CITY OF REYNOLDSBURG

FINANCE COMMITTEE
MONDAY MARCH 16, 2015

COMMITTEE MEETING:

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

President:	DOUG JOSEPH
Ward Members:	Ward I - Scott A. Barrett Ward II - Leslie Kelly Ward III - Cornelius McGrady III Ward IV - Mel Clemens
Large Members:	Barth R. Cotner Chris Long Daniel J. Skinner, Esq.

COMMITTEES:

Community Development:	Chmn Kelly, McGrady, Clemens, Cotner, Long, Barrett, Skinner
Safety:	Chmn Long, Skinner, Clemens, Kelly, Cotner, Barrett, McGrady
Service:	Chmn Clemens, Barrett, Kelly, Cotner, Long, McGrady, Skinner
Finance:	Chmn Cotner, Long, Clemens, Kelly, Barrett, McGrady, Skinner

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

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

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

April Beggerow
Clerk of Council

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
    1. Finance Committee - Committee Meeting - Mar 2, 2015 7:30 PM
4. Discussion
    1. Planning Commission Appointments
    2. Change of Solid Waste Fees
    3. Appropriate Monies for City Disaster Recovery Plan
    4. Enter into Contract to Replace Two Copiers
    5. Changes to Chapter 160.02 Authorized Positions, Personnel, Classification and Pay Grade
    6. Requesting Authorization to Remove Outdated Computers from the Fixed Asset List.

CITY OF REYNOLDSBURG

FINANCE COMMITTEE
MONDAY MARCH 2, 2015

COMMITTEE MEETING: 7:30 PM

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

1. Call to Order

PRESENT: Kelly, McGrady III, Clemens, Cotner, Long, Skinner
ABSENT: Barrett

Also present President Doug Joseph

2. Approval of Agenda

3. Approval of Minutes

   1. Finance Committee - Committee Meeting - Feb 17, 2015 7:30 PM

Minutes stand approved

4. Discussion

   1. Council appointment for Planning Commission- (Democrat or Independent) held from: 2/17/2015.

Mr. Cotner stated that we still need a Democrat or Independent to fill the Council appointment for this position and asked for more candidates to serve.

   2. Legislation enacting and adopting a supplement to the Code of Ordinances for the City of Reynoldsburg.

Mrs. Beggerow: This is just a housekeeping item. It says in our Charter that we have to follow a certain process and this is how that process works. I had to advertise the it before the next meeting so we can adopt our Code Supplement.

Mr. Cotner: Does anyone have any questions for April about this? Are we sending this as an emergency?

Mrs. Beggerow: It is a one read item. It doesn't have to go as an emergency it's just designated one read.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 3/9/2015 7:30 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Kelly, McGrady III, Clemens, Cotner, Long, Skinner	
ABSENT:	Barrett	

3. ORDINANCE AUTHORIZING ENGINEERING SERVICES FOR THE 2015 STREET PROGRAM; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.- First Reading 2/23/2015

Mr. Burd: I'm just here for questions. I don't have anything to add from last time.

Mr. Cotner: Ok, didn't know if you had anything to kick it off. Are there questions for Mr. Burd about the 2015 Street Program?

Mr. Skinner: Not for the street program but I did want to publicly thank you for being on top of the salt with the roads.

Mr. Burd: I will pass that along to those who spent all day yesterday putting it on the roads.

Mrs. Kelly: Again, not about the street program, but we had another water main break in our old neighborhood and the guys were right on it and did a fantastic job. It was a really big job. Now I will have to say I was in the shower when I discovered the water was being turned off so that was a new event, but they got it back on really quickly and they worked really hard and did a really, really good job.

Mr. Burd: February was also a very tough month for them so I'll pass that along as well.

Mrs. Kelly: Yeah they did a really good job.

Mr. Joseph: Since Councilwoman Kelly brought up water main breaks, what has that situation been like since we've had such wide temperature swings?

Mr. Burd: February was high, I will get you a report this week in your packets of exactly how many breaks we've had but with the temperatures being what they were, one of the colder February's in a long time so we've had a lot of breaks. It seems like it always snows at night or on the weekends and it seems like we always have water main breaks usually at night or on the weekends, and so our crews have to come in at special times but February we had a lot of breaks and I'll get you an updated number on that.

