,501.00	7	114,911.00
5639	Other Equipment	175,000.00	80,952.50	255,952.50	.00	80,952.50	.00	175,000.00	32	
	Capital Purchases Totals	\$413,500.00	\$80,952.50	\$494,452.50	\$0.00	\$93,451.50	\$0.00	\$401,001.00	19%	\$134,062.00
	EXPENSE TOTALS	\$6,782,619.00	\$577,839.54	\$7,360,458.54	\$526,170.09	\$1,857,446.35	\$526,170.09	\$4,976,842.10	32%	\$6,357,016.00
Department 735 - Water Division Totals		(\$6,782,619.00)	(\$577,839.54)	(\$7,360,458.54)	(\$526,170.09)	(\$1,857,446.35)	(\$526,170.09)	(\$4,976,842.10)	32%	(\$6,357,016.00)



Departmental Budget-January, 2021

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Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 710 - Water Fund										
Department 991 - Debt Service										
EXPENSE										
Debt Service										
5414	G. O. Bond-Principal	335,500.00	.00	335,500.00	.00	.00	.00	335,500.00	0	330,531
5424	G. O. Bond-Interest	30,735.00	.00	30,735.00	.00	.00	.00	30,735.00	0	34,148
Debt Service Totals		\$366,235.00	\$0.00	\$366,235.00	\$0.00	\$0.00	\$0.00	\$366,235.00	0%	\$364,681
EXPENSE TOTALS		\$366,235.00	\$0.00	\$366,235.00	\$0.00	\$0.00	\$0.00	\$366,235.00	0%	\$364,681
Department 991 - Debt Service Totals		(\$366,235.00)	\$0.00	(\$366,235.00)	\$0.00	\$0.00	\$0.00	(\$366,235.00)	0%	(\$364,681)
Fund 710 - Water Fund Totals		\$7,148,854.00	\$577,839.54	\$7,726,693.54	\$526,170.09	\$1,857,446.35	\$526,170.09	\$5,343,077.10		\$6,721,691

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	39,796.00	.00	39,796.00	3,044.54	.00	3,044.54	36,751.46	8	40,127.00
5102	Wages-Staff	315,459.00	.00	315,459.00	23,753.93	.00	23,753.93	291,705.07	8	304,459.00
5105	Overtime	3,500.00	.00	3,500.00	1,138.77	.00	1,138.77	2,361.23	33	6,240.00
5106	Longevity	550.00	.00	550.00	550.00	.00	550.00	.00	100	550.00
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,624.00)
5109	HSA Employer Funding	21,000.00	.00	21,000.00	21,000.00	.00	21,000.00	.00	100	21,000.00
5151	PERS Contribution	49,953.00	.00	49,953.00	4,014.63	.00	4,014.63	45,938.37	8	47,290.00
5161	Group Insurance	110,143.00	.00	110,143.00	9,421.96	18,273.04	9,421.96	82,448.00	25	105,110.00
5164	Workers Compensation	10,192.00	.00	10,192.00	.00	.00	.00	10,192.00	0	9,810.00
5166	Medicare	5,210.00	.00	5,210.00	394.50	.00	394.50	4,815.50	8	4,850.00
	Personal Services Totals	\$555,803.00	\$0.00	\$555,803.00	\$63,318.33	\$18,273.04	\$63,318.33	\$474,211.63	15%	\$536,820.00
	Supplies									
5201	Office Supplies	5,500.00	1,695.00	7,195.00	424.48	4,520.52	424.48	2,250.00	69	2,990.00
5203	Computer Supplies	7,500.00	355.87	7,855.87	177.47	2,678.40	177.47	5,000.00	36	2,010.00
5213	Repair and Maintenance Supplies	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,500.00
5241	Uniforms-Purchased	3,500.00	1,247.01	4,747.01	367.46	879.55	367.46	3,500.00	26	1,780.00
5251	MV Gas and Oil	16,500.00	421.38	16,921.38	856.19	9,313.68	856.19	6,751.51	60	5,040.00
5252	Aggregates	4,500.00	1,365.09	5,865.09	.00	6,365.09	.00	(500.00)	109	1,130.00
5259	Operating Materials and Supplies	65,000.00	31.36	65,031.36	31.36	7,895.69	31.36	57,104.31	12	33,920.00
	Supplies Totals	\$105,000.00	\$5,115.71	\$110,115.71	\$1,856.96	\$31,652.93	\$1,856.96	\$76,605.82	30%	\$46,890.00
	Services									
5311	Utilities	12,000.00	1,355.28	13,355.28	219.16	4,586.12	219.16	8,550.00	36	3,660.00
5321	Professional Training	3,000.00	500.00	3,500.00	.00	500.00	.00	3,000.00	14	3,000.00
5322	Conference/Reimb	1,000.00	215.00	1,215.00	56.04	1,313.96	56.04	(155.00)	113	880.00
5324	Professional Association Dues	350.00	.00	350.00	.00	.00	.00	350.00	0	350.00
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5331	Engineering/Architecture	15,000.00	2,677.50	17,677.50	.00	7,677.50	.00	10,000.00	43	2,320.00
5339	Misc Contract Services	45,000.00	5,627.05	50,627.05	952.33	13,724.72	952.33	35,950.00	29	14,650.00
5351	Liability Insurance Deductible	1,750.00	.00	1,750.00	.00	.00	.00	1,750.00	0	1,750.00
5352	Motor Vehicle Insurance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	3,000.00
5361	Building Repair/Maintenance	9,000.00	.00	9,000.00	.00	.00	.00	9,000.00	0	400.00
5362	Equipment Maintenance	3,000.00	237.85	3,237.85	67.78	1,220.07	67.78	1,950.00	40	810.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,000.00
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	3,080.00
5365	Utility Line Repair/Maintenance	115,000.00	74,550.58	189,550.58	27,686.03	46,864.55	27,686.03	115,000.00	39	103,910.00
5366	Computer Maintenance	15,000.00	.00	15,000.00	.00	12,500.00	.00	2,500.00	83	14,060.00
5378	Columbus Contract	5,229,860.00	685,943.98	5,915,803.98	672,526.41	1,513,417.57	672,526.41	3,729,860.00	37	5,390,290.00



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	720 - Wastewater/Sewer Fund									
Department	736 - Wastewater Division									
	EXPENSE									
	<i>Services</i>									
5391	Postage	12,000.00	.00	12,000.00	40.82	2,000.00	40.82	9,959.18	17	5,874.00
5399	Other Miscellaneous Services	150,000.00	5,186.61	155,186.61	415.27	11,660.48	415.27	143,110.86	8	113,861.00
	<i>Services Totals</i>	\$5,622,460.00	\$776,293.85	\$6,398,753.85	\$701,963.84	\$1,615,464.97	\$701,963.84	\$4,081,325.04	36%	\$5,658,591.00
	<i>Capital Purchases</i>									
5611	Buildings	12,500.00	.00	12,500.00	.00	.00	.00	12,500.00	0	
5631	Furniture and Fixtures	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5632	Motor Vehicles	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	19,150.00
5633	Machinery and Equipment	175,000.00	.00	175,000.00	.00	12,499.00	.00	162,501.00	7	114,910.00
5639	Other Equipment	175,000.00	80,952.50	255,952.50	.00	80,952.50	.00	175,000.00	32	
	<i>Capital Purchases Totals</i>	\$413,500.00	\$80,952.50	\$494,452.50	\$0.00	\$93,451.50	\$0.00	\$401,001.00	19%	\$134,060.00
	EXPENSE TOTALS	\$6,696,763.00	\$862,362.06	\$7,559,125.06	\$767,139.13	\$1,758,842.44	\$767,139.13	\$5,033,143.49	33%	\$6,376,381.00
Department	736 - Wastewater Division Totals	(\$6,696,763.00)	(\$862,362.06)	(\$7,559,125.06)	(\$767,139.13)	(\$1,758,842.44)	(\$767,139.13)	(\$5,033,143.49)	33%	(\$6,376,381.00)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 46105ZWG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	720 - Wastewater/Sewer Fund									
Department	991 - Debt Service									
	EXPENSE									
	<i>Debt Service</i>									
5414	G. O. Bond-Principal	38,100.00	.00	38,100.00	.00	.00	.00	38,100.00	0	37,100.00
5424	G. O. Bond-Interest	1,920.00	.00	1,920.00	.00	.00	.00	1,920.00	0	2,840.00
	<i>Debt Service Totals</i>	\$40,020.00	\$0.00	\$40,020.00	\$0.00	\$0.00	\$0.00	\$40,020.00	0%	\$39,940.00
	EXPENSE TOTALS	\$40,020.00	\$0.00	\$40,020.00	\$0.00	\$0.00	\$0.00	\$40,020.00	0%	\$39,940.00
	Department 991 - Debt Service Totals	(\$40,020.00)	\$0.00	(\$40,020.00)	\$0.00	\$0.00	\$0.00	(\$40,020.00)	0%	(\$39,940.00)
Fund	720 - Wastewater/Sewer Fund Totals	\$6,736,783.00	\$862,362.06	\$7,599,145.06	\$767,139.13	\$1,758,842.44	\$767,139.13	\$5,073,163.49		\$6,416,320.00

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Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 740 - Storm Water Drainage Fund										
Department 737 - Storm Water Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	213,430.00	.00	213,430.00	15,998.57	.00	15,998.57	197,431.43	7	204,490.00
5105	Overtime	4,900.00	.00	4,900.00	.00	.00	.00	4,900.00	0	66,000.00
5106	Longevity	1,050.00	.00	1,050.00	.00	.00	.00	1,050.00	0	1,050.00
5109	HSA Employer Funding	11,000.00	.00	11,000.00	11,000.00	.00	11,000.00	.00	100	11,000.00
5151	PERS Contribution	30,363.00	.00	30,363.00	2,422.31	.00	2,422.31	27,940.69	8	27,680.00
5161	Group Insurance	57,470.00	.00	57,470.00	4,929.43	8,963.57	4,929.43	43,577.00	24	54,810.00
5164	Workers Compensation	6,223.00	.00	6,223.00	.00	.00	.00	6,223.00	0	5,950.00
5166	Medicare	3,181.00	.00	3,181.00	223.43	.00	223.43	2,957.57	7	2,850.00
	Personal Services Totals	\$327,617.00	\$0.00	\$327,617.00	\$34,573.74	\$8,963.57	\$34,573.74	\$284,079.69	13%	\$308,500.00
	Supplies									
5201	Office Supplies	6,500.00	1,500.00	8,000.00	229.48	3,970.52	229.48	3,800.00	52	1,230.00
5203	Computer Supplies	750.00	.00	750.00	.00	700.00	.00	50.00	93	750.00
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	3,060.00
5241	Uniforms-Purchased	1,000.00	232.92	1,232.92	232.92	500.00	232.92	500.00	59	560.00
5251	MV Gas and Oil	7,000.00	215.00	7,215.00	467.01	3,747.99	467.01	3,000.00	58	2,780.00
5252	Aggregates	1,250.00	.00	1,250.00	.00	500.00	.00	750.00	40	730.00
5259	Operating Materials and Supplies	42,000.00	1,100.00	43,100.00	2,021.64	8,078.36	2,021.64	33,000.00	23	32,390.00
	Supplies Totals	\$60,000.00	\$3,047.92	\$63,047.92	\$2,951.05	\$17,996.87	\$2,951.05	\$42,100.00	33%	\$40,790.00
	Services									
5311	Utilities	7,000.00	277.72	7,277.72	357.86	8,063.10	357.86	(1,143.24)	116	2,900.00
5321	Professional Training	400.00	.00	400.00	.00	200.00	.00	200.00	50	180.00
5322	Conference/Reimb	20.00	.00	20.00	.00	20.00	.00	.00	100	10.00
5324	Professional Association Dues	220.00	.00	220.00	.00	200.00	.00	20.00	91	70.00
5331	Engineering/Architecture	8,000.00	3,830.00	11,830.00	.00	8,830.00	.00	3,000.00	75	36,570.00
5339	Misc Contract Services	46,450.00	24,520.12	70,970.12	275.10	49,395.02	275.10	21,300.00	70	30,980.00
5351	Liability Insurance Deductible	2,250.00	.00	2,250.00	.00	.00	.00	2,250.00	0	2,250.00
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	.00	.00	2,750.00	0	2,750.00
5361	Building Repair/Maintenance	4,000.00	.00	4,000.00	.00	3,000.00	.00	1,000.00	75	4,000.00
5364	MV Repair/Maintenance-Internal	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	3,150.00
5365	Utility Line Repair/Maintenance	7,500.00	.00	7,500.00	.00	2,000.00	.00	5,500.00	27	7,500.00
5366	Computer Maintenance	.00	3,200.00	3,200.00	.00	3,200.00	.00	.00	100	0.00
5378	Columbus Contract	900,000.00	66,713.92	966,713.92	66,713.92	761,941.82	66,713.92	138,058.18	86	786,270.00
5391	Postage	22,000.00	.00	22,000.00	.51	2,000.00	.51	19,999.49	9	5,370.00
5397	Uniform Rental	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	2,000.00
5399	Other Miscellaneous Services	39,000.00	749.11	39,749.11	26.13	4,622.98	26.13	35,100.00	12	34,590.00
	Services Totals	\$1,045,090.00	\$99,290.87	\$1,144,380.87	\$67,373.52	\$843,472.92	\$67,373.52	\$233,534.43	80%	\$905,110.00

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Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	740 - Storm Water Drainage Fund									
Department	737 - Storm Water Division									
	EXPENSE									
	<i>Capital Purchases</i>									
5633	Machinery and Equipment	.00	.00	.00	.00	.00	.00	.00	+++	28,900.00
	<i>Capital Purchases Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$28,900.00
	EXPENSE TOTALS	\$1,432,707.00	\$102,338.79	\$1,535,045.79	\$104,898.31	\$870,433.36	\$104,898.31	\$559,714.12	64%	\$1,283,315.00
Department	737 - Storm Water Division Totals	(\$1,432,707.00)	(\$102,338.79)	(\$1,535,045.79)	(\$104,898.31)	(\$870,433.36)	(\$104,898.31)	(\$559,714.12)	64%	(\$1,283,315.00)

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 461052WG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	740 - Storm Water Drainage Fund									
Department	991 - Debt Service									
	EXPENSE									
	<i>Debt Service</i>									
5414	G. O. Bond-Principal	110,000.00	.00	110,000.00	.00	.00	.00	110,000.00	0	105,000.00
5424	G. O. Bond-Interest	15,595.00	.00	15,595.00	.00	.00	.00	15,595.00	0	17,960.00
	<i>Debt Service Totals</i>	\$125,595.00	\$0.00	\$125,595.00	\$0.00	\$0.00	\$0.00	\$125,595.00	0%	\$122,960.00
	EXPENSE TOTALS	\$125,595.00	\$0.00	\$125,595.00	\$0.00	\$0.00	\$0.00	\$125,595.00	0%	\$122,960.00
	Department 991 - Debt Service Totals	(\$125,595.00)	\$0.00	(\$125,595.00)	\$0.00	\$0.00	\$0.00	(\$125,595.00)	0%	(\$122,960.00)
Fund	740 - Storm Water Drainage Fund Totals	\$1,558,302.00	\$102,338.79	\$1,660,640.79	\$104,898.31	\$870,433.36	\$104,898.31	\$685,309.12		\$1,406,280.00

Attachment: Departmental Budget-January, 2021 03_10_2021 9_59_45 AM Joni Crawford 46105ZWG



Departmental Budget-January, 2021

9.b.1.a

Fiscal Year to Date 01/31/21

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 750 - Solid Waste Fund										
Department 738 - Refuse Collection										
	EXPENSE									
	Supplies									
5201	Office Supplies	2,000.00	1,500.00	3,500.00	229.48	3,270.52	229.48	.00	100	1,238.00
	Supplies Totals	\$2,000.00	\$1,500.00	\$3,500.00	\$229.48	\$3,270.52	\$229.48	\$0.00	100%	\$1,238.00
	Services									
5315	Private Hauler Contract	2,480,000.00	363,945.51	2,843,945.51	181,867.59	773,434.38	181,867.59	1,888,643.54	34	2,228,140.00
5391	Postage	12,000.00	.00	12,000.00	40.82	2,000.00	40.82	9,959.18	17	5,870.00
5399	Other Miscellaneous Services	110,000.00	749.11	110,749.11	26.13	4,222.98	26.13	106,500.00	4	34,430.00
	Services Totals	\$2,602,000.00	\$364,694.62	\$2,966,694.62	\$181,934.54	\$779,657.36	\$181,934.54	\$2,005,102.72	32%	\$2,268,440.00
	EXPENSE TOTALS	\$2,604,000.00	\$366,194.62	\$2,970,194.62	\$182,164.02	\$782,927.88	\$182,164.02	\$2,005,102.72	32%	\$2,269,680.00
Department 738 - Refuse Collection Totals		(\$2,604,000.00)	(\$366,194.62)	(\$2,970,194.62)	(\$182,164.02)	(\$782,927.88)	(\$182,164.02)	(\$2,005,102.72)	32%	(\$2,269,680.00)
Fund 750 - Solid Waste Fund Totals		\$2,604,000.00	\$366,194.62	\$2,970,194.62	\$182,164.02	\$782,927.88	\$182,164.02	\$2,005,102.72		\$2,269,680.00
Grand Totals		\$45,388,801.00	\$3,124,160.14	\$48,512,961.14	\$3,870,128.28	\$12,498,469.36	\$3,870,128.28	\$32,144,363.50		\$38,619,780.00

Attachment: Departmental Budget-January, 2021 03_10_2021 9:59:45 AM Joni Crawford 461052WG



Budget by Classification-January, 2021

9.b.1.b

Through 01/31/21
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
REVENUE							
Department 000 - General							
Property Taxes	275,300.00	.00	.00	.00	275,300.00	0	283,031.41
Municipal Tax	17,348,722.00	1,237,331.91	1,237,331.91	.00	16,111,390.09	7	17,010,411.41
Other Local Taxes	525,000.00	27,477.60	27,477.60	.00	497,522.40	5	391,861.41
State Levied Shared Taxes	954,200.00	74,991.01	74,991.01	.00	879,208.99	8	957,371.41
Licenses	77,100.00	12,225.00	12,225.00	.00	64,875.00	16	50,491.41
Permits	295,200.00	36,948.71	36,948.71	.00	258,251.29	13	354,471.41
Fees	26,000.00	3,332.50	3,332.50	.00	22,667.50	13	31,951.41
Intergovernmental-State	2,500.00	.00	.00	.00	2,500.00	0	2,500.00
Miscellaneous Charges for Services	40,100.00	195.00	195.00	.00	39,905.00	0	38,601.41
Recreational Charges	121,300.00	17,354.68	17,354.68	.00	103,945.32	14	52,821.41
Fines and Forfeitures	358,500.00	12,242.00	12,242.00	.00	346,258.00	3	268,771.41
Investment Earnings	250,000.00	7,313.45	7,313.45	.00	242,686.55	3	456,871.41
Other Revenues	648,776.00	51,605.85	51,605.85	.00	597,170.15	8	659,391.41
Donations	20,000.00	200.00	200.00	.00	19,800.00	1	3,901.41
Refunds and Voids	.00	.00	.00	.00	.00	+++	2,941.41
Reimbursements	105,100.00	12,031.93	12,031.93	.00	93,068.07	11	1,079,941.41
Sale of Assets	5,000.00	2,371.83	2,371.83	.00	2,628.17	47	7,991.41
Transfers/Advances	1,500.00	.00	.00	.00	1,500.00	0	1,861.41
Department 000 - General Totals	\$21,054,298.00	\$1,495,621.47	\$1,495,621.47	\$0.00	\$19,558,676.53	7%	\$21,652,731.41
REVENUE TOTALS	\$21,054,298.00	\$1,495,621.47	\$1,495,621.47	\$0.00	\$19,558,676.53	7%	\$21,652,731.41
EXPENSE							
Department 000 - General							
Transfers/Other	.00	.00	.00	.00	.00	+++	39,721.41
Department 000 - General Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$39,721.41
Department 111 - Police Division							
Personal Services	11,592,302.26	1,145,122.77	1,145,122.77	216,328.37	10,230,851.12	12	8,333,361.41
Supplies	406,882.53	23,771.89	23,771.89	92,052.22	291,058.42	28	278,721.41
Services	887,446.55	41,273.67	41,273.67	303,603.41	542,569.47	39	447,641.41
Capital Purchases	486,150.76	3,954.44	3,954.44	52,905.32	429,291.00	12	232,021.41
Department 111 - Police Division Totals	\$13,372,782.10	\$1,214,122.77	\$1,214,122.77	\$664,889.32	\$11,493,770.01	14%	\$9,291,751.41
Department 290 - Mechanic							
Personal Services	164,751.00	17,334.99	17,334.99	5,009.28	142,406.73	14	125,731.41
Supplies	132,129.14	2,846.10	2,846.10	52,383.04	76,900.00	42	77,381.41



Budget by Classification-January, 2021

9.b.1.b

Through 01/31/21
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 290 - Mechanic							
Services	48,524.99	1,384.89	1,384.89	26,090.10	21,050.00	57	21,311.10
Department 290 - Mechanic Totals	\$345,405.13	\$21,565.98	\$21,565.98	\$83,482.42	\$240,356.73	30%	\$224,431.10
Department 340 - Parks and Recreation							
Personal Services	1,143,123.00	112,780.67	112,780.67	32,835.88	997,506.45	13	892,451.10
Supplies	276,599.92	29,184.21	29,184.21	42,879.85	204,535.86	26	111,821.10
Services	573,242.29	5,316.92	5,316.92	81,493.30	486,432.07	15	322,411.10
Transfers/Other	.00	651.25	651.25	.00	(651.25)	+++	
Capital Purchases	17,163.00	.00	.00	17,163.00	.00	100	28,451.10
Department 340 - Parks and Recreation Totals	\$2,010,128.21	\$147,933.05	\$147,933.05	\$174,372.03	\$1,687,823.13	16%	\$1,355,151.10
Department 343 - Senior Center							
Personal Services	169,666.00	12,874.90	12,874.90	1,515.53	155,275.57	8	149,491.10
Supplies	30,667.90	1,443.69	1,443.69	2,053.25	27,170.96	11	1,681.10
Services	45,487.29	613.79	613.79	2,570.30	42,303.20	7	12,981.10
Department 343 - Senior Center Totals	\$245,821.19	\$14,932.38	\$14,932.38	\$6,139.08	\$224,749.73	9%	\$164,161.10
Department 344 - Community Events							
Personal Services	107,397.00	11,796.94	11,796.94	3,540.19	92,059.87	14	99,391.10
Supplies	32,805.57	(28.42)	(28.42)	3,088.48	29,745.51	9	2,381.10
Services	368,015.94	60.94	60.94	85,543.09	282,411.91	23	31,301.10
Department 344 - Community Events Totals	\$508,218.51	\$11,829.46	\$11,829.46	\$92,171.76	\$404,217.29	20%	\$133,081.10
Department 448 - Service Department							
Personal Services	744,492.00	85,544.29	85,544.29	25,954.18	632,993.53	15	689,831.10
Supplies	25,177.59	841.46	841.46	12,210.27	12,125.86	52	11,231.10
Services	828,753.69	62,295.62	62,295.62	457,543.44	308,914.63	63	410,631.10
Capital Purchases	5,000.00	.00	.00	5,000.00	.00	100	
Department 448 - Service Department Totals	\$1,603,423.28	\$148,681.37	\$148,681.37	\$500,707.89	\$954,034.02	41%	\$1,111,711.10
Department 479 - Building Department							
Personal Services	635,825.00	52,997.10	52,997.10	19,112.97	563,714.93	11	425,481.10
Supplies	11,828.09	389.72	389.72	5,457.90	5,980.47	49	5,361.10
Services	152,084.86	2,503.84	2,503.84	77,573.44	72,007.58	53	95,101.10
Department 479 - Building Department Totals	\$799,737.95	\$55,890.66	\$55,890.66	\$102,144.31	\$641,702.98	20%	\$525,951.10
Department 522 - Mayor							
Personal Services	222,780.00	22,144.32	22,144.32	5,066.68	195,569.00	12	206,011.10



Budget by Classification-January, 2021

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Through 01/31/21
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 522 - Mayor							
Supplies	1,170.00	36.99	36.99	183.01	950.00	19	72
Services	50,621.84	1,514.38	1,514.38	31,384.90	17,722.56	65	5,21
Department 522 - Mayor Totals	\$274,571.84	\$23,695.69	\$23,695.69	\$36,634.59	\$214,241.56	22%	\$211,94
Department 534 - Civil Service Commission							
Personal Services	68,559.00	4,831.58	4,831.58	.00	63,727.42	7	59,96
Supplies	6,267.71	3,186.00	3,186.00	609.86	2,471.85	61	46
Services	37,726.00	.00	.00	22,510.92	15,215.08	60	21,96
Capital Purchases	500.00	.00	.00	.00	500.00	0	
Department 534 - Civil Service Commission Totals	\$113,052.71	\$8,017.58	\$8,017.58	\$23,120.78	\$81,914.35	28%	\$82,39
Department 545 - City Auditor							
Personal Services	375,262.00	32,318.73	32,318.73	3,924.94	339,018.33	10	378,46
Supplies	7,103.15	106.00	106.00	997.15	6,000.00	16	31
Services	115,366.20	1,840.13	1,840.13	87,073.21	26,452.86	77	78,18
Department 545 - City Auditor Totals	\$497,731.35	\$34,264.86	\$34,264.86	\$91,995.30	\$371,471.19	25%	\$456,96
Department 554 - City Attorney							
Personal Services	590,816.00	56,108.22	56,108.22	11,556.61	523,151.17	11	589,19
Supplies	6,030.65	378.78	378.78	1,501.87	4,150.00	31	3,73
Services	118,166.15	2,942.50	2,942.50	36,807.75	78,415.90	34	69,27
Department 554 - City Attorney Totals	\$715,012.80	\$59,429.50	\$59,429.50	\$49,866.23	\$605,717.07	15%	\$662,20
Department 571 - City Council							
Personal Services	196,777.00	16,671.28	16,671.28	1,557.13	178,548.59	9	192,10
Supplies	2,461.95	123.54	123.54	1,238.41	1,100.00	55	1,36
Services	56,950.00	12,338.38	12,338.38	12,506.09	32,105.53	44	17,12
Department 571 - City Council Totals	\$256,188.95	\$29,133.20	\$29,133.20	\$15,301.63	\$211,754.12	17%	\$210,59
Department 580 - Development Department							
Personal Services	331,719.00	34,403.99	34,403.99	8,602.18	288,712.83	13	311,94
Supplies	3,345.77	29.13	29.13	1,484.25	1,832.39	45	74
Services	190,925.26	4,918.99	4,918.99	60,497.35	125,508.92	34	136,93
Department 580 - Development Department Totals	\$525,990.03	\$39,352.11	\$39,352.11	\$70,583.78	\$416,054.14	21%	\$449,62
Department 582 - Human Resources Department							
Personal Services	117,759.00	10,902.00	10,902.00	1,524.63	105,332.37	11	116,78
Supplies	21,665.05	2,757.28	2,757.28	2,807.77	16,100.00	26	16,58



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Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 582 - Human Resources Department							
Services	46,745.00	5,679.98	5,679.98	10,766.10	30,298.92	35	26,655.00
Department 582 - Human Resources Department Totals	\$186,169.05	\$19,339.26	\$19,339.26	\$15,098.50	\$151,731.29	18%	\$160,020.00
Department 584 - Computer Department							
Supplies	13,000.00	.00	.00	13,000.00	.00	100	11,311.00
Services	481,134.32	49,313.56	49,313.56	411,258.76	20,562.00	96	420,231.00
Capital Purchases	189,600.00	.00	.00	151,600.00	38,000.00	80	58,311.00
Department 584 - Computer Department Totals	\$683,734.32	\$49,313.56	\$49,313.56	\$575,858.76	\$58,562.00	91%	\$489,860.00
Department 593 - Clerk of Courts							
Personal Services	296,512.00	31,182.45	31,182.45	7,750.81	257,578.74	13	309,501.00
Supplies	5,463.18	38.48	38.48	3,424.70	2,000.00	63	2,241.00
Services	121,902.31	5,086.33	5,086.33	88,457.31	28,358.67	77	61,101.00
Department 593 - Clerk of Courts Totals	\$423,877.49	\$36,307.26	\$36,307.26	\$99,632.82	\$287,937.41	32%	\$372,850.00
Department 595 - General and Administrative							
Personal Services	535,500.84	1,587.92	1,587.92	267,442.92	266,470.00	50	157,871.00
Supplies	5,168.22	.00	.00	1,668.22	3,500.00	32	3,571.00
Services	791,912.06	44,051.60	44,051.60	159,782.08	588,078.38	26	752,761.00
Capital Purchases	30,000.00	1,064.95	1,064.95	11,935.05	17,000.00	43	12,701.00
Department 595 - General and Administrative Totals	\$1,362,581.12	\$46,704.47	\$46,704.47	\$440,828.27	\$875,048.38	36%	\$926,920.00
Department 810 - Public Health and Welfare							
Services	343,400.00	.00	.00	.00	343,400.00	0	333,251.00
Department 810 - Public Health and Welfare Totals	\$343,400.00	\$0.00	\$0.00	\$0.00	\$343,400.00	0%	\$333,251.00
EXPENSE TOTALS	\$24,267,826.03	\$1,960,513.16	\$1,960,513.16	\$3,042,827.47	\$19,264,485.40	21%	\$17,202,620.00
Fund 110 - General Fund Totals							
REVENUE TOTALS	21,054,298.00	1,495,621.47	1,495,621.47	.00	19,558,676.53	7%	21,652,730.00
EXPENSE TOTALS	24,267,826.03	1,960,513.16	1,960,513.16	3,042,827.47	19,264,485.40	21%	17,202,620.00
Fund 110 - General Fund Net Gain (Loss)	(\$3,213,528.03)	(\$464,891.69)	(\$464,891.69)	(\$3,042,827.47)	(\$294,191.13)	109%	\$4,450,100.00
Fund Type Totals							
REVENUE TOTALS	21,054,298.00	1,495,621.47	1,495,621.47	.00	19,558,676.53	7%	21,652,730.00
EXPENSE TOTALS	24,267,826.03	1,960,513.16	1,960,513.16	3,042,827.47	19,264,485.40	21%	17,202,620.00
Fund Type Net Gain (Loss)	(\$3,213,528.03)	(\$464,891.69)	(\$464,891.69)	(\$3,042,827.47)	(\$294,191.13)	109%	\$4,450,100.00



Budget by Classification-January, 2021

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Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund Totals							
REVENUE TOTALS	21,054,298.00	1,495,621.47	1,495,621.47	.00	19,558,676.53	7%	21,652,734.00
EXPENSE TOTALS	24,267,826.03	1,960,513.16	1,960,513.16	3,042,827.47	19,264,485.40	21%	17,202,621.00
Fund Category General Fund Net Gain (Loss)	(\$3,213,528.03)	(\$464,891.69)	(\$464,891.69)	(\$3,042,827.47)	(\$294,191.13)	109%	\$4,450,108.00

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Budget by Classification-January, 2021

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Through 01/31/21
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 203 - Cares Act (CRF) Franklin Cty							
REVENUE							
Department 000 - General							
Intergovernmental-State	.00	.00	.00	.00	.00	+++	2,792,731
Investment Earnings	.00	.00	.00	.00	.00	+++	1,234
Department 000 - General Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$2,793,971</u>
REVENUE TOTALS	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$2,793,971</u>
EXPENSE							
Department 000 - General							
Transfers/Other	7,701.02	.00	.00	7,701.02	.00	100	2,785,034
Department 000 - General Totals	<u>\$7,701.02</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,701.02</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$2,785,034</u>
EXPENSE TOTALS	<u>\$7,701.02</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,701.02</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$2,785,034</u>
Fund 203 - Cares Act (CRF) Franklin Cty Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	2,793,971
EXPENSE TOTALS	7,701.02	.00	.00	7,701.02	.00	100%	2,785,034
Fund 203 - Cares Act (CRF) Franklin Cty Net Gain (Loss)	<u>(\$7,701.02)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$7,701.02)</u>	<u>\$0.00</u>	<u>100%</u>	<u>\$8,934</u>

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Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 204 - Cares Act (CRF) Licking Cty							
REVENUE							
Department 000 - General							
Intergovernmental-State	.00	.00	.00	.00	.00	+++	381,227
Investment Earnings	.00	.00	.00	.00	.00	+++	41
Department 000 - General Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$381,277
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$381,277
EXPENSE							
Department 000 - General							
Transfers/Other	33,704.74	15,428.88	15,428.88	20,905.76	(2,629.90)	108	344,797
Department 000 - General Totals	\$33,704.74	\$15,428.88	\$15,428.88	\$20,905.76	(\$2,629.90)	108%	\$344,797
EXPENSE TOTALS	\$33,704.74	\$15,428.88	\$15,428.88	\$20,905.76	(\$2,629.90)	108%	\$344,797
Fund 204 - Cares Act (CRF) Licking Cty Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	381,277
EXPENSE TOTALS	33,704.74	15,428.88	15,428.88	20,905.76	(2,629.90)	108%	344,797
Fund 204 - Cares Act (CRF) Licking Cty Net Gain (Loss)	(\$33,704.74)	(\$15,428.88)	(\$15,428.88)	(\$20,905.76)	(\$2,629.90)	108%	\$36,480

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Budget by Classification-January, 2021

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Summary List

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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 205 - Cares Act (CRF) Fairfield Cty							
REVENUE							
Department 000 - General							
Intergovernmental-State	.00	.00	.00	.00	.00	+++	51,530
Investment Earnings	.00	.00	.00	.00	.00	+++	
Department 000 - General Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$51,530</u>
REVENUE TOTALS	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$51,530</u>
EXPENSE							
Department 000 - General							
Transfers/Other	.00	.00	.00	.00	.00	+++	51,530
Department 000 - General Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$51,530</u>
EXPENSE TOTALS	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$51,530</u>
Fund 205 - Cares Act (CRF) Fairfield Cty Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	51,540
EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	51,530
Fund 205 - Cares Act (CRF) Fairfield Cty Net Gain (Loss)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0</u>



Budget by Classification-January, 2021

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Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Special Revenue Funds							
Fund Type							
Fund 220 - Income Tax Fund							
REVENUE							
Department 000 - General							
Municipal Tax	787,500.00	568,813.25	568,813.25	.00	218,686.75	72	589,711.00
Investment Earnings	7,500.00	138.06	138.06	.00	7,361.94	2	10,410.00
Reimbursements	.00	40.17	40.17	.00	(40.17)	+++	8,900.00
Department 000 - General Totals	\$795,000.00	\$568,991.48	\$568,991.48	\$0.00	\$226,008.52	72%	\$609,021.00
REVENUE TOTALS	\$795,000.00	\$568,991.48	\$568,991.48	\$0.00	\$226,008.52	72%	\$609,021.00
EXPENSE							
Department 564 - Income Tax Division							
Personal Services	171,851.00	8,882.18	8,882.18	1,513.39	161,455.43	6	83,490.00
Supplies	2,000.00	.00	.00	750.00	1,250.00	38	10,410.00
Services	92,479.28	439.02	439.02	481.69	91,558.57	1	7,920.00
Transfers/Other	2,410,000.00	68,022.51	68,022.51	500,000.00	1,841,977.49	24	257,110.00
Department 564 - Income Tax Division Totals	\$2,676,330.28	\$77,343.71	\$77,343.71	\$502,745.08	\$2,096,241.49	22%	\$348,640.00
EXPENSE TOTALS	\$2,676,330.28	\$77,343.71	\$77,343.71	\$502,745.08	\$2,096,241.49	22%	\$348,640.00
Fund 220 - Income Tax Fund Totals							
REVENUE TOTALS	795,000.00	568,991.48	568,991.48	.00	226,008.52	72%	609,021.00
EXPENSE TOTALS	2,676,330.28	77,343.71	77,343.71	502,745.08	2,096,241.49	22%	348,640.00
Fund 220 - Income Tax Fund Net Gain (Loss)	(\$1,881,330.28)	\$491,647.77	\$491,647.77	(\$502,745.08)	\$1,870,232.97	1%	\$260,381.00

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Budget by Classification-January, 2021

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Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Special Revenue Funds							
Fund Type							
Fund 260 - Street Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	1,453,000.00	150,522.34	150,522.34	.00	1,302,477.66	10	1,940,510.00
Investment Earnings	17,000.00	.00	.00	.00	17,000.00	0	36,830.00
Other Revenues	.00	.00	.00	.00	.00	+++	1,190.00
Reimbursements	10,000.00	2,277.31	2,277.31	.00	7,722.69	23	79,610.00
Department 000 - General Totals	\$1,480,000.00	\$152,799.65	\$152,799.65	\$0.00	\$1,327,200.35	10%	\$2,058,160.00
REVENUE TOTALS	\$1,480,000.00	\$152,799.65	\$152,799.65	\$0.00	\$1,327,200.35	10%	\$2,058,160.00
EXPENSE							
Department 000 - General							
Capital Purchases	24,803.19	.00	.00	24,803.19	.00	100	660,000.00
Department 000 - General Totals	\$24,803.19	\$0.00	\$0.00	\$24,803.19	\$0.00	100%	\$660,000.00
Department 268 - Street Department							
Personal Services	738,365.00	70,319.65	70,319.65	16,292.23	651,753.12	12	673,820.00
Supplies	343,484.67	16,628.55	16,628.55	144,459.93	182,396.19	47	140,300.00
Services	190,091.99	2,868.20	2,868.20	97,114.80	90,108.99	53	74,450.00
Capital Purchases	196,050.00	146,050.00	146,050.00	.00	50,000.00	74	151,040.00
Department 268 - Street Department Totals	\$1,467,991.66	\$235,866.40	\$235,866.40	\$257,866.96	\$974,258.30	34%	\$1,039,630.00
EXPENSE TOTALS	\$1,492,794.85	\$235,866.40	\$235,866.40	\$282,670.15	\$974,258.30	35%	\$1,699,630.00
Fund 260 - Street Fund Totals							
REVENUE TOTALS	1,480,000.00	152,799.65	152,799.65	.00	1,327,200.35	10%	2,058,160.00
EXPENSE TOTALS	1,492,794.85	235,866.40	235,866.40	282,670.15	974,258.30	35%	1,699,630.00
Fund 260 - Street Fund Net Gain (Loss)	(\$12,794.85)	(\$83,066.75)	(\$83,066.75)	(\$282,670.15)	(\$352,942.05)	2,858%	\$358,520.00

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Budget by Classification-January, 2021

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Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Special Revenue Funds							
Fund Type							
Fund 270 - State Highway Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	116,000.00	12,204.52	12,204.52	.00	103,795.48	11	157,339
Investment Earnings	1,000.00	.00	.00	.00	1,000.00	0	4,150
Department 000 - General Totals	\$117,000.00	\$12,204.52	\$12,204.52	\$0.00	\$104,795.48	10%	\$161,490
REVENUE TOTALS	\$117,000.00	\$12,204.52	\$12,204.52	\$0.00	\$104,795.48	10%	\$161,490
EXPENSE							
Department 268 - Street Department							
Supplies	70,000.00	.00	.00	46,000.00	24,000.00	66	63,133
Services	32,733.40	604.58	604.58	30,691.37	1,437.45	96	5,700
Department 268 - Street Department Totals	\$102,733.40	\$604.58	\$604.58	\$76,691.37	\$25,437.45	75%	\$68,833
EXPENSE TOTALS	\$102,733.40	\$604.58	\$604.58	\$76,691.37	\$25,437.45	75%	\$68,833
Fund 270 - State Highway Fund Totals							
REVENUE TOTALS	117,000.00	12,204.52	12,204.52	.00	104,795.48	10%	161,490
EXPENSE TOTALS	102,733.40	604.58	604.58	76,691.37	25,437.45	75%	68,833
Fund 270 - State Highway Fund Net Gain (Loss)	\$14,266.60	\$11,599.94	\$11,599.94	(\$76,691.37)	(\$79,358.03)	(456%)	\$92,657
Fund Type Totals							
REVENUE TOTALS	2,392,000.00	733,995.65	733,995.65	.00	1,658,004.35	31%	6,055,474
EXPENSE TOTALS	4,313,264.29	329,243.57	329,243.57	890,713.38	3,093,307.34	28%	5,298,480
Fund Type Net Gain (Loss)	(\$1,921,264.29)	\$404,752.08	\$404,752.08	(\$890,713.38)	\$1,435,302.99	25%	\$756,994
Fund Category Special Revenue Funds Totals							
REVENUE TOTALS	2,392,000.00	733,995.65	733,995.65	.00	1,658,004.35	31%	6,055,474
EXPENSE TOTALS	4,313,264.29	329,243.57	329,243.57	890,713.38	3,093,307.34	28%	5,298,480
Fund Category Special Revenue Funds Net Gain (Loss)	(\$1,921,264.29)	\$404,752.08	\$404,752.08	(\$890,713.38)	\$1,435,302.99	25%	\$756,994



Budget by Classification-January, 2021

9.b.1.b

Through 01/31/21
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 710 - Water Fund							
REVENUE							
Department 000 - General							
Utility Charges	780,000.00	64,634.10	64,634.10	.00	715,365.90	8	778,161.00
Other Revenues	.00	.00	.00	.00	.00	+++	1,350.00
Reimbursements	.00	350.00	350.00	.00	(350.00)	+++	
Department 000 - General Totals	\$780,000.00	\$64,984.10	\$64,984.10	\$0.00	\$715,015.90	8%	\$779,521.00
Department 735 - Water Division							
Utility Charges	6,742,300.00	567,151.11	567,151.11	.00	6,175,148.89	8	6,855,000.00
Other Revenues	68,400.00	43,977.83	43,977.83	.00	24,422.17	64	91,321.00
Reimbursements	9,300.00	120.50	120.50	.00	9,179.50	1	38,271.00
Department 735 - Water Division Totals	\$6,820,000.00	\$611,249.44	\$611,249.44	\$0.00	\$6,208,750.56	9%	\$6,984,601.00
REVENUE TOTALS	\$7,600,000.00	\$676,233.54	\$676,233.54	\$0.00	\$6,923,766.46	9%	\$7,764,122.00
EXPENSE							
Department 000 - General							
Capital Purchases	458,130.01	8,456.90	8,456.90	449,673.11	.00	100	322,471.00
Department 000 - General Totals	\$458,130.01	\$8,456.90	\$8,456.90	\$449,673.11	\$0.00	100%	\$322,471.00
Department 735 - Water Division							
Personal Services	504,797.00	52,392.90	52,392.90	19,971.48	432,432.62	14	459,231.00
Supplies	209,186.02	22,404.34	22,404.34	71,666.27	115,115.41	45	100,541.00
Services	6,152,023.02	451,372.85	451,372.85	1,672,357.10	4,028,293.07	35	5,663,161.00
Capital Purchases	494,452.50	.00	.00	93,451.50	401,001.00	19	134,061.00
Department 735 - Water Division Totals	\$7,360,458.54	\$526,170.09	\$526,170.09	\$1,857,446.35	\$4,976,842.10	32%	\$6,357,011.00
Department 991 - Debt Service							
Debt Service	366,235.00	.00	.00	.00	366,235.00	0	364,681.00
Department 991 - Debt Service Totals	\$366,235.00	\$0.00	\$0.00	\$0.00	\$366,235.00	0%	\$364,681.00
EXPENSE TOTALS	\$8,184,823.55	\$534,626.99	\$534,626.99	\$2,307,119.46	\$5,343,077.10	35%	\$7,044,171.00
Fund 710 - Water Fund Totals							
REVENUE TOTALS	7,600,000.00	676,233.54	676,233.54	.00	6,923,766.46	9%	7,764,122.00
EXPENSE TOTALS	8,184,823.55	534,626.99	534,626.99	2,307,119.46	5,343,077.10	35%	7,044,171.00
Fund 710 - Water Fund Net Gain (Loss)	(\$584,823.55)	\$141,606.55	\$141,606.55	(\$2,307,119.46)	(\$1,580,689.36)	370%	\$719,951.00