Mr. Clemens: Yeah the water main breaks usually come in the spring after a thaw, when it starts to thaw. That's when you have the most.

Mr. Burd: Yeah, you have them sometimes when its frozen, they'll expand and break but you're exactly right in the spring we'll have additional breaks. This is the busiest season for that from January to May.

Mr. Cotner: Ok, well then back as far as the Street Program, it sounds like we're good? No other questions, comments on that and Mr. Burd, no other comments here?

Mr. Burd: No, and just to specify, all this legislation does is allow us to fund the preliminary engineering $16,068 so we're ready to get that going whenever you're comfortable moving forward on this.

Mr. Cotner motioned to move the item forward to Council for its second reading with recommendation for adoption as an emergency.

Minutes Acceptance: Minutes of Mar 2, 2015 7:30 PM (Approval of Minutes)

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 3/9/2015 7:30 PM**
MOVER:	Barth R. Cotner, At Large	
AYES:	Kelly, McGrady III, Clemens, Cotner, Long, Skinner	
ABSENT:	Barrett	

5. Adjournment

Clerk of Council

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

Memo

DATE: **March 16, 2015**

TO: **Finance Committee**

CC:

RE: Council appointment for Planning Commission- (Democrat or Independent) held from: 3/2/2015.

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2 Resumes have been received for the vacancies on the Planning Commission. There are 2 available positions, one to be appointed by Council and the other a Mayoral appointment.

My bio-
52 - single- residing in Reynoldsburg since July 2014. Mom of two amazing adult kids. My kids brought me to Ohio.

Have 20 + years working in compliance for retailers. I moved to Ohio to live closer to my children. One lives in Pittsburgh, Pa and one in Covington, Kentucky.

I have lived in a few places across the U.S. And for my work I have spent time all over the country and this has given me the opportunity to be exposed to different ways that communities handle planning. I am interested in learning more about Reynoldsburg and possibly having the opportunity to shape its future.

Leigh Owens Parker
6900 Gilette Drive
Reynoldsburg, Ohio 43068

QUALIFICATIONS

Results driven Vendor Compliance/Performance/Relations professional with 20+ years' experience on boarding vendors, training DC associates, managing chargeback programs, owning scorecards, manuals and vendor website, partnering with internal departments, analyzing all vendor data including on times and fill rates.

WORK EXPERIENCE

Ascena Shared Services Group 7.14 - current
Brand Representative
Represent a brand by managing compliance and analyzing service level agreements. Work with vendors on accountability, retrain and chargeback when warranted. Advise brand on packaging, and best practices. Find efficiencies and recommend improvements. Own vendor manual and manage updates. Approve any one offs to agreed terms and conditions.

Gander Mountain4.11- 7.14
Vendor Performance Analyst
On board new vendors by reviewing manual, website and discussing expectations. Work daily as a resource for the vendor base managing issues or questions. Update vendor website and vendor manual. Analyze scorecard metrics and review reporting with vendor base. Hold vendor meetings and visit vendors when applicable looking for efficiencies and improvements. Partner with vendors to correct or enhance packaging and case packs. Train distribution center associates to recognize and report vendor issues. Work with internal teams on ad merchandise to ensure it will be in stock and on time. Manage chargeback program including all disputes. Work cross functionally with internal teams to insure shared vendor communication, analyze and reconcile Accounting, Inventory and Transportation issues. Review EDI data for compliance issues and report. Partner with Sourcing team to ensure compliance from international vendors including

Attachment: Owens Planning Com Resume (1030 : Planning Commission Appointments)

standard packing, packing lists and carton markings. Meet with core vendors yearly at summit to review new guidelines and reinforce existing expectations. Constant review of vendor metrics analyzing all factors for trends, improvements and regression.

American Eagle Outfitters, Inc.10.96-4.11
Vendor Compliance Supervisor
Coordinated and enforced compliance policy and processes for supply chain and logistics to develop and maintain successful business relationships with agents and merchandise vendors. Served as liaison between vendors and internal business partners for all entities under American Eagle Outfitters, Inc to resolve compliance and logistic issues as well as assist with inquiries. Investigated causes and determine trends of quality and compliance issues by vendor, factory, and merchandiser. Responsible for overseeing chargeback program and disputes. Created training material and trained distribution center associates on recognizing and reporting vendor issues. Managed vendor meetings for new vendors or current vendors with repeated compliance issues. Analyzed vendor data for accuracy and compliance noting trends. Managed Corporate Vendor Manual and coordinated teams required to submit updates. Supervised Vendor Compliance team of six associates.

KEY SKILLS

Highly proficient in Microsoft Office, RMS, SharePoint and Tradestone. Experience with RDM and WMS. Advanced organization and prioritizing *abilities. Problem solving at the highest level with attention to detail and time constraints. Positive attit*ude combined with successful and effective communication skills.

Attachment: Owens Planning Com Resume (1030 : Planning Commission Appointments)

RESUME

Mark D McKenzie
1014 Lancaster Avenue
Reynoldsburg, Ohio 43068
Phone: 614.917.0299

PHILOSOPHY

I am a follower of rational planning theory, where the focus is the process of planning rather than on specific outcomes or goals. A process where decisions are based upon facts rather than emotions or values.

The planning process exists to serve the public interest. One example of public interest is in the economic and environmental sustainability of any “capital” development or acquisition. What is the future burden on the community of a particular project? This question is answerable and is of the public interest in the determination of every project's appropriateness.

EXPERIENCE

Researcher and Designer
McKenzie Acoustical Design (2003-Present)
Specializing in controlling spurious material resonances in loudspeaker driver diaphragm
Holding utility patents US 7,949,46 B2and US 8,077,903 B2

EDUCATION

The Ohio State University
Doctor of Philosophy, 1995
School of Educational Policy and Leadership

<u>City Auditors Office</u>
Richard Harris
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **March 16, 2015**

TO: **Finance Committee**

RE: **Change of Solid Waste Fees**

Request Council amend Ordinance 90-14to the following Regular was $17.79 to $16.19 and Senior from $16.29 to $14.82. This is due to reduction for Gasoline surcharge

City Auditors Office

Richard Harris
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**March 16, 2015**
TO:	**Finance Committee**
RE:	Appropriate Monies for City Disaster Recovery Plan.

Emergency/Suspension: Emergency

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

Statement of necessity: to comply with State of Ohio to have a disaster recovery plan

Request Council appropriate $19,644.00 from the unappropriated General Fund to Account Number 110.584.5339, Computer Department Misc Contract Services, to pay set up and data storage fees for off sight storage of our data.

<u>Mayor's Office</u>
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **March 16, 2015**

TO: **Finance Committee**

RE: **Enter into Contract to Replace Two Copiers**

Emergency/Suspension: Emergency

Statement of necessity: To ensure pricing guarantee for both copiers.

Request authorization to enter into a contract with Document Solutions, a Division of Modern Office Methods to replace two copies and signing a Third Party Settlement Agreement and accepting payment of $3,214.38 to complete the current lease the Xerox Corporation for one copier (see attached).

document solutions
a division of modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.	AGREEMENT NO.

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

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

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Renoldsburg Municipal Building			7232 E Main St	
CITY	**STATE**	**ZIP**	**PHONE**	**FAX**
Reynoldsburg	Oh	43068	614-322-6868	
BILLING NAME (IF DIFFERENT FROM ABOVE)			**BILLING STREET ADDRESS**	
CITY	**STATE**	**ZIP**	**E-MAIL**	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING METER - COLOR
Canon iR C7260		982.90	8,778	3,715	.0062	.0415		
Canon iR 4235		Included	4,000		.0081			

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

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

Monthly Payment* $ ____________ B&W Impressions per Month ____________ B&W Overages* $ ____________

Color Impressions per Month ____________ Color Overages* $ ____________

TERM AND PAYMENT SCHEDULE

Term in 60 Months The contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*

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

__________ By initialing here, you agree that service and supplies are not included in this Agreement.

END OF AGREEMENT OPTIONS

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

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc. dba Document Solutions			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