Budget by Classification-January, 2021

9.b.1.b

Through 01/31/21
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 720 - Wastewater/Sewer Fund							
REVENUE							
Department 000 - General							
Utility Charges	380,000.00	31,556.06	31,556.06	.00	348,443.94	8	383,281.00
Department 000 - General Totals	\$380,000.00	\$31,556.06	\$31,556.06	\$0.00	\$348,443.94	8%	\$383,281.00
Department 736 - Wastewater Division							
Utility Charges	6,215,000.00	536,135.87	536,135.87	.00	5,678,864.13	9	6,568,801.00
Other Revenues	.00	25.00	25.00	.00	(25.00)	+++	221.00
Reimbursements	5,000.00	120.50	120.50	.00	4,879.50	2	41,851.00
Department 736 - Wastewater Division Totals	\$6,220,000.00	\$536,281.37	\$536,281.37	\$0.00	\$5,683,718.63	9%	\$6,610,881.00
REVENUE TOTALS	\$6,600,000.00	\$567,837.43	\$567,837.43	\$0.00	\$6,032,162.57	9%	\$6,994,161.00
EXPENSE							
Department 000 - General							
Capital Purchases	520,341.23	.00	.00	520,341.23	.00	100	54,961.00
Department 000 - General Totals	\$520,341.23	\$0.00	\$0.00	\$520,341.23	\$0.00	100%	\$54,961.00
Department 736 - Wastewater Division							
Personal Services	555,803.00	63,318.33	63,318.33	18,273.04	474,211.63	15	536,821.00
Supplies	110,115.71	1,856.96	1,856.96	31,652.93	76,605.82	30	46,891.00
Services	6,398,753.85	701,963.84	701,963.84	1,615,464.97	4,081,325.04	36	5,658,591.00
Capital Purchases	494,452.50	.00	.00	93,451.50	401,001.00	19	134,061.00
Department 736 - Wastewater Division Totals	\$7,559,125.06	\$767,139.13	\$767,139.13	\$1,758,842.44	\$5,033,143.49	33%	\$6,376,381.00
Department 991 - Debt Service							
Debt Service	40,020.00	.00	.00	.00	40,020.00	0	39,941.00
Department 991 - Debt Service Totals	\$40,020.00	\$0.00	\$0.00	\$0.00	\$40,020.00	0%	\$39,941.00
EXPENSE TOTALS	\$8,119,486.29	\$767,139.13	\$767,139.13	\$2,279,183.67	\$5,073,163.49	38%	\$6,471,281.00
Fund 720 - Wastewater/Sewer Fund Totals							
REVENUE TOTALS	6,600,000.00	567,837.43	567,837.43	.00	6,032,162.57	9%	6,994,161.00
EXPENSE TOTALS	8,119,486.29	767,139.13	767,139.13	2,279,183.67	5,073,163.49	38%	6,471,281.00
Fund 720 - Wastewater/Sewer Fund Net Gain (Loss)	(\$1,519,486.29)	(\$199,301.70)	(\$199,301.70)	(\$2,279,183.67)	(\$958,999.08)	163%	\$522,881.00

Attachment: Budget by Classification-January, 2021 03 10 2021 9 59 45 AM Joni Crawford 461052W0



Budget by Classification-January, 2021

9.b.1.b

Through 01/31/21
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 740 - Storm Water Drainage Fund							
REVENUE							
Department 737 - Storm Water Division							
Utility Charges	1,900,000.00	159,156.99	159,156.99	.00	1,740,843.01	8	1,990,570.00
Reimbursements	.00	80.32	80.32	.00	(80.32)	+++	27,210.00
Department 737 - Storm Water Division Totals	\$1,900,000.00	\$159,237.31	\$159,237.31	\$0.00	\$1,740,762.69	8%	\$2,017,780.00
REVENUE TOTALS	\$1,900,000.00	\$159,237.31	\$159,237.31	\$0.00	\$1,740,762.69	8%	\$2,017,780.00
EXPENSE							
Department 000 - General							
Capital Purchases	379,774.85	.00	.00	372,095.18	7,679.67	98	402,190.00
Department 000 - General Totals	\$379,774.85	\$0.00	\$0.00	\$372,095.18	\$7,679.67	98%	\$402,190.00
Department 737 - Storm Water Division							
Personal Services	327,617.00	34,573.74	34,573.74	8,963.57	284,079.69	13	308,500.00
Supplies	63,047.92	2,951.05	2,951.05	17,996.87	42,100.00	33	40,790.00
Services	1,144,380.87	67,373.52	67,373.52	843,472.92	233,534.43	80	905,110.00
Capital Purchases	.00	.00	.00	.00	.00	+++	28,900.00
Department 737 - Storm Water Division Totals	\$1,535,045.79	\$104,898.31	\$104,898.31	\$870,433.36	\$559,714.12	64%	\$1,283,310.00
Department 991 - Debt Service							
Debt Service	125,595.00	.00	.00	.00	125,595.00	0	122,960.00
Department 991 - Debt Service Totals	\$125,595.00	\$0.00	\$0.00	\$0.00	\$125,595.00	0%	\$122,960.00
EXPENSE TOTALS	\$2,040,415.64	\$104,898.31	\$104,898.31	\$1,242,528.54	\$692,988.79	66%	\$1,808,480.00
Fund 740 - Storm Water Drainage Fund Totals							
REVENUE TOTALS	1,900,000.00	159,237.31	159,237.31	.00	1,740,762.69	8%	2,017,780.00
EXPENSE TOTALS	2,040,415.64	104,898.31	104,898.31	1,242,528.54	692,988.79	66%	1,808,480.00
Fund 740 - Storm Water Drainage Fund Net Gain (Loss)	(\$140,415.64)	\$54,339.00	\$54,339.00	(\$1,242,528.54)	(\$1,047,773.90)	846%	\$209,300.00

Attachment: Budget by Classification-January, 2021 03 10 2021 9 59 45 AM Joni Crawford 461052W0



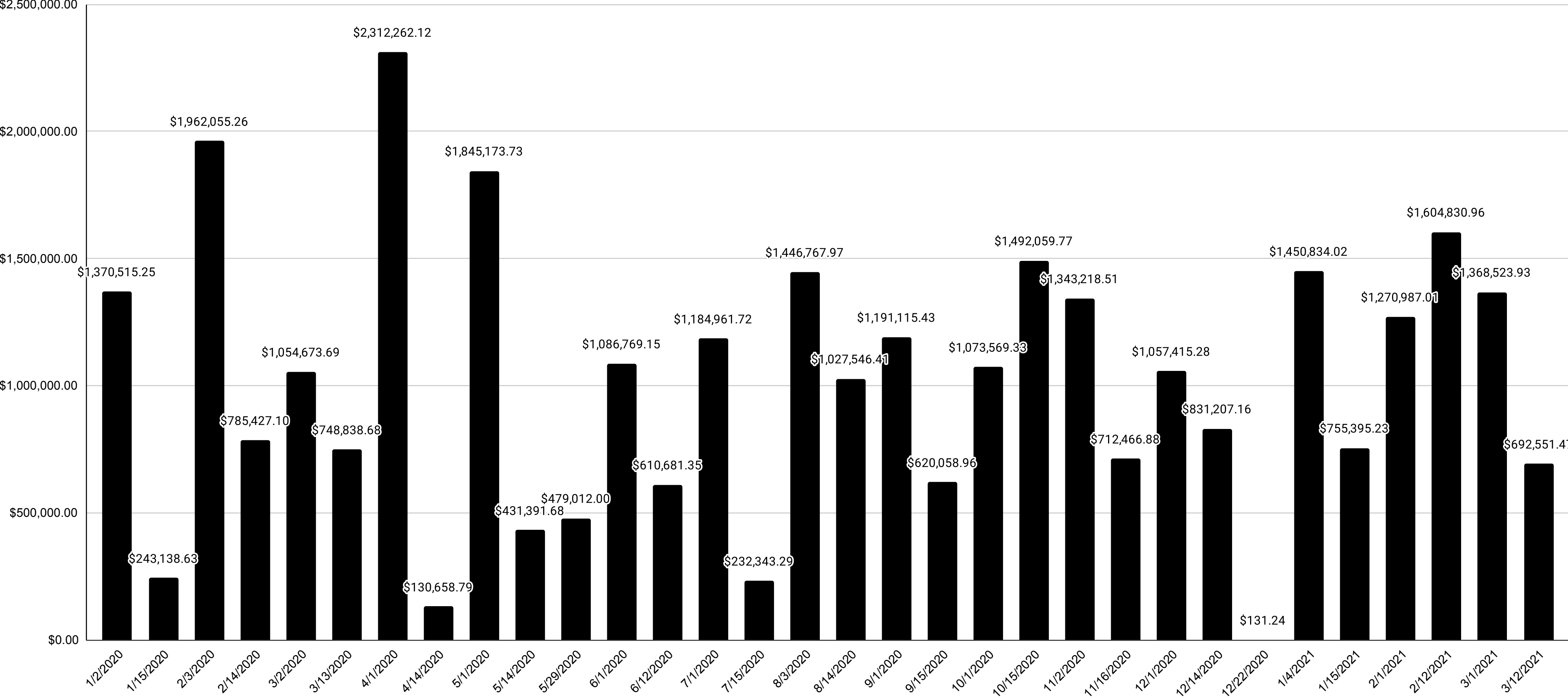
Budget by Classification-January, 2021

9.b.1.b

Through 01/31/21
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 750 - Solid Waste Fund							
REVENUE							
Department 738 - Refuse Collection							
Utility Charges	2,200,000.00	196,124.97	196,124.97	.00	2,003,875.03	9	2,165,577.00
Department 738 - Refuse Collection Totals	\$2,200,000.00	\$196,124.97	\$196,124.97	\$0.00	\$2,003,875.03	9%	\$2,165,577.00
REVENUE TOTALS	\$2,200,000.00	\$196,124.97	\$196,124.97	\$0.00	\$2,003,875.03	9%	\$2,165,577.00
EXPENSE							
Department 738 - Refuse Collection							
Supplies	3,500.00	229.48	229.48	3,270.52	.00	100	1,234.56
Services	2,966,694.62	181,934.54	181,934.54	779,657.36	2,005,102.72	32	2,268,441.23
Department 738 - Refuse Collection Totals	\$2,970,194.62	\$182,164.02	\$182,164.02	\$782,927.88	\$2,005,102.72	32%	\$2,269,681.79
EXPENSE TOTALS	\$2,970,194.62	\$182,164.02	\$182,164.02	\$782,927.88	\$2,005,102.72	32%	\$2,269,681.79
Fund 750 - Solid Waste Fund Totals							
REVENUE TOTALS	2,200,000.00	196,124.97	196,124.97	.00	2,003,875.03	9%	2,165,577.00
EXPENSE TOTALS	2,970,194.62	182,164.02	182,164.02	782,927.88	2,005,102.72	32%	2,269,681.79
Fund 750 - Solid Waste Fund Net Gain (Loss)	(\$770,194.62)	\$13,960.95	\$13,960.95	(\$782,927.88)	\$1,227.69	100%	(\$104,108.79)
Fund Type Totals							
REVENUE TOTALS	18,300,000.00	1,599,433.25	1,599,433.25	.00	16,700,566.75	9%	18,941,657.00
EXPENSE TOTALS	21,314,920.10	1,588,828.45	1,588,828.45	6,611,759.55	13,114,332.10	38%	17,593,621.23
Fund Type Net Gain (Loss)	(\$3,014,920.10)	\$10,604.80	\$10,604.80	(\$6,611,759.55)	(\$3,586,234.65)	219%	\$1,348,035.77
Fund Category Enterprise Funds Totals							
REVENUE TOTALS	18,300,000.00	1,599,433.25	1,599,433.25	.00	16,700,566.75	9%	18,941,657.00
EXPENSE TOTALS	21,314,920.10	1,588,828.45	1,588,828.45	6,611,759.55	13,114,332.10	38%	17,593,621.23
Fund Category Enterprise Funds Net Gain (Loss)	(\$3,014,920.10)	\$10,604.80	\$10,604.80	(\$6,611,759.55)	(\$3,586,234.65)	219%	\$1,348,035.77
Grand Totals							
REVENUE TOTALS	41,746,298.00	3,829,050.37	3,829,050.37	.00	37,917,247.63	9%	46,649,861.00
EXPENSE TOTALS	49,896,010.42	3,878,585.18	3,878,585.18	10,545,300.40	35,472,124.84	29%	40,094,731.23
Grand Total Net Gain (Loss)	(\$8,149,712.42)	(\$49,534.81)	(\$49,534.81)	(\$10,545,300.40)	(\$2,445,122.79)	130%	\$6,555,129.77

Attachment: Budget by Classification-January, 2021 03 10 2021 9 59 45 AM Joni Crawford 461052W0



Attachment: 03162021chart (Auditor's Reports January, 2021)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo****DATE: March 22, 2021****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING FEBRUARY 2021**

I am submitting monies collected from the courts held on, 2/4, 2/11, 2/18, and 2/25/21. 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)	\$ 3,910.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 7,772.00
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Sub-Total (To General Revenue Fund)		\$ 11,682.00
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Computerization Needs Fund	(#211.4510)	\$ 890.00
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Enforcement & Education Fund	(#293.4616)	\$ 50.00
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Sub-Total		\$ 940.00
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Total Amount Submitted		\$ 12,622.00
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Parks & Recreation Dept.**Chris Skidmore****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6878 Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Development, Parks and Recreation Committee**

RE: Amend Chapter 971--Municipal Parks

Approval:

Completed Joe Begeny	Pending Chris Shook	Stephen Cicak
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**AN ORDINANCE TO AMEND, REMOVE, AND ADD SECTIONS OF CHAPTER 971
MUNICIPAL PARKS THE CODE OF ORDINANCES FOR THE CITY OF
REYNOLDSBURG, OHIO**

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

SECTION 1. That various sections of Chapter 971 Municipal Parks; be and is hereby amended, removed and added to read as set forth in Exhibit A attached hereto and incorporated herein.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

CHAPTER 971

Municipal Parks

971.01 Definitions

971.03 Park hours

~~971.05 Use of ball field lights~~

971.07 Scheduled events and activities

971.08 Program and facility fees and charges (Repealed)

971.09 Vehicles

971.11 Protection of natural and ecological environment

971.13 Animals

971.15 Personal conduct

971.16 Intoxicating liquor/controlled substances, harmful intoxicants

971.17 Power models and toy engine units

971.19 Firearms and weapons

971.21 Camping

971.23 Fires

971.25 Commercial activities

971.27 Erecting and attaching signs

971.29 Water activities

971.30 Littering

971.31 Fireworks and explosives

971.32 Pollution of Water

971.33 Prohibited activities

971.35 Employee exemptions

971.37 Ejection from the park

971.38 Approval by Council; Director's powers

971.99 Penalty

CROSS REFERENCES

Land appropriation for parks - see Ohio R. C. 715.21, 719.01

Parks and playgrounds - see Ohio R. C. Ch. 755

Power to regulate vehicle speed in parks - see Ohio R. C. 4511.07(E)

Parks and Recreation Board - see ADM. Ch. 159

Parks and Recreation Trust Fund - see ADM. 159.01

971.01 DEFINITIONS.

Whenever used in this chapter, the meaning of the following words and terms shall be as follows:

"Department" shall mean the City of Reynoldsburg, Parks and Recreation Department.

"Director" shall mean the Director of the Parks and Recreation Department.

"Park" shall mean any land or water area owned, leased or otherwise controlled by the Department.

"Commission" shall mean the Parks and Recreation Commission.

"Parks and recreation department" shall mean the City of Reynoldsburg, Parks and Recreation Department.

"Peace officer" shall mean a City of Reynoldsburg employee qualified to enforce the rules and regulations of the Department pursuant to Section 1545.13 Ohio Revised Code, and every other law enforcement officer of the City of Reynoldsburg, State of Ohio or of any political subdivision thereof, including, but not limited to, State Highway Patrolmen, Sheriffs, Deputy Sheriffs, Constables and Division of Wildlife Officers.

"Person" shall mean any individual, company, partnership, corporation, or association, or combination of individuals, or any employee, agent or officer thereof.

"Park waters" shall mean any lake, pond, stream, channel or other body of water, or any part thereof, whether natural or artificial, located in a park.

"Fish or fishing" shall mean taking or attempting to take fish by any method, and all other acts as placing, setting, drawing or using any device commonly used to take fish whether resulting in such taking or not.

"Animal or animals" shall mean quadrupeds, birds, fish, reptiles, amphibians and insects.

"Motor vehicle" shall mean any vehicle propelled or drawn by power other than muscular power.

"Vehicle" shall mean everything on wheels.

"Watercraft" shall mean any vessel designed for navigation on water, including, but not limited to any rowboat, sailboat or motorboat.

"Motorboat" shall mean any watercraft propelled by any mechanical device, electric motor, or internal combustion engine.

(Ord. 37-03. Passed 5-27-03.)

971.03 PARK HOURS.

~~All City parks shall be open to the public from 6:00 AM-9:30 PM except for publicly lighted areas shall be closed to the public between 11:00 p.m. and 5:00 a.m. the following morning, unless prior permission to use or occupy a park during such hours has been obtained from the..~~

(Ord. 37-03. Passed 5-27-03.)

~~971.05 USE OF BALL FIELD LIGHTS.~~

~~Lights which illuminate a ball field in any City park shall not be used between 10:30 p.m. and sunrise the following morning, unless permission for extended use is given by the Mayor.~~

~~(Ord. 37-03. Passed 5-27-03.)~~

971.07 SCHEDULED EVENTS AND ACTIVITIES.

(a) No person shall schedule a public event in a park without written authorization of the Director.

(b) Parks and Recreation Department events and programs have priority over any other.

(c) Events and activities that are not scheduled in advance with the Parks and Recreation Department are subject to cancellation by the Department.

(d) Exclusive use of some parks or recreational facilities may require payment of a fee and proof of insurance.

(e) An organization utilizing a park or recreational facility for a reserved or scheduled function shall, as a condition of the reservation and scheduling, be responsible for providing adequate control and supervision over members and guests utilizing the parks or recreation facility. Organizations scheduling and reserving recreational facilities are thereby also insuring that the park or recreational facility used is not damaged by the use of their members and guests at the function. Upon notice and hearing before the Mayor or Hearing Officer designated by him/her, if it is determined that, by the exercise of adequate control and supervision, the organization could have prevented the violation or damage or substantially decreased the likelihood of same occurring, the Mayor or Hearing Officer may thereafter refuse to schedule or reserve a park or recreational facility for the organization for a maximum period of 18 months.

(f) Actual games will have scheduling priority over practice sessions and scrimmages.

(g) All organizations and teams are required to submit complete rosters of all participants with name, address and phone number. Failure to do so will result in not being put on the schedule. ~~Priority in scheduling will always be given to teams with a majority of its members and coaches living in the Reynoldsburg City School District.~~

(h) The Parks and Recreation Department will make its best effort to get organizations scheduled into a slot that will work for them.

(i) The Department will ~~mow the turf associated with the rental (i.e. outfield, soccer field, etc.) and drag the infield of a baseball/softball diamond provide all preparation and maintenance as are typical for the use of~~ the field unless otherwise agreed upon. Additional work may require additional payment by the user.

(j) The organization must provide the Department with their request for field usage. The request will include the following:

- (1) Name of the organization/team.
- (2) Contact person(s) with home address and phone number.
- (3) Complete roster with verifiable addresses and phone numbers for each member of the organization/team.
- (4) Field(s) requested and the park that fields are located in if known.
- (5) Days and times requested.

(k) The organization/team will be required to sign a field use agreement outlining the responsibilities of the organization/team and the Department.

(l) No user fee is charged for the following:

- (1) Any City of Reynoldsburg sponsored function.
- (2) Scheduled functions of the Reynoldsburg City Schools.
- (3) ~~Reynoldsburg sports organizations utilizing the fields for Reynoldsburg teams including but not limited to: RSA, RYF.~~

~~—(4) To be considered a Reynoldsburg team or organization it must have no less than 75% of the active roster participants living within the Reynoldsburg City School District and have 501(c)(3) status.~~

~~—(m) \$25 fee per field per day for the Fourth of July weekend Firecracker Softball Tournament.~~

~~—(n) \$70 fee per field per day for the following:~~

~~—(1) Appropriate tournaments for the purpose of raising money for an individual Reynoldsburg team.~~

~~—(2) Appropriate camps sponsored by a non-profit agency targeting only Reynoldsburg kids.~~

~~—(3) Leagues or tournaments operated by a local company for its employees who are paying the 1.5% City of Reynoldsburg income tax.~~

(4) A minimum of ~~\$500,000~~ \$1,000,000 liability insurance is required for any event in this category. Named as additional insured on the certificate will be the City of Reynoldsburg, its agents, officers, employees and volunteers. This certificate must be provided to the City of Reynoldsburg for review no less than 30 days prior to the event.

~~(o) \$100 fee per field per day for the following:~~

~~(1) Non Reynoldsburg teams or organizations.~~

~~—(2) Appropriate camps sponsored by a for-profit company targeting only Reynoldsburg kids.~~

~~—(3) Any commercial programs running camps or tournaments for profit and open to anyone.~~

~~—(4) Private companies or organizations or individuals from outside the City of Reynoldsburg utilizing fields for the exclusive use of themselves, their employees or others related to the company.~~

~~(5) A minimum of \$500,000 liability insurance is required for any event in this category. Named as additional insured on the certificate will be the City of Reynoldsburg, its agents, officers, employees and volunteers. This certificate must be provided to the City of Reynoldsburg for review no less than 30 days prior to the event.~~

~~(p) Use of lighted fields will have an additional daily charge of \$40 for the first field and \$20 for each additional field used at the same time. Lights will be turned off no later than 10:30 p.m.~~

~~{q 5} Additional fees may be levied for extra work including but not limited to: any concession operations, drying of fields using staff and materials, or repairing excessive damage to the facility caused by the use of the organization.~~

(Ord. 37-03. Passed 5-27-03; Ord. 50-04. Passed 5-10-04.)

971.08 PROGRAM AND FACILITY FEES AND CHARGES. (REPEALED)

(EDITOR'S NOTE: Section 971.08 was repealed by Ordinance No. 30- 13, passed May 28, 2013.)

971.09 VEHICLES.

- (a) Driving in permitted areas. No person shall operate a vehicle except on and within the ~~paths and~~ roads provided for such vehicles.
- (b) Barricades. No person in a park shall drive around, cause to be moved, or damage any barricade or barrier so placed to temporarily or permanently close a road to traffic.
- (c) Speed. No person in a park shall operate a motor vehicle at a speed greater than 15 miles per hour in a park or recreational facility.
- (d) Parking. No person shall park any vehicle except in places designated for this purpose. **All vehicles must park as directed.**
- (e) After hours parking. No person shall leave a vehicle in a park during the hours when a park is closed.
- (f) One-way roads. No person in a park shall drive a vehicle on a road or path in the direction other than that indicated by the traffic signs.
- (g) Trucks. No person in a park shall drive a truck, tractor, or other vehicle, which is at that time used for transportation of goods or material, without a permit from the Director.
- (h) Load limits. No person shall operate, move, park, or locate a vehicle, or combination of vehicles, having a gross load capacity in excess of three-fourths of a ton in a park or recreational facility unless the prior approval of the Department of Parks and Recreation is obtained.
- (i) Safety. No person shall drive or propel any vehicle along or over any park road in a reckless manner without due regard for the safety of pedestrians and drivers and all other occupants of any vehicle.
- (j) Impounding vehicles. Vehicles in parks in violation of these Rules and Regulations shall be removed or caused to be removed by peace officers to a location, in or outside of the park where the same may be kept until owners, or their authorized representative, obtain an order from the Director or his/her agents releasing such vehicles to the owners thereof, or their authorized representatives.
- (k) No person in a park shall intentionally accelerate a motor vehicle causing the rubber to mark park roadway surfaces.
- (l) No person shall park any motor vehicle or other means of conveyance, walk, or trespass upon any area during the hours when a park is closed except by a permit from the Director.
- (m) No person who is not handicapped or operating a motor vehicle to transport a handicapped person shall stop, stand, or park any motor vehicle at specifically designated locations provided for the handicapped.
- (n) No person shall drive or propel any vehicle along or over any park road without complying with all traffic signs and posted regulations.
- (o) No person shall operate any motorized vehicle along any path, walking path, bikeway or skate park without authorization of the Director.
- (p) No person, except in an emergency, shall repair a vehicle in any park.
- (q) No person shall change oil, wash, wax, polish or otherwise clean any vehicle, in any park.

- (r) No person shall operate a snowmobile upon or over any area administered by the department except in those areas so designated.
- (s) **No person shall operate any vehicle upon the frozen surface of any waterway.**

(Ord. 37-03. Passed 5-27-03.)

971.11 PROTECTION OF NATURAL & ECOLOGICAL ENVIRONMENT.

- (a) No person shall injure, deface, disturb, or damage in any manner any part of the park property or part thereof, which is owned, leased, or otherwise controlled by the Parks and Recreation Department; nor shall any trees, shrubs, wildflowers or other plants, animals, fossils or minerals be removed, injured or destroyed.
- (b) Special exceptions to the above may be permitted for the purposes of scientific research, if approved guidelines are followed and collecting of natural minerals, **plants and animals** is authorized by written permit of the Director.
- (c) Exceptions to the above could also be made for removal of non-native (alien or exotic) species and **trees that present a clear and unacceptable risk as determined by the department** personnel and for general accepted land management practices.
- (d) No person shall install or plant any materials except with a permit from the Director.
- (e) No person shall climb or rappel any rock escarpment or other natural features.
- (f) **No invasive species to be planted as per federal and state guidelines.**

(Ord. 37-03. Passed 5-27-03.)

971.13 ANIMALS.

- (a) No person in the confines of the park shall hunt, pursue with dogs, trap, molest, harm harass, injure or disturb wild animals or take wild birds or animals, or therein rob or molest any bird nest or take the eggs of any bird found in the confines of the park.
- (b) Special exceptions to trapping of wild animals may be permitted for the purposes of scientific research, if approved guidelines are followed; including use of humane live trapping methods and release of the animals, and the trapping is authorized by written permit of the Director.
- (c) Trapping and removal of non-native or nuisance animals to preserve native wildlife, habitats or the safety of park visitors may be accomplished by park personnel **or individual(s) designated by the Parks and Recreation Director**.
- (d) No person in a park shall fish in park waters in violation of any sign or signs prohibiting fishing.
- (e) No person in a park shall hunt fish with a crossbow.
- (f) **Unless otherwise permitted by State law, no person shall use or possess a firearm or crossbow on the premises of any park owned by the City of Reynoldsburg, except a peace officer or person authorized by the Division of Police of Reynoldsburg. ~~No person in a park shall have in his/her possession or shoot a crossbow or firearm except a peace officer or persons authorized by the Division of Police of Reynoldsburg.~~**

(g) No person in a park shall ride a horse, mule, donkey, cattle, or other animal, in the park without the specific written permission of the Director.

(h) No person shall bring into, have, or keep in the park, any animal destructive of wildlife, nor shall any person bring into or permit within the park a domestic dog or domestic cat unless such is under constant control and supervision and held on a leash no longer than six feet in length.

(i) No person shall fail to remove feces of animals they own which have defecated in a park or recreational facility.

(j) This section does not assure admittance of park visitors with their pets to such locations and at such times as may conflict with the Board of Health requirements or preservation of public safety and order within the park.

(k) No person being the owner or having charge of a dog, cat or other animal shall permit the dog, cat or other animal to be present in areas designated or posted as play areas or playgrounds within a park or recreational facility.

(l) The City of Reynoldsburg shall have the right to impound or destroy a feral or diseased animal.

(m) The Parks and Recreation Department may house non-domesticated animals on park grounds as an exception to the provisions of Chapter 505 of the Codified Ordinances of the City of Reynoldsburg so long as such animals are secured to ensure they are not able to traverse by ground or air at large.

(Ord. 37-03. Passed 5-27-03.)

971.15 PERSONAL CONDUCT.

(a) No person in or adjacent to a park shall conduct himself/herself by word or by act, in a riotous, disorderly, boisterous, threatening or other manner so as to disturb the peace and good order of the park.

(b) No person shall use any sound amplification device audible more than 20 feet from the device without specific written permission from the Director. No speaker, amplifiers, or similar equipment shall be displayed outside of a vehicle.

(c) No person shall remain within the park that does not abide by conditions adopted ~~and posted~~ by the Department for the preservation of good order and the protection of property within the park; and no person shall remain within the park who does not abide by the instructions of a duly authorized peace officer or Department staff member in the lawful performance of their duties. Any person directed by a peace officer or Department staff member shall do so promptly and peaceably.

(d) No person shall obstruct, resist, or engage in disorderly conduct toward a peace officer or Reynoldsburg Parks and Recreation Department staff member in and during the lawful performance of his/her duties.

(e) No person in the park shall willfully assault or commit bodily injury upon another or engage in or abet or aid in any fight, quarrel, or other disturbance.

(f) No person or groups of persons shall assemble in or adjacent to a park for any unlawful purpose or riotous assemblance or with intent to annoy, harass, or inflict

property damage or bodily injury upon another person or persons or inflict damage to a park.

(g) No person in a park shall solicit or attempt to solicit another to engage in an act of sex perversion or solicit or request another to commit, perform or engage in any lewd, lascivious, obscene, or indecent act or behavior.

(h) No person with the intent to do so shall willfully interfere with, disrupt, or prevent the conduct of any recreational program event or activity conducted by or having been scheduled through the Department at a park or recreational facility.

(i) No person shall enter restrooms designated for the opposite sex unless necessary for maintenance, service or safety reasons.

(j) No person shall use any form of tobacco or electronic nicotine delivery systems in City-owned parks or outdoor facilities used or operated by the Parks and Recreation Department. Tobacco and nicotine free zones shall be established by placing appropriate signage as determined by the Director or his/her designee.

(k) No person, without permission, shall enter a clearly marked work zone of tree removal or maintenance.

(l) No person, without permission, shall enter a clearly marked work zone where pesticides or herbicides are being applied or during a time period following the application of pesticides or herbicides necessary to ensure the safety of the public.

(Ord. 37-03. Passed 5-27-03; Ord. 146-17. Passed 12-11-17.)

971.16 INTOXICATING LIQUOR/CONTROLLED SUBSTANCES, HARMFUL INTOXICANTS.

(A) No person shall knowingly possess with the purpose to consume any liquor or beer, as defined in Ohio R.C. Chapter 4301, while being in or upon any park.

(B) For the purposes of subsection (A) of this section, any person found in or upon any park and in possession of any liquor or beer is presumed to knowingly possess the liquor or beer with the purpose to consume such.

(C) Subsection (A) of this section shall not apply to the following locations:

(1) The following parks: Civic Park, Huber Park, JFK Park, Livingston House, Pine Quarry Park, when the possession, sale and/or consumption of liquor or beer is permitted by written authorization from the director of the recreation and parks department.

(2) Certain enclosed, public rental shelter houses and/or facilities when the possession, sale and/or consumption of liquor or beer is permitted by written authorization from the director of the recreation and parks department.

(D) The possession, sale and/or consumption of liquor or beer, when permitted by subsection (C), shall be in compliance with all applicable laws pertaining thereto and with any recreation and parks department administrative rules. Failure to comply with any laws or administrative rules shall be sufficient grounds for immediate revocation of permit.

(E) No person shall, without the written authorization provided by subsection (C), sell or offer for sale any intoxicating liquor or alcoholic beverage upon the grounds of any park owned and operated by the City.

~~(a) No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage.~~

~~(bF)~~ No person in a park shall be intoxicated or under the influence of any intoxicating liquor or alcoholic beverage.

~~(e G) Except as permitted by the Director of the Parks and Recreation Department under this Section, no person in a park shall consume, possess or display the presence of any alcoholic beverage in any park owned by the City of Reynoldsburg. No person in a park shall consume, possess or display the presence of any alcoholic beverage in a park.~~

~~(d H)~~ No person in a park shall unlawfully sell, or offer for sale or posses any type of narcotic drug, opiate, or hallucinogen, or any equipment for administering such drugs, opiates or hallucinogens or any dangerous drugs or controlled substances.

(Ord. 37-03. Passed 5-27-03.)

971.17 POWER MODELS, TOY ENGINE UNITS **AND DRONES.**

(A) No person in or adjacent to a park shall operate any engine powered model or toy airplane or solid fuel rocket, without the written authorization of the Director. Such Director has the discretion of determining whether or not authorization should be given based on the other activities in the area and whether or not the operator has the necessary licensing.

(B) No written authorization shall be given for recreational drone activity in, on, or in the air space above a park owned and operated by the City of Reynoldsburg if such drone is required to be registered with the Federal Aviation Administration under the FAA Reauthorization Act of 2018 (or as may be periodically amended)

(1) If an owner or operator of a recreational drone obtains written authorization as provided in Subsection (A), such owner shall not fly the drone above 400 feet above ground level, outside the visual line of sight for the operator, over any group of people, and not within any controlled airspace.

(2) "Recreational drone activity" shall be defined as the operation of any unmanned aircraft that is operated remotely for the purpose of recreation and not for any pecuniary benefit.

(i)

(Ord. 37-03. Passed 5-27-03.)

971.19 FIREARMS & WEAPONS.

(a) **Unless otherwise permitted by State law**, no person, except a police officer, shall possess or discharge a firearm, deadly weapon, dangerous ordnance, air rifle, slingshot or missile throwing device.

(b) Firearms, bows and arrows, knives, air or gas guns, missiles, slingshots or other missile throwing devices or any snares or traps brought into a park may be confiscated by peace officers.

(c) Affirmative defenses to a violation of division (a) hereof are self defense, the discharge of official duty, when otherwise authorized by law, when participating in a city sponsored Parks and Recreation program or a competition event approved by the Director of Public Safety and, if the event is to be held in municipal park, the Director of Parks and Recreation.

(Ord. 37-03. Passed 5-27-03.)

971.21 CAMPING.

No person shall establish or maintain any camp or other temporary lodging place or sleeping place, within the park, without the specific written permit from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.23 FIRES.

(a) No person shall start a fire in the park except small fires for cooking purposes in park grills.

(b) The Director may at his/her discretion prohibit fires **or smoking** for limited periods at any location or for any purpose when necessary for the protection of the park.

(c) The Director may provide written authorization for ceremonial or other open fires for special events or programs. The fire department for the area may require a permit to be issued for said fire.

(d) All fires shall be properly contained and extinguished by the person or persons starting or using the same before leaving the immediate vicinity **of** the fire.

(e) No person shall collect wood in a park for any purpose.

(f) No person shall place portable stoves or grills in shelters or on combustible picnic tables.

(g) No person shall deposit burning material or hot ashes on grass or plants, or in refuse containers.

(Ord. 37-03. Passed 5-27-03.)

971.25 COMMERCIAL ACTIVITIES.

(a) No person in a park shall sell or offer for sale any article, privilege, or services unless such sales or offer is pursuant to a contract with the Department.

(b) No person in a park shall beg, peddle, or solicit for money, a privilege or service.

(c) No park shall be used for commercial purposes except with a permit from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.27 ERECTING AND ATTACHING SIGNS.

~~No person shall erect a sign or attach a sign to property owned or controlled by the Department, nor shall any person display any placard, notice advertisement, circular, banner, or statement of kind other than a permanent sign on a vehicle without the written consent of the Director.~~

~~(a) No person shall expose, distribute, erect or place any sign, handbill, pamphlet, advertisement, circular, notice or statement and no person shall display any banner, emblem or design for the purpose of promoting commercial activity within any park without a permit issued by the director. The purpose of this section is not to prohibit or inhibit the expression of speech on public property but rather to prohibit litter within the park facilities and to preserve the aesthetic nature of the parks.~~

~~(b) Vessels and motor vehicles with semipermanent or permanent painted or installed signs are exempt, as long as they are used for authorized recreational activities only and comply with all other rules and regulations pertaining to vessels and motor vehicles.~~

(Ord. 37-03. Passed 5-27-03.)

971.29 WATER ACTIVITIES.

No person shall place any boat, canoe, raft or watercraft of any type upon or in a lake, pond, stream or other waters within the boundaries of the park without specific written permission from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.30 Littering, importing of rubbish and trash prohibited and pet owner(s) responsibility.

~~(A) No person shall leave, place or dispose of in any manner leaves, grass clippings, garbage, peelings of vegetables or fruit, waste, refuse, rubbish, ashes, can(s), bottle(s), wire, paper carton(s), box(es), motor vehicle or bicycle or wagon parts, furniture, glass, oil, sewage, anything of an unsightly or unsanitary nature under or upon the parks except in a receptacle designated for that purpose.~~

~~(B) No person shall import into any area administered by the department from another place any substance described in subsection (A) of this section.~~

~~(C) No pet owner shall fail to clean up after their pets by collecting and removing feces from park or reservoir property. Pets shall include dogs, cats, or other animals whose owners knowingly bring them into park or reservoir property.~~

~~(D) Section 971.30(C) does not apply to the owner of or person in charge of an animal where that animal is assisting a blind or handicapped person and defecates on property, and such person either is unaware of that fact or is unable to comply with Section~~

971.30(C). Section 971.30(C) does not apply to law enforcement personnel in charge of an animal which is assisting such personnel in the performance of official duties.

971.31 FIREWORKS AND EXPLOSIVES.

(a) No person in a municipal park shall have in his/her possession or ignite any fireworks.

(b) No person in a municipal park shall have in his/her possession or detonate any explosives or explosive devices.

(c) All fireworks displays shall be governed by and must comply with Chapter 3743 of the Ohio Revised Code and the penalties for any violations of Chapter 3743 are to be in accordance with Ohio Revised Code Section 3743.99.

(Ord. 37-03. Passed 5-27-03.)

971.32 POLLUTION OF WATER.

No person shall place or permit to be placed in any waterway any noxious or deleterious material or any material which may affect the use or enjoyment of such waters for recreational or other park uses.

971.33 PROHIBITED ACTIVITIES.

(a) No person in a park shall operate an all-terrain vehicle, air balloon, hang glider, or metal detector.

(b) No person in a park shall operate a snowmobile, engage in sledding skiing or ice skating except in areas and times designated by the **Director**.

(c) **Gambling is prohibited unless approved by the director and pursuant to Ohio R.C. Chapter 2915.**

(d) No person shall hit a golf ball or practice golf.

(Ord. 37-03. Passed 5-27-03.)

971.35 EMPLOYEE EXEMPTIONS.

(a) Acts of employees of the City, to the extent necessary for the performance of their authorized duties shall be exempt from the provisions of these Rules and Regulations.

(b) The Director may from time to time designate a Department staff member or members to exercise any authority permitted him under these Rules and Regulations.

(Ord. 37-03. Passed 5-27-03.)

971.37 EJECTION FROM THE PARK.

(a) Peace officers and Department staff members may order any person violating any of the provisions of these Rules and Regulations to leave the park and no person shall fail to obey such orders.

(b) Any person repeatedly violating rules and regulations may lose the privilege of entering a park for a period of time as designated by the Director therein.

(Ord. 37-03. Passed 5-27-03.)

971.38 APPROVAL BY COUNCIL; DIRECTOR'S POWERS.

The Parks and Recreation Director shall announce his/her intention to act pursuant to and under the authority granted by Section 6.08 of the Charter by filing notice with the Clerk of Council. Any such action shall become effective upon the filing of such notice and shall remain in effect unless disapproved by a resolution of Council within thirty days from the first committee meeting that is held, after the filing of notice with the Clerk of Council. The powers of the Director of Parks and Recreation shall not be limited by the specific enumeration of subjects contained in this chapter.

(Ord. 15-12. Passed 3-12-12; Ord. 30-13. Passed 5-28-13.)

971.99 PENALTY.

(a) Whoever violates Sections 971.11(a), 971.15(g), and 971.23(a) shall be guilty of a misdemeanor in the third degree.

(b) Whoever violates Sections 971.15(e) and 971.19(a) shall be guilty of a misdemeanor in the first degree.

(c) Whoever violates Sections 971.08 through 971.15(a) or 971.16(b) shall be guilty of a minor misdemeanor except as specified in Section 509.03(e)(2).

(d) Whoever violates section 971.15(f) shall be subject to the penalties specified in Section 509.011(b).

(e) Whoever violates Section 971.16(d) shall be subject to the penalties specified in Section 513.03(c).

(f) Whoever violates Section 971.09(m) shall be subject to the penalties specified in Section 351.04(m).

(g) Violations of any section of Chapter 971 shall be a minor misdemeanor or cause for ejection from the park unless otherwise specified in Section 971.99.

(Ord. 37-03. Passed 5-27-03.)

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Safety, Law and Courts Committee****RE: Fixed Asset Removal - Cruisers**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

American Zurich Insurance Company has deemed cruiser 265, Vin number 1FM5K8AR0GGA02050 and cruiser 284 VIN 1FM5K8ARXKGB45466 as a total losses. The agency is requesting that these vehicles be removed from our current fixed asset listing as a single, read emergency measure as these vehicles have to be returned to the insurance company before a check can be issued to the City.

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of two (2) cruisers from the department's fixed asset; and

WHEREAS, these cruisers have been totaled by the insurance company and in order for the City to be reimbursed by the insurance company, the cars have to be turned over to the carrier.

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

Police Department

Curtis Baker

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6907 Phone

SECTION 1. That the City Auditor be and is hereby authorized to remove the following items from the City's fixed asset list:

<u>Tag #</u>	<u>Description of Item</u>	
265	Cruiser #265	VIN # 1FM5K8AR0GGA02050
284	Cruiser #284	VIN # 1FM5K8ARXKGB45466

SECTION 2. That the Reynoldsburg Police Department will give the cars to the American Zurich Insurance Company for the City to receive insurance reimbursement, which shall be deposited into the General Fund.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: March 22, 2021

TO: Finance and Administration Committee

RE: Appropriating Unencumbered Balances from 2020

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage:

In order to make these funds available for the Reynoldsburg Police Department.

An Ordinance Appropriating Unencumbered Balances as of December 31, 2020, in Various Police Special Revenue Funds; and Providing that Revenues for Funds Received During 2021 be Accepted, and Declaring an Emergency

Section 1: That the unencumbered balances as of December 31, 2020, in various Police Special Revenue Funds be appropriated to the proper associated accounts in the following manner:

\$87,892.74 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5529 Miscellaneous Distributions Law Enforcement Fund.**

\$18,401.54 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5921 Immobilization Expenses Law Enforcement Fund.**

\$47,898.74 from the unappropriated Drug Enforcement Fund (291) be appropriated to **291.111.5529 Miscellaneous Distributions Drug Enforcement Fund.**

\$4376.00 from the unappropriated Safety Belt Program Fund (292) be appropriated to **292.111.5529 Miscellaneous Distributions Safety Belt Program Fund.**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

\$18,304.19 from the unappropriated DUI/ Education/ Enforcement Fund (293) be appropriated to **293.111.5529 Miscellaneous Distributions DUI/Education/Enforcement Fund.**

\$151,175.27 from the unappropriated Federal Forfeiture Fund (294) be appropriated to **294.111.5529 Miscellaneous Distributions Federal Forfeiture Fund.**

\$57,121.76 from the unappropriated Law Enforcement Asst. Fund (295) be appropriated to **295.111.5529 Miscellaneous Distributions Law Enforcement Asst. Fund.**

Section 2. That any revenues received by the City for the various funds referred to in Section 1, during the year 2020 and 2021, shall be credited to the proper funds, to appropriate when requested by the Administration and approved by City Council.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature of the Mayor.

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

ORDINANCE REQUEST

DATE: **March 22, 2021**

TO: **Finance and Administration Committee**

RE: **Extend Training Period for New Tax Administrator Position**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

The Auditor is asking City Council to Authorize an additional two weeks of training to ten weeks.