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

City of Reynoldsburg Municipal Building	X	Mayor	
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. #	PRINT NAME

CONTINUING GUARANTY

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

	X		
PRINT NAME OF GUARANTOR	SIGNATURE (AS AN INDIVIDUAL)	HOME PHONE	DATED

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

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10 accommodate changes in the actual Equipment cost; (2) if the taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

THIRD PARTY LEASE SETTLEMENT AGREEMENT

This Third Party Lease Settlement Agreement ("Agreement") is entered into this 24th day of March 2015, by and between Document Solutions a division of Modern Office Methods located at 7965 N. High Street, Columbus, OH 43235 and City of Reynoldsburg Municipal Building ("Client") located at 7232 E Main St, Reynoldsburg Oh 43068.

In consideration of mutual covenants and promises contained in this Agreement and intending to be bound hereby, both parties agree to the following terms and conditions:

1. Client agrees to accept a check in the amount of $3,214.38("Settlement Amount") in complete settlement of Client's Third Party Lease with Xerox Corporation("Third Party".)

Select One

- ● Document Solutions will pay the settlement amount directly to the Client. The Client will return equipment to Third Party Leasing Company. Client assumes all responsibility both financial and otherwise for returning equipment.

- o Document Solutions will pay the settlement amount directly to the Customer and remove the equipment from the Client's premises. The client agrees that all financial obligations, including any open invoices, contract buyout amount, purchase option and taxes for the third party lease will be satisfied and agrees to transfer ownership of traded-in equipment to Document Solutions.

1a. Client authorizes Document Solutions to pay Third Party Leasing Company on its behalf.

- o The customer requests Document Solutions pay the third party leasing company on its behalf and gives us the authority to do so. This option requires a buyout letter from the third party leasing company listing all open items that must be satisfied to close the account. The settlement amount must match the buyout amount listed in the buyout letter from the third party leasing company. Any additional billings and or fees not contained in the buyout letter are the responsibility of the client. The customer agrees to transfer ownership of the equipment to Document Solutions. Document Solutions agrees to remove the equipment from the client premises.

2. Client hereby agrees to make any remaining lease payments ("Payments") to Third Party until Client's obligation is fulfilled. Client is responsible for any additional Third Party charges ("Charges"), including property taxes, insurance charges, maintenance charges, late fees and any other miscellaneous charges.

3. If the sum of Client's Payments and Charges to Third Party is less than the Settlement Amount, Client retains any excess amount. If the sum of Client's Payments and Charges to Third Party is greater than the Settlement Amount, Client agrees to pay such amounts without reimbursement from Document Solutions a division of Modern Office Methods.

4. The Settlement Amount will be paid one week after complete installation of Document Solutions a division of Modern Office Methods new equipment.

5. This Agreement contains all terms and conditions relating to said Third Party Lease Settlement and may only be modified in writing, signed by both parties.

Modern Office Methods, Inc.	Client: ______________________________
By: ________________________	By: ________________________________
Name: ______________________	Name: ______________________________
Title: ______________________	Title: _______________________________

Ohio Department of
TAXATION
tax.ohio.gov

STEC B
Rev. 3/04

Sales and Use Tax
Blanket Exemption Certificate

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

Document Solutions, a Division of Modern of Methods

(Vendor's name)

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

Government

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

Purchaser's name

Street address

City, state, ZIP code

Signature Title

Date signed

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.

<u>Mayor's Office</u>
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**March 16, 2015**
TO:	**Human Resources**
RE:	**Changes to Chapter 160.02 Authorized Positions, Personnel, Classification and Pay Grade**

Emergency/Suspension: Emergency

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

Statement of necessity: To coincide with contract Meter Reading.

Please see attached. Authorization to abolish Meter Reader Position and add an additional Account Clerk 2 (Billing Clerk).