City of Reynoldsburg, Ohio Chapter 160

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

No appropriation is being requested

Seeking Council Approval Only Three Readings and Pass as an Emergency

**AN ORDINANCE TO WAIVE CHAPTER 160, SECTION 160.01 TRAINING
APPOINTMENT OF THE CODE OF ORDINANCES FOR THE CITY OF
REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY**

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

WHEREAS, the City Auditor is requesting that Council waive Section 160.01 Training Appointment for the hiring of a new Tax Administrator.

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

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160, Section 160.01 Training Appointment is hereby waived for the 2021 appointment of a new Tax Administrator from eight (8) weeks to ten (10) weeks.

SECTION 2. That Chapter 160, Section 160.01 Training Appointment states:

“In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks, while the current employee continues their employment with the City.”

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Development, Parks and Recreation Committee****RE: Fixed Asset Removal Parks and Recreation Department**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
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Items requesting to be removed:

1762 2001 Dodge Ram Van 2B7H11X91K536363

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST**

WHEREAS, the City of Reynoldsburg Parks and Recreation Department is requesting the removal of equipment from the department's fixed asset; and

WHEREAS, the equipment being removed is either no longer functional or operational.

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

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

From the Parks and Recreation Department

Tag #	Item
1762	2001 Dodge Ram Van

SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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



Fleet Maintenance Department

Vehicle Disposal #411

Donna,

I am recommending that Unit 411 be removed from the City Fleet. This van is now 20 years old and has well passed the in service goal of 10-15 years for vehicles of this type. Structural and Mechanical issues for this van will surpass the value and any repairs are not justified. It is in need of bodywork, front brakes, shocks, wheel bearings as well as other miscellaneous items. If you have any questions please feel free to reach out.

Thank you,

Justin Jones
Fleet Maintenance Supervisor

Attachment: Van 411 Disposal Letterhead (Fixed Asset Removal Parks & Rec)

City Of Reynoldsburg				
Vehicle Disposal Form				
Department	☒ Parks and Recreation	☐ Water	☐ Street	☐ Building ☐ Storm Water ☐ Police ☐ Fleet Maintenance
Vehicle #	411			
Year	2001			
Make	Dodge			
Model	Ram Van			
Mileage	36,500			
Condition	☒ Poor	☐ Fair	☐ Good	
Reason for disposal: This van is 20 years old and has well exceeded its serviceable life to the city. It is rusting out on the body as well as the structural frame. Over the past couple years we have had engine running issues with the outdated fuel system. 411 has served its purpose and is well past the 10 year in service plan for vehicles of its kind. It is not economical to keep maintaining and fixing this vehicle.				

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **March 22, 2021**

TO: **Development, Parks and Recreation Committee**

RE: **Connected Central Ohio GreenwaysSystem**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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This legislation requests an appropriation of \$10,000 as the City of Reynoldsburg's contribution to join the RAPID 5 Project. The RAPID 5 Project's goal is to connect central Ohio's metro parks, greenways, trail systems and waterways to provide all citizens, but especially disadvantaged neighborhoods, with access to these valuable community assets. Many other central Ohio communities have already contributed to this effort. Columbus has donated \$100,000, Dublin \$20,000 and many other communities donating \$10,000. With Reynoldsburg attempting to build a more pedestrian and accessible community, it is important that we join this effort to provide our residents with access to as much of central Ohio's greenways as possible. The Columbus Foundation will be the funding conduit for the RAPID 5 Project.

AN ORDINANCE OF SUPPORT FOR THE CITY'S PARTICIPATION IN THE CENTRAL OHIO RAPID 5 PROJECT TO CONNECT CENTRAL OHIO GREENWAYS AND APPROPRIATING FUNDS THEREFOR

WHEREAS, IN 2021 ULI Columbus and the Mid-Ohio Regional Planning Commission (MORPC) will team up to work with local governments, businesses and residents to develop the vision for RAPID 5 to connect central Ohio Metro Parks, greenways, trail systems, and waterways to provide access and grow central Ohio's recreation, transportation systems; and

WHEREAS, the City of Reynoldsburg is a member of MORPC and represented on its Commission; and

WHEREAS, the City of Reynoldsburg is working to increase pedestrian mobility and access to our City and participating in the RAPID 5 Project will provide even greater access to areas outside of our municipality; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the City of Reynoldsburg has been a member of many similar MORPC sponsored programs and worked cooperatively with central Ohio communities for the past years to carry out the initiatives identified to enhance the lives and betterment of all our communities; and

WHEREAS, the City of Reynoldsburg is committed to protecting and preserving its natural resources and pursuing initiatives that will have positive impact on its environment; and

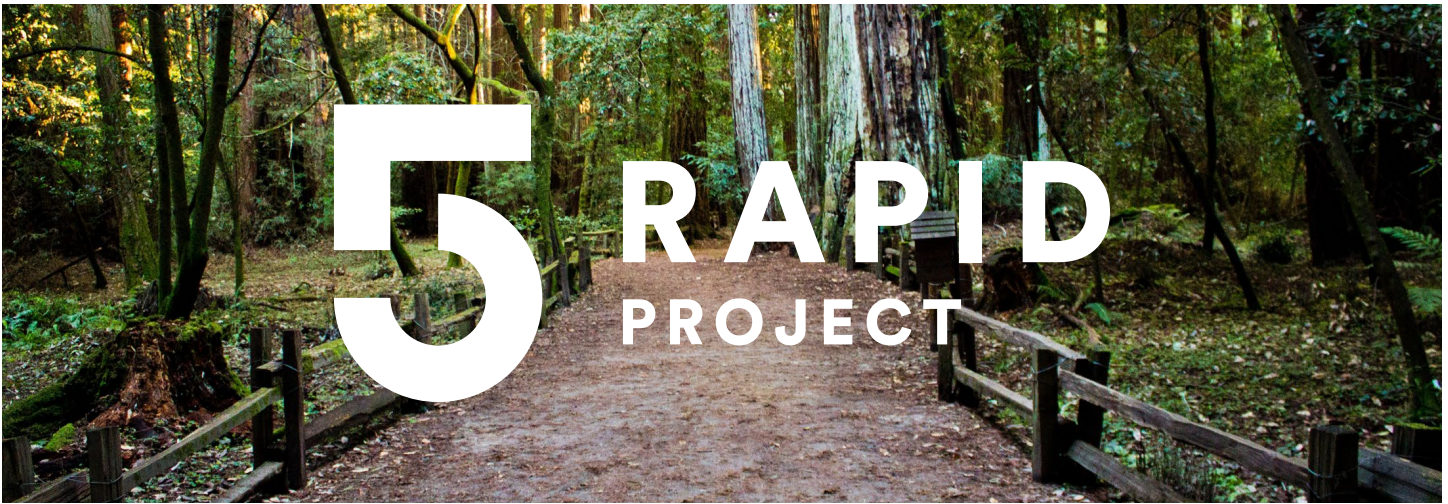
WHEREAS, the City of Reynoldsburg recognizes its ability as a local government to lead and influence the growth and development of pedestrian based connections to our greater community and support this RAPID 5 Project with a \$10,000 donation with The Columbus Foundation being the funding conduit for this project.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

Section 1: That the City of Reynoldsburg commits to participation in the ULI Columbus and MORPC sponsored RAPID 5 Project with a donation of \$10,000.00.

Section 2: That funds for this donation will be unappropriated from the General Fund account in the amount of \$10,000.00 with funds directed to The Columbus Foundation.

Section 3: That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor



Vision For RAPID 5

RAPID 5 will bring together governments, businesses, neighborhoods, and residents to create a vision for an open space system that spans the region. Central Ohio has an impressive waterway system that has the potential to redefine the region and connect our community with an extensive greenspace system unparalleled anywhere else.

OPPORTUNITY

Central Ohio has a waterway system consisting of five rivers that span across Franklin County: Big Darby Creek, Scioto River, Olentangy River, Alum Creek, and Big Walnut Creek. Historically, the access to these resources has been unevenly distributed, remained disconnected from a larger system, and many waterways have suffered environmental damage. Over the past decade, focused improvements to storm and sanitary sewer systems and concerted efforts of individual jurisdictions, Metro Parks, and Central Ohio Greenways to greatly expand our regional trail system have resulted in dramatic improvements in the water quality along our five major rivers. Corridors, including the Big Darby Creek and the Olentangy trail system, offer benchmarks to base improvements for the other corridors. Central Ohio is now poised to coalesce around a comprehensive vision for these waterways and build on the existing work that has been done over the years. RAPID 5 is a plan to develop a comprehensive vision for these corridors, which has the potential to redefine the region and connect our residents with an extensive greenspace system unparalleled in the nation.

GOAL

Capitalizing on the opportunity, the aspiration is to redefine our region around these corridors and provide access to all our residents. Most critically, the goal is to realize improvements to corridors in our communities that have not had access. The project aims to create and improve connections to our disadvantaged neighborhoods with these amenities and improve quality of life for families in these neighborhoods. The RAPID 5 will connect all residents to the systems, grow corridors for both recreation and transportation, create a cross-jurisdictional network, and redefine the framework of our community around our natural resources. A reimagined greenspace system in Central Ohio will connect our community to the many beautiful natural resources that

spur from our waterways while also serving as the spine of an active transportation network that connects neighborhoods across our region to job centers, commercial districts, cultural amenities, and other resources.

VISION

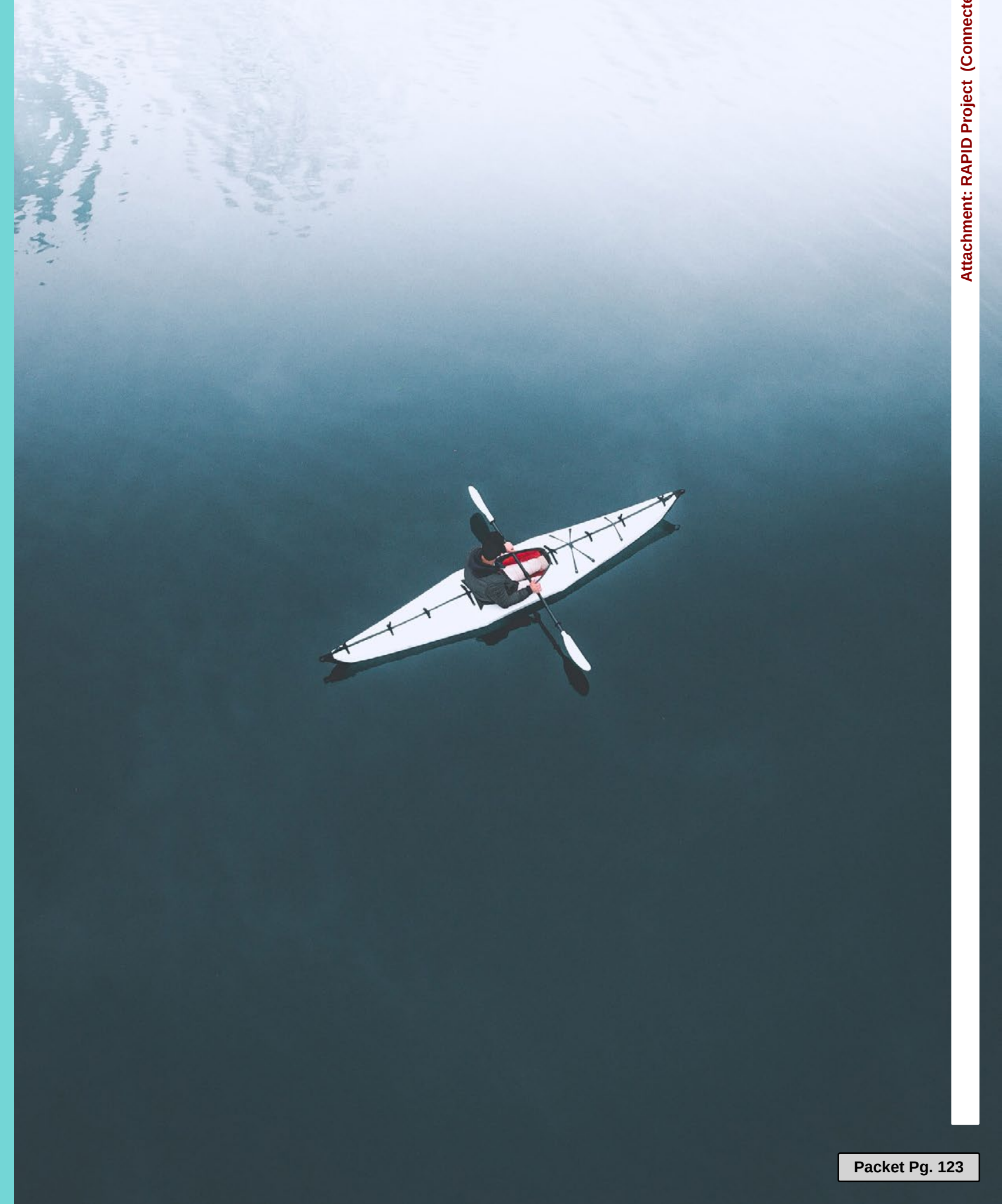
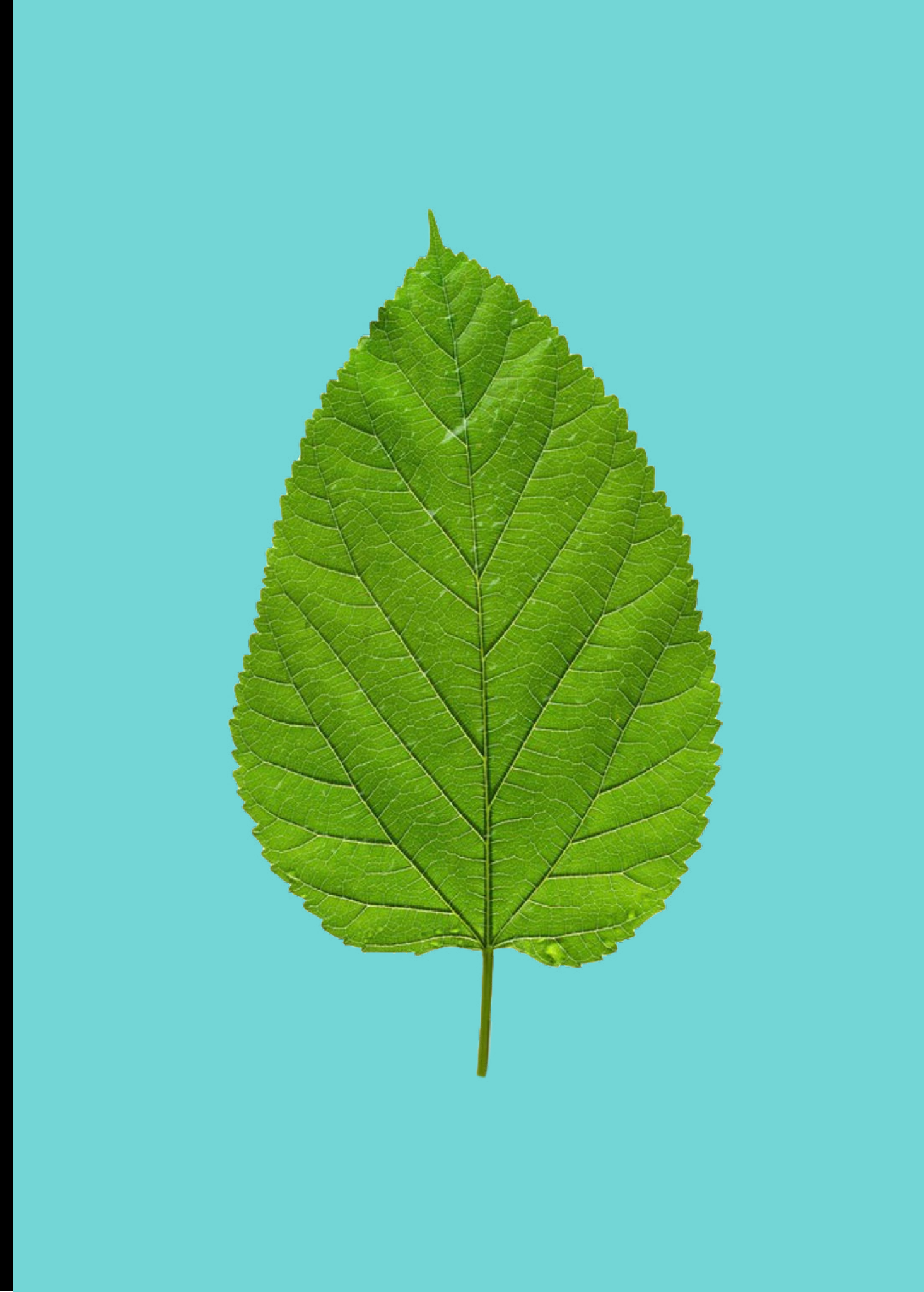
In 2021 ULI Columbus and MORPC will team up to work with local governments, the business community, and residents to develop the vision for RAPID 5. As with past efforts, like insight2050 and insight2050 Corridor Concepts, the power of this coalition will realize a game-changing vision for Central Ohio. This development of the vision will lay the foundation for developing one of the largest, if not the largest, inter-connected greenspaces in the country. It will reimagine how residents move around the region for commuting, recreation, and other activities by developing a vision for more diverse greenspace activities, equitable connectivity to greenspace, and better linkage from neighborhoods to job centers through greenspace.

RAPID 5 will provide access to recreation, benefit our economy, manage growth, provide educational opportunities, improve health outcomes, preserve natural resources, and enhance overall sustainability. Implementing this vision will benefit communities throughout the region by:

- Attracting jobs;
- Adding to local tax bases; and
- Improving the quality of life for all residents.

We look forward to working together to develop a new vision for our community.

Redefining Our City



INTRODUCTION

Our greenways and waterways are the future of connection between environment, recreation, and Central Ohio's communities. **The RAPID Project aims to create a vision for one regional park network.**



The Building Blocks of Our Open Space System



146 Miles

Blueways and
Riparian Corridors



38,300 Acres

Parks and
Greenspace



143 Miles

Trails and
Connections



315 Miles

On-street Bike/PED
Facilities

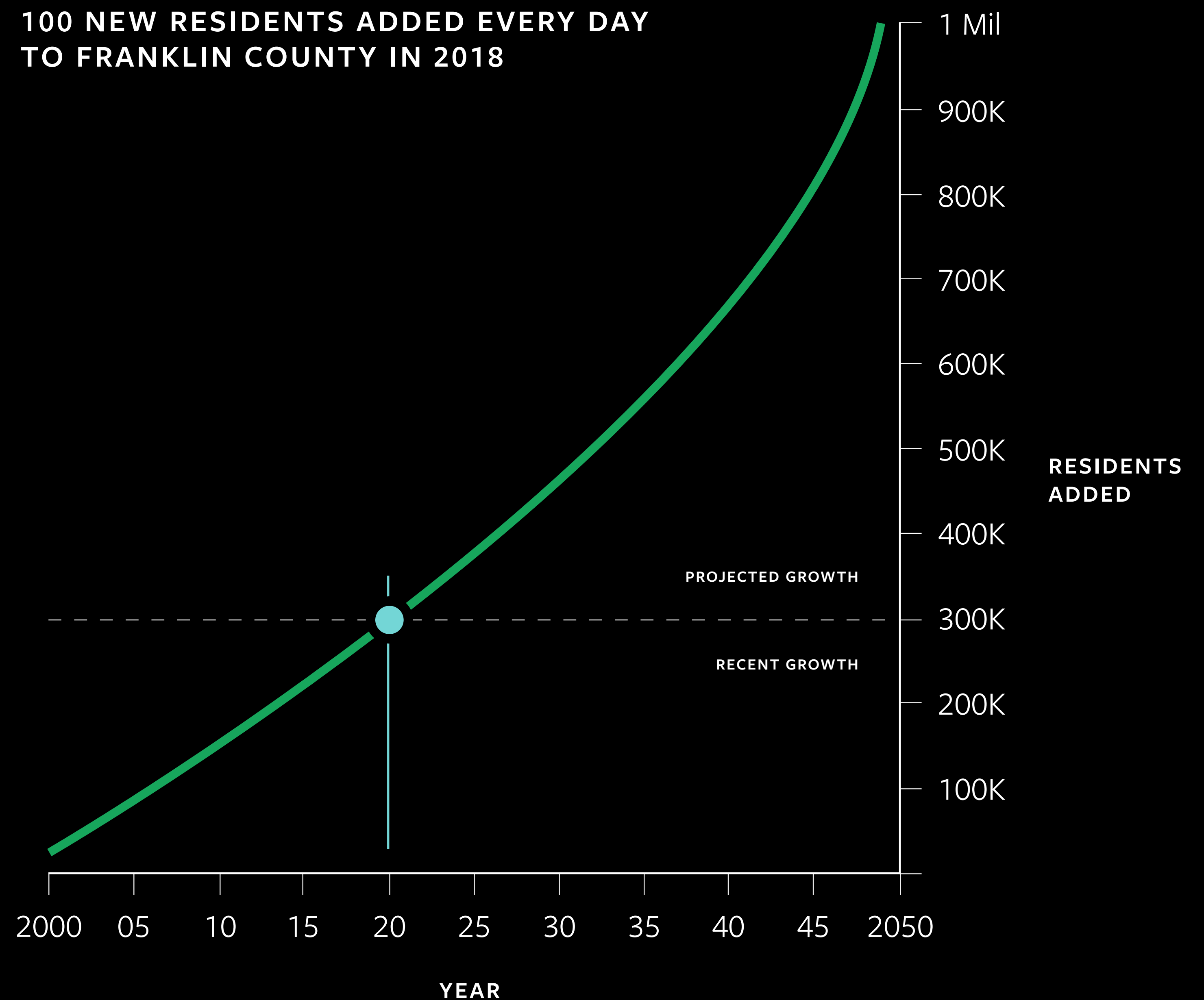
Growth Opportunities in Franklin County

100 New Residents added every day to Franklin County in 2018

30,000 Residents added to Franklin County in 2018 alone

695,000 Additional Residents expected by 2050

100 NEW RESIDENTS ADDED EVERY DAY
TO FRANKLIN COUNTY IN 2018



Benefits Improving Our Community



Health & Wellness



Mobility Choice



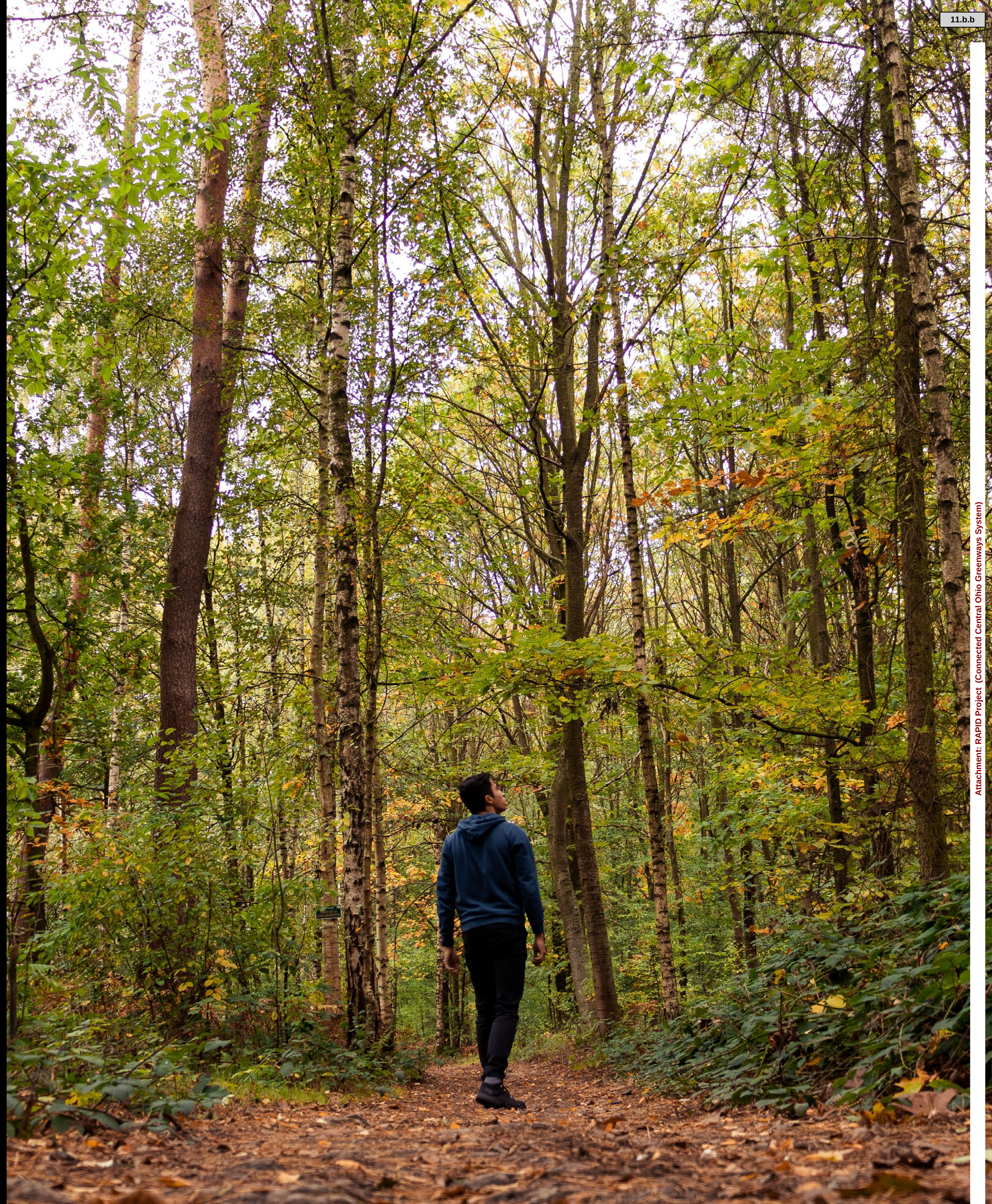
**Environmental
Stewardship**



Economic Vitality



Social Equity





People and Places Impacted



Schools & Students



Businesses & Employees



**Residents &
Neighborhoods**

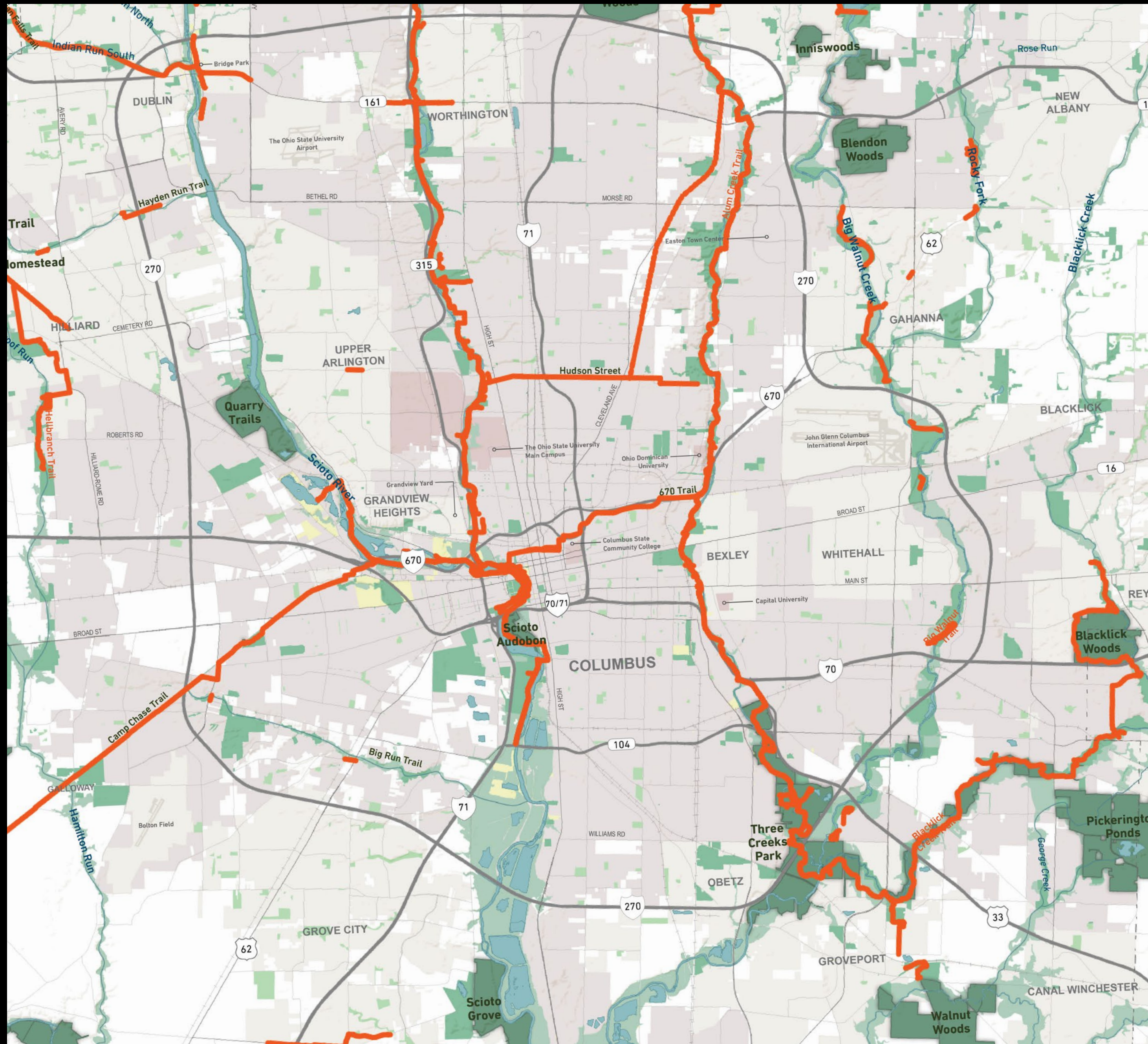


Cultural Institutions



**Marginalized
Communities**

Our System Today



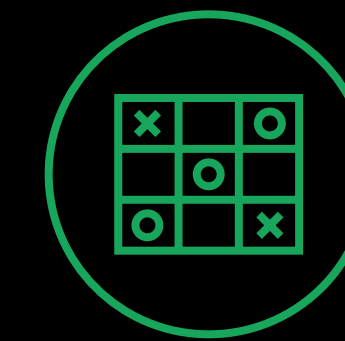
275 schools within 1/4 mile of existing park or trail



524k jobs within 1/4 mile of existing park or trail



840k residents within 1/4 mile of existing park or trail

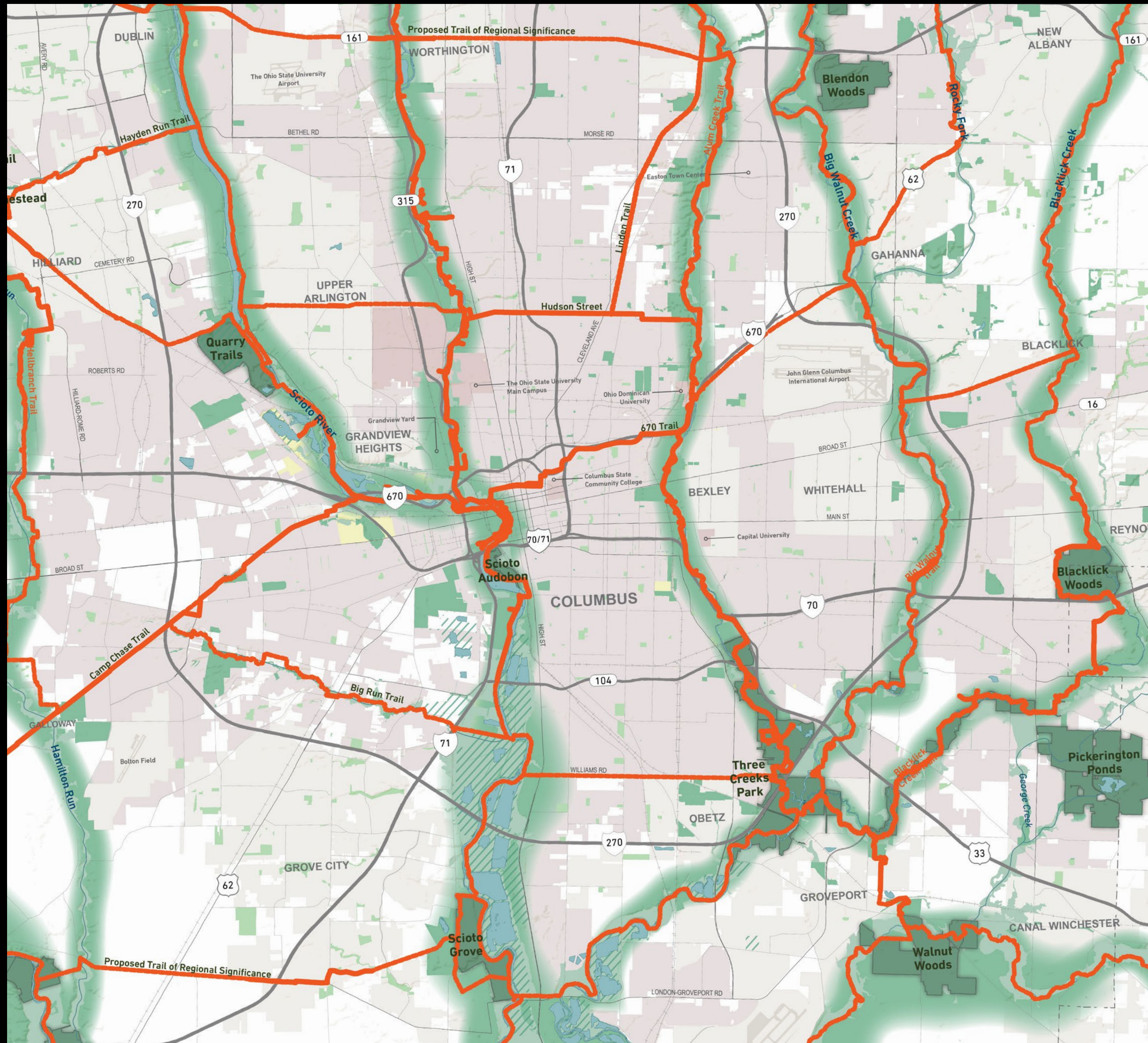


500 activity centers within 1/4 mile of existing park or trail



less than 60% of very low opportunity neighborhoods within 1/4 mile of existing park or trail

Our System Tomorrow



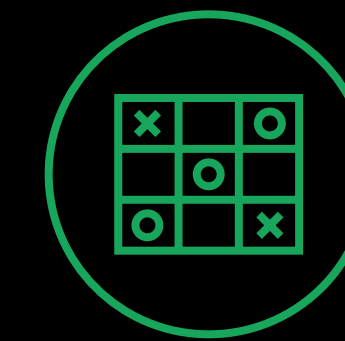
320 Schools within 1/4 mile of existing park or trail
45 (16%) more than today



660k jobs within 1/4 mile of existing park or trail
135k (26%) more than today



1.108m residents within 1/4 mile of existing park or trail
268k (32%) more than today

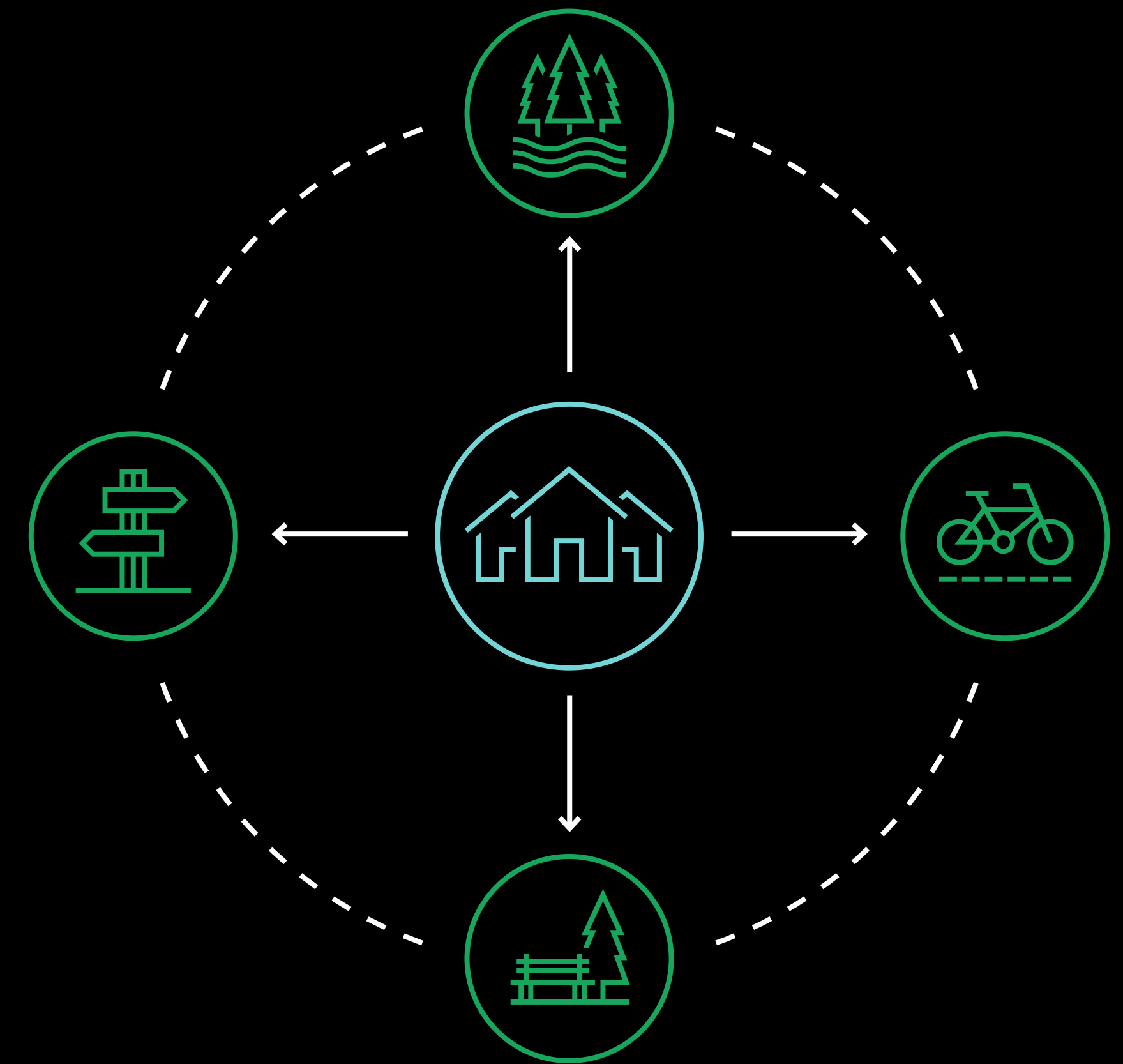


590 activity centers within 1/4 mile of existing park or trail
90 (18%) more than today



more than 77% of very low opportunity neighborhoods within 1/4 mile of existing park or trail
28% more than today

Our System Tomorrow



**Every Franklin County resident
will be within 1.5 miles of a park
or greenway**



PHOTO BY: FRED MILLER



PHOTO BY: K FEASEL



PHOTO BY: CB



PHOTO BY: AB



PHOTO BY: D CRAWFORD

Where You Come In

In order to realize this unprecedented connection to our natural resources and invest in our public spaces, we need to create a vision to guide that investment. This planning process will span jurisdictions, neighborhoods and institutions to build a framework around our waterways which will define central Ohio in the future. Support for this planning process will be the foundation that allows us to fully take advantage of the unique opportunity that we have in front of us today.



Contact RAPID

305 W Nationwide Blvd, Suite 217
Columbus, OH 43215
info@theRAPIDproject.org

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Safety, Law and Courts Committee****RE: Appropriation of Donated Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This request is for council to transfer K-9 donated money in the amount of \$8,051.00 from the general fund to account 110.111.5207 Law Enforcement Supplies.

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED
GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES**

WHEREAS, the Reynoldsburg Police Department has received a generous donation for \$8,051.00 for the K-9 unit; and

WHEREAS, those monies need to be appropriated from the unappropriated General Fund and into the following police department funds:

Appropriate \$8,051.00 into Account 110.111.5207 Law Enforcement Supplies

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

SECTION 1. That an amount of \$8,051.00 in the unappropriated General Fund be and is hereby

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

appropriated as follows:

110.111.5207

\$8,051.00

Law Enforcement Supplies

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Safety, Law and Courts Committee****RE: Purchase of Copiers for the PD**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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Currently we have two copier leases that are up for renewal. The current lease cost is \$822.55 mo/\$9,870.60 yearly. The Reynoldsburg Police Department is requesting permission for the Mayor to enter into a contract with Modern Office Methods (MOM) 4747 Lake Forest Drive, Cincinnati-Ohio 45242 for the replacement of both copiers. The new cost of the equipment will be \$716.55 per mo/ \$8,598.60 yearly which comes in lower than current equipment with a cost savings of \$100.00 mo/\$1,200.00 yearly. Money was currently budgeted in the 110.111.5639 to cover the cost of the new equipment. Attached documentation is provided.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE
AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE
POLICE DEPARTMENT**

WHEREAS, the Reynoldsburg Police Department has two copier units with expiring lease agreements; and

WHEREAS, the Police Department is requesting the renewal of a sixty-three month lease with Modern Office Methods, for two new copier units.

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for two (2) copiers for the Police Department with a lease term to of sixty-three months at total fee of \$25,795.80.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175 competitive bidding is hereby suspended.

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



For: City of Reynoldsburg Police Department

By: Dan Lamatrice

Date: February 24, 2021

The content in this proposal is confidential trade secret information and intended for the use of (Name of Company) only. The content herein may not be reproduced without the specific written permission of Modern Office Methods. This is a proposal only, and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request. **Pricing in this proposal is good for 30 days starting on February 24, 2021.**



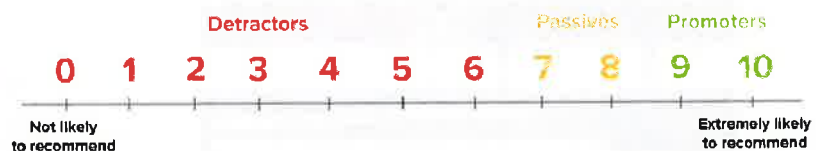
www.momnet.com


www.momnet.com

CLIENT LOYALTY IS OUR PRIORITY



MOM utilizes the **Net Promoter Score** to gauge our clients' overall satisfaction and loyalty to our organization. The **Net Promoter Score** is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others.



$$\text{NPS} = \% \text{ 😊 } - \% \text{ ☹️ }$$

CLIENT LOYALTY MANAGER

MOM's Client Loyalty Manager personally responds to all surveys where the client has indicated they are not satisfied. He listens to the client and creates an action plan to resolve their issue. Following up with the client and internal departments until satisfaction is achieved. They will also follow up months later to confirm resolution...which is referred to as "Closing the Loop".

NET PROMOTER SCORE

Why is the NPS score important to us and *more importantly...* why is this score important to you? Asking the ultimate question of "Would you recommend MOM?" allows us to track promoters and detractors, producing a clear measure of our organization's performance through our clients' eyes. Our goal is to make all of our clients promoters because then we know their experience merits positive feedback. If we fall short of that mark, our Client Loyalty Manager has processes in place to rectify the situation. We don't see customer service as a department at MOM, but instead, an attitude. Our Client Loyalty Manager monitors all feedback and our team is very passionate about providing the best possible experience for our clients. We are proud to say **Client Loyalty is Our Priority**.


TOTAL GREEN DOCUMENT SOLUTIONS

BUSINESS TECHNOLOGY REVIEW

TOTALCARE.360

At MOM, we are dedicated to *Total Client Satisfaction*. In 2017, we launched the new **BUSINESS TECHNOLOGY REVIEW (BTR)**. This review is held at the very least, once a year to make sure MOM is being as effective as a partner that is possible for you, the client.

The BTR breaks down **MOM's EFFICIENCY SCORE** – This score measures how well we are doing as a partner. The Efficiency Score covers 4 main areas of our business at a client's site: *Fleet Management, Service, Managed Documents, and Security*.