160.02AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

Position	Personnel	Classification	Pay Grade
(***a***) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	19
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	5
Mayor's Secretary*	1	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	2 p/t	Unclassified	5
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Accounting Manager	1	Classified	21
Civil Service Administrative Assistant	2 p/t	Unclassified	15

* Mayor’s Secretary to be shared with Human Resources Department

Position	Personnel	Classification	Pay Grade
(***b***) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	20
Network Systems Administrator	1	Classified	19
(***c***) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	21
Development Director Administrative Assistant	1	Unclassified	10
Planning Administrator	1	Classified	19
(***d***) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1p/t	Unclassified	20
Human Resources Generalist	1	Unclassified	12
(***e***) PARKS & RECREATION DEPARTMENT			
Director	1	Unclassified	20
Administrative Assistant	1	Unclassified	12
Director Senior Citizens Center	1	Classified	16

Attachment: Meter Reader Abolishment (1027 : Changes to Chapter 160.02)

Position	Personnel	Classification	Pay Grade
Senior Citizens Assistant	2 p/t	Classified	9
Recreation Superintendent	1	Classified	14
Grounds Superintendent	1	Classified	14
Parks Maintenance –Crew Leader	1	Classified	11
Parks Maintenance	2 p/t	Classified	2
Horticulturist	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See160.03(d) & (e)
(f) POLICE DEPARTMENT			
Director of Public Safety	1	Unclassified	26
Chief of Police	1	Classified	26A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	46	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Property Room Clerk	2 p/t	Classified	7
Chief of Police Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13
(*g*) SERVICE DEPARTMENT			
(1) Director of Public Service	1	Unclassified	25
Service Director Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Maintenance Worker 2	Classified	5	
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Inspector I	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Administrative Assistant	1	Classified	11
Code Compliance Officer	2 p/t	Classified	6

Attachment: Meter Reader Abolishment (1027 : Changes to Chapter 160.02)

Position	Personnel	Classification	Pay Grade
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1p/t	Classified	10
~~Meter Reader~~	~~1~~	~~Classified~~	~~6~~
Billing Supervisor	1	Classified	13
Account Clerk 2	~~2~~3	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1 p/t	Classified	10
Mechanic	1	Classified	14
Assistant Mechanic	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	13
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Pollution Control Technician	1	Classified	10
Maintenance Spec/Equip Operator	1	Classified	10

(h) DEPARTMENT OF ENGINEERING

Position	Personnel	Classification	Pay Grade
Director of Engineering	1	Unclassified	23

Computer Services

Scott Teeters
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6883 Phone

ORDINANCE REQUEST

DATE:	**March 16, 2015**
TO:	**Finance Committee**
RE:	**Authorization to Remove Outdated Computers from Fixed Asset List**

I am requesting to have the attached list of outdated computers removed from the fixed asset list so they can be disposed of. Note: the hard drives will be destroyed in-house prior to disposal of the outdated computer chassis.

Fixed Asset Disposal List

MANUFACTURER	MODEL	ASSET TAG (Red)	SERVICE TAG
DELL	OPTIPLEX GX270	02096	5TZL241
DELL	OPTIPLEX 740	01897	DGGXQD1
DELL	OPTIPLEX 740	01899	HGGXQD1
DELL	OPTIPLEX 210L	02165	5S76PB1
DELL	OPTIPLEX 210L	02170	GR76PB1
DELL	OPTIPLEX 210L	02169	6S76PB1
DELL	OPTIPLEX 210L	02168	JR76PB1
DELL	OPTIPLEX GX270	02062	H61JG31
DELL	DEMENSION 8400	02131	B0GRG61
DELL	OPTIPLEX GX270	02091	6DYY541
DELL	OPTIPLEX GX240	02023	3RV3611
DELL	OPTIPLEX GX280	02135	DH68571
DELL	OPTIPLEX 210L	02164	FR76PB1
DELL	PRECISION T3400	02285	9DVR1K1
DELL	OPTIPLEX 210L	02166	HR76PB1
DELL	OPTIPLEX 210L	02172	3576PB1
DELL	OPTIPLEX 210L	02167	DR76PB1
PACKARD BELL	LEGEND 822CDT	01352	SN: N450040912
COMPUTEL	2000 SERIES	01676	SN: 8797