EFFICIENCY SCORE



- ☒ **FLEET MANAGEMENT**
- ☒ **SERVICE**
- ☒ **MANAGED DOCUMENTS**
- ☒ **SECURITY**

FLEET MANAGEMENT looks at all managed and unmanaged device to identify trends that may determine a different strategy for the future. We will review trends in volume, as well as, trends in the black/white to color ratio.

SERVICE outlines the uptime of your equipment to review any trends over the last 6 months to a year. Service calls are detailed out to identify areas of improvement.

MANAGED DOCUMENTS dashboard gives us information on how the client is using scanning, document workflow, and mobile forms, if at all, in their environment.

SECURITY identifies 5 areas of a client's business that MOM's services can help with from monitoring scan destinations, user authentication, image overwrite, HDD overwrite, and encryption.

Finally, our *Client Loyalty Manager* reviews all survey responses to make sure we are doing the best job possible for our clients. Ask about our *Net Promoter Score* for more information about how MOM gauges our client's overall satisfaction and loyalty to our organization.



TOTAL **GREEN** DOCUMENT SOLUTIONS

PROPOSED INVESTMENT PLAN

Canon DXC5740i – Report Writing

Canon DX4745i – Detective Bureau

Both machines are configured same as current

Investment Option:

60 Month FMV Lease

\$ 716.55 / month

Maintenance:

Includes 7,300 black and 1,800 color copies/prints per month with overages billed quarterly at \$.00662 for black and \$.04524 for color.

Cost per copy has been fixed for length of contract

***Includes:** Parts, Labor, Travel, and all Toner.

***Excludes:** Paper and Staples.

Current lease and Maintenance for iRC5540i & iR4235 - \$822.55

Attachment: ID2960 (Purchase of Copiers for the PD)



TOTAL **GREEN** DOCUMENT SOLUTIONS

www.momnet.com

TOTAL CARE GUARANTEE

MOM has one of the premier, **written guarantees** in our industry. We offer you a 60-day money back guarantee, Free Loaner Program, 24 hour-7 day a week-help line, Contract Flexibility, Certified Service Technicians, Network Support, Guaranteed Performance Clause, and our **ABSOLUTE SATISFACTION GUARANTEE** that states that if you are not happy with your equipment for any reason, we will replace it with an identical or similar piece of equipment at your written request!

This plan not only ensures your total and complete satisfaction with the equipment now, but also for the length of the lease if the equipment is financed or three full years if the equipment is purchased outright. *(Equipment must have a MOM service plan.)*

With over 14,000 customers in our territory and a 98% approval rating, we feel that we have the right equipment, competitive pricing, and the right support staff to make another satisfied client now and in the future!

Attachment: ID2960 (Purchase of Copiers for the PD)



TOTAL **GREEN** DOCUMENT SOLUTIONS



modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT

11.d.b

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.

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
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OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES

Canon iRC5740i

Canon iR4745i

SERIAL NO.

STARTING METER - B&W

STARTING METER - COLOR

Monthly Payment* \$ 716.55	B&W Impressions Included / Month 7,300	B&W Overages billed at \$.00662 per impression
*plus applicable taxes	Color Impressions Included / Month 1,800	Color Overages billed at \$.04524 per impression

TERM AND PAYMENT INFORMATION

Term in 60 Months The payment ("Payment") period is monthly unless otherwise indicated. If you are exempt from sales tax, attach your certificate.

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc.

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above)

X

SIGNATURE

Mayor

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: 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 ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). We represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

19089 (2017)

Page 1 of 2

Rev. 12/02/2013

Attachment: ID2960A (Purchase of Copiers for the PD)

Packet Pg. 145

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering proper tax filings. You agree to pay us an origination fee of up to \$125 for all closing costs. We may 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 for insufficient funds, you will pay us a service 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. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance 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. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below. (A) We may secure property loss insurance on the Equipment from carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of 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, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or with any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. 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 have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. 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: (i) you do not pay any Payment or other sum due to us or 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 fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value 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 remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we 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 under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' 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. **WE SHALL 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 refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, a reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment 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, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. 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. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST A 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 WARRANTY, 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, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, 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, **BOTH PARTIES WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. For convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # _____, between _____, as Customer and _____, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

City of Reynoldsburg Police Department

Customer

Signature

City Auditor

Title

Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Attachment: ID2960A (Purchase of Copiers for the PD)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



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:

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.

City of Reynoldsburg Police Department

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: ID2960A (Purchase of Copiers for the PD)

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between , as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, 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 and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you 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, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, 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 you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree 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 related document."

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.

Attachment: ID2960A (Purchase of Copiers for the PD)

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

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: (i) 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, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' 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."

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 you are 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 the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. 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.

Lessor

Signature

Title

Date

City Of Reynoldsburg Police Department

Customer

X

Signature

Mayor

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.

General										
Company	City of Reynoldsburg Police Department			Contact	Cheryl Christy			Order #		
Address	7240 E Main St			Phone #	614-322-6926			Sales Rep Dan Lamatrice		
City St Zip	Reynoldsburg, OH 43068			e-Mail	ckristy@reypd.com			Date		
Delivery Information										
Model	Canon IRC5740i						Steps	☐		
Location	7240 E Main St			☐	☐	☐	Elevator	☐		
IP Address				☐	☐	☐	Dock	☐		
Model	Canon iR4745i						Steps	☐		
Location	7240 E Main St			☐	☐	☐	Elevator	☐		
IP Address				☐	☐	☐	Dock	☐		
Connectivity & Software										
IT Contact				☐ Hot Swap ☐ Demo Unit		☐ User Codes ☒ Scan to Email ☐ Fiery / Creo ☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer ☐ Fax Forward ☐ PPDM ☐ PS for Macs				
IT Phone										
IT Email										
☒ Internal ☐ Outsourced ☐ None										
Who will be networking the equipment?				Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No Is there a fax line available within 5 feet of the machine? ☒ Yes ☐ No						
☒ MOM ☐ Client ☐ Not Connected										
Modern Office Methods (MOM) 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 (MOM) 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 to indemnify MOM, its owners & employees 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 _____ Date _____ Network Installation Terms & Conditions Acceptance										
Post-Installation Training										
☒ Yes ☐ No										
Key Operator Contact		Cheryl Kristy		Phone #	614-322-6926		e-Mail		ckristy@reypd.com	
Special Instructions										

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 iRC5540i	Serial #	WXE00946	Location	7240 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model	Canon iR4235	Serial #	RKJ20501	Location	7240 E Main St	☐ "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: ID2960A (Purchase of Copiers for the PD)

Company	Address	City St Zip
Install Contact	Phone	eMail
Training Contact	Phone	eMail
Network Contact	Phone	eMail

[illegible]

Company	Address	City St Zip
Contact	Phone	eMail

[illegible]

REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

Insurable Value: 50,000

TO: Customer's Insurance Agent

Description of Item(s) to be insured:

Name of Agency: _____

Canon iRC5740i

Address: _____

Canon iR4745i

Phone: _____

Fax: _____

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL PROPERTY DAMAGE COVERAGE:

2. PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:

Modern Office Methods, Inc. AND/OR ITS ASSIGNS
4747 Lake Forest Drive
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to leasing@momnet.com.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

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.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Public Service and Transportation Committee**

RE: **Engineering Services for City's 2021 Water Main Replacement Project**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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EMH&T will provide Provide survey, engineering design and assistance with bidding for the City's 2021 Water Main Replacement Project (Marlon and Saratoga Avenues, as well as Gilmore Drive).

EMH&T's proposal for these services is \$59,902.00 (total appropriation) to be unappropriated from the City's Water Utility Capital Improvement Project (CIP) fund (710.000.4470)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING, AND BID SERVICES FOR THE CITY'S 2021 WATER MAIN REPLACEMENT AND APPROPRIATING FUNDS THEREFOR

WHEREAS, the Marlon Avenue, Saratoga Avenue and Gilmore Drive areas are in need of maintenance that can only be effectively repaired through the replacement of those lines; and

WHEREAS, the upgrading and repair of these water lines will provide added protection against the failure of the existing water distribution system.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T, in the amount of \$59,902.00 for construction phase engineering services for the 2021 waterline replacement project.

SECTION 2. That \$59,902.00 be appropriated from the unappropriated Water CIP Fund account number 710.735.4470 and appropriated to account 710.000.0177.5621 Water Fund.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Public Service and Transportation Committee**

RE: **Needs Assessment by Star Consultants Inc. for Public Service & Parks and Recreation Facilities**

Approval:

Pending Joe Begeny	Pending Chris Shook	Pending Stephen Cicak
-----------------------	------------------------	--------------------------

Star Consultants Inc. will conduct a facility needs assessment for the City's Department of Public Service and Parks and Recreation Department. The needs assessment will include an assessment of existing facilities, program development, conceptual plans for renovation of the existing facilities as needed and a conceptual plan for a new consolidated facility.

Star Consultants Inc proposal for these services is \$37,110.00. These funds were appropriated (110.448.5331) as part of the City's 2021 Engineering/Architectural budget.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STAR CONSULTANTS INC. TO CONDUCT A NEEDS ASSESSMENT FOR THE CITY'S CURRENT PUBLIC SERVICE AND PARKS AND RECREATION FACILITIES

WHEREAS, City facilities for the streets, utility and parks and recreation department need serious repairs and maintenance; and

WHEREAS, the City has selected Star Consultants Inc. to complete a needs assessment and evaluation of a current facilities as well as what would be necessary for a new shared complex.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Star Consultants, Inc., in the amount of \$37,110.00 for a needs assessment of existing facilities for the street, parks and recreation and utility departments as well as what is necessary for a new combined complex

SECTION 2. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Public Service and Transportation Committee**

RE: **Sidewalk Maintenance Program**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

AN ORDINANCE AUTHORIZING THE CITY ENGINEER/DIRECTOR OF PUBLIC SERVICE TO IMPLEMENT AN ANNUAL SIDEWALK INSPECTION, REPAIR AND MAINTENANCE PROGRAM

WHEREAS, the City believes that sidewalks are necessary for the general welfare of the City and its residents to provide connectivity and a safe means of pedestrian travel; and

WHEREAS, Section 729.01 of the Ohio Revised Code (ORC) provides that a municipal corporation may require the construction and/or repair of sidewalks within the municipal corporation limits; and

WHEREAS, ORC Section 729.01 further provides that if the abutting landowners fails to construct and/or repair the sidewalks within the specific time frame established by the municipality, the municipality may cause the construction and/or repairs to be completed and the total cost of such to be assessed against the abutting lots or lands; and

WHEREAS, in accordance with Ohio Law, the City of Reynoldsburg Codified Ordinances also require that all owners of property abutting on streets of the City shall, upon notice being

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

given to them pursuant to ORC 729.02 by the Clerk of the legislative authority, construct or repair sidewalks in the street or streets on which the lot or lots abut in accordance with the specifications adopted by Council; and

WHEREAS, the City Engineer has prepared the plans, specifications, and cost estimates for the construction and repair of proper sidewalks for the properties described in "Exhibit A"; and

WHEREAS, the plans, specifications, and cost estimates have been submitted to and are on file with the Clerk of Council.

NOW, THEREFORE, BE IT ORDAINED BY THE REYNOLDSBURG CITY COUNCIL, THAT:

SECTION 1. It is necessary to construct and/or repair sidewalks in the City of Reynoldsburg in accordance with the plans, specifications, and cost estimates prepared by the City Engineer and on file in the office of the Clerk of Council (currently and for thirty days following the passage of this Ordinance) for all properties described in "Exhibit A" attached hereto and incorporated herein.

SECTION 2. The City will implement an annual Sidewalk Inspection, Repair, and Maintenance Program in conjunction with the City's annual Street Maintenance and Repair Program.

SECTION 3. The owners of all of the lots and lands bounding and abutting upon the area of the proposed Annual Sidewalk Inspection, Repair, and Maintenance Program shall construct and/or repair in accordance with the plans and specifications currently on file in the office of the Clerk of Council, the portions of such sidewalks abutting on their respective properties within a period of thirty (30) days after the service of notice of passage of this Ordinance; and, if such construction and/or

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

repair is not completed within the thirty (30) day period, then Council shall have the same done and the entire cost thereof shall be assessed upon the property of each owner of abutting lots or lands and made a lien thereon, with penalty and interest, to be collected in the manner provided by law.

SECTION 4. The Clerk of this Council is directed to cause a written notice of the passage of this Ordinance to be served as required by law.

SECTION 5. The plans, specifications, and estimate of cost of said construction as heretofore filed are hereby approved.

SECTION 6. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor



Engineers, Surveyors, Planners, Scientists

February 2, 2021

Mr. William Dorman
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

Subject: East Main Street, Phase 2 (Jackson Street to Graham Road)
 Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the second phase of improvements to East Main Street. This project will extend the Phase 1 improvements from Jackson Street to the intersection of Graham Road/Waggoner Road. This improvement will include the following:

- Roadway resurfacing and spot full depth pavement repairs.
- Full Replacement of curb and sidewalks.
- Replacement of the 1930's era storm sewer with an upsized and improved storm sewer system. Storm improvements will incorporate rain gardens and/or other water quality features if necessary.
- Replacement and/or upgrading of the street lighting within the corridor with LED fixtures.
- Streetscape enhancements including tree planters, brick pavement, and retaining walls.

The anticipated construction cost for the improvements proposed is approximately \$3,066,000. A preliminary opinion of probable cost and a concept exhibit are attached to this proposal.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, landscape architecture, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey
 - a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
 - b. Right-of-Way Determination – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within East Main Street to verify that the designed improvements do not encroach on private property without easements or rights of entry.
 - c. EMH&T will prepare legal descriptions for necessary easements and/or right of way acquisition. This proposal assumes that approximately 4 legal descriptions will be prepared to support the improvements. If additional survey documentation becomes necessary through the course of design, additional fees may be requested.

2. Project Management

- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and monthly project coordination meetings throughout the design phase at various decision points or project milestone dates.
- b. We will develop a project schedule that corresponds to the OPWC requirement for bidding in March of 2022. EMH&T will update the schedule throughout the course of design to reflect current project status prior to each update meeting.
- c. EMH&T will manage subconsultant's schedules, coordinate their involvement in project meetings, and incorporate their work into the project plans and specifications. It is anticipated that subconsultants will be used for the following:
 - i. Geotechnical Services – GCI, Inc.
 - ii. Electrical Design – Bill Mess Engineering
 - iii. Streetscape Design – OHM
- d. Due to the amount of coordination that will be necessary with the local businesses, it is anticipated that the City would want to host one public information meeting. EMH&T will provide and distribute meeting notices, prepare project exhibits/plans for the meetings, and lead project discussions during the public information meeting.
- e. Staged submittals at the 30%, 60%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.

3. Geotechnical (GCI, Inc.)

- a. EMH&T will coordinate with GCI, Inc. to obtain approximately 8 pavement cores along the project corridor to characterize the existing pavement composition.
- b. GIC will provide a test report and a summary of geotechnical recommendations, which will be used by EMH&T to develop paving recommendations.

4. Roadway Plans and Specifications

- a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
- b. Roadway drawings will be prepared to show the horizontal layout of the roadway improvements. This will include the following:
 - i. Details to taper the roadway to a true 4-lane width from its current 57' width. The roadway will taper back to a 5-lane section to accommodate the existing left turn lane at the intersection with Graham and Waggoner Roads.
 - ii. Locations of sidewalk improvements and raingarden BMPs will be incorporated into the horizontal alignment of the roadway.
 - iii. Drive approach replacements, street medians, curb ramp improvements, and street light pole locations will be shown in the horizontal alignment.
- c. Since the roadway is being resurfaced, only minor adjustments to the profile grade will be made to the majority of the roadway. EMH&T will establish curb profile grades for both sides of the roadway. Minor adjustments will be made to enhance the flow of stormwater to the inlets. In a few isolated areas where the existing roadway drains very poorly, sections of full reconstruction with more substantial curb adjustments will be made to enhance drainage.
- d. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
- e. Roadway cross-sections will be prepared in 50-ft intervals.
- f. Typical roadway sections, plan details, supplemental project notes and specifications will

be prepared.

- g. Due to the amount of property/business owner coordination required for this improvement, it is anticipated that individual property owner exhibits will be developed to clearly show the improvements over an aerial photo background. These color renderings are easier to understand than a plan set and allow owners to see the improvements as they relate to existing site features. EMH&T will prepare these exhibits and participate in meetings with business owners to discuss the improvements and how the project will affect their access. It is anticipated that 6 meetings will be conducted.

5. Storm Sewer Plans

- a. EMH&T will review existing storm sewer records to identify current storm outfalls and locations of existing sewers within the project corridor.
- b. We will assess the topography for the project corridor and adjoining parcels and develop a storm sewer tributary area map for the project.
- c. Storm sewer calculations will be prepared using the rational method to size the proposed storm sewer replacement.
- d. Stormwater quality calculations will be prepared to determine the required water quality volume and the tributary area map will be used to identify locations and sizing of rain gardens.
- e. Storm sewer plan and profiles will be included in the plans.
- f. EMH&T will coordinate the development of rain garden details and specifications.

6. Traffic and Lighting Plans

- a. Existing street lighting will be removed, and new foundations, conduits, and poles/luminaires will be installed in alternative locations. The final design will incorporate current illuminance standards and LED fixtures that match the fixtures being installed throughout the City.
- b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
- c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain two-way traffic during construction.

7. Streetscape Plans (OHM)

- a. EMH&T will consult with OHM for the design and specification of streetscape elements.
- b. Their scope will include:
 - i. Brick paver zone and concrete buff wash walks
 - ii. Rain gardens and tree planters
 - iii. Curb ramps and sidewalk details
 - iv. Public benches
- c. Streetscape plans will be submitted at the 60% and 100% design stage and will include:
 - i. Right of way demolition plans
 - ii. Streetscape layout plans
 - iii. Materials plans
 - iv. Sidewalk grading and drainage plans
 - v. Project specifications, section/elevation views and details.
- d. OHM will participate in up to six project meetings and the public involvement meeting.
- e. OHM will assist during bidding by responding to RFIs and assisting in the review of bids.

8. Permitting and Utility Coordination

- a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent

for the City to send to the Ohio EPA.

- b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether any conflicts exist between existing utilities and the City's proposed improvements.
 - i. It is assumed that we will send plans to the utility companies three times during design (30%, 60% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
 - ii. We anticipate holding two utility coordination meetings with affected private utility companies to assess impacts, develop utility relocation requirements, and coordinate project schedules.
9. Bidding Services
- a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
 - i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation
 - v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, landscape architecture, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding. If the City would like to incorporate streetscape design into this project, a separate proposal will be provided to define that scope and fee.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	\$21,710
Task 2: Project Management	\$9,700
Task 3: Geotechnical Engineering (Subconsultant – GCI)	10,000
Task 4: Roadway Plans and Specifications	\$83,810
Task 5: Storm Sewer Plans	\$22,610

Task 6: Traffic and Lighting Plans	\$40,155
Task 7: Streetscape Design	\$127,600
Task 8: Permitting and Utility Coordination	\$19,250
Task 9: Bidding Services	\$4,960
TOTAL FEE	\$339,795

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Enclosures

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

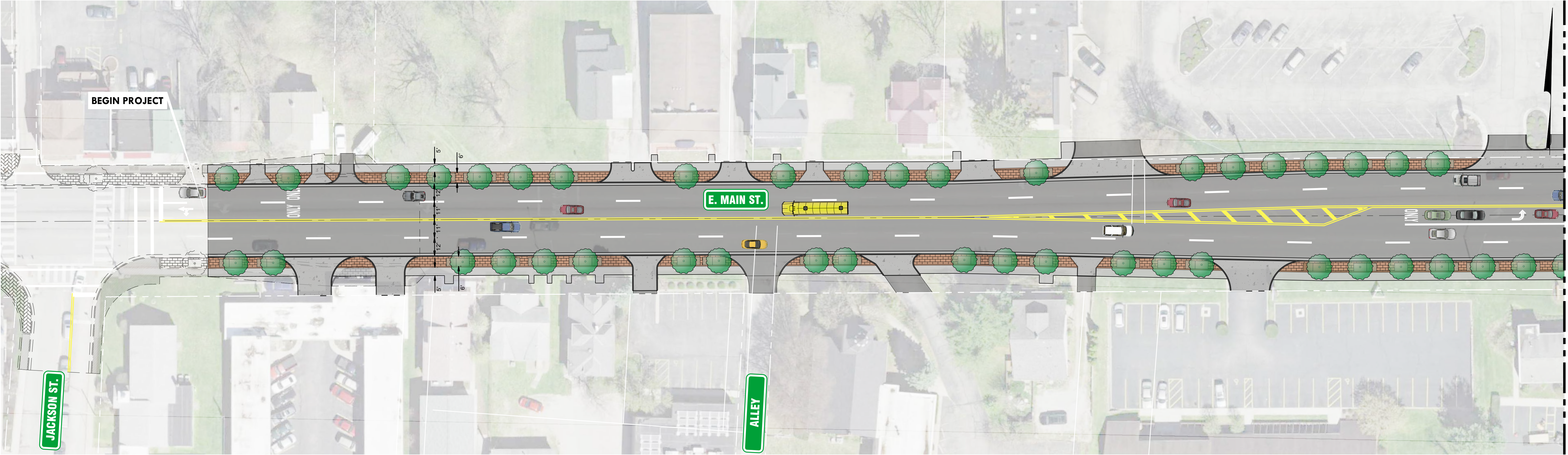
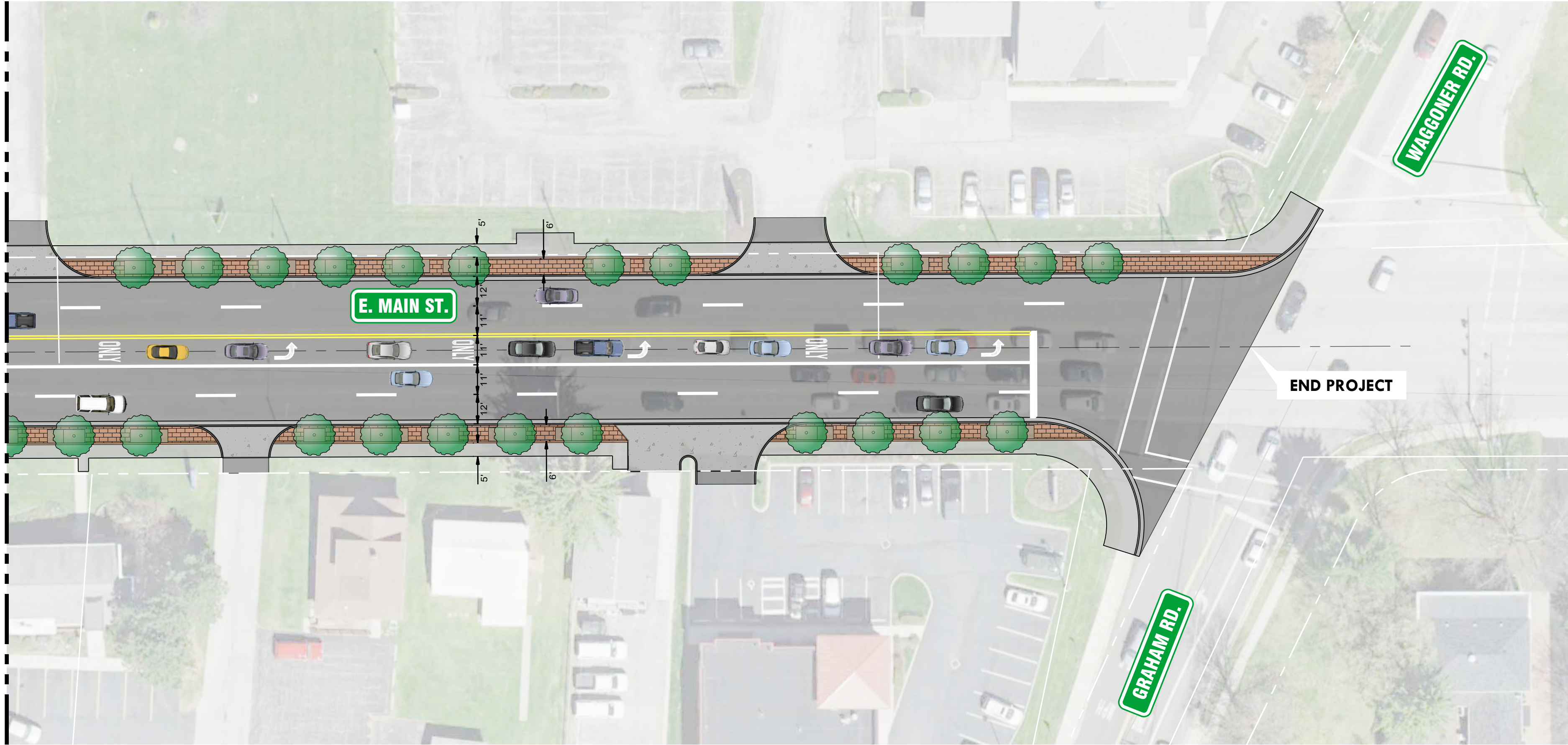
Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

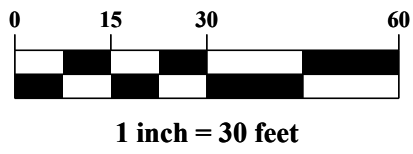
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MATCH LINE STATION SEE THIS SHEET



MATCH LINE STATION SEE THIS SHEET

GRAPHIC SCALE



REVISIONS		
MARK	DATE	DESCRIPTION



CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
**EAST MAIN STREET
PHASE 2**

DATE	JULY 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH						
1	201	Clearing and Grubbing	1	L.S.	\$30,000.00	\$30,000.00
2	202	Existing Curb Removed	2,200	L.F.	\$10.00	\$22,000.00
3	202	Existing Driveway Approach Removed	900	S.Y.	\$20.00	\$18,000.00
4	202	Existing Pavement Removed	1,300	S.Y.	\$20.00	\$26,000.00
5	253	Full Depth Pavement Repair	2,000	S.Y.	\$120.00	\$240,000.00
6	259	Driveway Permanent Pavement Replacement, Type 3A	100	C.Y.	\$650.00	\$65,000.00
7	259	Driveway Permanent Pavement Replacement, T=8-in Type 3B	100	C.Y.	\$750.00	\$75,000.00
8	452	Commercial Concrete Drive Approach, Class MS, Per R-11 (T=8-in)	700	S.Y.	\$100.00	\$70,000.00
9	605	4-in Underdrain	3,000	L.F.	\$7.50	\$22,500.00
10	609	Combination Curb and Gutter	2,700	L.F.	\$30.00	\$81,000.00
11	609	Curb, Straight 18-in	730	L.F.	\$35.00	\$25,550.00
12	653	Topsoil Furnished and Placed (T=3")	210	C.Y.	\$55.00	\$11,550.00
13	659	Seeding and Mulching	2,500	S.Y.	\$2.25	\$5,625.00
14	659*	Watering, Per Plan	1	L.S.	\$1,500.00	\$1,500.00
15	809	Fire Hydrant Relocated	4	Ea.	\$4,500.00	\$18,000.00
16	SPEC	COTA Bus Stop Enclosure Removed, Stored and Re-Erected	1	L.S.	\$15,000.00	\$15,000.00
FULL DEPTH SUBTOTAL:						\$726,725.00
LESS THAN FULL DEPTH						
17	254	Pavement Planing, 3"	9,000	S.Y.	\$4.00	\$36,000.00
18	407	Tack Coat (0.1Gal / SY)	900	Gal.	\$5.00	\$4,500.00
19	441	Asphalt Concrete, Intermediate Course, Type 2, (448) PG 70-22M (T=1.75-in)	900	Tons	\$110.00	\$99,000.00
20	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 70-22M, (T=1.25-in)	640	Tons	\$100.00	\$64,000.00
21	630	Traffic Signage	1	L.S.	\$20,000.00	\$20,000.00
22	644	Pavement Marking/Striping	1	L.S.	\$25,000.00	\$25,000.00
LESS THAN FULL DEPTH SUBTOTAL:						\$248,500.00
STREET LIGHTING						
17	202	Demolition/Removal of Existing Street Lights/Wood Poles	1	L.S.	\$25,000.00	\$25,000.00
18	1001	Pull Box, Medium Duty, 13"x24"	12	Ea.	\$600.00	\$7,200.00
19	1001	Conduit, 2" Under Sidewalk	2,400	L.F.	\$17.00	\$40,800.00
20	1001*	Conduit, 2" Under Street Pavement	900	L.F.	\$21.00	\$18,900.00
21	1001	Foundation, Reinforced, 4'	24	Ea.	\$800.00	\$19,200.00
22	1001	Post Top Light Pole	24	Ea.	\$1,200.00	\$28,800.00
23	1001	Luminaire, LED, 240 Volt Post top	24	Ea.	\$1,000.00	\$24,000.00
24	1001	Pole to Be Wired, Complete, Anchor Base (Pedestal Base)	24	Ea.	\$400.00	\$9,600.00
25	1001	120/240V Ground Mounted Contol Site, Complete	2	Ea.	\$6,000.00	\$12,000.00
26	1001	Circuit Cable, Three #4 AWG, CU, 5kV	3,300	Ckt. Ft.	\$4.00	\$13,200.00
STREET LIGHTING SUBTOTAL:						\$198,700.00
STORM SEWER						
27	202	Existing Pipe Removed (12-in - 36-in)	1,200	L.F.	\$20.00	\$24,000.00
28	202	Existing Storm Structure Removed	18	Ea.	\$650.00	\$11,700.00
29	604	Curb and Gutter Inlet	18	Ea.	\$2,750.00	\$49,500.00
30	604	Manhole, Type C	10	Ea.	\$5,000.00	\$50,000.00
31	604*	Manhole, Reconstructed to Grade	6	Ea.	\$3,000.00	\$18,000.00
32	604*	Manhole, Adjust to Grade	2	Ea.	\$250.00	\$500.00
33	604	Cleanout	5	Ea.	\$250.00	\$1,250.00
34	901*	12-in Storm Sewer with Type 1 Bedding and Type A Backfill	750	L.F.	\$90.00	\$67,500.00
35	901	18-in Storm Sewer with Type 1 Bedding and Type A Backfill	300	L.F.	\$110.00	\$33,000.00
36	901	24-in Storm Sewer with Type 1 Bedding and Type A Backfill	400	L.F.	\$125.00	\$50,000.00
37	901	36-in Storm Sewer with Type 1 Bedding and Type A Backfill	650	L.F.	\$175.00	\$113,750.00
38	Spec.	Bioretention Basins	1	L.S.	\$100,000.00	\$100,000.00
STORM SEWER SUBTOTAL:						\$519,200.00
SIDEWALK						
39	202	Concrete Curb Ramps, Removed	6	Ea.	\$1,500.00	\$9,000.00
40	202	Concrete Sidewalk, Removed	8,800	S.F.	\$10.00	\$88,000.00
41	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class S, Buff Wash	15,600	S.F.	\$8.00	\$124,800.00
42	608	Detectable Warning System, 2-ft x 5-ft, Type E, Red (Per Columbus SS 1551)	12	Ea.	\$250.00	\$3,000.00
43	SPEC	Retaining Wall	600	S.F.	\$75.00	\$45,000.00
44	SPEC	Existing Steps Repaired/Replaced	1	L.S.	\$25,000.00	\$25,000.00
SIDEWALK SUBTOTAL:						\$294,800.00

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
GENERAL ITEMS						
45	207	Sedimentation and Erosion Control	1	L.S.	\$20,000.00	\$20,000.00
46	207*	Construction Seeding and Mulching	2,000	S.Y.	\$1.00	\$2,000.00
47	614	Maintaining Traffic	1	L.S.	\$100,000.00	\$100,000.00
48	615*	Temporary Pavement	250	S.Y.	\$65.00	\$16,250.00
49	632	Construction Layout Staking	1	L.S.	\$20,000.00	\$20,000.00
50	SPEC	OPWC Project Sign	2	Ea.	\$1,750.00	\$3,500.00
GENERAL ITEMS SUBTOTAL:						\$161,750.00
						SUBTOTAL: \$2,149,675.00
						CONSTRUCTION CONTINGENCY AT 10%: \$214,968.00
						CONSTRUCTION TOTAL: \$2,364,643.00
						ENGINEERING FEES - FINAL DESIGN: \$214,968.00
						CONSTRUCTION INSPECTION: \$214,968.00
						RIGHT-OF-WAY / LAND ACQUISITION: \$110,000.00
						TOTAL PROJECT COST: \$2,904,579.00
Professional Engineer's Signature _____						

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

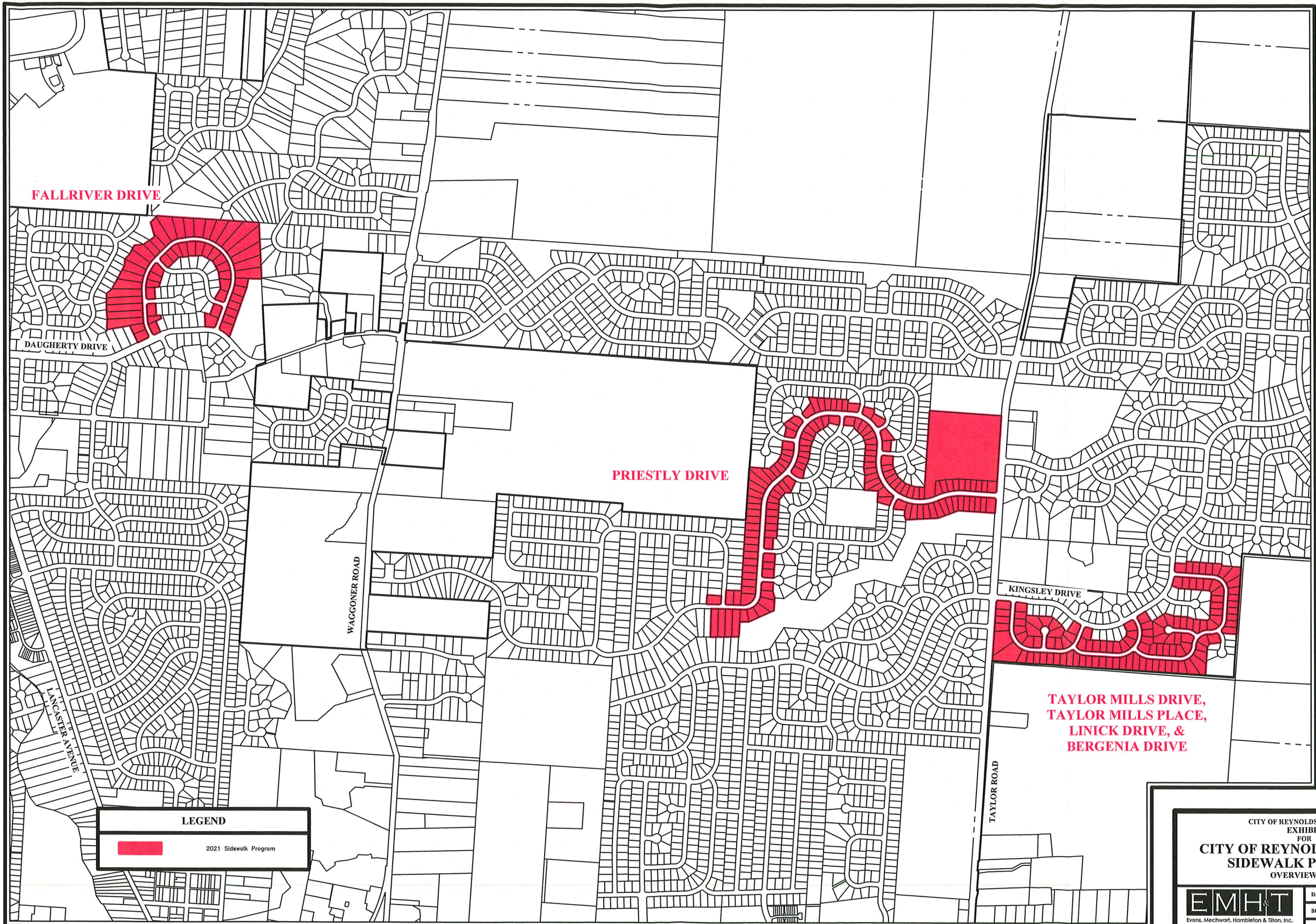
CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
July 13, 2020

ADDITIONAL BID 1

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
SIDEWALK						
A1-1	SPEC	Clay Brick Pavers - Pedestrian	8,500	S.F.	\$20.00	\$170,000
A1-2	SPEC	Limestone Bench	35	Ea.	\$1,000.00	\$35,000
A1-3	SPEC	Gateway Feature Column	3	Ea.	\$5,000.00	\$15,000
A1-4	SPEC	Paver Edge Restraint	3,500	L.F.	\$15.00	\$52,500
SIDEWALK SUBTOTAL:						\$272,500
SITE LANDSCAPING						
A1-5	661	Deciduous Tree	70	Ea.	\$700.00	\$49,000
A1-6	661	Ornamental Tree	8	Ea.	\$400.00	\$3,200
A1-7	661	Gl Plantings (Shrubs/grasses)	2,000	S.F.	\$8.00	\$16,000
A1-8	661	Groundcover	2,700	S.F.	\$5.00	\$13,500
A1-9	661	Perennials/Annuals	1	L.S.	\$2,000.00	\$2,000
A1-10	661	Planting Soil Mixture	200	C.Y.	\$60.00	\$12,000
A1-11	661	3" Shredded Hardwood Mulch	60	C.Y.	\$50.00	\$3,000
A1-12	661	Seeded Lawn Repair	1	L.S.	\$1,000.00	\$1,000
SITE LANDSCAPING SUBTOTAL:						\$99,700
SITE FURNISHINGS & AMENITIES						
A1-13	SPEC	Decorative Planter Fence	1,500	L.F.	\$75.00	\$112,500
A1-14	SPEC	Planter Pot - Large	32	Ea.	\$2,200.00	\$70,400
A1-15	SPEC	Planter Pot - Small	25	Ea.	\$1,500.00	\$37,500
A1-16	SPEC	Trash Receptacle	10	Ea.	\$2,000.00	\$20,000
A1-17	SPEC	Bike Racks	5	Ea.	\$5,000.00	\$25,000
SITE FURNISHINGS & AMENITIES SUBTOTAL:						\$265,400
SUBTOTAL:						\$637,600
CONSTRUCTION CONTINGENCY AT 10%:						\$63,760
CONSTRUCTION TOTAL:						\$701,360
ENGINEERING FEES - FINAL DESIGN:						\$63,760
CONSTRUCTION INSPECTION:						\$63,760
TOTAL PROJECT COST:						\$828,880

Professional Engineer's Signature

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Annual Sidewalk Maintenance



LEGEND

 2021 Sidewalk Program

CITY OF REYNOLDSBURG, OHIO
EXHIBIT
FOR
**CITY OF REYNOLDSBURG 2021
SIDEWALK PROGRAM
OVERVIEW MAP**

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3448
emht.com

DATE: FEBRUARY, 2021
SCALE: 1" = 1000'
JOB NO.: 20201190
SHEET

2021 SIDEWALK PROGRAM
PROPERTY SUMMARY

Address	Parcel ID	Estimated Assessment (Resident) Construction Cost	Total Estimated Construction Cost
1106 TAYLOR MILLS DR	013-027612-00.059	\$ 768.00	\$ 768.00
1110 TAYLOR MILLS DR	013-027612-00.053	\$ 264.00	\$ 264.00
1116 TAYLOR MILLS DR	013-027612-00.052	\$ 576.00	\$ 576.00
8724 LINICK DR	013-027588-00.311	\$ 384.00	\$ 384.00
8777 LINICK DR	013-027588-00.319	\$ 192.00	\$ 192.00
8789 LINICK DR	013-027588-00.095	\$ 88.00	\$ 88.00
1080 BERGENIA DR	013-027588-00.073	\$ 408.00	\$ 408.00
1125 BERGENIA DR	013-027588-00.338	\$ 176.00	\$ 176.00
1153 BERGENIA DR	013-027588-00.324	\$ 198.00	\$ 198.00
1157 BERGENIA DR	013-027588-00.323	\$ 384.00	\$ 384.00
1161 BERGENIA DR	013-027588-00.322	\$ 384.00	\$ 384.00
1171 BERGENIA DR	013-027588-00.320	\$ 198.00	\$ 198.00
8817 BERGENIA CT	013-027588-00.330	\$ 198.00	\$ 198.00
8828 BERGENIA CT	013-027588-00.333	\$ 264.00	\$ 264.00
8834 BERGENIA CT	013-027588-00.334	\$ 528.00	\$ 528.00

**2021 SIDEWALK PROGRAM
PROPERTY SUMMARY**

Address	Parcel ID	Estimated Assessment (Resident) Construction Cost	Total Estimated Construction Cost
787 TATRA CT	013-030180-00.015	\$ 308.00	\$ 308.00
8199 PRIESTLEY DR	060-003708	\$ 648.00	\$ 648.00
8250 PRIESTLEY DR	013-030186-00.423	\$ 220.00	\$ 220.00
8270 PRIESTLEY DR	013-030186-00.428	\$ 216.00	\$ 216.00
8274 PRIESTLEY DR	013-030186-00.429	\$ 176.00	\$ 176.00
8281 PRIESTLEY DR	013-030180-00.181	\$ 192.00	\$ 192.00
8334 PRIESTLEY DR	013-030180-00.136	\$ 176.00	\$ 176.00
8381 PRIESTLEY DR	013-030180-00.164	\$ 176.00	\$ 176.00
8431 PRIESTLEY DR	013-030180-00.087	\$ 264.00	\$ 264.00
8447 PRIESTLEY DR	013-030180-00.011	\$ 88.00	\$ 88.00
8467 PRIESTLEY DR	013-030180-00.006	\$ 176.00	\$ 176.00
8474 PRIESTLEY DR	013-030180-00.057	\$ 176.00	\$ 176.00
8475 PAPILLON AVE	013-030186-00.290	\$ 220.00	\$ 220.00
8476 PRIESTLEY DR	013-030180-00.058	\$ 88.00	\$ 88.00
8483 PRIESTLEY DR	013-030186-00.321	\$ 1,254.00	\$ 1,254.00
8486 PAPILLON AVE	013-030186-00.323	\$ 192.00	\$ 192.00
8502 PRIESTLEY DR	013-030186-00.325	\$ 368.00	\$ 368.00
8533 PRIESTLEY DR	013-030186-00.285	\$ 2,088.00	\$ 2,088.00
8539 PRIESTLEY DR	013-030186-00.284	\$ 600.00	\$ 600.00
8557 PRIESTLEY DR	013-030186-00.282	\$ 956.00	\$ 956.00
8558 PRIESTLEY DR	013-030186-00.330	\$ 242.00	\$ 242.00
8563 PRIESTLEY DR	013-030186-00.281	\$ 88.00	\$ 88.00
8581 PRIESTLEY DR	013-030186-00.279	\$ 384.00	\$ 384.00
8582 PRIESTLEY DR	013-030186-00.333	\$ 240.00	\$ 240.00
8590 PRIESTLEY DR	013-030186-00.334	\$ 384.00	\$ 384.00
8609 PRIESTLEY DR	013-030186-00.275	\$ 1,176.00	\$ 1,176.00
981 HILTON DR	060-003789	\$ 432.00	\$ 432.00
303 FALLRIVER DR	060-008187	\$ 176.00	\$ 176.00
305 FALLRIVER DR	060-008186	\$ 176.00	\$ 176.00
334 FALLRIVER DR	060-008283	\$ 1,056.00	\$ 1,056.00
420 FALLRIVER DR	060-007363	\$ 176.00	\$ 176.00
444 FALLRIVER DR	060-007084	\$ 352.00	\$ 352.00
449 FALLRIVER DR	060-007079	\$ 440.00	\$ 440.00
466 FALLRIVER DR	060-007096	\$ 176.00	\$ 176.00
487 FALLRIVER DR	060-006749	\$ 384.00	\$ 384.00
490 FALLRIVER DR	060-006776	\$ 242.00	\$ 242.00
1060 TAYLOR MILLS DR	013-027612-00.041	\$ 472.00	\$ 472.00
1088 TAYLOR MILLS DR	013-027612-00.062	\$ 576.00	\$ 576.00
1095 TAYLOR MILLS DR	013-027612-00.034	\$ 1,104.00	\$ 1,104.00
1098 TAYLOR MILLS DR	013-027612-00.061	\$ 384.00	\$ 384.00
1103 TAYLOR MILLS DR	013-027612-00.032	\$ 88.00	\$ 88.00
1103 TAYLOR MILLS DR	013-027612-00.032	\$ 88.00	\$ 88.00

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Service and Transportation Committee****RE: Annual Agreement with EMH&T for GIS Support**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

Whereas; EMH&T has developed, updated and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services:

Whereas: EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2021:

Task 1: Hosting and Support

Task 2: Layer (shapefiles) Updates and Maintenance

Task 3: Mapping and Review

EMH&T's proposal for these services is \$38,000.00 (total appropriation) to be unappropriated from the following accounts accordingly:

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT AND APPROPRIATING FUNDS THEREFOR

WHEREAS: EMH&T has developed, updated, and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services; and

WHEREAS: EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2021: hosting and support, layer (shape files) updates and maintenance, and mapping and review.

WHEREAS: EMH&T's proposal for these services is \$38,000.00 to be unappropriated from the following accounts accordingly:

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T for GIS service maintenance and support.

SECTION 2. That to fund the project referred to in Section 1, an amount of \$38,000.00 be appropriated to the following accounts from the unappropriated General Fund:

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

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



Engineers, Surveyors, Planners, Scientists

February 2, 2021

Mr. William Dorman
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

Subject: East Main Street, Phase 2 (Jackson Street to Graham Road)
 Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the second phase of improvements to East Main Street. This project will extend the Phase 1 improvements from Jackson Street to the intersection of Graham Road/Waggoner Road. This improvement will include the following:

- Roadway resurfacing and spot full depth pavement repairs.
- Full Replacement of curb and sidewalks.
- Replacement of the 1930's era storm sewer with an upsized and improved storm sewer system. Storm improvements will incorporate rain gardens and/or other water quality features if necessary.
- Replacement and/or upgrading of the street lighting within the corridor with LED fixtures.
- Streetscape enhancements including tree planters, brick pavement, and retaining walls.

The anticipated construction cost for the improvements proposed is approximately \$3,066,000. A preliminary opinion of probable cost and a concept exhibit are attached to this proposal.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, landscape architecture, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey
 - a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
 - b. Right-of-Way Determination – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within East Main Street to verify that the designed improvements do not encroach on private property without easements or rights of entry.
 - c. EMH&T will prepare legal descriptions for necessary easements and/or right of way acquisition. This proposal assumes that approximately 4 legal descriptions will be prepared to support the improvements. If additional survey documentation becomes necessary through the course of design, additional fees may be requested.

2. Project Management

- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and monthly project coordination meetings throughout the design phase at various decision points or project milestone dates.
- b. We will develop a project schedule that corresponds to the OPWC requirement for bidding in March of 2022. EMH&T will update the schedule throughout the course of design to reflect current project status prior to each update meeting.
- c. EMH&T will manage subconsultant's schedules, coordinate their involvement in project meetings, and incorporate their work into the project plans and specifications. It is anticipated that subconsultants will be used for the following:
 - i. Geotechnical Services – GCI, Inc.
 - ii. Electrical Design – Bill Mess Engineering
 - iii. Streetscape Design – OHM
- d. Due to the amount of coordination that will be necessary with the local businesses, it is anticipated that the City would want to host one public information meeting. EMH&T will provide and distribute meeting notices, prepare project exhibits/plans for the meetings, and lead project discussions during the public information meeting.
- e. Staged submittals at the 30%, 60%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.

3. Geotechnical (GCI, Inc.)

- a. EMH&T will coordinate with GCI, Inc. to obtain approximately 8 pavement cores along the project corridor to characterize the existing pavement composition.
- b. GIC will provide a test report and a summary of geotechnical recommendations, which will be used by EMH&T to develop paving recommendations.

4. Roadway Plans and Specifications

- a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
- b. Roadway drawings will be prepared to show the horizontal layout of the roadway improvements. This will include the following:
 - i. Details to taper the roadway to a true 4-lane width from its current 57' width. The roadway will taper back to a 5-lane section to accommodate the existing left turn lane at the intersection with Graham and Waggoner Roads.
 - ii. Locations of sidewalk improvements and raingarden BMPs will be incorporated into the horizontal alignment of the roadway.
 - iii. Drive approach replacements, street medians, curb ramp improvements, and street light pole locations will be shown in the horizontal alignment.
- c. Since the roadway is being resurfaced, only minor adjustments to the profile grade will be made to the majority of the roadway. EMH&T will establish curb profile grades for both sides of the roadway. Minor adjustments will be made to enhance the flow of stormwater to the inlets. In a few isolated areas where the existing roadway drains very poorly, sections of full reconstruction with more substantial curb adjustments will be made to enhance drainage.
- d. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
- e. Roadway cross-sections will be prepared in 50-ft intervals.
- f. Typical roadway sections, plan details, supplemental project notes and specifications will

be prepared.

- g. Due to the amount of property/business owner coordination required for this improvement, it is anticipated that individual property owner exhibits will be developed to clearly show the improvements over an aerial photo background. These color renderings are easier to understand than a plan set and allow owners to see the improvements as they relate to existing site features. EMH&T will prepare these exhibits and participate in meetings with business owners to discuss the improvements and how the project will affect their access. It is anticipated that 6 meetings will be conducted.
5. Storm Sewer Plans
- a. EMH&T will review existing storm sewer records to identify current storm outfalls and locations of existing sewers within the project corridor.
 - b. We will assess the topography for the project corridor and adjoining parcels and develop a storm sewer tributary area map for the project.
 - c. Storm sewer calculations will be prepared using the rational method to size the proposed storm sewer replacement.
 - d. Stormwater quality calculations will be prepared to determine the required water quality volume and the tributary area map will be used to identify locations and sizing of rain gardens.
 - e. Storm sewer plan and profiles will be included in the plans.
 - f. EMH&T will coordinate the development of rain garden details and specifications.
6. Traffic and Lighting Plans
- a. Existing street lighting will be removed, and new foundations, conduits, and poles/luminaires will be installed in alternative locations. The final design will incorporate current illuminance standards and LED fixtures that match the fixtures being installed throughout the City.
 - b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
 - c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain two-way traffic during construction.
7. Streetscape Plans (OHM)
- a. EMH&T will consult with OHM for the design and specification of streetscape elements.
 - b. Their scope will include:
 - i. Brick paver zone and concrete buff wash walks
 - ii. Rain gardens and tree planters
 - iii. Curb ramps and sidewalk details
 - iv. Public benches
 - c. Streetscape plans will be submitted at the 60% and 100% design stage and will include:
 - i. Right of way demolition plans
 - ii. Streetscape layout plans
 - iii. Materials plans
 - iv. Sidewalk grading and drainage plans
 - v. Project specifications, section/elevation views and details.
 - d. OHM will participate in up to six project meetings and the public involvement meeting.
 - e. OHM will assist during bidding by responding to RFIs and assisting in the review of bids.
8. Permitting and Utility Coordination
- a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent

for the City to send to the Ohio EPA.

- b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether any conflicts exist between existing utilities and the City's proposed improvements.
 - i. It is assumed that we will send plans to the utility companies three times during design (30%, 60% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
 - ii. We anticipate holding two utility coordination meetings with affected private utility companies to assess impacts, develop utility relocation requirements, and coordinate project schedules.
9. Bidding Services
- a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
 - i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation
 - v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, landscape architecture, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding. If the City would like to incorporate streetscape design into this project, a separate proposal will be provided to define that scope and fee.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	\$21,710
Task 2: Project Management	\$9,700
Task 3: Geotechnical Engineering (Subconsultant – GCI)	10,000
Task 4: Roadway Plans and Specifications	\$83,810
Task 5: Storm Sewer Plans	\$22,610

February 2, 2021

Task 6: Traffic and Lighting Plans	\$40,155
Task 7: Streetscape Design	\$127,600
Task 8: Permitting and Utility Coordination	\$19,250
Task 9: Bidding Services	\$4,960
TOTAL FEE	\$339,795

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Enclosures

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

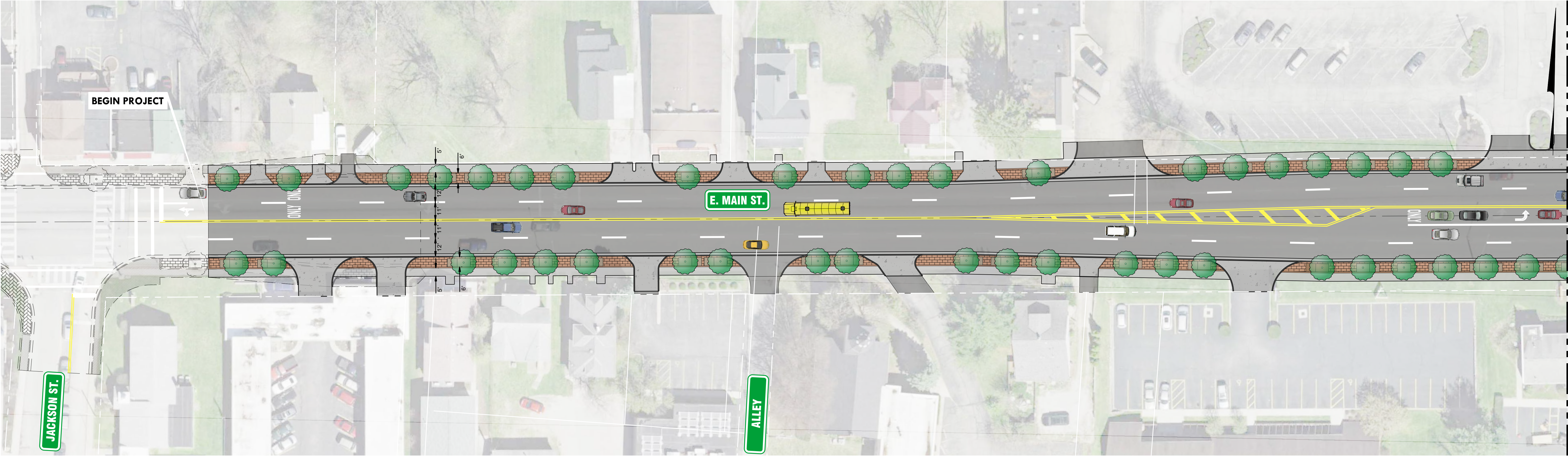
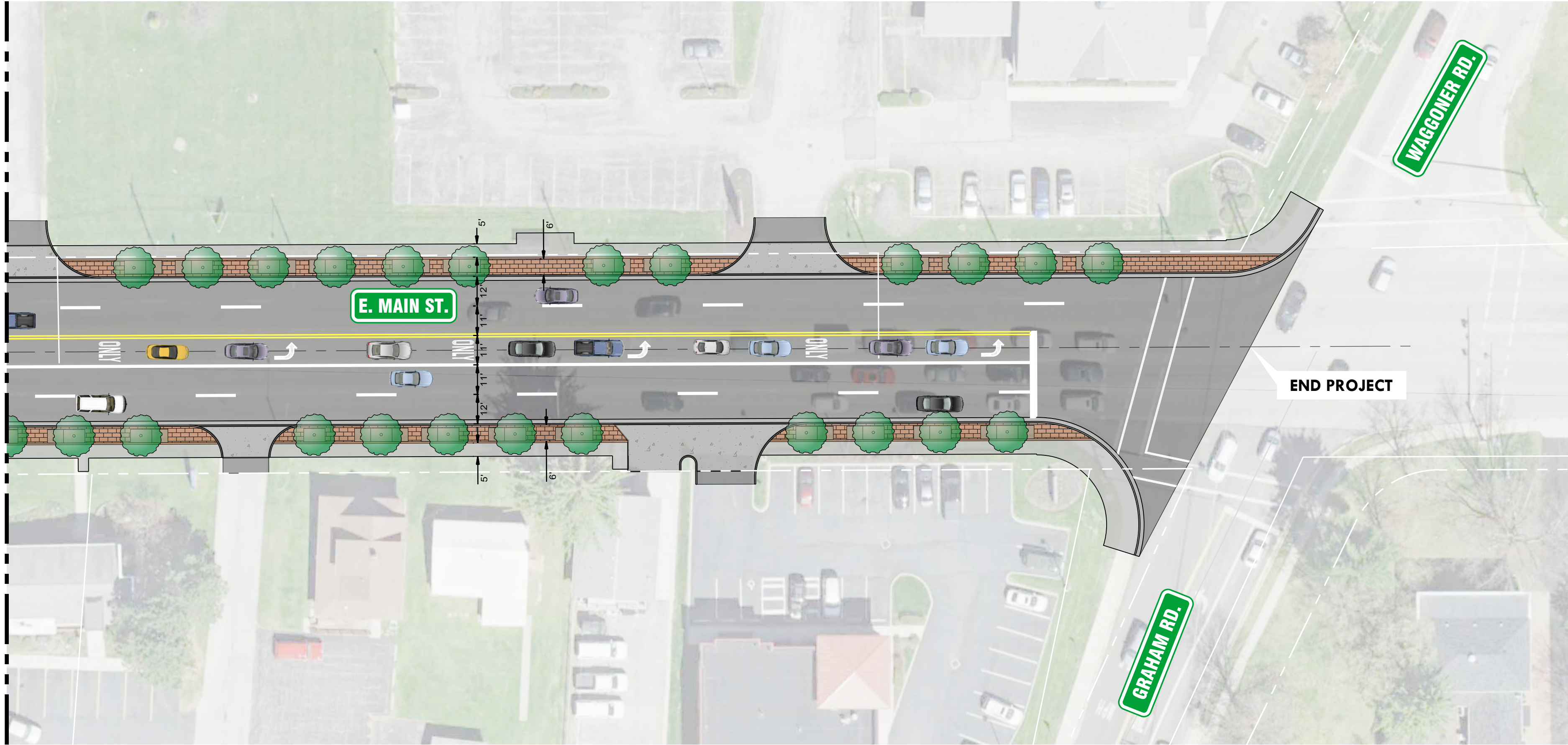
Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

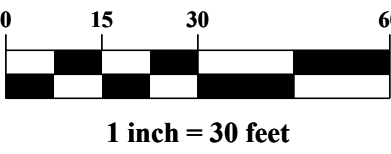
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MATCH LINE STATION SEE THIS SHEET



MATCH LINE STATION SEE THIS SHEET

GRAPHIC SCALE



REVISIONS		
MARK	DATE	DESCRIPTION

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Reynoldsburg

OHIO • 1839

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
EAST MAIN STREET
PHASE 2

DATE	JULY 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH						
1	201	Clearing and Grubbing	1	L.S.	\$30,000.00	\$30,000.00
2	202	Existing Curb Removed	2,200	L.F.	\$10.00	\$22,000.00
3	202	Existing Driveway Approach Removed	900	S.Y.	\$20.00	\$18,000.00
4	202	Existing Pavement Removed	1,300	S.Y.	\$20.00	\$26,000.00
5	253	Full Depth Pavement Repair	2,000	S.Y.	\$120.00	\$240,000.00
6	259	Driveway Permanent Pavement Replacement, Type 3A	100	C.Y.	\$650.00	\$65,000.00
7	259	Driveway Permanent Pavement Replacement, T=8-in Type 3B	100	C.Y.	\$750.00	\$75,000.00
8	452	Commercial Concrete Drive Approach, Class MS, Per R-11 (T=8-in)	700	S.Y.	\$100.00	\$70,000.00
9	605	4-in Underdrain	3,000	L.F.	\$7.50	\$22,500.00
10	609	Combination Curb and Gutter	2,700	L.F.	\$30.00	\$81,000.00
11	609	Curb, Straight 18-in	730	L.F.	\$35.00	\$25,550.00
12	653	Topsoil Furnished and Placed (T=3")	210	C.Y.	\$55.00	\$11,550.00
13	659	Seeding and Mulching	2,500	S.Y.	\$2.25	\$5,625.00
14	659*	Watering, Per Plan	1	L.S.	\$1,500.00	\$1,500.00
15	809	Fire Hydrant Relocated	4	Ea.	\$4,500.00	\$18,000.00
16	SPEC	COTA Bus Stop Enclosure Removed, Stored and Re-Erected	1	L.S.	\$15,000.00	\$15,000.00
FULL DEPTH SUBTOTAL:						\$726,725.00
LESS THAN FULL DEPTH						
17	254	Pavement Planing, 3"	9,000	S.Y.	\$4.00	\$36,000.00
18	407	Tack Coat (0.1 Gal / SY)	900	Gal.	\$5.00	\$4,500.00
19	441	Asphalt Concrete, Intermediate Course, Type 2, (448) PG 70-22M (T=1.75-in)	900	Tons	\$110.00	\$99,000.00
20	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 70-22M, (T=1.25-in)	640	Tons	\$100.00	\$64,000.00
21	630	Traffic Signage	1	L.S.	\$20,000.00	\$20,000.00
22	644	Pavement Marking/Striping	1	L.S.	\$25,000.00	\$25,000.00
LESS THAN FULL DEPTH SUBTOTAL:						\$248,500.00
STREET LIGHTING						
17	202	Demolition/Removal of Existing Street Lights/Wood Poles	1	L.S.	\$25,000.00	\$25,000.00
18	1001	Pull Box, Medium Duty, 13"x24"	12	Ea.	\$600.00	\$7,200.00
19	1001	Conduit, 2" Under Sidewalk	2,400	L.F.	\$17.00	\$40,800.00
20	1001*	Conduit, 2" Under Street Pavement	900	L.F.	\$21.00	\$18,900.00
21	1001	Foundation, Reinforced, 4'	24	Ea.	\$800.00	\$19,200.00
22	1001	Post Top Light Pole	24	Ea.	\$1,200.00	\$28,800.00
23	1001	Luminaire, LED, 240 Volt Post top	24	Ea.	\$1,000.00	\$24,000.00
24	1001	Pole to Be Wired, Complete, Anchor Base (Pedestal Base)	24	Ea.	\$400.00	\$9,600.00
25	1001	120/240V Ground Mounted Contol Site, Complete	2	Ea.	\$6,000.00	\$12,000.00
26	1001	Circuit Cable, Three #4 AWG, CU, 5kV	3,300	Ckt. Ft.	\$4.00	\$13,200.00
STREET LIGHTING SUBTOTAL:						\$198,700.00
STORM SEWER						
27	202	Existing Pipe Removed (12-in - 36-in)	1,200	L.F.	\$20.00	\$24,000.00
28	202	Existing Storm Structure Removed	18	Ea.	\$650.00	\$11,700.00
29	604	Curb and Gutter Inlet	18	Ea.	\$2,750.00	\$49,500.00
30	604	Manhole, Type C	10	Ea.	\$5,000.00	\$50,000.00
31	604*	Manhole, Reconstructed to Grade	6	Ea.	\$3,000.00	\$18,000.00
32	604*	Manhole, Adjust to Grade	2	Ea.	\$250.00	\$500.00
33	604	Cleanout	5	Ea.	\$250.00	\$1,250.00
34	901*	12-in Storm Sewer with Type 1 Bedding and Type A Backfill	750	L.F.	\$90.00	\$67,500.00
35	901	18-in Storm Sewer with Type 1 Bedding and Type A Backfill	300	L.F.	\$110.00	\$33,000.00
36	901	24-in Storm Sewer with Type 1 Bedding and Type A Backfill	400	L.F.	\$125.00	\$50,000.00
37	901	36-in Storm Sewer with Type 1 Bedding and Type A Backfill	650	L.F.	\$175.00	\$113,750.00
38	Spec.	Bioretention Basins	1	L.S.	\$100,000.00	\$100,000.00
STORM SEWER SUBTOTAL:						\$519,200.00
SIDEWALK						
39	202	Concrete Curb Ramps, Removed	6	Ea.	\$1,500.00	\$9,000.00
40	202	Concrete Sidewalk, Removed	8,800	S.F.	\$10.00	\$88,000.00
41	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class S, Buff Wash	15,600	S.F.	\$8.00	\$124,800.00
42	608	Detectable Warning System, 2-ft x 5-ft, Type E, Red (Per Columbus SS 1551)	12	Ea.	\$250.00	\$3,000.00
43	SPEC	Retaining Wall	600	S.F.	\$75.00	\$45,000.00
44	SPEC	Existing Steps Repaired/Replaced	1	L.S.	\$25,000.00	\$25,000.00
SIDEWALK SUBTOTAL:						\$294,800.00

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
GENERAL ITEMS						
45	207	Sedimentation and Erosion Control	1	L.S.	\$20,000.00	\$20,000.00
46	207*	Construction Seeding and Mulching	2,000	S.Y.	\$1.00	\$2,000.00
47	614	Maintaining Traffic	1	L.S.	\$100,000.00	\$100,000.00
48	615*	Temporary Pavement	250	S.Y.	\$65.00	\$16,250.00
49	632	Construction Layout Staking	1	L.S.	\$20,000.00	\$20,000.00
50	SPEC	OPWC Project Sign	2	Ea.	\$1,750.00	\$3,500.00
GENERAL ITEMS SUBTOTAL:						\$161,750.00
						SUBTOTAL: \$2,149,675.00
						CONSTRUCTION CONTINGENCY AT 10%: \$214,968.00
						CONSTRUCTION TOTAL: \$2,364,643.00
						ENGINEERING FEES - FINAL DESIGN: \$214,968.00
						CONSTRUCTION INSPECTION: \$214,968.00
						RIGHT-OF-WAY / LAND ACQUISITION: \$110,000.00
						TOTAL PROJECT COST: \$2,904,579.00
Professional Engineer's Signature _____						

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
July 13, 2020

ADDITIONAL BID 1

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
SIDEWALK						
A1-1	SPEC	Clay Brick Pavers - Pedestrian	8,500	S.F.	\$20.00	\$170,000
A1-2	SPEC	Limestone Bench	35	Ea.	\$1,000.00	\$35,000
A1-3	SPEC	Gateway Feature Column	3	Ea.	\$5,000.00	\$15,000
A1-4	SPEC	Paver Edge Restraint	3,500	L.F.	\$15.00	\$52,500
SIDEWALK SUBTOTAL:						\$272,500
SITE LANDSCAPING						
A1-5	661	Deciduous Tree	70	Ea.	\$700.00	\$49,000
A1-6	661	Ornamental Tree	8	Ea.	\$400.00	\$3,200
A1-7	661	Gl Plantings (Shrubs/grasses)	2,000	S.F.	\$8.00	\$16,000
A1-8	661	Groundcover	2,700	S.F.	\$5.00	\$13,500
A1-9	661	Perennials/Annuals	1	L.S.	\$2,000.00	\$2,000
A1-10	661	Planting Soil Mixture	200	C.Y.	\$60.00	\$12,000
A1-11	661	3" Shredded Hardwood Mulch	60	C.Y.	\$50.00	\$3,000
A1-12	661	Seeded Lawn Repair	1	L.S.	\$1,000.00	\$1,000
SITE LANDSCAPING SUBTOTAL:						\$99,700
SITE FURNISHINGS & AMENITIES						
A1-13	SPEC	Decorative Planter Fence	1,500	L.F.	\$75.00	\$112,500
A1-14	SPEC	Planter Pot - Large	32	Ea.	\$2,200.00	\$70,400
A1-15	SPEC	Planter Pot - Small	25	Ea.	\$1,500.00	\$37,500
A1-16	SPEC	Trash Receptacle	10	Ea.	\$2,000.00	\$20,000
A1-17	SPEC	Bike Racks	5	Ea.	\$5,000.00	\$25,000
SITE FURNISHINGS & AMENITIES SUBTOTAL:						\$265,400
SUBTOTAL:						\$637,600
CONSTRUCTION CONTINGENCY AT 10%:						\$63,760
CONSTRUCTION TOTAL:						\$701,360
ENGINEERING FEES - FINAL DESIGN:						\$63,760
CONSTRUCTION INSPECTION:						\$63,760
TOTAL PROJECT COST:						\$828,880

Professional Engineer's Signature

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for



Engineers, Surveyors, Planners, Scientists

February 15, 2021

Mr. William Dorman, Director
City of Reynoldsburg Public Service Department
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Proposal for 2021 GIS Services

Dear Mr. Dorman,

In continuation of our services for the City, EMH&T proposes to provide GIS Services for 2021. The services cover three distinct task areas which are summarized as follows and detailed in the remainder of this document:

- Task 1: Hosting and Support
- Task 2: Layer Updates and Maintenance
- Task 3: Mapping and Review

Scope of Services

Task 1: Hosting and Support

The Web GIS has proven itself to be mission critical for the City and has become central to operations and decision making. EMH&T will provide the necessary servers, storage, software, bandwidth and expertise to keep the Web GIS available and functioning.

This proposal is dependent on the City maintaining their support for the ArcGIS for Server (now renamed ArcGIS Enterprise) software with ESRI directly as well as maintaining the URL domain presence for the GIS. The availability of the hosted system is dependent on the availability of Amazon AWS resources which have proven to be very reliable. Downtime of the hosted systems due to AWS failures is beyond the control of EMH&T, but we will ensure that AWS charges are not issued during extended periods (1 day or more) of unavailability.

The City owns a city site license for the GIS software as well as all data within the GIS. However, special requests for system data outside of the available forms and reports may result in separate proposals for services.

Task 2: Layer Updates and Maintenance

This task relates to the on-going update and maintenance of the data layers powering the Web GIS system that is being hosted by EMH&T for the City and any web services GIS layers required for the City's other enterprise systems. There are now more than 25 layers included in the GIS.

Mr. William Dorman
Proposal for 2021 GIS Services

February 15, 2021

EMH&T proposes to maintain and update the layers through the calendar year. Work involved in this task will fall within the following two categories:

City Layers: EMH&T will perform updates necessary based on Council action or new construction. EMH&T will accomplish this work based on plans being provided by the City. Plans to utilize in updates would include development plans, annexations, zonings and plans for other projects that do not have associated GIS maintenance budget. Permit records will also be utilized for updates, as provided.

Base Map: Updated base information will be integrated into the City GIS layers as it is made available from the relevant County Auditor GIS's on a quarterly basis. Parcels will be reconfigured to included owner information as provided during the update from each County.

As information is updated it will be loaded and configured in the web GIS, while that is hosted by EMH&T.

Task 3: Mapping and Review

EMH&T will provide services for address, annexation and zoning map production. EMH&T will also provide Liquor Control Board review services.

Schedule

This agreement covers services for the 2021 calendar year.

Fee and Budget

EMH&T proposes to provide the above services for Thirty-Eight Thousand Dollars (\$38,000) including expenses and according to the following task breakdown:

Task	Description	Fee	Invoice Method
1	Hosting and Support	\$20,000	Lump sum, invoiced monthly
2	Layer Updates and Maintenance	\$15,000	Hourly, Not-to-exceed
3	Mapping and Review	\$3,000	Hourly, Not-to-exceed
Total		\$38,000	

Invoices will be submitted monthly based on progress.

Terms and Conditions of Professional Service

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you

Mr. William Dorman
Proposal for 2021 GIS Services

February 15, 2021

have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

We look forward to working with you in the successful completion of this project. If you should have any questions or require additional information, please do not hesitate to call me at (614) 775-4280 or email me at dmair@emht.com. If this description and estimated budget meets with your approval, please signify with your signature below.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Derek M. Mair, MISM
Director of Geospatial Solutions

Acceptance and Authorization

Authorized Signature:

Date:

Print Name:

Attachment: 2021 Geographic Information Systems (GIS) Proposal (EMH&T) (Agreement with EMH&T for GIS Support)

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Public Service and Transportation Committee**

RE: **Agreement with Franklin Soil & Water for 2021**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2021.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2021 and expires on December 31, 2021. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

1) Staff will provide watershed coordination assistance including:

- o In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed on the City of Reynoldsburg and enhance their positive contributions.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- o Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- o Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- o Provide assistance to residents as requested and appropriate.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA, AND DECLARING AN EMERGENCY

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of \$19,000.00.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the agreement in place as soon as possible; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone**

signature by the Mayor.



Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

2021 Intergovernmental Working Agreement with City of Reynoldsburg

This working agreement covers a reporting period starting January 1, 2021 and expires on December 31, 2021. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

Franklin Soil & Water will provide the following services for the City:

Watershed Coordination for Big Walnut Watershed

These items benefit the City's stormwater management permit compliance with public education and outreach, post construction and overall stormwater management program management.

Staff will provide watershed coordination assistance including:

- 1) In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed in the City of Reynoldsburg and enhance their positive contributions.
- 2) Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- 3) Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- 4) Assist with promoting Community Backyards and Rain Garden Cost Share including possibly a display at the Tomato Festival.
- 5) Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- 6) Process Water Quality Partner Pledges and provide information to the City of Reynoldsburg.
- 7) Provide assistance to residents as requested and appropriate.



- 8) Assist with compiling the Annual Report to Ohio EPA for 2020. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.
- 9) Provide an overview of permit requirements and guidance with updating stormwater management plan as needed.
- 10) As resources allow, review stormwater utility for opportunities and develop stormwater messaging for storm drains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:

Public Education and Outreach; Public Participation and Involvement

- 1) Provide newsletter articles and social media text to Keith Kundtz and William Dorman. Send conservation newsletters (print and email) to interested residents.
- 2) Contact 713 (7130/2/5) students K-12 through educational programs and materials. Education programs are targeted to stormwater and water quality. Work with City staff to increase contacts and programming within Reynoldsburg Schools.
- 3) Provide the City with Water Quality Partnership materials to reach out to City businesses. Franklin Soil and Water will provide program information, pledge form, draft press release and text for promoting the program and window clings for the City to use.
- 4) Support developer outreach through Franklin Soil and Water Conservation District. The City will receive recognition in our Urban Review Newsletter that goes out about three times a year, in advertising for webinars and stormwater roundtables about 5 times a year. We will be sure to provide the MS4 community with a progress report for their Annual Report.
- 5) Staff will implement community backyard conservation incentive program. Participating residents will attend a storm water education workshop or participate in an online presentation. For their participation they will be eligible to receive up to a \$50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to \$1,000.00 in reimbursements will be available to residents. This program will be promoted at one community workshop.
- 6) Promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses. This may include advertising, tours or public rain garden maintenance as well as \$500 in rebates provided in 2019 for rain garden cost share.

Minimum Control Measure No. 6:

Good Housekeeping

Provide a Good Housekeeping Workshop to City staff.



Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$19,000. Funds will be expended as needed to meet the grant agreement and support Soil and Water's current mission and goals.

A list of services provided will be maintained by Franklin Soil and Water. A biannual report shall be provided to the City that will include: Activities completed in that 6-month period; and comparison of services provided and services anticipated.

In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next year's grant will be adjusted accordingly to compensate for the previous year's numbers. Franklin Soil and Water reserves the right to request additional support for the current year if a request from the City is outside of this grant agreement and cannot be met with existing resources. If both parties agree that the amount of assistance provided is on target or close to target, the next year's grant will be calculated solely on anticipated assistance needed.

It is Mutually Agreed:

That Franklin Soil and Water is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

That the City and Franklin Soil and Water will meet when necessary to review and coordinate activities and programs related to working agreement.

That credit will be given jointly to Franklin Soil and Water and the City on products developed as part of this working agreement.

That this working agreement may be amended or terminated at any time by mutual consent of both parties, and that the agreement may be terminated by either party giving sixty (60) days notice in writing to the other.

SIGNATURES

The signatures below certify consent on the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

Signature	Title	Date
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CITY OF REYNOLDSBURG

Signature	Title	Date
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ESTIMATED COSTS FOR REYNOLDSBURG GRANT

ACTIVITY		Cost Estimate
Watershed Coordination		
Watershed Coordination Support	Provide support for watershed projects to benefit water quality, stream function and stormwater management in Reynoldsburg.	\$7,700
Stormwater Program Management Assistance	Under watershed coordinator duties provide assistance in complying with Ohio EPA permit and submitting Annual Report	\$2,500
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	\$300
Student Programming Contacts	Stormwater education programming provided to 713 students.	\$3,150
Water Quality Partnership	Provide program materials to Reynoldsburg and support to business completing pledges.	\$350
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	\$1,500
Community Backyards	Promote community backyards program within the City of Reynoldsburg, through website, press release, and social media. One workshop will also be organized and advertised in partnership with the City. (\$800 for rebates (plus \$200 carryover from 2020), \$600 for workshop and \$1200 for program administration)	\$2,600
Rain Garden Support	Support for rain garden promotion and maintenance. \$500 for rain garden cost share included from 2019.	\$500
MCM 6		
Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City of Reynoldsburg staff.	\$400
TOTAL		\$19,000

Attachment: Reynoldsburg_Working_Agreement_2021 (Agreement with Franklin Soil & Water for 2021)





Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **March 22, 2021**

TO: **Finance and Administration Committee**

RE: **Renew Gas Aggregation Contract**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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Every two years, the City has to renew its gas aggregation contract with Volunteer Energy. Service Director Dorman has reviewed that rates being offered by Volunteer Energy with current rates and they are still competitive.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT WITH VOLUNTEER
ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS FOR RETAIL
NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN
AGGREGATED GROUP**

WHEREAS, City Council, pursuant to § 4928.20 of the Ohio Revised Code, is authorized to aggregate eligible retail gas rates located within the municipal corporation and enter into service agreements for the sale and purchase of gas for those rates; and

WHEREAS, R. C. § 4928.20 permits City Council to exercise such authority on its own; and

WHEREAS, local aggregation provides an opportunity for eligible residential and small commercial consumers to participate collectively to acquire an alternate source of the gas commodity; and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, City Council hereby finds that it is in the interest of the City of Reynoldsburg and its residents to authorize local aggregation of eligible retail gas rates within the municipal corporation through an “opt out” aggregation model.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a Master Service Agreement with Volunteer Energy Services, Inc. for provision of the Retail Natural Gas Services for the Governmental Aggregation.

SECTION 2. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor

City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Finance and Administration Committee**

RE: **New World System Software 1 year maintenance contract**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Approve one year contract and appropriate \$10,000 from General Fund (110) to account number 110.584.5366 Computer Maintenance.

Financial needs of the City

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH TYLER TECHNOLOGIES FOR NEW WORLD SYSTEMS SOFTWARE
ANNUAL SERVICE, WAIVE COMPETITIVE BIDDING, APPROPRIATING FUNDS
THEREFOR, AND DECLARING AN EMERGENCY**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Tyler Technologies for Finance, Utility, Payroll and Building departments New World Systems Software maintenance.

City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 Phone**

SECTION 2: That an amount of \$10,000.00 be unappropriated from the General Fund (110) and appropriated to account number 110.584.5366 Computer Maintenance.

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

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the agreement in place as soon as possible; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 1/29/2010 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World Software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client: City of Reynoldsburg, OH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on 3/1/2021 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third-party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require performing remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group. If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

THIS IS NOT AN INVOICE



One Tyler Drive
Yamouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

3/11/2021

Reynoldsburg, OH
7232 E Main St
Reynoldsburg OH 43068-2014
United States

Cust# 50180

To Whom It May Concern:

Please allow this letter to confirm that your renewal rates are as followed. Additional billing obligations may be included in separate Proforma(s).

DESCRIPTION	CYCLE DATE	AMOUNT
New World Maintenance - Asset Management .NET	03/01/2021-02/28/2022	\$ 1,709.76
New World Maintenance - Automatic Meter Read Interface .NET	03/01/2021-02/28/2022	\$ 1,465.36
New World Maintenance - Bank Reconciliation .NET	03/01/2021-02/28/2022	\$ 1,220.96
New World Maintenance - ePayments	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - eSuite Base	03/01/2021-02/28/2022	\$ 3,175.12
New World Maintenance - eUtilities	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Finance Analytics .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Financial Management Base Suite .NET	03/01/2021-02/28/2022	\$ 10,984.48
New World Maintenance - HR/Payroll Analytics .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Human Resources Mgt. Base Suite .NET	03/01/2021-02/28/2022	\$ 8,792.16
New World Maintenance - Meter and Device Inventory .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Position Budgeting .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Purchasing Base .NET	03/01/2021-02/28/2022	\$ 3,175.12
New World Maintenance - Service Order Processing .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Site License	03/01/2021-02/28/2022	\$ 5,128.24
New World Maintenance - Utility Management Analytics .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Water / Sewer / Refuse Base .NET	03/01/2021-02/28/2022	\$ 7,326.80
New World Maintenance - Parcel Management	03/01/2021-02/28/2022	\$ 552.24
New World Maintenance - Code Enforcement	03/01/2021-02/28/2022	\$ 458.64
New World Maintenance - Community GIS Integration	03/01/2021-02/28/2022	\$ 208.00
New World Maintenance - Licensing (Animal, Business, Contractor)	03/01/2021-02/28/2022	\$ 918.32
New World Maintenance - Municipal Inspections	03/01/2021-02/28/2022	\$ 918.32
New World Maintenance - myMobility Server	03/01/2021-02/28/2022	\$ 2,085.20
New World Maintenance - myInspections Unlimited Users	03/01/2021-02/28/2022	\$ 458.64
New World Maintenance - Request for Services Tracking	03/01/2021-02/28/2022	\$ 458.64
New World Maintenance - Project Planning	03/01/2021-02/28/2022	\$ 445.12
New World Maintenance - CD Analytics	03/01/2021-02/28/2022	\$ 214.24

Remittance
Tyler Technologies, Inc. (FEIN 75-2303920)
PO Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies – ERP Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Attachment: Tyler Tech (Computer Annual Maintenance Contract)

DESCRIPTION	CYCLE DATE	AMOUNT
New World Maintenance - CD Dashboard	03/01/2021-02/28/2022	\$ 408.72
New World Maintenance - User License to Site License	03/01/2021-02/28/2022	\$ 1,684.80
New World Maintenance - Time & Attendance Interface .NET	03/01/2021-02/28/2022	\$ 374.40
New World Maintenance - CD Standard Users	03/01/2021-02/28/2022	\$ -
New World Maintenance - Decision Support Base Datamart	03/01/2021-02/28/2022	\$ -
New World Maintenance - Permits	03/01/2021-02/28/2022	\$ 689.52

Attachment: Tyler Tech (Computer Annual Maintenance Contract)

*Applicable taxes not included

Total: \$ 68,486.08

Remittance
Tyler Technologies, Inc. (FEIN 75-2303920)
PO Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies – ERP Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: March 22, 2021**TO: Finance and Administration Committee****RE: Purchase of Real Property 7221 East Main Street**

Approval:

Pending Joe Begeny	Pending Chris Shook	Pending Stephen Cicak
-----------------------	------------------------	--------------------------

Emergency/Suspension: Emergency

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

This legislation is to authorize the purchase of the property located at 7221 E. Main Street, Reynoldsburg Ohio from the Nance Family LLC.

Request is to authorize the appropriation of \$2,000.000.00 from the unappropriated Capital Improvements Fund (410).

Statement of necessity for Emergency passage: to acquire the property timely at the agreed upon price.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

WHEREAS, The City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City, and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose, and

WHEREAS, Both Ohio Revised Code Section 715.21 and The Charter of the City of Reynoldsburg allow the City to acquire real property.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized and directed to purchase the real property located at 7221 East Main Street, Reynoldsburg, Ohio 43068, Franklin County, Ohio Parcel Numbers 060-000954, 060-000955, 060-000959, and 060-000992.

Section 2. The legal description attached as Exhibit “A” shall be incorporated by reference.

Section 3. The consideration to be paid for the property is two million dollars (\$2,000,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee’s Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances and taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 4. The purchase price in connection with the property acquisition to be paid by the

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

City after acquiring the property is hereby appropriated from the Unappropriated Capital Improvements Fund (410) to Account No. . Funds will be reimbursed upon resale of the property.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY.

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Section 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property is hereby appropriated from the Unappropriated Capital Improvements Fund (410) to Account No. _____. Funds will be reimbursed upon resale of the property.

Section 5. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

Section 6. In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

Section 7. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to acquire the property timely at the agreed upon price. This ordinance shall take effect immediately upon the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the “Contract”) is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** (“Buyer”) and (ii) **Nance Family LLC**, an Ohio limited liability company (“Seller”; Buyer and Seller sometimes referred to individually as a "Party" or collectively as the “Parties”).

Preliminary Statements

A. Seller is the owner of four (4) Franklin County, Ohio Parcel Numbers 060-000954, 060-000955, 060-000959, and 060-000992 commonly known as 7221 East Main Street, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 1.63 acre tract improved with a single- story commercial building, together with all improvements thereon, and all easements and other rights and privileges appurtenant thereto (hereinafter “the Property”).

B. Seller desires to (i) sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.

C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million Dollars (\$2,000,000.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

a. Earnest Money Deposit. Upon execution of this Contract, on the Effective Date (Article 12 (h)), Buyer shall deposit with the Title Company to be determined by the Buyer (the “Holder”) earnest money of \$25,000 (“the Deposit”). The Deposit shall be non-refundable (?), unless Seller, at Seller’s sole discretion, agrees in writing to a return of The Deposit. Liquidated damages.

In the event title company requires the parties to execute an addendum or other agreement with respect to the title company serving as Holder, then the parties agree to execute such addendum or other agreement.

- i. Holder (Define "Holder" – Is this the title company?) shall maintain the earnest money until one of the following occurs:

- (i) The Transaction closes, at which time Holder shall disburse the earnest money to the closing agent or pursuant to the terms of the contract;
- (ii) The Seller directs the Holder, pursuant to written instructions signed by Seller, how the Deposit is to be disbursed.

The return of the Deposit shall in no way prejudice the rights of the Seller, Buyer or Broker in any action for damages or specific performance.

Article 2: Closing; Possession; Condition of Property.

a. Closing. Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, but shall be no later than June 15, 2021 (What is the purpose of this date?), or Seller may terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter..

b. Possession. Buyer shall be entitled to possession of the Property at the Closing.

c. Condition. The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

Article 3: Inspection of the Property.

a. Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Seller harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representatives actions while inspecting the Property. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

a. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

- i. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.
- ii. General Due Diligence. Within thirty (30) days (Can we change this to 45 days?) after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.
- iii. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

b. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency. If we do not satisfy the contingency, the Earnest Money should be returned.

Article 6: Title and Survey.

a. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Buyer, at Buyer's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.

b. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property ~~and New Parcel~~, in form and content acceptable to Buyer (the "Survey").

c. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").

In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to (i) waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property.~~[mjed1]~~

d. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).

e. Title Commitment, Title Policy and Survey Premium and Fees. Buyer shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

a. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

b. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

c. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

a. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:

(i) Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed. At Seller's discretion, Seller may include in the Deed a prohibition against Seller using the Property for a cellular phone tower or post office (the "Deed Restrictions"). (Are these necessary?)

(ii) Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title ins

and specifically incorporating the Seller's Warranties contained in Article 10 herein.

(iii) Authority. One or more certificates of Seller regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.

(iv) Documents. Originals, as available, or copies of all contracts relating to the Property.

(v) Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.

(vi) ~~Assignment and Assumption. An Assignment and Assumption of Leases and Security Deposits, in the form of Exhibit D, attached hereto and incorporated herein.~~

(vii) Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non- foreign person certificate [§1445, IRC, FIRPTA], if required.

b. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:

(i) Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.

(ii) Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

a. Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

b. Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction

by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released

have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to such governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

a Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

- (i) There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;
- (ii) There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease ~~(other than the Leases)~~ or other right relating to the use or possession of the Property, or any part thereof;
- (iii) Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring correction of any condition with respect to the Property or any part thereof;
- (iv) Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
- (v) Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;
- (vi) On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
- (vii) There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
- (viii) Seller has full power and authority to enter into and fully perform and comply with the terms of this Contract. Neither the execution and delivery of this

Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;

- (ix) To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;
- (x) Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will effect the Property;
- (xi) Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
- (xii) To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
- (xiii) Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
- (xiv) Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and
- (xv) Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.

At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

b. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(a)(i)-(xv), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing.

Article 12: General and Miscellaneous Provisions.

a. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: ~~Brad McCloud~~ Joe Begeny, Mayor

Seller:

Nance Family LLC
2000 West Henderson Road Suite 500,
Columbus, Ohio 43220
ATTN: William N. Hadler, Manager/Partner

With a copy to:

~~Timothy G. Madison~~
~~Madison & Rosan,~~
~~LLP 39 East~~
~~Whittier Street~~ Chris
Shook
7232 E. Main Street
Columbus Reynoldsburg
Ohio
~~43206~~ 43068

b. William N. Hadler, Manager and Member of the Nance Family LLC is also a Licensed Real Estate Broker in the State of Ohio, and is Chairman, CEO and Broker of Hadler Realty Co., an Ohio Corporation.

c. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.

d. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.

e. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives,

successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.

f. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

g. Real Estate Brokerage Commission. The Seller represents that no real estate broker or other Person has been employed for compensation to represent it in this transaction, except Hadler Realty Co., representing the Seller. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party. Seller is responsible for any brokerage fees to Hadler Realty.

h. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

i. Time. Time is of the essence with respect to the performance of each provision of this Contract. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be provided to the Seller.

delivered to Seller.

j. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that: (i) Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange, (ii) under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder, (iii) neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code, (iv) each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange and (v) Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

l. Defaults and Remedies.

- Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.

- Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief. [mjd3]

m. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

n. Offer & Acceptance. This Contract shall be open for ~~Buyer's-Seller's~~ acceptance until 5:00

p.m. on the ~~tenth-third~~ (10th3rd) business day after ~~Seller-Buyer~~ has delivered this Contract to ~~BuyerSeller~~.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:

City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:

City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:

Nance Family LLC,
an Ohio limited liability company

By: _____

Its: _____

Date: _____

Exhibit A



City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Finance and Administration Committee****RE: Purchase of Real Property - 7332 East Main Street**

Approval:

Pending Joe Begeny	Pending Chris Shook	Pending Stephen Cicak
-----------------------	------------------------	--------------------------

Emergency/Suspension: Emergency

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

This legislation is to authorize the purchase of the property located at 7332 E. Main Street, Reynoldsburg Ohio from Jack Sun and Leshan Sun.

Request is to authorize the appropriation of \$620,000.00 from the unappropriated Capital Improvements Fund (410).

Statement of necessity for Emergency passage: to acquire the property timely at the agreed upon price.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

WHEREAS, The City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City, and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose, and

WHEREAS, Both Ohio Revised Code Section 715.21 and The Charter of the City of Reynoldsburg allow the City to acquire real property.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized and directed to purchase the real property located at 7332 East Main Street, Reynoldsburg, Ohio 43068, Franklin County, Ohio Parcel Numbers 060-000134, 060-000090, 060-000200, and 060-000218.

Section 2. The legal description attached as Exhibit “A” shall be incorporated by reference.

Section 3. The consideration to be paid for the property is Six Hundred Twenty Thousand dollars (\$620,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee’s Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances and taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property is hereby appropriated from the Unappropriated Capital Improvements Fund (410) to Account No. . Funds will be reimbursed upon resale of the property.

Section 5. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

Section 6. In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

Section 7. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City.

The reason for such necessity is to acquire the property timely at the agreed upon price. This ordinance shall take effect immediately upon the signature of the Mayor.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY.

WHEREAS, The City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City, and

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose, and

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The reason for such necessity is to acquire the property timely at the agreed upon price. This ordinance shall take effect immediately upon the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(g)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Jack Sun and Leshan Sun**, husband and wife ("Sellers"); Buyer and Sellers sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

A. Sellers is the owner of Franklin County, Ohio Parcel Numbers 060-000134, 060-000090, 060-000200, and 060-000218, commonly known as 7332 East Main Street, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 0.45 acre tract improved with a Fast Food/Drive-In Restaurant, together with all improvements thereon, and all easements, leases and other rights and privileges appurtenant thereto (hereinafter "the Property").

B. Sellers desire to (i) sell and convey the Property (as is approximately shown on Exhibit B, attached hereto and incorporated herein, together with all improvements thereon, and all easements, leases and other rights and privileges appurtenant thereto) to Buyer upon the terms and conditions hereinafter set forth.

C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Sellers for the Property shall be Six Hundred Twenty Thousand Dollars (\$620,000.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

Article 2: Closing; Possession; Condition of Property.

a. Closing. Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Sellers.

b. Possession. Buyer shall be entitled to possession of the Property at the Closing.

c. Condition. The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

Article 3: Inspection of the Property

Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Sellers harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representatives actions while inspecting the Property. Buyer shall provide Sellers forty-eight (48) hour advance notice to Sellers before entering the Property

Article 4: Delivery of Sellers's Information.

Within five (5) business days after the Effective Date, Sellers shall deliver to Buyer the following: copies of any title insurance policies; surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Sellers from governmental entities; and all other pertinent reports and information related to the Property which are in Sellers's or Sellers's agents possession or which can be reasonably obtained at no additional cost to Sellers. Sellers agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

a Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

(i) Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.

(ii) General Due Diligence. Within forty-five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the Leases; zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.

(iii) Governmental Approval. Within forty-five (45) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

b. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Sellers written notice of such termination within the time period specified herein. If Buyer should fail to give to Sellers such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

- a. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Sellers, at Sellers's sole expense, shall order and obtain from Chicago Title Company (the "Title Company") and deliver to Buyer its commitment for the issuance of an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Sellers free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, leases, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.
- b. Objections to Title. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment. If the Title Commitment shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Sellers written notice specifying the specific objection (the "Buyer's Objection").

In the event Buyer should timely notify Sellers of any such Buyer's Objection, Sellers shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Sellers do not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to (i) waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Sellers' and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Sellers shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Sellers at the Closing in order to remove the lien or encumbrance from title to the Property.

- c. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Sellers' election, the Deed Restrictions (as hereinafter defined).

- d. Title Commitment, Title Policy and Survey Premium and Fees. Sellers shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

a. Conveyance, Recording and Escrow Fees. Sellers shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

b. Real Estate Taxes and Assessments. At Closing, Sellers shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing. At Closing and based on the Purchase Price, Sellers also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

c. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

a. Instruments to be Delivered by Sellers. At the Closing, Sellers shall execute and deliver to Buyer and/or the Title Company the following instruments:

(i) Deed. A recordable general warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Sellers, as the case may be, in the Deed.

(ii) Sellers's Affidavit. A sellers' affidavit given by Sellers to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Sellers's Warranties contained in Article 10 herein.

(iii) Authority. One or more certificates of Sellers regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Sellers.

(iv) Documents. Originals, as available, or copies of all contracts relating to the Property.

(v) Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Sellers.

(vi) Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§ 045(e), IRC], and a non-foreign person certificate [§ 445, IRC, FIRPTA], if required.

b. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Sellers and/or the Title Company the following instruments:

(vii) Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.

(viii) Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

a Risk of Loss or Damage. Notwithstanding Buyer's obligations, Sellers shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Sellers shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Sellers written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or (ii) to terminate this Contract by giving to Sellers written notice of such termination. The election of Buyer shall be exercised by written notice given to Sellers within twenty (20) days after receipt of notice of such event from Sellers. The failure by Buyer to so notify Sellers shall constitute an election to proceed with the transaction.

b Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Sellers of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Sellers shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Sellers written notice that all of Buyer's contingencies of the transaction to be released have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to such governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Sellers and Sellers shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Sellers written notice of such termination. The election of Buyer shall be exercised by written notice given to Sellers within twenty (20) days after Sellers has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Sellers shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

a Sellers' Representations. Sellers represent and warrant the following as of the Effective Date which said representations and warranties shall survive the Closing:

(i) There is no action proceeding, threatened or investigation pending or threatened against Sellers relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Sellers does not know of any basis for any such action, proceeding or investigation;

(ii) There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;

(iii) Sellers have not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring correction of any condition with respect to the Property or any part thereof;

(iv) Sellers have not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;

(v) Sellers have not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;

(vi) On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;

(vii) There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;

(viii) Sellers have full power and authority to enter into and fully perform and comply with the terms of this Contract. Neither the execution and delivery of this Contract nor its performance by Sellers will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Sellers is a party or by which Sellers are bound;

(ix) To the best of Sellers' knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Sellers have not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;

(x) Sellers will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Sellers contained herein nor will Sellers enter into any leases which will affect the Property;

(xi) Neither the execution and delivery of this Contract nor its performance by Sellers will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Sellers are a party or by which Sellers are bound;

(xii) To Sellers' knowledge, Sellers are not under any legal disability which would impede or void any of Sellers's contractual obligations nor is Sellers a debtor in any proceeding under the bankruptcy laws of the United States;

(xiii) Sellers have and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;

(xiv) Sellers have not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and

(xv) Sellers shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.

At Closing, Sellers shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

b. Sellers's Indemnification. Sellers agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Sellers Representations contained in Article 10(a)(i)-(xv), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing.

Article 12: General and Miscellaneous Provisions.

a. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: Joe Begeny, Mayor

Sellers:
Jack Sun and Leshan Sun
642 River Trace,
Westerville, Ohio 43081

With a copy to:
Chris Shook, Esq.
City Attorney
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

b. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Sellers and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument.

c. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.

d. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Sellers' prior written consent (and upon written notice to Sellers and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Sellers hereby further agree to accept all required performance under this Contract from Buyer's nominee and to render Sellers' performance of all of Sellers' obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Sellers may assign their rights in this Contract with the prior approval of Buyer.

e. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

f. Real Estate Brokerage Commission. The Parties represent that no real estate broker or other Person has been employed for compensation by either Party to represent it in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.

g Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and (iii) "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

h Time. Time is of the essence with respect to the performance of each provision of this Contract.

i Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Sellers, be promptly delivered to Sellers.

j Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Sellers, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that: (i) Sellers or Buyer shall not be required to take title to any property in order to effectuate such exchange, (ii) under no circumstance shall Sellers be required to postpone or refrain from receiving any of the Purchase Proceeds due Sellers hereunder, (iii) neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code, (iv) each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Sellers as the case may be, in connection with the provisions of this §12(j) or any such exchange and (v) Buyer and/or Sellers as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

k Defaults and Remedies.

(i) Default by Sellers. If this transaction is not closed because of Sellers' failure to perform hereunder (through no fault of Buyer), or Sellers fail to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Sellers for legal or equitable relief.

(ii) Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Sellers), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Sellers may bring any action against Buyer for legal or equitable relief not to exceed Ten Thousand Dollars (\$10,000.00).

l Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

m Offer & Acceptance. This Contract shall be open for Sellers' acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Sellers.

Signatures Appear on the Following Page

Attachment: Happy Dragon Purchase Agreement (Purchase of Real Property - 7332 East Main Street)

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:

City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:

City of Reynoldsburg – City Attorney

By: _____

Date: _____

Sellers:

Jack Sun and Leshan Sun,
Husband and Wife

Jack Sun: _____

Leshan Sun: _____

Date: _____

Date: _____



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000134-00

SUN JACK

Map Routing: 060-N082 -122-00

7332 E MAIN ST

1 of 1

BOR NOTICE

Did you know you can impact the value of your property? If you feel that the appraised value of your property does not accurately reflect its true value, you may file a complaint with the Board of Revision (BOR) through March 31, 2021. To learn more about the BOR please visit:
<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

OWNER

Owner SUN JACK
 SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description 7332 E MAIN STREET
 JOHNSON
 68'X60' SW COR LT 2
 Calculated Acres .09
 Legal Acres 0

Tax Bill Mailing [View or Change on the Treasurer's Website](#)
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#)[Print Parcel Summary](#)

- Actions
- [Neighborhood Sales](#)
 - [Proximity Search](#)
 - [Printable Version](#)
 - [Custom Report Builder](#)

Reports

[Proximity Report](#)
[Map Report](#)
[Parcel Summary](#)
[Parcel Detail](#)

Go

MOST RECENT TRANSFER

Transfer Date SEP-28-2005
 Transfer Price \$315,000
 Instrument Type GW
 Parcel Count 4

2020 TAX STATUS

Property Class C - Commercial
 Land Use 435 - FAST FOOD/DRIVE-IN RESTAURANT
 Tax District 060 - CITY OF REYNOLDSBURG
 School District 2509 - REYNOLDSBURG CSD [SD Income Tax]
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	15,000	197,200	212,200
TIF			
Exempt			
Total	15,000	197,200	212,200
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000218-00

SUN JACK

Map Routing: 060-N082 -123-00

E MAIN ST

1 of 1

BOR NOTICE

Did you know you can impact the value of your property? If you feel that the appraised value of your property does not accurately reflect its true value, you may file a complaint with the Board of Revision (BOR) through March 31, 2021. To learn more about the BOR please visit:
<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

Actions

- Neighborhood Sales
- Proximity Search
- Printable Version
- Custom Report Builder

Reports

- Proximity Report
- Map Report
- Parcel Summary
- Parcel Detail

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OWNER

Owner **SUN JACK**
SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description MAIN ST
 22X60FT
 L JOHNSON 2

Calculated Acres .03
 Legal Acres 0

Tax Bill Mailing [View or Change on the Treasurer's Website](#)
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#)

Print Parcel Summary

MOST RECENT TRANSFER

Transfer Date SEP-28-2005
 Transfer Price \$315,000
 Instrument Type GW
 Parcel Count 4

2020 TAX STATUS

Property Class C - Commercial
 Land Use 435 - FAST FOOD/DRIVE-IN RESTAURANT
 Tax District 060 - CITY OF REYNOLDSBURG
 School District 2509 - REYNOLDSBURG CSD [\[SD Income Tax\]](#)
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	4,300	0	4,300
TIF			
Exempt			
Total	4,300	0	4,300
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000090-00

SUN JACK

Map Routing: 060-N082 -121-00

E MAIN ST

1 of 1

BOR NOTICE

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<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

OWNER

Owner SUN JACK
 SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description E MAIN ST
 HENRY JOHNSONS ADD
 94FT FRT X 90FT END LOT 2
 Calculated Acres .19
 Legal Acres 0

Tax Bill Mailing [View or Change on the Treasurer's Website](#)
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#)[Print Parcel Summary](#)

Actions

- [Neighborhood Sales](#)
- [Proximity Search](#)
- [Printable Version](#)
- [Custom Report Builder](#)

Reports

- [Proximity Report](#)
- [Map Report](#)
- [Parcel Summary](#)
- [Parcel Detail](#)

Go

MOST RECENT TRANSFER

Transfer Date SEP-28-2005
 Transfer Price \$315,000
 Instrument Type GW
 Parcel Count 4

2020 TAX STATUS

Property Class C - Commercial
 Land Use 435 - FAST FOOD/DRIVE-IN RESTAURANT
 Tax District 060 - CITY OF REYNOLDSBURG
 School District 2509 - REYNOLDSBURG CSD [SD Income Tax]
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	31,900	0	31,900
TIF			
Exempt			
Total	31,900	0	31,900
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000200-00

SUN JACK

Map Routing: 060-N082 -124-00

E MAIN ST

1 of 1

BOR NOTICE

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Actions

- Neighborhood Sales
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- Printable Version
- Custom Report Builder

Reports

- Proximity Report
- Map Report
- Parcel Summary
- Parcel Detail

Go

OWNER

Owner SUN JACK
 SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description MAIN ST
 40X113 & 40X41FT 1

Calculated Acres .14
 Legal Acres 0

Tax Bill Mailing View or Change on the Treasurer's Website
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

View Google Map

Print Parcel Summary

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2020 TAX STATUS

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 School District 2509 - REYNOLDSBURG CSD [SD Income Tax]
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	22,400	0	22,400
TIF			
Exempt			
Total	22,400	0	22,400
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Development, Parks and Recreation Committee**

RE: This is an Ordinance for the creation of JEDD VII with Etna Township. We are currently working on the development of JEDD V and JEDD VI so this is numbered a little out of order from the last one. This JEDD will help facilitate a development that will take place on State Route 40 and Tollgate Rd. in Etna Township that would provide revenue for the City of Reynoldsburg.

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY

WHEREAS, Etna Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the

City Attorney's Office

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people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNODLSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO THAT:

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

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

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

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Etna-Reynoldsburg Joint Economic Development District - 7 Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 7 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract – 7 (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract, but shall never be decreased below two percent (2%). The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

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

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

- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, and services to foster economic development, including funding for the Southwest Licking Local School District (the "School District") and including other Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District ("SWLCWSD").
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

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

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

WHEREAS, Etna Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNODLSBURG, COUNTIES OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO that:

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

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

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

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**BY AND BETWEEN****CITY OF REYNOLDSBURG****(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO****AND****ETNA TOWNSHIP (LICKING COUNTY), OHIO****Dated as of****_____, 20__****Attachment: JEDD VII (JEDD VII Agreement)****JEDD 7**

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 20__, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 7 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 52.230 +/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

Attachment: JEDD VII (JEDD VII Agreement)

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD 7 Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term "heretofore" means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district ("JEDD") in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the "Etna - Reynoldsburg Joint Economic Development District - 7." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are depicted in Exhibit "A" and more particularly described in Exhibits "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the "County") and does not include any "parcel of land" (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The Parties also acknowledge that the Township has successfully used an economic development structure,

including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, 3, and 4 involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, if any, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. **Fire Protection and EMS Services:** The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the

same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

- 2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.
- 2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.
- 2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:
 - 2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;
 - 2.5.2.3.2. Clearing snow and ice from streets and roads;
 - 2.5.2.3.3. Salting or in some other way de-icing streets and roads;
 - 2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

- 2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;
- 2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;
- 2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.
- 2.5.2.3.8. The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

- 2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

- 2.5.3.1.1. Sanitary Sewer Services Within the JED District. It is anticipated that all qualified customers located within the JED District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

- 2.5.3.1.2. Potable Water Services Within the JED District. It is anticipated that all qualified customers located within the JED District shall be able to connect to and receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion, and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with the City without the consent of the Township.

The City shall hold all records or documents of the District for safe keeping. The City shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not

limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City or Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, or for any other costs incurred by either the City or Township, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1. Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall be compensated for their services as Board Members at the rate of \$100.00 per meeting, or such lesser amount as the Board shall determine by Resolution. Such sum shall not be paid until the District has accumulated revenues in the "Administrative Expense" Account established under Section 4.2.1.2. hereof, or from the Board Improvement Account, established under Section 4.2.2.2. hereof, at the Board's discretion. The Board shall have authority to increase such pay by Resolution, at its discretion, but such increase shall be in conformance with Ohio Law as pertains to "In-term Pay

Increases". Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall, along with the Chairman, constitute the Officers of the Board) from among its members: a Vice-Chair, and a Secretary. The Board Member appointed by the City as Board Member No. 1 shall, for the duration of this Contract, serve as Treasurer of the Board without further action of the Board, provided, however, that the Board, by majority vote, can resolve to appoint a different Board Member as Treasurer. Except for the Treasurer, these officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings shall be held at the offices of the Township. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for "cause"; which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;

- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.
- 3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made.
- 3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, including the Township, or with any New Community Authority (NCA) or any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements which benefit the District or the Township. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD and to improve the economic welfare of the people of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE IV JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the

income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, paid in the following order of priority:

- 4.2.1.1. Repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs;
- 4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed five percent (5%) of the Gross Revenue;
- 4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency

associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

4.2.2. From the Net Revenue:

4.2.2.1. To the City, an amount equal to twenty percent (20%);

4.2.2.2. To the Board Improvement Account, an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below;

4.2.2.2.1. Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31st year in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in the Development and Compensation Agreement, Section 2.E) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31st year.

4.2.2.3. To the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter;

4.2.2.4. To the Licking County Transportation Improvement District (the "TID"), an amount equal to five percent (5%), to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 7 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.5.

4.2.2.5 To the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, the County and the TID pursuant to Section 4.2.2.1. through 4.2.2.4.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 7 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 Provisions. The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined in a final adjudication, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on JEDD as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract except that the Annexation Agreement referenced in Section 6.6 hereof shall remain in full force and effect. In the event that this Contract is

terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided proportionately between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the

purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.1.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the 23rd day of December, 2015, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the 23rd day of December, 2015. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties

acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect, Opt-Out. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the "City"), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); and the Developers, Scannell Properties #463, LLC, its affiliates, successors, nominees and/or assigns (collectively, the "Developers"), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by the Developers to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action,

or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- 6.9.1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- 6.9.2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- 6.9.3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service

or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 7 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 7 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the

JED District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JED District.

(End of Article VI)

SIGNATURE PAGE

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD VII (JEDD VII Agreement)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 20__ under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 20__ under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: JEDD VII (JEDD VII Agreement)

EXHIBIT

A

PLAT OF SURVEY

STATE OF OHIO, COUNTY OF LICKING,
TOWNSHIP OF ETNA, SECTION 12, TOWNSHIP 16,
RANGE 20, REFUGEE TRACT

BASIS OF BEARINGS:
THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 89°02'16" EAST, ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 40, BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD83) AS ESTABLISHED FROM A GPS SURVEY PERFORMED IN MARCH 2020.

IRON PINS:
ALL IRON PINS SET ARE 5/8" SOLID REBAR, THIRTY INCHES IN LENGTH WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

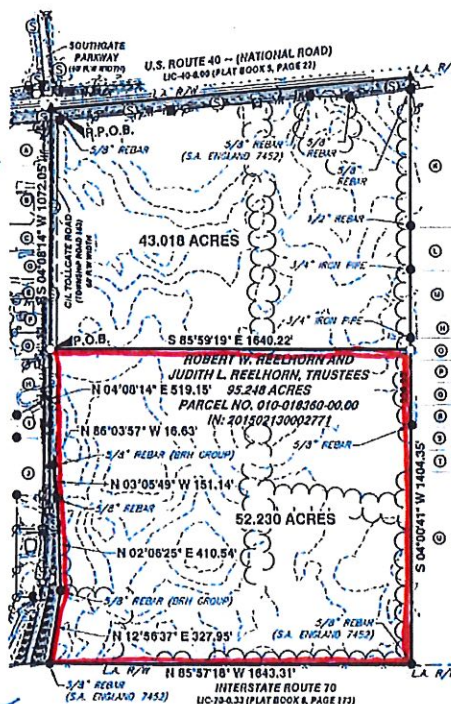
PERTINENT DOCUMENTS:
DEEDS OF RECORD, ON FILE AT THE LICKING COUNTY RECORDER'S OFFICE, EXISTING CEC SURVEYS, SURVEYS OF RECORD & TAX MAPS ON FILE AT LICKING COUNTY.

EASEMENTS:
VOLUME 290, PAGE 454 - RIGHT-OF-WAY FOR THE PURPOSE OF UTILITIES GRANTED TO SOUTHERN OHIO PUBLIC SERVICE COMPANY FROM A.E. HAGER AND JESSIE B. HAGER, RECORDED ON JULY 15, 1929. EASEMENT IS BLANKET IN NATURE, NOTHING TO PLOT.
VOLUME 323, PAGE 414 - RIGHT-OF-WAY FOR THE PURPOSE OF UTILITIES GRANTED TO THE OHIO POWER COMPANY FROM A.E. HAGER AND JESSIE B. HAGER, RECORDED ON APRIL 30, 1938. EASEMENT IS BLANKET IN NATURE, NOTHING TO PLOT.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 39089C04304, WHICH BEARS AN EFFECTIVE DATE OF MARCH 16, 2015.

LEGEND

- | | |
|--|---------------------------------|
| ▲ MAG NAIL FOUND | ⊗ WATER BOX (WATER VALVE) |
| △ MAG NAIL SET | ⊗ FIRE HYDRANT |
| ● 5/8" REBAR FD. "CEC INC" (UNLESS OTHERWISE STATED) | ⊗ POWER POLE |
| ○ REBAR SET & CAP (SEE IRON PINS NOTE) | ⊗ GUY WIRE |
| ⊙ PERMANENT MARKER (1" REBAR FOUND) | ⊗ TELEPHONE PEDESTAL |
| ⊙ PERMANENT MARKER (1" REBAR SET) | ⊗ SIGN |
| ■ CONCRETE R/W MONUMENT | — SAN — EXISTING SANITARY LINE |
| ⊠ IRON SQUARE | — W — EXISTING WATER LINE |
| ⊙ SANITARY MANHOLE | — OH-W — EXISTING OVERHEAD LINE |

SCALE IN FEET
0 400 800

- ① SHELBY JEAN MUSICK
1.23 ACRES
R: 200508280020564
- ① DONALD L. GOEBEL
AND THERESA J. GOEBEL
1.23 ACRES
O.R.V. 471, PAGE 215
- ① CURTIS E. LOVELL
AND VICKI J. WRIGHT
0.58 ACRE
O.R.V. 958, PAGE 423
- ① ELIZABETH ANN DAWSON
0.583 ACRE
R: 201101020000044
- ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 1)
R: 201708040018382
- ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 2)
R: 201708040018382
- ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 3)
R: 201708040018382
- ① GARY N. LAMER
AND DEBRA K. LAMER
0.78 ACRE
R: 200305210022981
- ① DONALD L. GOEBEL
AND THERESA J. GOEBEL
0.485 ACRE
R: 2010121000215199
- ① JAMES A. GRUFF, BISHOP OF THE ROMAN
CATHOLIC DIOCESE OF COLUMBUS
12.524 ACRES
O.R.V. 515, PAGE 431
- ① DANNY L. WADDELL, JR.
6.8934 ACRES
R: 201310220008299

- ① SHAWN M. KENNERLING, TRUSTEES
2.8853 ACRES
R: 2013102200025238
R: 201807220015390
- ① JACK PHILLIPS
3.141 ACRES
R: 201908040010814
- ① JEFFREY R. DAY
AND MARY J. DAY
(PARCEL 2)
R: 200507150021538
- ① KIMBERLY A. PLATZ, TR.
(PARCEL NUMBER 2)
R: 201605000010162
R: 201701260001887
- ① TUDOR T. PAGE
AND CHRISTA J. PAGE
(PARCEL NO. TWO (2))
R: 201402110002538
- ① JOHN C. WELCH AND
DOROTHY R. WELCH, TR.
R: 200112140015381
- ① CHESTER A. HESSEL
AND VICKI A. HESSEL
1/2 ACRE (PARCEL 4)
R: 199808080002999
- ① ERIC ROCKEFELLER
0.810 ACRE (TRACT 2)
R: 201007090013063
- ① KAREN S. COMBS
0.80 ACRE (PARCEL TWO)
R: 200001010000359
- ① WILLIAM E. SONDER
AND RHEE L. SONDER
5.259 ACRES (PARCEL 2)
O.R.V. 710, PAGE 369

CERTIFICATION:

WE HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE. THE SURVEY WAS PERFORMED IN MARCH, 2020.

MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

DATE

12/18/2020



CEC
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road • Suite 250 • Worthington, OH 43085
614-510-6633 • 888-598-6808
www.cecinc.com

TOWNSHIP OF ETNA
LICKING COUNTY
STATE OF OHIO

LOT SPLIT

DRAWN BY: M/JV CHECKED BY: KAS APPROVED BY: MAS
DATE: DEC. 2020 DWG SCALE: 1"=400' PROJECT NO: 301-627

SRV

Attachment: JEDD VII (JEDD VII Agreement)

Exhibit B
Etna-Reynoldsburg Joint Economic Development District #7
JEDD 7 Area

Property Owner	Property Address	Parcel #	Acreage
The Reelhorn Capital Trust, dated December 29, 2014	11176 National Road SW, Etna, Ohio 43062	A portion of 010-018360-00.000	52.230

EXHIBIT

B



Civil & Environmental Consultants, Inc.

DESCRIPTION OF 52.230 ACRES

Situated in the State of Ohio, County of Licking, Township of Etna, Section 12, Township 16, Range 20, Refugee Tract, and being part of a 95.248 acre tract of land, conveyed to Robert W. Reelhorn and Judith L. Reelhorn, Trustees, of record in Instrument Number 201502130002771, all references to records being on file in the Office of the Recorder, Licking County, Ohio, said 52.230 acre tract being more fully described herein;

BEGINNING FOR REFERENCE at a Mag Nail found at the intersection of the old centerline of U.S. Route 40, the centerline of Tollgate Road (Township Road 163), and being the northwest corner of said 95.248 acre tract;

Thence, South 04°08'14" West, a distance of 1072.05 feet, with the west line of said 95.248 acre tract, the centerline of said Tollgate Road, the east line of a 1.25 acre tract of land, conveyed to Shelby Jean Musick, of record in Instrument Number 200006280020564, the east line of a 1.23 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Original Record Volume 471, Page 215, the east line of a 0.56 acre tract of land, conveyed to Curtis E. Lovell and Vicki J. Wright, of record in Original Record Volume 938, Page 423, the east line of a 0.568 acre tract of land, conveyed to Elizabeth Ann Dawson, of record in Instrument Number 20140120000044, and the east line of a 0.43 acre tract of land (Parcel III), a 0.43 acre tract of land (Parcel II), and part of a 0.43 acre tract of land (Parcel I), conveyed to IMW Commercial, LLC, of record in Instrument Number 201708040016382, to an iron pin set, at the **TRUE POINT OF BEGINNING**;

Thence, South 85°59'19" East, a distance of 1640.22, through said 95.248 acre tract, to an iron pin set, on the east line of said 95.248 acre tract, and on the west line of Parcel Number Two, conveyed to Kimberly A. Fultz, Trustee, of record in Instrument Number 201701260001867;

Thence, South 04°00'41" West, passing over a 5/8" rebar found at a distance of 338.03 feet, for a total distance of 1404.35 feet, with the east line of said 95.248 acre tract, part of the west line of said Parcel Number 2, the west line of Parcel Number Two (2), conveyed to Timothy T. Page and Christa J. Page, of record in Instrument number 201402110002536, the west line of a tract of land, conveyed to John C. Welch and Dorothy R. Welch, Trustee, of record in Instrument Number 20112140045381, the west line of a 1/2 acre tract of land (Parcel II), conveyed to Chester A. Helsel and Vicki A. Helsel, of record in Instrument Number 199808280032999, the west line of a 0.610 acre tract of land (Tract 2), conveyed to Eric Rockefeller, of record in Instrument Number 201007090013063, the west line of a 0.60 acre tract of land (Parcel Two), conveyed to Karen S. Combs, of record in Instrument Number 200001040000359, and the west line of a 5.259 acre tract of land (Parcel 2), conveyed to William E. Songer and Renee L. Songer, of record in Original Record Volume 710, Page 369, to a found 5/8" capped rebar "S. A. England 7452", at the southeast corner of said 95.248 acre tract, and the southwest corner of said 5.259 acre tract of land, being the north Limited Access Right-of-Way line of Interstate Route 70;

Thence, North 85°57'18" West, a distance of 1643.31 feet, with the south line of said 95.248 acre tract, with the north Limited Access Right-of-Way line of said Interstate Route 70, to a found 5/8" capped rebar "S. A. England 7452", at the southwest corner of said 95.248 acre tract, and on the east Right-of-Way line of said Tollgate Road;

Thence, North 12°56'37" East, a distance of 327.95 feet, with the west line of said 95.248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar capped "BRH Group";

Thence, North 02°06'25" East, a distance of 410.54 feet, with west line of said 95.248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar;

Thence, North 03°05'49" West, a distance of 151.14 feet, with the west line of said 95.248 acre tract, and part of the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar capped "BRH Group", on the west line of said 95.248 acre tract of land and in the northbound travel lane of said Tollgate Road;

Thence, North 86°03'57" West, a distance of 16.63 feet, with a south line of said 95.248 acre tract, to a Mag Nail found at a southwest corner of said 95.248 acre tract, on the centerline of said Tollgate Road, and on the east line a 12.524 acre tract of land, conveyed to James A. Griffin, Bishop of the Roman Catholic Diocese of Columbus, of record in Original Record Volume 525, Page 431;

Thence, North 04°08'14" East, a distance of 519.15 feet, with the west line of said 95.248 acre tract, the centerline of said Tollgate Road, part of the east line of said 12.524 acre tract, the east line of a 0.466 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Instrument Number 201012100025499, the east line of a 0.79 acre tract of land, conveyed to Gary N. Lawyer and Debra K. Lawyer, of record in Instrument Number 200305210022981, and part of said 0.43 acre tract of land (Parcel I), to the **TRUE POINT OF BEGINNING**, containing 52.230 acres, subject to all easements and documents of record.

All iron pins set are 5/8-inch solid rebar, 30 inches in length, with a yellow plastic cap bearing the initials "CEC INC".

For the purpose of this description the bearing of North 89°02'16" East, on the south Right-of-Way line of U.S. Route 40, based on the Ohio State Plane Coordinate System South Zone (NAD83) as established from a GPS survey performed in March 2020.

This document is based from an actual field survey performed by or under my direct supervision in March, 2020.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



[Handwritten Signature]

12/22/2020

Mark Alan Smith, P.S.
Registered Surveyor No. 8232

Date

Attachment: JEDD VII (JEDD VII Agreement)

Exhibit "C"

**BYLAWS GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT – 7**

Attachment: JEDD VII (JEDD VII Agreement)

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**BYLAWS
GOVERNING
ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT -7**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2021, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers.

As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. **Officers; Election Procedure.** The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. **Duties of Officers.**

1. **Chairperson.** The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. **Vice Chairperson.** The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. **Secretary.** The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by

the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

4. Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

5. Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

- D. Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year. At its first meeting, the Board shall determine its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

All meetings of the Board, and the mailing address of the Board shall be Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188.

- D. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.
- E. Powers and Duties.
 - 1. Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the

estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
 - e. make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or

modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
 1. Posted Notice.
 - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

- b. Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- c. Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

2. Notice to News Media.

- a. Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- b. Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- c. In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

3. Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory

committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay unless the Board, in its discretion, resolves to pay a stipend to members of the advisory committee. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds.

The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the

Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to the Township and to the City.

Section 8. Transition.

In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on the _____ day of _____, 20_____.

ETNA-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT -7

Secretary

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2021, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and Scannell Properties #463, LLC, an Indiana limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 50% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 50% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City plan to agree to the terms of a Joint Economic Development District Contract (the “JEDD 7 Contract”, attached hereto as Exhibit B), under which the Township and the City will share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

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

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

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

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

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

*Execution Version*1. Approval of Exemption Agreements and Future Good Faith Negotiation

The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 50% real property tax exemptions and the ten (10) year, 50% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township agree to pursue and adopt the JEDD 7 Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD 7 Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The JEDD Board of Directors (the "JEDD Board") will adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD 7 Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the "Gross Revenue") to be distributed in accordance with this paragraph, beginning on the effective date the JEDD 7 Contract providing for such distribution, which the City and Township shall cause to be no later than [June 1, 2021]. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the "JEDD Fund") at the end of such calendar quarter. The City shall report its receipt of Gross Revenues on a monthly basis to the JEDD Board. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (2) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed Five percent (5%) of the Gross Revenue, and (3) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, provided, however, that the City (as

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administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD 7 Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD 7 Contract), an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (4) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.4. of the JEDD 7 Contract; and (5) to the Township, an amount equal to the Net Revenue minus the sum of the amounts paid to the City, the Board Improvement Account, the County and the TID pursuant to this paragraph.

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

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31st year, in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in Section 2.E below) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31st year.

E. The Developer agrees to expend up to \$2,500,000 to construct or cause to be constructed, the following public infrastructure improvements if required: improvements and widening to Tollgate Road, including installation of a traffic signal (collectively, the “Developer Infrastructure Improvements”). From the Net Revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds contingent upon approval of Township– the Developer for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the Developer Infrastructure Improvements (the “Costs”) that are not reimbursed from any other source up to a maximum reimbursement from all sources of \$2,500,000 to the Developer. Prior to constructing any Developer Infrastructure Improvements, the Developer shall submit an engineer’s cost estimate setting forth the Costs of each Developer

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Infrastructure Improvement for which a reimbursement will be sought to the JEDD Board and the Board of Trustees of Township for approval of reimbursement from JEDD funds or TIF funds in accordance with reimbursement agreements with those entities and this Agreement. The Developer hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) and it shall not be entitled to interest upon those sums. Notwithstanding the foregoing, if the County, the Township and/or any other governmental entity requires the Developer to construct additional “public infrastructure improvements” as defined in R.C. Section 5709.40(A)(8) in connection with the Project not included in (1) – (4) above, which benefit at least in part other properties or the public in general, or if the anticipated Costs of the Developer Infrastructure Improvements exceeds the engineer’s cost estimates that were submitted and approved as set forth below by a material amount as reasonably determined by the Developer, the parties hereto agree to negotiate in good faith for the reimbursement of such additional Costs.

The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site shall be deposited into the Etna/Scannell TIF Account No. 1 (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund No. __ created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Infrastructure Improvements until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) such amounts shall first be used to reimburse the Township for any necessary attorney fees and costs in excess of \$10,000 incurred by the Township, associated with necessary agreements relating to the JED District (but not the costs incurred in forming or defending the existence of the JEDD or any 629 Grant), including but not limited expenses associated with the negotiations and creation of the TIF Resolution, this Agreement, and the NCA contemplated by this Agreement, the sums remaining (the “Net BIA Deposit”), shall be used for the reimbursement to the Developer for Costs each year by the JEDD Board and shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80%

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of the amount deposited into the TIF Account until the Developer is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account applicable to Developer's Development only at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

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

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD 7 Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD 7 Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. Additionally, the JEDD 7 Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

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

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

3. Township Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek

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additional payments from the County, the City or the Developer in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD 7 Contract; provided, however, this section shall not prohibit the Developer from making voluntary payments or voluntary in-kind contributions.

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

C. The Developer agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD 7 Contract.

D. At the election of the Township, the Developer agrees to cooperate with a qualified “developer” (as that term is used in R.C. Section 349.01, the “Statutory Developer”) in connection with the filing by that the Statutory Developer of a petition (the “Petition”) pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter “NCA”) inclusive of the Project Site. The Developer or the Developer’s designee shall review and approve the Petition prior to filing, which approval shall not be unreasonably withheld. The Developer agrees to grant the Statutory Developer such interests in the Project Site as may be necessary to enable the Statutory Developer to form the NCA. The Developer and Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a “Community Development Charge”) pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than 30 days

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thereafter by means of delivery to the notice address provided in Section 6(I) of this Agreement or such other address as the Township may provide from time to time.

4. Cooperation by Property Owner

The Developer agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD 7 Contract, including the imposition of the JEDD income tax. The Developer agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax, , any required community development charges, and to prohibit lessees and assignees from challenging the validity of the JEDD 7 Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies

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

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet this requirement shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

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

C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD 7 Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and the Developer, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements

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against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

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

E. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid. However, if the TIF Resolution, or the JEDD 7 Contract or the CRA Agreement fail to come into full force and effect on or before September 1, 2021, then this Agreement shall be null and void, and no party shall have any obligation hereunder.

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

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

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

If to the County, to:

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

With a copy to:

Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

Attachment: JEDD VII DCA (JEDD VII Agreement)

If to the Township, to:

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

With a copy to:

John Albers, Esq.
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

And

Kip Wahlers
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215

If to the City, to:

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

With a copy to:

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

If to the Developer, to:

Drew Strobel
Counsel
Scannell Properties #463, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

John B. Albers, Counsel for Township

CITY OF REYNOLDSBURG, OHIO

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

Attachment: JEDD VII DCA (JEDD VII Agreement)

SCANNELL PROPERTIES #463, LLC

By:_____

Print Name:_____

Title:_____

Attachment: JEDD VII DCA (JEDD VII Agreement)

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD VII DCA (JEDD VII Agreement)

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Scannell Properties #463, LLC, an Indiana limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT A
TO DEVELOPMENT AND COMPENSATION AGREEMENT

Copy of CRA Agreement

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT B

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of JEDD 7 Contract

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT C

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of TIF Resolution

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **March 22, 2021**

TO: **Development, Parks and Recreation Committee**

RE: **Transfer Tomato Festival Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

The 2020 Tomato Festival received donations in the amount of \$3750 that were deposited into the General Fund. Those funds need to be transferred into the 2021 Community Events budget.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT

WHEREAS, the City of Reynoldsburg received financial donations in 2020 for the Tomato Festival; and

WHEREAS, those funds were received from MI Homes (\$1,000), Squire Patton Boggs: Friend of the Festival (\$250), and CT Consultants for Thursday entertainment (\$2,500); and

WHEREAS, those 2020 funds need to be transferred into the 2021 Events budget.

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

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

Section 1. That an amount of \$3,750.00 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5215	Recreational Supplies	\$1,250.00
110.344.5339	Miscellaneous Contract Services	\$2,500.00

Section 2. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: **March 22, 2021**

TO: **Public Service and Transportation Committee**

RE: **OPWC Grant Agreement for East Main Street Phase 2**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
-------------------------	------------------------	--------------------------

This Ordinance authorizes the Mayor to sign the attached agreement with the OPWC for the purpose of facilitating the East Main Street Roadway Improvement project for Phase 2 incorporating resurfacing of roadway, curbs, sidewalks, storm sewer lines, and sidewalk beautification for the areas between Jackson Street to Waggoner/Graham Road.

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT
GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION
FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS**

WHEREAS, on July 27, 2020, this Council passed Resolution No. 2020-03 authorizing the Mayor to seek financial assistance from the Ohio Public Works Commission State Capital Improvement Program (OPWC) to fund capital infrastructure improvements to East Main Street; and

WHEREAS, this Council is in the process of authorizing the Mayor to enter into a contract with EMH&T for survey, design engineering, and bid services for roadway improvements to East Main Street Phase 2, and appropriating \$339,795.00 for such engineering services; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the location of the infrastructure improvements will be East Main Street beginning at the intersection of Jackson Street to the intersection of Waggoner/Graham Roads; and

WHEREAS, the total estimate project cost is Two Million Nine Hundred Four Thousand Five Hundred Seventy Nine Dollars (\$2,904,579.00); and

WHEREAS, OPWC has approved the City's application for grant funding for East Main Street Roadway Improvements and has agreed to provide seventy-five percent (75%) of the total Project cost, not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999.00) for the purpose of financing and reimbursing costs associated with the Project; and

WHEREAS, of the funds to be provided by OPWC, One Million Four Hundred Ninety Seven Thousand Dollars (\$1,497,999.00) are provided as a grant and Five Hundred Two Thousand Dollars (\$502,000.00) are provided as a loan at zero percent (0%) interest to be paid over twenty-three (23) years; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO;

SECTION 1: The City accepts the OPWC award for the East Main Street Roadway Improvements Phase 2 in the form of a grant/loan not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999.00).

SECTION 2. That, in accepting this award, the City also accepts the loan as set forth in the OPWC Agreement and Promissory Note.

SECTION 3. That funds, when received, be appropriated to account # 410.000.0170.5659 Miscellaneous Infrastructure.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

SECTION 4. That the Mayor and City Auditor are hereby authorized to enter into an agreement with the Ohio Pubic Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

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

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Service and Transportation Committee****RE: Request to Engage EMH&T to Conduct CCTV Data Collection and Analysis**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

EMH&T will conduct CCTV data collection and analysis, including manhole inspections, related to the City's 2021 Sanitary Sewer Maintenance and Repair program. This work will be performed within an area bound by the City's western corporation boundary to the west, Rosehill Road to the east, Timbermill Way/Connell Court to the north and Rosedale Avenue to the south.

Sanitary sewer manhole inspections will be performed as part of this program, which falls under the City's obligations to meet the Ohio Environmental Protection Agencies (OEPA) Directors Findings and Orders.

EMH&T's proposal for these services is \$144,398.00. These funds were appropriated 720.736.5365 (Utility Line Repair Maintenance) as part of the City's 2021 water department budget.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH EMH&T TO CONDUCT CLOSED-CIRCUIT TELEVISION (CCTV) DATA
COLLECTION AND ANALYSIS FOR THE CITY'S 2021 SANITARY SEWER
MAINTENANCE AND REPAIR PROGRAM**

WHEREAS, the City annually contracts the inspection and repair of portions of the sanitary

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

sewer lines; and

WHEREAS, EMH&T will conduct closed-circuit television (CCTV) data collection and analysis, including manhole inspections, as part of the 2021 Sanitary Sewer Maintenance and Repair program; and

WHEREAS, the work will be include the area bounded by the western City corporation boundary, Rosehill Road to the east, Timbermill Way/Connell Court to the north and Rosedale Avenue to the south.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T in the amount of \$144,398.00 management of the sanitary sewer line CCTV, review of the CCTV videos and manhole inspections.

SECTION 2. That \$144,398.00 is available from account 720.736.5365 (Utility Line Repair Maintenance) to fund this project, which was approved in the 2021 Budget

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



February 3, 2021

Mr. William Dorman
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, Ohio 43068

**Subject: 2021 Sanitary Sewer CCTV Investigation and Analysis
 Proposal for Engineering Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for the 2021 Sanitary Sewer CCTV Investigation and Analysis project. This project will assist the City in meeting its obligations under the Ohio EPA Directors Findings and Orders to clean and inspect the City's sewer system annually. This scope of work includes closed circuit televising (CCTV) of the collection system in the Rosehill neighborhood (8-15" diameter) that runs mostly in rear yard easements. Please refer to Figure 1 for a schematic of the proposed study area. The project will include the CCTV inspection and evaluation in accordance with Pipeline Assessment Certification Program (PACP) standards and a summary memo with recommendations for rehabilitation of the sewers where warranted.



Figure 1: Study Area (Red Dashed Sewers)

SCOPE OF SERVICES

EMH&T will provide CCTV data collection and data analysis for the above referenced improvements to include the following tasks:

CCTV Inspection: CCTV inspection will be conducted in accordance with PACP standards. The information recorded in the CCTV inspections will be provided to Reynoldsburg on one flash drive along with one hard copy of the PACP format reporting with itemization of the observed defects. The pricing below is based on the following assumptions:

1. Manholes are assumed accessible to cleaning and inspection equipment. City crews will be available to provide access to manholes as needed.
2. Does not include bypass pumping. We understand the CCTV inspection may have to be completed during off peak hours.
3. Manhole lids assumed not to be welded shut and no restrictions to man-entry.
4. MACP inspection of manholes is not included. CCTV operator will pan around the interior of each manhole during the inspection.
5. Debris to be disposed of at wastewater treatment facility. No contingency for hazardous waste.
6. It is unlikely that maintenance of traffic will be required because these sewers are located in a residential area. However, if the need for maintenance of traffic arises, we will request assistance from the City's Street Department.
7. Two copies of CCTV logs and DVD's will be provided to the City upon conclusion of the project.
8. We have included hourly rate for cleaning/root removal as a project contingency.

CCTV Review and Analysis: The CCTV and PACP information will be reviewed and recommendations for improvement will be made where necessary. Recommendations for emergency repairs will be made upon discovery on a case-by-case basis via email. Recommendations for routine repairs will be made at the conclusion of the project in the format of a memo with exhibits depicting the recommended improvements. The pricing below is based on the following assumptions.

1. Review CCTV for approximately 23,500 linear feet of sanitary sewer.
2. Establish rehabilitation and replacement recommendations to correct the significant or critical defects, summarized in a memo with exhibits.
3. Develop cost estimates for the improvements recommended in the memo. Cost estimates will not include the cost of emergency repairs recommended during the course of the project.
4. Update the City's Sanitary Sewer Capital Improvement Plan exhibit and cost summary tables to incorporate new findings and recommendations.
5. Two hard copies of memo, exhibits, and cost estimates will be delivered to the City along with electronic (pdf) files on a disk.

CCTV / GIS Update (Additional/If Authorized Task): In addition to the base services outlined above, the City requested a scope and fee to place links to historical CCTV data on the City's web-GIS. Since 2004, the City of Reynoldsburg has televised hundreds of thousands of feet of sanitary sewer in the City. Currently, this data is stored on EMH&T's network as well as on various VHS tapes, CDs, and flash drives. This task would give City personnel access to this data through the GIS by establishing a video link that will appear when a user clicks on a sewer segment that has been televised in the past. The following scope of services will be completed if authorized by the City:

1. Compile all of the previous CCTV data that is in EMH&T's possession (2004-2020) and convert it from existing file formats to MP4 format, which is more compatible with modern browsers and devices.
2. EMH&T will create work orders for each inspection activity, which are feature-linked to the sewer segment in which the CCTV was performed.
3. Any sewer segments that currently have unknown diameters or pipe material types in the GIS will be updated based on CCTV observations on diameter and material.

4. We will configure additional cloud resources on the existing Amazon Web Services account survey that is currently used to host the City's Web GIs. The data is expected to be approximately 500 GB in size and will increase by approximately 50 GB for each additional year of CCTV that is added to the cloud.
5. EMH&T will provide hosting and support for this application of the GIS through the remainder of 2021. In future years, the City's annual GIS hosting and support fee will increase (approx. \$2,000/yr) to include hosting, cloud storage fees, and support of the CCTV application within the GIS.

EXCLUSIONS:

This project scope does not include:

1. Detailed construction plans for repairs
2. MACP manhole inspections

SCHEDULE

We will coordinate a start date and schedule upon receipt of Authorization to Proceed from the City of Reynoldsburg. We will coordinate with the City of the start of this project.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the total shown below without prior authorization from the City. Invoices will be submitted monthly based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Base Services	Fee
1. System Characterization and Management	\$5,390.00
2. CCTV Field Investigations	\$73,998.00
a. CCTV and Regular Cleaning for 8-in to 15" Sewer (23,499 @ \$2.00/LF)	(\$46,998.00)
b. Cleaning and Root Cutting (Contingency Item, 120 Hours @ \$225.00/Hr)	(\$27,000.00)
Data Analysis and Reporting	\$15,600.00
Base Services Fee	\$94,998.00
 Additional / If Authorized Services	 Fee
A1. Historical CCTV GIS Update	\$49,400.00
Base Plus Additional/If Authorized Services Fee	\$144,398.00

If this description and estimated fee meet with your approval, please authorize with your signature below. In your response / authorization, please indicate whether you intend to include the additional GIS services. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,
EMH&T, INC.



Ryan M. Andrews, PE

Copy: Mr. Paul Hellman, Water/Wastewater Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Service and Transportation Committee****RE: Request to Pursue Engineering Services for East Main Street Phase 2**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

EMH&T will provide survey, engineering design and assistance with bidding for the East Main Street (Jackson Street to Waggoner/Graham Road) Phase II improvements. The proposed improvements include replacing the existing 1930's era storm sewer, new curb and sidewalks, resurfacing of roadway, as well as the addition of unified streetscape entrancement's (new street lights, benches, street trees, tree wells, etc.).

EMH&T's proposal for these services is \$339,795.00 (total appropriation) to be unappropriated from the City's Capital Improvement Project (CIP) fund (410.000.0182.5659)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE SURVEY, DESIGN ENGINEERING, AND BID SERVICES FOR IMPROVEMENTS TO EAST MAIN STREET (Jackson Street to Waggoner/Graham Roads) AND APPROPRIATING FUNDS THEREFORE

WHEREAS, with the upcoming ODOT project to mill and pave East Main Street, the City of Reynoldsburg wants to complete other necessary infrastructure and City beautification projects along East Main Street as Phase 1 and Phase 2; and

WHEREAS, Phase 1 improvements will be completed in 2021 and are ready to proceed; and

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

WHEREAS, this Ordinance will direct EMH&T to complete the design engineering, surveys, and bid services for this project projected to begin in 2022 using a recently awarded Ohio Public Works Commission grant; and

WHEREAS, the proposed improvements include the replacement of storm sewer lines, curbs, sidewalks, roadway resurfacing and the addition of a unified streetscape.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T in the amount of \$339,795.00 for survey, design engineering, and bid services for Phase 2 East Main Street improvement project from Jackson Street to Waggoner/Graham Roads.

SECTION 2. That \$339,795.00 be unappropriated from CIP Fund (410) and appropriated to 410.000.0182.5659 - East Main Street Improvements.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



Engineers, Surveyors, Planners, Scientists

February 2, 2021

Mr. William Dorman
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

Subject: East Main Street, Phase 2 (Jackson Street to Graham Road)
 Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the second phase of improvements to East Main Street. This project will extend the Phase 1 improvements from Jackson Street to the intersection of Graham Road/Waggoner Road. This improvement will include the following:

- Roadway resurfacing and spot full depth pavement repairs.
- Full Replacement of curb and sidewalks.
- Replacement of the 1930's era storm sewer with an upsized and improved storm sewer system. Storm improvements will incorporate rain gardens and/or other water quality features if necessary.
- Replacement and/or upgrading of the street lighting within the corridor with LED fixtures.
- Streetscape enhancements including tree planters, brick pavement, and retaining walls.

The anticipated construction cost for the improvements proposed is approximately \$3,066,000. A preliminary opinion of probable cost and a concept exhibit are attached to this proposal.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, landscape architecture, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey
 - a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
 - b. Right-of-Way Determination – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within East Main Street to verify that the designed improvements do not encroach on private property without easements or rights of entry.
 - c. EMH&T will prepare legal descriptions for necessary easements and/or right of way acquisition. This proposal assumes that approximately 4 legal descriptions will be prepared to support the improvements. If additional survey documentation becomes necessary through the course of design, additional fees may be requested.

2. Project Management

- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and monthly project coordination meetings throughout the design phase at various decision points or project milestone dates.
- b. We will develop a project schedule that corresponds to the OPWC requirement for bidding in March of 2022. EMH&T will update the schedule throughout the course of design to reflect current project status prior to each update meeting.
- c. EMH&T will manage subconsultant's schedules, coordinate their involvement in project meetings, and incorporate their work into the project plans and specifications. It is anticipated that subconsultants will be used for the following:
 - i. Geotechnical Services – GCI, Inc.
 - ii. Electrical Design – Bill Mess Engineering
 - iii. Streetscape Design – OHM
- d. Due to the amount of coordination that will be necessary with the local businesses, it is anticipated that the City would want to host one public information meeting. EMH&T will provide and distribute meeting notices, prepare project exhibits/plans for the meetings, and lead project discussions during the public information meeting.
- e. Staged submittals at the 30%, 60%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.

3. Geotechnical (GCI, Inc.)

- a. EMH&T will coordinate with GCI, Inc. to obtain approximately 8 pavement cores along the project corridor to characterize the existing pavement composition.
- b. GIC will provide a test report and a summary of geotechnical recommendations, which will be used by EMH&T to develop paving recommendations.

4. Roadway Plans and Specifications

- a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
- b. Roadway drawings will be prepared to show the horizontal layout of the roadway improvements. This will include the following:
 - i. Details to taper the roadway to a true 4-lane width from its current 57' width. The roadway will taper back to a 5-lane section to accommodate the existing left turn lane at the intersection with Graham and Waggoner Roads.
 - ii. Locations of sidewalk improvements and raingarden BMPs will be incorporated into the horizontal alignment of the roadway.
 - iii. Drive approach replacements, street medians, curb ramp improvements, and street light pole locations will be shown in the horizontal alignment.
- c. Since the roadway is being resurfaced, only minor adjustments to the profile grade will be made to the majority of the roadway. EMH&T will establish curb profile grades for both sides of the roadway. Minor adjustments will be made to enhance the flow of stormwater to the inlets. In a few isolated areas where the existing roadway drains very poorly, sections of full reconstruction with more substantial curb adjustments will be made to enhance drainage.
- d. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
- e. Roadway cross-sections will be prepared in 50-ft intervals.
- f. Typical roadway sections, plan details, supplemental project notes and specifications will

be prepared.

- g. Due to the amount of property/business owner coordination required for this improvement, it is anticipated that individual property owner exhibits will be developed to clearly show the improvements over an aerial photo background. These color renderings are easier to understand than a plan set and allow owners to see the improvements as they relate to existing site features. EMH&T will prepare these exhibits and participate in meetings with business owners to discuss the improvements and how the project will affect their access. It is anticipated that 6 meetings will be conducted.
5. Storm Sewer Plans
- a. EMH&T will review existing storm sewer records to identify current storm outfalls and locations of existing sewers within the project corridor.
 - b. We will assess the topography for the project corridor and adjoining parcels and develop a storm sewer tributary area map for the project.
 - c. Storm sewer calculations will be prepared using the rational method to size the proposed storm sewer replacement.
 - d. Stormwater quality calculations will be prepared to determine the required water quality volume and the tributary area map will be used to identify locations and sizing of rain gardens.
 - e. Storm sewer plan and profiles will be included in the plans.
 - f. EMH&T will coordinate the development of rain garden details and specifications.
6. Traffic and Lighting Plans
- a. Existing street lighting will be removed, and new foundations, conduits, and poles/luminaires will be installed in alternative locations. The final design will incorporate current illuminance standards and LED fixtures that match the fixtures being installed throughout the City.
 - b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
 - c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain two-way traffic during construction.
7. Streetscape Plans (OHM)
- a. EMH&T will consult with OHM for the design and specification of streetscape elements.
 - b. Their scope will include:
 - i. Brick paver zone and concrete buff wash walks
 - ii. Rain gardens and tree planters
 - iii. Curb ramps and sidewalk details
 - iv. Public benches
 - c. Streetscape plans will be submitted at the 60% and 100% design stage and will include:
 - i. Right of way demolition plans
 - ii. Streetscape layout plans
 - iii. Materials plans
 - iv. Sidewalk grading and drainage plans
 - v. Project specifications, section/elevation views and details.
 - d. OHM will participate in up to six project meetings and the public involvement meeting.
 - e. OHM will assist during bidding by responding to RFIs and assisting in the review of bids.
8. Permitting and Utility Coordination
- a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent

for the City to send to the Ohio EPA.

- b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether any conflicts exist between existing utilities and the City's proposed improvements.
 - i. It is assumed that we will send plans to the utility companies three times during design (30%, 60% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
 - ii. We anticipate holding two utility coordination meetings with affected private utility companies to assess impacts, develop utility relocation requirements, and coordinate project schedules.
9. Bidding Services
- a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
 - i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation
 - v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, landscape architecture, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding. If the City would like to incorporate streetscape design into this project, a separate proposal will be provided to define that scope and fee.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	\$21,710
Task 2: Project Management	\$9,700
Task 3: Geotechnical Engineering (Subconsultant – GCI)	10,000
Task 4: Roadway Plans and Specifications	\$83,810
Task 5: Storm Sewer Plans	\$22,610

February 2, 2021

Task 6: Traffic and Lighting Plans	\$40,155
Task 7: Streetscape Design	\$127,600
Task 8: Permitting and Utility Coordination	\$19,250
Task 9: Bidding Services	\$4,960
TOTAL FEE	\$339,795

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Enclosures

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

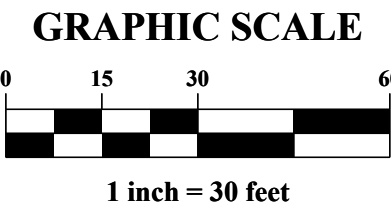
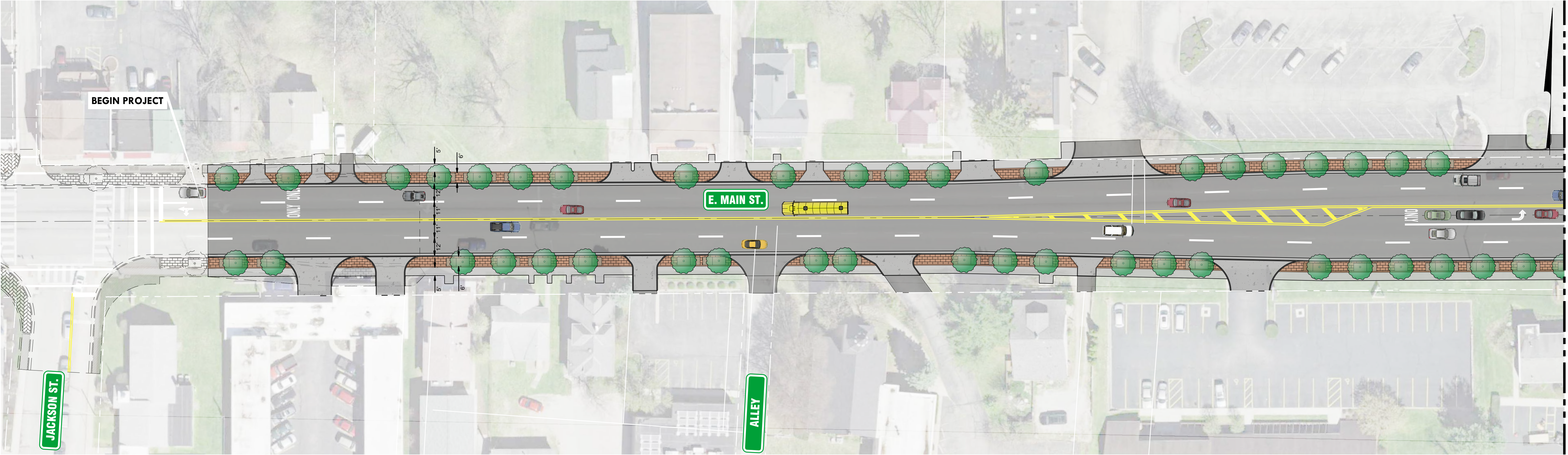
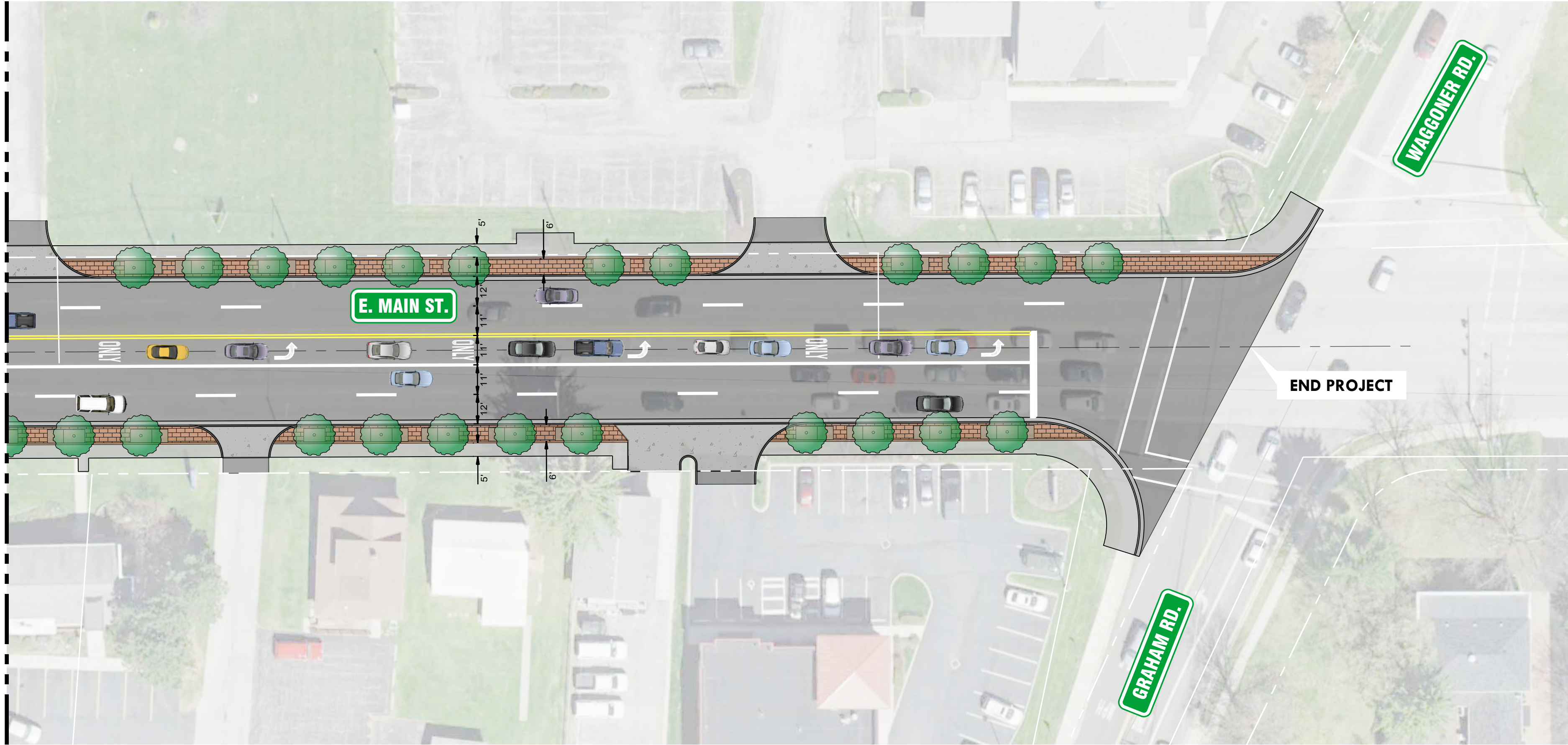
Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

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MATCH LINE STATION SEE THIS SHEET



REVISIONS		
MARK	DATE	DESCRIPTION

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
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Reynoldsburg

OHIO • 1839

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
**EAST MAIN STREET
PHASE 2**

DATE	JULY 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

MATCH LINE STATION SEE THIS SHEET

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH						
1	201	Clearing and Grubbing	1	L.S.	\$30,000.00	\$30,000.00
2	202	Existing Curb Removed	2,200	L.F.	\$10.00	\$22,000.00
3	202	Existing Driveway Approach Removed	900	S.Y.	\$20.00	\$18,000.00
4	202	Existing Pavement Removed	1,300	S.Y.	\$20.00	\$26,000.00
5	253	Full Depth Pavement Repair	2,000	S.Y.	\$120.00	\$240,000.00
6	259	Driveway Permanent Pavement Replacement, Type 3A	100	C.Y.	\$650.00	\$65,000.00
7	259	Driveway Permanent Pavement Replacement, T=8-in Type 3B	100	C.Y.	\$750.00	\$75,000.00
8	452	Commercial Concrete Drive Approach, Class MS, Per R-11 (T=8-in)	700	S.Y.	\$100.00	\$70,000.00
9	605	4-in Underdrain	3,000	L.F.	\$7.50	\$22,500.00
10	609	Combination Curb and Gutter	2,700	L.F.	\$30.00	\$81,000.00
11	609	Curb, Straight 18-in	730	L.F.	\$35.00	\$25,550.00
12	653	Topsoil Furnished and Placed (T=3")	210	C.Y.	\$55.00	\$11,550.00
13	659	Seeding and Mulching	2,500	S.Y.	\$2.25	\$5,625.00
14	659*	Watering, Per Plan	1	L.S.	\$1,500.00	\$1,500.00
15	809	Fire Hydrant Relocated	4	Ea.	\$4,500.00	\$18,000.00
16	SPEC	COTA Bus Stop Enclosure Removed, Stored and Re-Erected	1	L.S.	\$15,000.00	\$15,000.00
FULL DEPTH SUBTOTAL:						\$726,725.00
LESS THAN FULL DEPTH						
17	254	Pavement Planing, 3"	9,000	S.Y.	\$4.00	\$36,000.00
18	407	Tack Coat (0.1Gal / SY)	900	Gal.	\$5.00	\$4,500.00
19	441	Asphalt Concrete, Intermediate Course, Type 2, (448) PG 70-22M (T=1.75-in)	900	Tons	\$110.00	\$99,000.00
20	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 70-22M, (T=1.25-in)	640	Tons	\$100.00	\$64,000.00
21	630	Traffic Signage	1	L.S.	\$20,000.00	\$20,000.00
22	644	Pavement Marking/Striping	1	L.S.	\$25,000.00	\$25,000.00
LESS THAN FULL DEPTH SUBTOTAL:						\$248,500.00
STREET LIGHTING						
17	202	Demolition/Removal of Existing Street Lights/Wood Poles	1	L.S.	\$25,000.00	\$25,000.00
18	1001	Pull Box, Medium Duty, 13"x24"	12	Ea.	\$600.00	\$7,200.00
19	1001	Conduit, 2" Under Sidewalk	2,400	L.F.	\$17.00	\$40,800.00
20	1001*	Conduit, 2" Under Street Pavement	900	L.F.	\$21.00	\$18,900.00
21	1001	Foundation, Reinforced, 4'	24	Ea.	\$800.00	\$19,200.00
22	1001	Post Top Light Pole	24	Ea.	\$1,200.00	\$28,800.00
23	1001	Luminaire, LED, 240 Volt Post top	24	Ea.	\$1,000.00	\$24,000.00
24	1001	Pole to Be Wired, Complete, Anchor Base (Pedestal Base)	24	Ea.	\$400.00	\$9,600.00
25	1001	120/240V Ground Mounted Contol Site, Complete	2	Ea.	\$6,000.00	\$12,000.00
26	1001	Circuit Cable, Three #4 AWG, CU, 5kV	3,300	Ckt. Ft.	\$4.00	\$13,200.00
STREET LIGHTING SUBTOTAL:						\$198,700.00
STORM SEWER						
27	202	Existing Pipe Removed (12-in - 36-in)	1,200	L.F.	\$20.00	\$24,000.00
28	202	Existing Storm Structure Removed	18	Ea.	\$650.00	\$11,700.00
29	604	Curb and Gutter Inlet	18	Ea.	\$2,750.00	\$49,500.00
30	604	Manhole, Type C	10	Ea.	\$5,000.00	\$50,000.00
31	604*	Manhole, Reconstructed to Grade	6	Ea.	\$3,000.00	\$18,000.00
32	604*	Manhole, Adjust to Grade	2	Ea.	\$250.00	\$500.00
33	604	Cleanout	5	Ea.	\$250.00	\$1,250.00
34	901*	12-in Storm Sewer with Type 1 Bedding and Type A Backfill	750	L.F.	\$90.00	\$67,500.00
35	901	18-in Storm Sewer with Type 1 Bedding and Type A Backfill	300	L.F.	\$110.00	\$33,000.00
36	901	24-in Storm Sewer with Type 1 Bedding and Type A Backfill	400	L.F.	\$125.00	\$50,000.00
37	901	36-in Storm Sewer with Type 1 Bedding and Type A Backfill	650	L.F.	\$175.00	\$113,750.00
38	Spec.	Bioretention Basins	1	L.S.	\$100,000.00	\$100,000.00
STORM SEWER SUBTOTAL:						\$519,200.00
SIDEWALK						
39	202	Concrete Curb Ramps, Removed	6	Ea.	\$1,500.00	\$9,000.00
40	202	Concrete Sidewalk, Removed	8,800	S.F.	\$10.00	\$88,000.00
41	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class S, Buff Wash	15,600	S.F.	\$8.00	\$124,800.00
42	608	Detectable Warning System, 2-ft x 5-ft, Type E, Red (Per Columbus SS 1551)	12	Ea.	\$250.00	\$3,000.00
43	SPEC	Retaining Wall	600	S.F.	\$75.00	\$45,000.00
44	SPEC	Existing Steps Repaired/Replaced	1	L.S.	\$25,000.00	\$25,000.00
SIDEWALK SUBTOTAL:						\$294,800.00

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
GENERAL ITEMS						
45	207	Sedimentation and Erosion Control	1	L.S.	\$20,000.00	\$20,000.00
46	207*	Construction Seeding and Mulching	2,000	S.Y.	\$1.00	\$2,000.00
47	614	Maintaining Traffic	1	L.S.	\$100,000.00	\$100,000.00
48	615*	Temporary Pavement	250	S.Y.	\$65.00	\$16,250.00
49	632	Construction Layout Staking	1	L.S.	\$20,000.00	\$20,000.00
50	SPEC	OPWC Project Sign	2	Ea.	\$1,750.00	\$3,500.00
GENERAL ITEMS SUBTOTAL:						\$161,750.00
						SUBTOTAL: \$2,149,675.00
						CONSTRUCTION CONTINGENCY AT 10%: \$214,968.00
						CONSTRUCTION TOTAL: \$2,364,643.00
						ENGINEERING FEES - FINAL DESIGN: \$214,968.00
						CONSTRUCTION INSPECTION: \$214,968.00
						RIGHT-OF-WAY / LAND ACQUISITION: \$110,000.00
						TOTAL PROJECT COST: \$2,904,579.00
Professional Engineer's Signature _____						

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
July 13, 2020

ADDITIONAL BID 1

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
SIDEWALK						
A1-1	SPEC	Clay Brick Pavers - Pedestrian	8,500	S.F.	\$20.00	\$170,000
A1-2	SPEC	Limestone Bench	35	Ea.	\$1,000.00	\$35,000
A1-3	SPEC	Gateway Feature Column	3	Ea.	\$5,000.00	\$15,000
A1-4	SPEC	Paver Edge Restraint	3,500	L.F.	\$15.00	\$52,500
SIDEWALK SUBTOTAL:						\$272,500
SITE LANDSCAPING						
A1-5	661	Deciduous Tree	70	Ea.	\$700.00	\$49,000
A1-6	661	Ornamental Tree	8	Ea.	\$400.00	\$3,200
A1-7	661	Gl Plantings (Shrubs/grasses)	2,000	S.F.	\$8.00	\$16,000
A1-8	661	Groundcover	2,700	S.F.	\$5.00	\$13,500
A1-9	661	Perennials/Annuals	1	L.S.	\$2,000.00	\$2,000
A1-10	661	Planting Soil Mixture	200	C.Y.	\$60.00	\$12,000
A1-11	661	3" Shredded Hardwood Mulch	60	C.Y.	\$50.00	\$3,000
A1-12	661	Seeded Lawn Repair	1	L.S.	\$1,000.00	\$1,000
SITE LANDSCAPING SUBTOTAL:						\$99,700
SITE FURNISHINGS & AMENITIES						
A1-13	SPEC	Decorative Planter Fence	1,500	L.F.	\$75.00	\$112,500
A1-14	SPEC	Planter Pot - Large	32	Ea.	\$2,200.00	\$70,400
A1-15	SPEC	Planter Pot - Small	25	Ea.	\$1,500.00	\$37,500
A1-16	SPEC	Trash Receptacle	10	Ea.	\$2,000.00	\$20,000
A1-17	SPEC	Bike Racks	5	Ea.	\$5,000.00	\$25,000
SITE FURNISHINGS & AMENITIES SUBTOTAL:						\$265,400
SUBTOTAL:						\$637,600
CONSTRUCTION CONTINGENCY AT 10%:						\$63,760
CONSTRUCTION TOTAL:						\$701,360
ENGINEERING FEES - FINAL DESIGN:						\$63,760
CONSTRUCTION INSPECTION:						\$63,760
TOTAL PROJECT COST:						\$828,880

Professional Engineer's Signature

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (EMH&T Design Services East

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Safety, Law and Courts Committee****RE: Source of Income Regarding Fair Housing**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This legislation has been prepared and submitted at the request of Councilmember Strickland to prohibit housing discrimination against individuals and families based on source of income.

An Ordinance to Amend Chapter 503 of the Codified Ordinances of the City of Reynoldsburg to Provide Fair Housing Opportunities for Individuals and Their Families Regardless of the Source of Income to Pay for Such Accommodations

WHEREAS, the Council of the City of Reynoldsburg seeks to provide appropriate protection for all citizens and their right to equal housing opportunities; and

WHEREAS, any person, persons, or family who receives financial assistance for the payment of rent should have fair access to rental housing in the City of Reynoldsburg; and

WHEREAS, such individuals may include veterans, recipients of disability payments, households with rental assistance vouchers and anyone with other governmental or private sources of payment should be protected from discrimination when seeking rental housing solely on the basis of of source of payment; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, landlords who own rental property in the City of Reynoldsburg will retain the right to apply appropriate screening criteria regarding tenant history, credit scores, and can charge security deposits as financial protection; and

WHEREAS, the City of Reynoldsburg reaffirms its commitment to being a welcoming community for all, and will continue to explore and enact policy reforms and programs in order to expand the quality and availability of affordable housing to families in the City.

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

Section 1. Chapter 503 of the Codified Ordinances of the City of Reynoldsburg shall be amended to include "source of income" as a protected status under the Section on Unlawful Discriminatory Housing Practices.

Section 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

CHAPTER 503

UNLAWFUL DISCRIMINATORY PRACTICES

503.01 Purpose

It is the intent of the Reynoldsburg City Council to create safeguards and protections against discrimination and intimidation based on race, religion, ethnicity, national origin, sex, disability, military status, family or marital status, sexual orientation, gender identity or expression, and natural hairstyle and/or texture.

503.03 Definitions

As used in this Chapter:

- A. "Age" means at least forty (40) years old.
- B. "Aggrieved individual" means an individual who claims to have been injured by an unlawful discrimination act or practice described in this Chapter.
- C. "City Attorney" means the individual duly elected pursuant to Section 6.01 of the Charter of the City of Reynoldsburg.
- D. "Complainant" means an aggrieved individual who, pursuant to the provisions of this Chapter, files with the Clerk of Council a written complaint alleging an unlawful discriminatory act or practice.
- E. "Disability" means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
 - 1. "Physical or mental impairment" includes any of the following:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;
 - b. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, and emotional illness.

2. "Physical or mental impairment" does not include any of the following:
 - a. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
 - b. Compulsive gambling, kleptomania, or pyromania;
 - c. Mental or psychological disorder, or disease or condition, caused by an illegal use of any controlled substance by an employee, applicant, or another individual, if an employer, employment agency, personnel placement service, labor organization, or joint labor management committee acts on the basis of that illegal use.
- F. "Discriminate", "Discrimination", or "Discriminatory" means to differentiate and treat differently including to segregate or separate.
- G. "Employee" means an individual employed by an employer but does not include any individual employed in the domestic service of any person.
- H. "Employer" means any person who regularly employs for compensation four (4) or more individuals, excluding the employer's parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, provided "employer" does not include a public school system, or an agency of government other than the City.
- I. "Employment agency" means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- J. "Familial status" means either of the following:
 1. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian; or
 2. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age.
- K. "Gender Expression or Identity" means actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.
- L. "Hearing Officer" means a neutral independent contractor, hired by the City, who conducts an administrative hearing based on a complaint filed pursuant to the provisions of this Chapter.

- M. "Housing accommodations" including any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence or sleeping place of one (1) or more individuals, groups or families, whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to the authorization of the owner, by the owner, or by such person's legal representative.
- N. "Labor organization" includes any organization that exists, in whole or in part, for the purpose of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in relation to employment.
- O. "Military status" means a person's status in "Service in the uniformed services" as defined in Section 5923.05 of the Ohio Revised Code.
- P. "Natural hair types and natural styles commonly associated with race" means hairstyle, type, and texture, treated and untreated, as well as protective hairstyles such as natural hair, afros, braids, twists, cornrows, and locks, which hair types and hairstyles are commonly associated with African-Americans and their racial ethnic, and cultural identities.
- Q. "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution; and the City of Reynoldsburg and all political subdivisions, authorities, agencies, boards, and commissions thereof.
- R. "Place of public accommodation" means any inn, restaurant, eating house, barbershop, hotel, motel, bank or other financial services institution, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- S. "Protected Class" means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity or expression, or natural hair types and natural styles commonly associated with race.
- T. "Public use areas" means interior or exterior rooms or spaces of a privately owned building that are made available to the general public.

- U. “Restrictive covenant” means any specification in a deed, land contract or lease limiting the use of any housing because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status as a condition of affiliation or approval.
- V. “Service in the uniformed services” means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. “Service in the uniformed services” includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.
- W. “Sex” means male, female, neither, or both, and includes pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.
- X. “Sexual orientation” means a person’s actual or perceived homosexuality, bisexuality; or heterosexuality.
- X.Y. “Source of Income” means lawful income, including but not limited to, income derived from wages, social security, supplemental security income, any form of federal, state or local assistance payments or subsidies, including rent vouchers, child support, spousal support, and public and private assistance which can be verified and substantiated.
- Y.Z. “Uniformed services” means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.
- Z.AA. “Unlawful discriminatory practice” means any act prohibited by Chapter 503 of the Reynoldsburg Code of Ordinances.

503.05 Unlawful discriminatory employment practices.

- A. It shall be an unlawful discriminatory employment practice, except where based upon applicable national security regulations established by the United States:

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1. For any employer, because of a person being in a Protected Class, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hiring, compensation, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
2. For an employment agency or personnel placement service, because of a person being in a Protected Class, to do any of the following:
 - a. Refuse or fail to accept, register, classify properly, or refer for employment, or otherwise discriminate against any person;
 - b. Comply with a request from an employer for referral of applicants for employment, if the request directly or indirectly indicates that the employer fails to comply with the provisions of this chapter.
3. For any labor organization to do any of the following:
 - a. Limit or restrict its membership on the basis of a person being in a Protected Class;
 - b. Discriminate against, limit the employment opportunities of, or otherwise adversely affect the employment status, wages, hours, or employment conditions of any person as an employee because of a person being in a Protected Class.
4. For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of that person being in a Protected Class, in admission to, or employment in, any program established to provide apprentice training.
5. Except where based on a bona fide occupational qualification certified in advance by an agency of the state or federal government or a political subdivision, for any employer, employment agency, personnel placement service, or labor organization, prior to employment or admission to membership, to do any of the following:
 - a. Elicit or attempt to elicit any information concerning the Protected Class status of an applicant for employment or membership;
 - b. Use any form of application for employment, or personnel or membership blank, seeking to elicit information regarding a person's Protected Class status; provided an employer holding a contract containing a nondiscrimination clause with the government of the United States, or any department or agency of that government, may require an employee applicant for employment to furnish documentary proof of United States

- citizenship and may retain that proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;
- c. Utilize in the recruitment or hiring of persons any employment agency, personnel placement service, training school or center, labor organization, or any other employee-referring source known to discriminate against persons because of their being in a Protected Class.
6. For any employer to discriminate against an individual with a disability in any of the following ways:
 - a. By limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee.
 - b. By failing to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, unless the employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer.
 - c. By denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, on the basis of such disabled individual's use of a service animal, provided nothing in this chapter shall be construed to require any employer, as a reasonable accommodation, to provide a service animal to a disabled person.
 7. For any employer to discriminate against a woman affected by pregnancy, childbirth, or related medical conditions for any employment-related purposes, including receipt of benefits under fringe benefit programs, or to fail to treat a woman so affected the same as other persons not so affected but similar in their ability or inability to work.
 8. For any employer to discriminate against an employee or potential employee on the basis of age in offering any job opening or in the discharge of an employee without just cause who is physically able to perform the duties and otherwise meets the established requirements of the job and laws pertaining to the relationship between employer and employee.
 9. For any employer, employment agency, or labor organization to discriminate against any person because that person has opposed any practice forbidden by this Chapter, or because that person has made a complaint or assisted in any manner in any investigation or proceeding under this Chapter.
 10. For any person, whether or not an employer, employment agency, or labor organization, to aid, incite, compel, coerce, or participate in the doing of any act

declared to be an unlawful discriminatory practice by this Chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this Chapter, or to attempt directly or indirectly to commit any act declared by this Chapter to be an unlawful discriminatory practice by this Chapter.

B. With regard to age, it shall not be an unlawful discriminatory practice and it shall not constitute a violation of this chapter for any employer, employment agency, joint labor-management committee controlling apprenticeship training programs, or labor organization to do any of the following:

1. Establish bona fide employment qualifications reasonably related to the particular business or occupation that may include standards for skill, aptitude, physical capability, intelligence, education, maturation, and experience;
2. Observe the terms of a bona fide seniority system or any bona fide employee benefit plan, including, but not limited to, a retirement, pension, or insurance plan, that is not a subterfuge to evade the purposes of this section. However, no such employee benefit plan shall excuse the failure to hire any individual, and no such seniority system or employee benefit plan shall require or permit the involuntary retirement of any individual, because of the individual's age except as provided for in the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 623, as amended by the "Age Discrimination in Employment Act Amendments of 1986," 29 U.S.C.A. 623, as amended, or as later amended.
3. Retire an employee who has attained sixty-five years of age who, for the two-year period immediately before retirement, was employed in a bona fide executive or a high policymaking position, if the employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit-sharing, savings, or deferred compensation plan, or any combination of those plans of the employer of the employee, which equals, in the aggregate, at least forty-four thousand dollars, in accordance with the conditions of the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 631, as amended by the "Age Discrimination in Employment Act Amendments of 1986", 29 U.S.C.A. 631, as amended, or as later amended;
4. Observe the terms of any bona fide apprenticeship program if the program is registered with the Ohio Apprenticeship Council pursuant to sections 4139.01 to 4139.06 of the Ohio Revised Code and is approved by the federal committee on apprenticeship of the United States Department of Labor.

C. Nothing in this chapter shall be construed to prohibit any of the following:

1. The designation of uniform age the attainment of which is necessary for public employees to receive pension or other retirement benefits pursuant to Chapter 145., 742., 3307., 3309., or 5505. of the Ohio Revised Code;
 2. The establishment of maximum age requirements for original appointment to a police department or fire department pursuant to sections 124.41 and 124.42 of the Ohio Revised Code;
 3. Any establishment of a maximum age not in conflict with federal law that may be established by a municipal charter, municipal ordinance, or resolution of a board of township trustees for original appointment as a police officer or firefighter;
 4. Any establishment of a mandatory retirement provision not in conflict with federal law, a municipal charter, municipal ordinance, or resolution of a board of township trustees pertaining to police officers and firefighters.
- D. Nothing in this section shall be construed to require a person with a disability to be employed or trained under circumstances that would significantly increase the occupational hazards affecting either the person with a disability, other employees, the general public, or the facilities in which the work is to be performed, or to require the employment or training of a person with a disability in a job that requires the person with a disability routinely to undertake any task, the performance of which is substantially and inherently impaired by the person's disability.
- E. Nothing in this chapter shall prohibit an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee from doing any of the following:
1. Adopting or administering reasonable policies or procedures, including, but not limited to, testing for the illegal use of any controlled substance, that are designed to ensure that an individual no longer is engaging in the illegal use of any controlled substance. For purposes of this chapter, a test to determine the illegal use of any controlled substance does not include a medical examination;
 2. Prohibiting the illegal use of controlled substances and the use of alcohol at the workplace by employees;
 3. Requiring that employees not be under the influence of alcohol or not be engaged in the illegal use of any controlled substance at the workplace;
 4. Requiring that employees behave in conformance with the requirements established under "The Drug-Free Workplace Act of 1988", 41 U.S.C.A. 701, as amended;

5. Holding an employee who engages in the illegal use of any controlled substance or who is an alcoholic to the same qualification standards for employment or job performance, and the same behavior, to which the employer, employment agency, personnel placement service, labor organization, or joint labor-management committee holds other employees, even if any unsatisfactory performance or behavior is related to an employee's illegal use of a controlled substance or alcoholism;
 6. Exercising other authority recognized in the "Americans with Disabilities Act of 1990", 42 U.S.C.A. 12101, as amended, including, but not limited to, requiring employees to comply with any applicable federal standards.
- F. This Section does not apply to any religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of its activities.
- G. Whoever violates this section is guilty of an unlawful discriminatory employment practice.

503.07 Unlawful discriminatory housing practices.

- A. Subject to the limitations, exceptions, and qualifications provided in Section 4112.024 of the Ohio Revised Code, it shall be an unlawful discriminatory housing practice for any person to do any of the following:
1. Refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of a person being in a Protected Class or a person's Source of Income;
 2. Represent to any person that housing accommodations are not available for inspection, sale, or rental, when in fact they are available, and the representation of unavailability is based on the person seeking such housing accommodations being in a Protected Class or a person's Source of Income;
 3. Discriminate against any person in the making or purchasing of loans or the provision of other financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations, or any person in the making or purchasing of loans or the provision of other financial assistance that is secured by residential real estate, because of that person being in a Protected Class, or because the neighborhood in which the housing accommodations are located is composed of one or more Protected Classes, provided that the person,

whether an individual, corporation, or association of any type, lends money as one of the principal aspects or incident to the person's principal business and not only as a part of the purchase price of an owner-occupied residence the person is selling nor merely casually or occasionally to a relative or friend;

4. Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because the person's Source of Income or because the person is in a Protected Class, or because of the composition, in terms of Protected Class, of the neighborhood in which the housing accommodations are located;
5. Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations because of a person being in a Protected Class, or because of the composition, in terms of Protected Class, of the neighborhood in which the housing accommodations are located;
6. Refuse to consider without prejudice the combined income of both lawfully married spouses for the purpose of extending mortgage credit to a married couple or either member of a married couple;
7. Except as otherwise provided in this section, make any inquiry, elicit any information, or use any form of application containing questions or entries concerning a person's Protected Class status in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations.
8. Include in any deed, land contract, transfer, rental, or lease of housing accommodations any discriminatory restrictive covenant, or honor or exercise, or attempt to honor or exercise, any discriminatory restrictive covenant;
9. Induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that a change has occurred or may occur with respect to the Protected Class composition of the block, neighborhood, or other area in which the housing accommodations are located, or induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that the presence or anticipated presence of persons of any

Protected Class in the block, neighborhood, or other area will or may have results including, but not limited to, the following:

- a. The lowering of property values;
 - b. A change in the composition, in terms of a Protected Class, of the block, neighborhood, or other area;
 - c. An increase in criminal or antisocial behavior in the block, neighborhood, or other area;
 - d. A decline in the quality of the schools serving the block, neighborhood, or other area.
10. Discourage or attempt to discourage the purchase by a prospective purchaser of housing accommodations, by representing that any block, neighborhood, or other area has undergone or might undergo a change in composition with respect to a Protected Class;
11. Deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or discriminate against any person in the terms or conditions of that access, membership, or participation, because of a person being in a Protected Class;
12. For any person to discriminate in any manner against any other person because that person has opposed any unlawful practice defined in this chapter, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this chapter;
13. Refuse to sell, transfer, assign, rent, lease, sublease, or finance, or otherwise deny or withhold, a burial lot from any person because of a person being in a Protected Class, or because of any prospective owner or user of the lot being in a Protected Class;
14. Discriminate in the sale or rental of, or otherwise make unavailable or deny, housing accommodations to any buyer or renter because of the person's source of income or the Protected Class status of the buyer or renter, or any person residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;
15. Discriminate in the terms, conditions, or privileges of the sale or rental of housing accommodations to any person or in the provision of services or facilities to any person in connection with the housing accommodations because of the person's source of income or the Protected Class status of that person or any person residing

in or intending to reside in the housing accommodations after they are sold, rented, or made available;

16. Except as otherwise provided in this section, make an inquiry of an applicant to determine the Protected Class status of the applicant for the sale or rental of housing accommodations, or any person residing in or intending to reside in the housing accommodations after they are sold, rented, or made available. The following inquiries may be made of all applicants for the sale or rental of housing accommodations, regardless of the applicant's Protected Class:
 - a. An inquiry into an applicant's ability to meet the requirements of ownership or tenancy;
 - b. An inquiry to determine whether an applicant is qualified for housing accommodations available only to persons with disabilities or persons with a particular type of disability;
 - c. An inquiry to determine whether an applicant is qualified for a priority available to persons with disabilities or persons with a particular type of disability;
 - d. An inquiry to determine whether an applicant currently uses a controlled substance in violation of section 2925.11 of the Ohio Revised Code or a substantively comparable municipal ordinance;
 - e. An inquiry to determine whether an applicant at any time has been convicted of or pleaded guilty to any offense, an element of which is the illegal sale, offer to sell, cultivation, manufacture, other production, shipment, transportation, delivery, or other distribution of a controlled substance.
17. Refuse to permit, at the expense of a person with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the person with a disability, if the modifications may be necessary to afford the person with a disability full enjoyment of the housing accommodations. This division does not preclude a landlord of housing accommodations that are rented or to be rented to a disabled tenant from conditioning permission for a proposed modification upon the disabled tenant's doing one or more of the following:
 - a. Providing a reasonable description of the proposed modification and reasonable assurances that the proposed modification will be made in a work-like manner and that any required building permits will be obtained prior to the commencement of the proposed modification;
 - b. Agreeing to restore at the end of the tenancy the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of

occupancy, if it is reasonable for the landlord to condition permission for the proposed modification upon the agreement;

- c. Paying into an interest-bearing escrow account that is in the landlord's name, over a reasonable period of time, a reasonable amount of money not to exceed the projected costs at the end of the tenancy of the restoration of the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if the landlord finds the account reasonably necessary to ensure the availability of funds for the restoration work. The interest earned in connection with an escrow account described in this division shall accrue to the benefit of the disabled tenant who makes payments into the account.
18. Condition permission for a proposed modification of a dwelling unit upon a disabled tenant's payment of a security deposit that exceeds the customarily required security deposit of all tenants of the particular housing accommodations.
 19. Refuse to make reasonable accommodations in rules, policies, practices, or services when necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit, including associated public and common use areas;
 20. Fail to comply with the standards and rules adopted under division (A) of section 3781.111 of the Ohio Revised Code;
 21. Discriminate against any person in the selling, brokering, or appraising of real property because of the person being in a Protected Class;
 22. For any person to discriminate in any manner against any other person because that person has opposed any unlawful discriminatory practice defined in this section or because that person has made a charge, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under this chapter or sections 4112.01 to 4112.07 of the Ohio Revised Code.
 23. For any person to knowingly aid or abet the doing of any act declared by this section to be an unlawful discriminatory practice, to knowingly obstruct or prevent any person from complying with this chapter or any order issued under it, or to knowingly attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice.
- B. Nothing in this chapter shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

- C. Nothing in this chapter limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- D. Nothing in this chapter prohibits the owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this chapter and are formulated, implemented, and interpreted in a manner consistent with this chapter and any applicable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- E. Nothing in this chapter requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- F. Nothing in this chapter pertaining to unlawful discriminatory housing practice shall be construed to apply to "housing for older persons" as defined and provided in section 42 U.S.C. 3607 (b)(2), as amended.
- G. Nothing in this section shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for a person with a disability, to relieve any person with a disability of any obligation generally imposed on all persons regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.
- G.H. If a residential landlord requires that a prospective tenant or current tenant have a certain threshold level of income, any source of income in the form of a rent voucher or subsidy must be subtracted from the total of the monthly rent prior to calculating if the income criteria have been met.
- H.I. Whoever violates this section is guilty of unlawful discrimination in housing accommodations.

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503.09 Unlawful discriminatory practices in public accommodations.

It shall be an unlawful discriminatory practice:

- A. For any owner, operator, or manager of a place of public accommodation to deny to any person or permit any employee to deny to any person, except for reasons applicable alike

to all persons regardless of them being in a Protected Class, the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation; or

- B. For any owner, operator, or manager of a place of public accommodation to publish, circulate, issue, display, post or mail, either directly or indirectly, any printed or written communication, notice or advertisement to the effect that any of the accommodations, advantages, facilities, goods, products, services, and privileges of any such place shall be refused, withheld or denied to any person on account of that person being in a Protected Class, or that such person is unwelcome, objectionable, or not acceptable, desired or solicited; or
- C. For any owner, operator, or manager of a place of public accommodation to deny to any individual with a disability the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation on the basis of such individual's use of a service animal, provided:
 - 1. The disabled individual using the service animal may be prohibited from having the service animal present in the place of public accommodation if the animal is out of control, as provided by 28 CFR 35.136(d), and the animal's handler does not take effective action to control it.
 - 2. If it is not readily apparent what service a service animal provides, the owner, operator, manager, or an employee of a place of public accommodation may inquire whether the service animal is required because of the disabled person's disability, provided an inquiry may not be made as to disabled person's disability or the disabled person's medical condition or requirements.
 - 3. The owner, operator, manager, or employees of a place of public accommodation are not required to provide care or food for the service animal.
- D. No person shall aid, abet, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.
- E. Unless otherwise prohibited by law, nothing in this section shall be construed to prohibit any person from offering senior citizen price discounts or other privileges exclusively for the benefit of senior citizens.
- F. Nothing in this section shall be construed to require the modification of existing facilities or the construction of new or additional facilities.
- G. Nothing in this section shall prohibit a religious or denominational institution, organization, society or association or any nonprofit charitable or educational organization

that is operated, supervised or controlled by or in connection with a religious organization, from limiting its offerings of goods, services, facilities, and accommodations to a person of the same religion, or from giving preference to such persons, provided that such offerings mentioned are not offered for commercial purposes or supported by public funds.

- a. "Commercial purposes" shall be defined as "activities concerned with making money or profits, rather than, for example, providing a public service or other goods or services at cost."

H. Whoever violates this section is guilty of unlawful discrimination in public accommodations.

503.11 Complaint procedure.

A. Filing of the complaint.

1. An aggrieved person, complainant, may file with the Reynoldsburg Clerk of Council a written complaint sworn under oath which specifies the facts and circumstances, including the location, date(s), and time(s), of alleged unlawful discriminatory act(s) or practices that did or are occurring within the City limits and which identifies the person who committed or continues to commit the alleged unlawful discriminatory act(s) or practices.
2. If the charge of discrimination alleges a violation based on race, sex, ethnicity, national origin, religion, age, disability, military status, and/or any other class protected under state or federal law, then the Clerk of Council shall instruct the complainant to file a charge of discrimination with the Ohio Civil Rights Commission(OCRC)/Equal Employment Opportunity Commission (EEOC). The Clerk of Council shall provide the complainant with the information about this requirement and contact information for the OCRC/EEOC within ten (10) days from the date the charge was filed with the Clerk.
3. Concurrent with the filing of the complaint, the complainant shall provide to the Clerk of Council in writing the complainant's mailing address, telephone number, if any, and email address, if any.
4. The complaint shall not be accepted by the Clerk of Council if any of the following apply:

- a. The complaint is presented to the Clerk of Council more than 180 days following the most recent unlawful discriminatory act alleged in the complaint;
 - b. No incident location provided in the complaint is within the City of Reynoldsburg;
 - c. The investigation of the complaint is required to be conducted pursuant to the terms of a collective bargaining agreement to which the City is a party;
 - d. The complaint fails to include all the information required by (A)(1) of this section;
 - e. The complainant fails to concurrently provide a writing that includes the information required in (A)(2) of this section.
- 4. Upon receiving a complaint of an alleged unlawful discriminatory act, the Clerk of Council shall immediately date stamp the complaint and:
 - a. Forward a copy thereof to the City Attorney; and
 - b. Mail by certified or registered mail, return receipt requested, certified copies of the complaint to the Respondent.
- 5. The Clerk of Council shall retain the original date-stamped complaint and shall open and maintain a file on the matter during the pendency of any actions related to the complaint and for so long thereafter as is necessary to comply with the City's Records Retention Schedule.

B. Investigation by City Attorney

- 1. Upon receipt of the Complaint, the City Attorney or a designee of the City Attorney shall investigate the Complaint to determine if probable causes exists to believe a violation of this Chapter has occurred.
- 2. As part of said investigation, the City Attorney shall be permitted to issue an administrative subpoena for documents pursuant to Section 501.15 of the Codified Ordinances of the City of Reynoldsburg.
- 3. If the City Attorney determines the most recent of the unlawful discriminatory acts alleged in the complaint occurred more than 180 days before the date the complaint was filed with the Clerk of Council or that none of the alleged acts occurred within the City of Reynoldsburg, the City Attorney shall have no authority to investigate or take further actions except to return the complaint to the Clerk of Council with written notice to the Clerk of Council that the Complaint is outside the authority of the City Attorney.

4. Except as otherwise provided in this section, the City Attorney shall be authorized to mediate complaints, issue findings of fact and conclusions of law, issue cease and desist orders, and issue a formal recommendation.
5. If the City Attorney finds, after investigation, that there is probable cause to determine that the Respondent has committed an act of unlawful discrimination under this Chapter, the City Attorney shall file and forward the Complaint with the Reynoldsburg Clerk of Council with a recommendation to refer the Complaint to a Hearing Officer.
6. If the City Attorney finds, after investigation, that there is insufficient evidence to establish probable cause that Respondent has committed an act of unlawful discrimination under this Chapter, the City Attorney shall dismiss the Complaint and mail notice of dismissal to the Complainant and the Respondent by certified mail, return receipt requested.

C. Hearing Officer

1. Upon receipt of the recommendation of the City Attorney that probable cause exists to determine the Respondent has committed an act of unlawful discrimination under this Chapter, the Clerk of Council shall forward the recommendation to the Mayor.
2. The Mayor shall, upon receipt of the recommendation from the City Attorney, appoint a Hearing Officer who shall be an attorney licensed to practice law in the State of Ohio.
3. If a Hearing Officer is appointed, the Hearing Officer shall conduct an administrative hearing. In the hearing, the Hearing Officer shall take testimony and considering evidence presented by and on behalf of the Complainant and the Respondent respectively. After the hearing is concluded, the Hearing Officer shall issue findings of fact and conclusions of law, and if the Hearing Officer, in the Hearing Officer's sole discretion, deems it appropriate, the Hearing Officer may issue orders and impose sanctions provided in this Chapter.
4. If the Hearing Officer determines that the respondent is engaged in an unlawful discriminatory act or practice under this chapter, the final decision of the Hearing Officer may include the issuance to the Respondent of orders to cease and desist the unlawful discriminatory acts or practices. Any orders to cease and desist shall specify a time period for the Respondent's compliance.
5. If the Hearing Officer determines that the Respondent did engage in, or continues to engage in, an unlawful discriminatory act or practice under this chapter, the final

decision of the Hearing Officer may include the imposition upon the Respondent of the following:

- a. Reasonable costs of the administrative hearing, provided the cost of the Hearing Officer's services shall not be assessed against the Respondent.
 - b. Reasonable attorney fees incurred by the Complainant.
 - c. The imposition of a civil penalty in an amount not to exceed one thousand dollars (\$1,000.00); or two thousand five hundred dollars (\$2,500) if the Respondent has committed a violation of this Chapter during the five-year period preceding the date on which the Complaint was filed.
6. The final decision of the Hearing Officer may not include any orders for reinstatement of employment, refund of monies paid, other mitigation of damages, or any other orders for corrections or sanctions, except as provided in this section.
7. The final decision of the Hearing Officer may be appealed pursuant to the provisions of Chapter 2505 of the Ohio Revised Code.
8. The final decision issued by the Hearing Officer shall be in a writing served by ordinary United States Mail on the Respondent and the Complainant. The documents shall be deemed received and properly served upon the respondent five days following the mailing thereof. Copies of the final decision shall also be sent to the Clerk of Council and the City Attorney.

503.13 Complaints Alleging Unlawful Discriminatory Practices by the City of Reynoldsburg

If a Complaint is filed with the Clerk of Council alleging that the City, or one of its boards, commissions, departments, divisions, officials, or employees has engaged or is engaging in an unlawful discriminatory practice as defined by this Chapter, the following procedures shall apply:

- A. Upon receipt of the Complaint pursuant to Section 503.06(A)(4)(a), the City Attorney shall forward a copy of the Complaint to City Council.
- B. City Council may appoint a special counsel to conduct a preliminary investigation instead of the City Attorney
- C. The City Council may appoint a Hearing Officer to conduct a determination instead of the Mayor appointing the Hearing Officer.

503.15 Failure to comply with a subpoena.

No person shall fail to comply with a subpoena issued by the City Attorney or the Hearing Officer. Whoever violates this section is guilty of failure to comply with a subpoena, a misdemeanor of the fourth degree.

503.17 Failure to comply with an order of the Hearing Officer.

No person shall fail to comply with any portion of an order issued by the Hearing Officer within thirty days following service of the order or such period of time as the order provides, whichever is greater. Whoever violates this section is guilty of failure to comply with an order of the Hearing Officer, a misdemeanor of the first degree.

503.19 Failure to pay financial sanctions imposed by the Hearing Officer.

If a civil penalty or costs or both are imposed by the Hearing Officer on the Respondent, and any portion thereof remains unpaid thirty days following service of the order or following the expiration of the time period designated by the Hearing Officer, the City may institute civil enforcement proceedings against the Respondent.

503.21 Ethnic Intimidation

- A. No person shall violate Sections 2903.13, 2903.21, 2903, 22, 2907.06, 2911.06, 2911.07, 2911.21, 2911.211, 2913.02, 2913.04, 2917.11, 2917.12, 2917.21(A)(3) through (A)(5) of the Ohio Revised Code by reason of or where one of the motives is the victim's race, sex, sexual orientation, gender identity or expression, ethnicity, religion, national origin, disability, or military status.
- B. In a prosecution under this section, the offenders' motive, reason, or purpose may be shown by the offender's temporarily related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.
- C. Whoever violates this Section is guilty of Ethnic Intimidation, a misdemeanor of the first degree. If the underlying offense, as a necessary element of Ethnic Intimidation, is a misdemeanor of the first degree, there shall be a minimum mandatory jail sentence of at least ten (10) days.

503.23 Severability

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the Chapter as a whole or any part thereof other than the part declared invalid.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: March 22, 2021****TO: Public Service and Transportation Committee****RE: Establishment of a Rental Property Registration Program**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE CREATING CHAPTER 1397 RENTAL PROPERTY
REGISTRATION TO THE REYNOLDSBURG CODE OF ORDINANCES TO PROVIDE
FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED
WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg (“City”) is a community in the State of Ohio which is facing the challenges of providing safe, available and affordable housing for current and future residents; and

WHEREAS, the growth of the City has increased the pressure on neighborhoods and housing in the City; and

WHEREAS, the Reynoldsburg City Council recognizes the need for an organized residential rental registration program for program for residential rental units within the City to provide an efficient system of code enforcement for the welfare of all residents of the City; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, the Reynoldsburg City Council desires that all residential rental units within the City be registered with the Department of Development; and

WHEREAS, the Reynoldsburg City Council authorizes the Department of Public Service to develop a rental registration application and administrative procedures and policies for the purpose of registering appropriate buildings with residential rental units; and

WHEREAS, it is the desire of the Reynoldsburg City Council to adopt enforcement measures and penalties to encourage compliance with this ordinance for the health, safety and welfare of the all residents of the City of Reynoldsburg; and

WHEREAS, the Reynoldsburg City Code contains a Property Maintenance Code in Chapter 1711 to protect the health and safety of all residents, to promote the public welfare, and to place standards of maintenance upon property owners that protects the beauty and health of our City.

NOW, THEREFORE, BE IT ORDAINED BY THE REYNOLDSBURG CITY COUNCIL

SECTION 1. That Chapter 1397 shall be created and added to the Reynoldsburg Code of Ordinances to require registration of residential rental housing for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.

CHAPTER 1397 – RENTAL PROPERTY REGISTRATION

1397.01	Purpose
1397.02	Definitions
1397.03	Registration required
1397.04	Designated agent; Notice and Service of process
1397.05	Exempt rental dwelling units
1397.06	Registration application form
1397.07	Registration term and renewal
1397.08	Fees
1397.09	Inspections
1397.10	Maintenance standards
1397.11	Responsibility of designated agent
1397.12	Retaliatory Eviction Prohibited
1397.13	Notice of Violations
1397.14	Appeals
1397.15	Failure to Remediate
1397.16	Disclaimer of Liability
1397.17	Saving clause
1397.18	Validity
1397.99	Penalties

§1397.01 Purpose.

It is the purpose of this chapter to protect the public health, safety and welfare of the residents of Reynoldsburg by establishing minimum standards governing the maintenance, appearance, and condition of all rental housing properties, to impose certain responsibilities and duties upon owners and operators; to authorize and establish procedures for the inspection of rental housing properties; to provide for the issuance of rental certification; to establish a fee schedule for inspection; to authorize the vacation or condemnation of dwelling structures that are unsafe or unfit for human habitation; and to fix penalties for violations of this chapter.

Rental housing with code violations are a risk to new development, housing stock, property values, public health, safety, and welfare in the City of Reynoldsburg. This chapter is hereby declared to

be remedial and essential for the public interest, and it is intended that this chapter be liberally construed to effectuate the purposes as stated herein.

§1397.02 Definitions.

As used in this chapter, the words and terms below shall have the following meanings respectively prescribed to them in this chapter:

- A. "Appeal" means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.
- B. "City" means the City of Reynoldsburg.
- C. "Designated City Official" means the Director of Public Service or a designee.
- D. "Designated agent" means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.
- E. "Dwelling" means any building or portion of a building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for living purposes.
- F. "Dwelling unit" means a space within a dwelling, comprised of a living, cooking and dining area, a sleeping room or rooms, storage closets and bathing and toilet facilities, all used by only one family.
- G. "Lease" means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.
- H. "Notice of Violation" means a notice issued by the Designated City Official to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the *Reynoldsburg City Code*, ordinance, rule or regulation concerning the occupancy or condition of a premises that is or contains a rental dwelling unit.
- I. "Premises" means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.
- J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or

guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.

K. "Person" means an individual, corporation, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.

L. "Property manager" means a person other than the owner that has managing control of a rental unit.

M. "Rent" means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.

N. "Rental Dwelling Unit" means any structure or part thereof rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.

O. "Rental Inspector" means a person designated by the Designated City Official, qualified to conduct exterior and interior inspections of rental properties within the City. "Rental Inspector" may include, but is not limited to, Code Compliance Officers, Chief Building Official, and Assistant Chief Building Official.

N.P. "Short-Term Rental" means any dwelling that is rented wholly or partly for a fee less than thirty (3) consecutive days by persons other than the permanent occupant or owner from whom the permanent occupant or owner receive monetary compensation.

Q. "Tenant" means any person who rents or leases a rental housing property for living or dwelling purposes with the consent of the landlord, whether or not rent is paid to the owner.

~~P. "Rental Inspector" means a person designated by the Designated City Official, qualified to conduct exterior and interior inspections of rental properties within the City. "Rental Inspector" may include, but is not limited to, Code Compliance Officers, Chief Building Official, and Assistant Chief Building Official.~~

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§1397.03 Registration required.

No person shall lease, rent, or cause to be occupied a rental dwelling unit until first registering with the Designated City Official for that specific dwelling unit.

§1397.04 Designated agent; Notice and Service of process.

1. Every owner of a rental unit shall designate an agent who resides in the state who shall be responsible for operation of the unit and who may accept service of process and official notices on behalf of the owner. Any official notice or service of process issued to a designated agent shall be deemed as served or delivered upon the owner of record. Each owner or designated agent shall maintain a list of the names and number of tenants in each rental unit and advise the tenants of all known applicable City regulations regarding occupancy and premise conditions. Failure to maintain a property or to maintain any requirements regarding registration shall be grounds for revocation of an existing certificate or denial of issuance of a renewal certificate of registration.
2. The Designated Agent shall maintain an address for acceptance of service of process and official notices on behalf of the owner within twenty-five (25) miles of the municipal corporate limits of the City of Reynoldsburg.

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§1397.05 Exempt rental dwelling units.

1. The following dwellings are exempt from the requirements of this Chapter:
 - A. Owner-occupied, single-family dwellings;
 - B. Owner-occupied multi-family dwellings if the total number of occupants is equal to or less than ten (10) persons.
 - C. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;
 - D. Bed and breakfast inns without continuous occupancy by the same tenant for more than thirty (30) days.
 - ~~E. Any single family home without continuous occupancy by the same tenant for more than thirty days.~~
 - E. Nursing homes or residential care facilities as defined by Ohio Revised Code Section 3721.01

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2. Any rental dwelling unit that has been registered with the county of record pursuant to Ohio Revised Code Chapter 5323 shall be exempt from the provisions of Section 1397.06 of this Ordinance if the agent identified on the county registration has registered an address for service of process within twenty-five (25) miles of the City of Reynoldsburg.

G.

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§1397.06 Registration application form.

- A. Application for registration of rental dwelling units shall be on forms provided by the Designated City Official and shall include at a minimum the following:
 - (1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and
 - (2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent who must be located in the State of Ohio; and
 - (3) Address of each rental dwelling unit; and
 - (4) Number of detached structures on the lot or parcel and number of dwelling units per structure; and
 - (5) Number of parking spaces on the lot or parcel used for dwelling purposes.
- B. No post office boxes shall be accepted as a legal address for purposes of this chapter.
- C. Registrations shall be retained by the City as a public record and made available to any other City Department or public entity upon request.
- D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.
- E. Upon sale or transfer of the premises, the previous owner shall provide the Designated City Official with the name and contact information of the new owner so that they may complete a new application for certificate of registration.
- F. Upon construction of new rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each building or portion thereof used for rental purposes.

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§1397.07 Registration term and renewal.

Registration shall be made within ninety (90) days of the enactment of this Chapter. The term of the registration shall be valid so long as all of the original information and all registration fees are current. Sale or transfer of property shall cause the registration to expire and be no longer valid. Any new owner shall ~~submit a make~~ new application for registration for each dwelling unit prior to closing so as to maintain a continuous record of ownership in case of damage, vandalism, premises condition or other requirement necessitating public notification to the owner, but in no case more than thirty (30) days after sale or transfer.

§1397.08 Fees.

The fees described in this section are established in order to defray the costs to the City related to the health, safety, and economic impact of rental dwelling units, including but not limited to administrative costs for registering and processing rental dwelling units on an owner registration form and for the costs incurred by the City in monitoring the rental dwelling units in the City.

A. The following application and registration fees shall be remitted to the City:

- (1) Single-family rental dwelling unit – ~~seventy-five dollars (\$75.00)~~twenty-five dollars (\$25.00).
- (2) Two-family rental dwelling unit (aka “duplex”) – ~~seventy-five dollars (\$75.00)~~twenty-five dollars (\$25.00) for each dwelling unit.
- (3) Multi-family rental dwelling unit – ~~seventy-five~~twenty-five dollars (~~\$75~~\$25.00) for each of the first ~~four~~five dwelling units in one building structure and zero dollars (~~\$500~~.00) for each additional dwelling unit in that building structure.

B. The fees shall be submitted to the Designated City Official at the time a rental dwelling unit is registered with the City. ~~There shall be no annual registration fee.~~ Any original or renewal rental registration submitted more than ten (10) days after the due date shall be assessed a late fee of an additional twenty-five dollars (\$25.00) per unit. There shall be no annual registration fee.

C. A re-inspection fee of twenty-five dollars (\$25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.

D. Fees assessed and collected in accordance with this Section shall be maintained as a separate line item and will be dedicated solely to reimbursing the costs actually incurred by the City related to the enforcement of this Chapter.

§1397.09 Inspections.

- A. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this chapter shall be construed to require an occupant, operator or owner to consent to a warrantless inspection of a rental unit, dwelling, rooming house or premises except as provided by law.
- B. Any exterior or interior common area, which is accessible to the public, of any building containing more than one ~~residential rental~~ dwelling unit may be inspected at any time.
- C. Interior inspections of ~~residential rental~~ dwelling units may be performed at the request or consent of an occupant of a rental dwelling unit or by an owner or agent of an owner of a rental unit that is unoccupied.

~~D.~~ If the owner, occupant, or agent thereof, does not consent to the proposed inspection, the Designated City Official may appear before any judge in a court of competent jurisdiction and seek an administrative search warrant to allow an inspection. Any such application shall be made within ten (10) calendar days after the non-consent. The application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination whether there are violations of the Ohio Residential Building Code, the Property Maintenance Code under Chapter 1711 of the City Ordinances of Reynoldsburg, or any other applicable law. The Court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall be issued:

1. Eyewitness account of a violation;
2. Citizen complaints;
3. Tenant complaints;
4. ~~Violations in plain view~~ violations from the public right-of-way;
5. ~~Violations apparent from City records~~ pertaining to past violations;
6. Property deterioration;
- ~~7. Age of property;~~
- ~~8.7.~~ Nature of alleged violation;
- ~~9.8.~~ Condition of similar properties in the area;
- ~~10. Documented violations on similar properties in the area;~~
- ~~11.9.~~ Passage of time since last inspection;
- ~~12.10.~~ Previous violations on the property.

~~E.D.~~ If a warrant is issued, no owner, occupant, or agent thereof shall fail or neglect, upon presentation of a warrant, to properly permit entry therein by the code official or his/her duly authorized designee for the purpose of conducting a rental inspection and examination pursuant to this section and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, the rental inspection shall be limited to such areas as are in plain view.

~~F.E.~~ Upon occupation of a dwelling unit by a tenant, or if a dwelling has not been inspected for more than two (2) years, the Designated City Official shall send a letter to

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the occupant(s) advising said occupant(s) of their right to have an inspection with instructions on how to make that request to the Designated City Official.

~~G.F.~~ No criminal penalty, or any penalty or fine under this Chapter shall attach solely by reason of the owner's, occupant's or agent's refusal to consent to a full inspection.

§1397.10 Maintenance Standards.

Every owner, agent or person in charge of a rental unit or structure shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this Chapter, the Residential Building Code of Ohio, and the Property Maintenance Code contained in Chapter 1711.. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises. In addition to any requirements specified within this section of the codified ordinances, all applicable regulations provided for within the Codified Ordinances of the City of Reynoldsburg, shall apply and shall be subject to enforcement.

§1397.11 Responsibility of designated agent.

Designation of an agent by an owner shall cause the agent to be an additional responsible party for purposes of this Chapter and other chapters that may apply regarding the operation of the premises. All official notices of the City may be issued to the designated agent as well as the owner and in such case as a notice is served upon a designated agent such notice issued shall be deemed as having been served upon the owner of record.

§1397.12 Retaliatory Eviction Prohibited

It shall be a violation of this Chapter if a court of competent jurisdiction determines that any owner of a rental dwelling unit or his or her agent brought or threatened to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting the assistance of the Designated City Official with an alleged violation of this Chapter or the Property Maintenance Code set forth in Chapter 1711.

§1397.13 Notice of Violations

- A. The Designated City of Official, or his or designee, shall have the power to enforce all provisions of this Chapter.
- B. The Designated City Official, or his or her designee, shall have the responsibility to issue ~~to the owner of a rental dwelling unit or designated agent of an owner of a rental dwelling unit~~ any applicable Notice of Violation of any part of this Chapter, the Property Maintenance Code provided in Chapter 1711, or any other applicable section of the City ordinances. Such notice shall be delivered in person or by certified mail to the owner of the rental dwelling unit or to the designated agent of an owner of a rental dwelling unit.

- C. The Notice of Violation shall include the applicable code section the owner is alleged to have violated, a brief statement of the factual basis for the alleged violation, and instructions to the owner of the right to appeal under Section 1397.15.

§1397.14 Appeals.

The Board of Zoning and Building Appeals (the “Board”) shall have jurisdiction to hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Designated City Official in the enforcement or administration of this chapter.

Any person affected by any Notice of Violation which has been issued in connection with the enforcement of any of the provisions of this chapter may request and shall be granted a hearing on the matter by filing an appeal.

The person shall file, in the office of City Council, an appeal with a written request for the hearing and shall set forth the name, address, and phone number of the appellant and a brief statement of the grounds for the hearing and appeal from any Notice of Violation of this chapter. Requests shall be filed within 14 days of the date of the Notice of Violation. On receipt of the appeal, the Clerk of Council shall set a time and place for a hearing before the Board. The hearing shall be held within a reasonable time after a request has been filed. At the hearing, the appellant shall be given an opportunity to be heard and to show cause why the notice and order should be modified or dismissed, or why a variance should be granted. The failure of the appellant or his representative to appear and present his position at the hearing shall be grounds for dismissal of the request.

Any party entitled to appeal a decision of the Board may appeal to a court of competent jurisdiction.

§1397.15 Failure to Remediate

- A. If, after expiration of the time to file an appeal of a Notice of Violation or upon the affirmance by the Board and exhaustion of further appeals, the owner fails to remediate revision the violation, the Designated City Official shall have the power to issue a criminal or civil citation to the owner.
- B. Any citation issued under Section (A) shall be filed in the Reynoldsburg Mayor’s Court, in the Franklin County Municipal Court, Environmental Division, or in the appropriate county municipal court which shall have jurisdiction over the address where the violation occurred.

§1397.16 Disclaimer of liability.

A certificate of registration is not a warranty or guarantee that there are no defects in a rental dwelling unit and the City shall not be held liable to any person for the condition of the property.

§1397.17 Saving clause.

All proceedings pending and all rights and liabilities existing and acquired or incurred at the effective date of this chapter are saved and may be consummated according to the law in force when they were commenced.

§1397.18 Validity.

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

§1397.99 Penalties.

- A. Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of an unclassified misdemeanor that shall be punishable by up to one-thousand dollars (\$1000.00) in fines. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.
- B. The penalty provisions of this Chapter shall supersede the penalty provisions provided in Section 1711.99 of the Reynoldsburg Code of Ordinances solely as it relates to owners of rental dwelling units subject to this Chapter.
- C. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

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

DATE: March 22, 2021

TO: Finance and Administration Committee

RE: Requesting the Authorization to change Chapter 160.02 Authorized Personnel, Classifications and Pay Grade, Section (f) Police Department (see attached).

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE TO AMEND CHAPTER 160 SECTION 160.02 (f) POLICE
DEPARTMENT OF THE CODE OF ORDINANCES FOR THE CITY OF
REYNOLDSBURG, OHIO**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Reynoldsburg Chapter 160.

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

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend the Section 160.02 (f) Authorized Positions, Personnel, Classifications and Pay Grades Police Department to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

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

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

Attachment: Chapter 160 Feb 2021 SW.doc (Chapter 160 - Social Worker/Victim Advocate)

1/1/2021

Ordinance 96-2020 passed 12/8/2020

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Ordinance 96-2020 passed 12/8/2020

160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee who regularly works 20 hours per week who will receive sick time of 2.30 hours per pay, vacation at 1.54 hours per pay, and holiday pay at 4 hours per holiday.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 40 hours.

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee who regularly works 30 hours per week who will receive sick time of 3.45 hours per pay, vacation at 2.31 hours per pay, and holiday pay at 6 hours per holiday.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation at the conclusion of six years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

Part-time: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary	1	Unclassified	15
Clerk of Courts	1	Unclassified	18
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	8
Data Entry Operator	1	Classified	8
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	22
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
Special Events and Media Coordinator	1	Unclassified	14
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Senior Citizens Assistant	2 p/t	Classified	5
Senior Center Activities Instructor	1 p/t	Classified	3
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent/Arborist	1	Classified	14
Parks Grounds Maintenance	2	Classified	4
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	9	Classified	See Chapter 162
Support Services Supervisor	1	Classified	18
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Safety Records Technician	3	Classified	9
Public Safety Records/Research Technician	1	Classified	10
Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	11
Accreditation Manager	1 p/t	Classified	10
Training Coordinator	1p/t	Classified	10
Court Liaison	2 p/t	Classified	13
<u>Public Safety Social Worker/Victim Advocate</u>	<u>1</u>	<u>Classified</u>	<u>16</u>

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16

Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	12
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Permit Technician	2	Classified	11
Code Compliance Officer	4	Classified	10
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Manager	1	Classified	15
Account Clerk 2	4	Classified	8
(4) Street Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	22

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

160.03 SALARY SCHEDULE

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

BEGINNING July 1, 2021 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

Pay Grade	Step 1	Year 2 COLA	Step 2	Year 4 COLA	Step 3	Year 6 COLA	Step 4	Year 8 COLA	Step 5	Year 10 COLA	Step 6
3	\$15.91	2% COLA	\$16.70	2% COLA	\$17.54	2% COLA	\$18.41	2% COLA	\$19.34	2% COLA	\$20.30
4	\$16.88	2% COLA	\$18.51	2% COLA	\$20.12	2% COLA	\$21.74	2% COLA	\$23.30	2% COLA	\$24.96
5	\$17.30	2% COLA	\$18.97	2% COLA	\$20.62	2% COLA	\$22.29	2% COLA	\$23.89	2% COLA	\$25.58
6	\$17.65	2% COLA	\$19.35	2% COLA	\$21.02	2% COLA	\$22.73	2% COLA	\$24.36	2% COLA	\$26.09
7	\$18.00	2% COLA	\$19.74	2% COLA	\$21.44	2% COLA	\$23.18	2% COLA	\$24.85	2% COLA	\$26.61
8	\$19.13	2% COLA	\$20.78	2% COLA	\$22.45	2% COLA	\$24.08	2% COLA	\$25.75	2% COLA	\$27.41
9	\$20.05	2% COLA	\$21.78	2% COLA	\$23.53	2% COLA	\$25.24	2% COLA	\$26.99	2% COLA	\$28.73
10	\$20.55	2% COLA	\$22.53	2% COLA	\$24.12	2% COLA	\$25.87	2% COLA	\$27.67	2% COLA	\$29.45
11	\$20.96	2% COLA	\$22.77	2% COLA	\$24.60	2% COLA	\$26.38	2% COLA	\$28.22	2% COLA	\$30.04
12	\$21.38	2% COLA	\$23.23	2% COLA	\$25.09	2% COLA	\$26.91	2% COLA	\$28.78	2% COLA	\$30.64
13	\$21.81	2% COLA	\$23.69	2% COLA	\$25.59	2% COLA	\$27.45	2% COLA	\$29.36	2% COLA	\$31.25
14	\$22.24	2% COLA	\$24.16	2% COLA	\$26.11	2% COLA	\$27.99	2% COLA	\$29.95	2% COLA	\$31.88
15	\$22.69	2% COLA	\$24.65	2% COLA	\$26.63	2% COLA	\$28.55	2% COLA	\$30.55	2% COLA	\$32.52

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Scale will automatically adjust by 2% each year beginning January 1, 2022.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 26.00	\$ 40.00
15	\$ 27.00	\$ 42.00
16	\$ 28.00	\$ 44.00
17	\$ 29.00	\$ 46.00
18	\$ 30.00	\$ 48.00
19	\$ 31.00	\$ 50.00
20	\$ 32.00	\$ 52.00
21	\$ 34.00	\$ 54.00
22	\$ 36.00	\$ 56.00

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 50.00	\$ 65.00
26A	\$ 55.00	\$ 70.00

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall be set by the Appointing Authority within the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	\$8.00 - \$30.00
Seasonal Maintenance Employee	\$8.50 – \$16.00
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$12.00 per hour
Service Seasonal Laborer	\$10.00 - \$12.00per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$12.00per hour
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(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$7.00 to \$ \$60.00 per game
Program Assistant	\$7.80 - \$20.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	\$13.00 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(b) An employee may be compensated for the highest license regardless of how many are within the Department.

2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

3) Employees who work less than 20 hours per week on a regular basis will receive no benefits.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager
Assistant City Prosecutors	Clerk of Council
Planning & Zoning Administrator	Assistant City Attorney
Criminal Justice Program Administrator	

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in

order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c)The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d)In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Full-time employee of the City shall be eligible for longevity compensation at the conclusion of six (6) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective January1, 2021 the City will update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years

that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.

- 2) The Appointing Authority will determine what step an individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.
 - 4) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Annual increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.
 - 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.
- (b) Cost of Living Adjustments
- On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.
- (c) Promotions
- Upon promotion, the employee's rate of pay shall be adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the Appointing Authority.
- (d) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter

160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this "opt out" provision will be

determined by the Auditor.

5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
 - B. The allowances for assistance are as follows:
 1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.

4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the

City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of \$850 per year. Clothing selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Employees shall utilize the dry cleaning facility or facilities designated by the City. The following items shall be provided by the City:

Trousers — 5	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Gloves — 1 pair	Flashlight — 1
Hat, Summer — 1	Protective Vest — 1
Raincoat Cover — 1	Belt (Trouser) — 1
Hat Badge — 1	Gun Belt — 1
Breast Badge — 2	Service Weapon — 1
Name Plate — 2	Formal Dress Police Uniform
Whistle — 1	Whistle Chain — 1

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 3

Working Title: Public Safety Social Worker/Victim Advocate **Employee Number:**

DEPT./OFFICE: POLICE CLASS TITLE: PUBLIC SAFETY SOCIAL WORKER/VICTIM ADVOCATE	WORKING TITLE: PUBLIC SAFETY SOCIAL WORKER/VICTIM ADVOCATE EMPLOYEE NUMBER:
Status: Classified ☒ Unclassified ☐ Full-Time ☒ Part-Time ☐ Other ☐ OT Status Per Ord.: Exempt	Citation Code: 160.02 Reports To: Deputy Chief Normal Working Hours: 40 hours/week

ESSENTIAL FUNCTIONS OF THE POSITION: (For purposes of 42 USC 12101)

- 80% (1) Develops process for officers to refer community members through initial contact to resolution which may require short term case management as necessary to assure appropriate connection with providers; follow ups on referrals from offices and administration regarding matters concerning mental health, dependency and addiction, victim's services, family services and elderly needs to bridge available providers of social services; ability to engage individuals and verbally de-escalate in sometimes stressful or dynamic circumstances; provide support or guidance to concerned family members; works closely with CIT (Crisis Intervention Team) and CRO (Community Resource Officers) officers to monitor needs in community; facilitates follow-up to providers system when individual is not currently connected to services; pro-actively engages referred individuals in their home environments as needed to ensure connection with services. Develops and maintains positive working relationships with community behavioral health and other healthcare providers and other community systems; networks with community agencies and providers.
- 20% (2) Assists sworn training coordinator with developing and delivering Division training regarding specialized populations; conducts community training (Citizen's Training Academy).
- (3) Remains informed of current developments and procedures pertinent to duties; participates in staff development activities and services, reviews procedures; attends staff meetings.
- (4) Maintains required licenses and/or certificates, including liability insurance.
- (5) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (6) Demonstrates regular and predictable attendance.

Attachment: Public Safety Social Worker Victim Advocate.doc (Chapter 160 - Social Worker/Victim Advocate)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 2 of 3

Working Title: Public Safety Social Worker/Victim Advocate **Employee Number:**

OTHER DUTIES AND RESPONSIBILITIES:

(7) Performs other related duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*Indicates developed after employment)

Knowledge of: *Ability to learn Division policies and procedures; skill with Microsoft based products that include Word, Excel, PowerPoint and other types of software; data input and data extraction; proficiency with typing; excellent organizational and interpersonal skills.

Skill in: Use of modern office equipment; (e.g., fax, copier, calculator, cell phone); proficiency with personal computer/word processing and software (e.g., Corel, WordPerfect, Microsoft Word, PowerPoint, Excel, Windows 98, Access, and Internet).

Ability to: Work independently and solve problems involving many variables; analyze facts and make sound judgments; read and understand a wide range of technical literature; complete assignments in timely fashion; coordinate tasks with officers and accept responsibility for outcome; prepare and deliver presentations before the department, specialized audiences and general public.

QUALIFICATIONS: Master's degree in Social Work with a minimum of 5 years of experience in case management and social service delivery with behavioral health population, in crisis, at-risk populations, families, or those experiencing dependency or homelessness. Experience working with public safety is preferred.

LICENSURE OR CERTIFICATION REQUIREMENTS: Prefer valid Ohio license with LISW with LPCC and/or LICDC designations, but would consider candidates with proven experience or equivalent licensure from another state; valid Ohio driver's license and proof of insurance, or ability to obtain valid Ohio license prior to employment. Continued participation in professional development via attendance at conferences, workshops and training sessions to maintain required CEUs for any licensure.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:
 (FOR PURPOSES OF O.R.C. 4167)

1. Works in proximity to the use of firearms.

Attachment: Public Safety Social Worker Victim Advocate.doc (Chapter 160 - Social Worker/Victim Advocate)

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 3 of 3

Working Title: Public Safety Social Worker/Victim Advocate **Employee Number:**

PHYSICAL DEMANDS:

Light Work: lift, push, pull 20 pounds occasionally; 10 pounds frequently. Ability to perform follow-up response in the community.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

 Employee Signature

 Date

 Appointing Authority

 Date

 Human Resources Director

 Date

Attachment: Public Safety Social Worker Victim Advocate.doc (Chapter 160 - Social Worker/Victim Advocate)