



City Council
Monday March 13, 2017

Regular Meeting: Following Committee Meetings

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

President: DOUG JOSEPH

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

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

COMMITTEES:

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

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

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

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

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 13, 2017

1. Call to Order
2. Roll Call
3. Invocation - Councilman Dan Skinner
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Regular Meeting – February 27, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
 - a. January, 2017 Auditor's Reports
9. Reports
10. Motions
 - a. MOTION THAT REYNOLDSBURG CITY COUNCIL DOES HEREBY APPOINT KRISTIN BRYANT, TO THE BOARD OF TAX REVIEW FOR A 2 (TWO) YEAR TERM BEGINNING MARCH 13, 2017. --- Cotner. Finance Committee.
11. LEGISLATION FOR EMERGENCY ADOPTION
 - a. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,100,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL STORM WATER SYSTEM BY REPLACING STORM WATER FACILITIES ALONG GRAHAM ROAD AND RODEBAUGH ROAD AND INSTALLING CULVERTS ON COBBLESTONE ROAD, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (First Reading 2/27/2017). --- Cotner. Finance Committee.
 - b. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL WATERWORKS SYSTEM BY REPLACING WATER LINES ALONG MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (First Reading 2/27/2017). --- Cotner. Finance Committee.

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 13, 2017

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

12. LEGISLATION FOR FIRST READING

- a. RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2017 TOMATO FESTIVAL. --- Skinner. Community Development Committee.
- b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. (First Reading 3/13/2017). --- Clemens. Finance Committee.
- c. ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE A 2017 JEEP CHEROKEE 4X4 FOR THE BUILDING DEPARTMENT. --- Cotner. Finance Committee.
- d. ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS & RECREATION DEPARTMENT TO ACCEPT THE FRANKLIN SOIL AND WATER MINI GRANT AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

13. LEGISLATION FOR SECOND READING

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

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 13, 2017

- b. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 E Main St, Reynoldsburg, Ohio, from CC Community Commerce District to PND Planned Neighborhood Development District, Applicant, Nicole Boyer. (First Reading 1/23/2017 Planning Commission 3/2/2017). --- Clemens. Service Committee.

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

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

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

14. LEGISLATION FOR THIRD READING

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

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
March 13, 2017

- b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTION 160.02 “AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE” Subsection (F) “Police Department”; of CHAPTER 160 EMPLOYEE COMPENSATION. (Second Reading 2/27/2017). --- Cotner. Finance Committee.

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

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

- e. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY’S FIXED ASSET LIST. -Police Department. (Second Reading 2/27/2017). --- Cotner. Finance Committee.

- f. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY’S FIXED ASSET LIST. - Computer Services. (Second Reading 2/27/2017). --- Cotner. Finance Committee.

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

At Large Chris Long called the meeting to order at 8:04 PM

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

ABSENT: Joseph

Invocation - Councilman Chris Long

Approval of Minutes

a. City Council – Public Hearing – February 13, 2017

Minutes stand approved.

b. City Council – Public Hearing – February 13, 2017

Minutes stand approved.

c. City Council – Public Hearing – February 13, 2017

Minutes stand approved.

d. City Council – Regular Meeting – February 13, 2017

Minutes stand approved.

Approval of Agenda

Mr. Long: I do have two items to add which will be Item 13. h., the unmarked vehicle passed on from the Finance Committee, and the item from Parks and Rec. Director Donna Bauman to amend. Any objections to those changes to the Agenda? Hearing none, the Agenda will stand as amended.

Community Comments and Requests

Communications

CLERK OF COURT REPORT

The Clerk of Courts Report was read into the record.

Reports

Motions

MOTION THAT THE REYNOLDSBURG CITY COUNCIL DOES HEREBY APPROVE THE MAYOR'S APPOINTMENT OF JOELLE D'AMICO TO THE REYNOLDSBURG CIVIL SERVICE COMMISSION TO SERVE THE UNEXPIRED TERM VACATED BY ROBERT M. SANDERS, TERM EXPIRING JANUARY 14, 2020. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

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

LEGISLATION FOR EMERGENCY ADOPTION

9-17

ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2016 IN VARIOUS POLICE SPECIAL REVENUE FUNDS; AND PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2017 BE ACCEPTED; AND DECLARING AN EMERGENCY. (FIRST READING 2/13/2017). --- Cotner. Finance Committee.

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

LEGISLATION REQUIRING ONE READING

10-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2017 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY.

Mr. Sampson: We had our bid opening several weeks ago and we recommend that the contract be awarded to Columbus Asphalt Paving in the amount of \$438,564.00, for the base bid, and \$44,000.00 for the Construction contingency, for a total of \$482,564.00. Columbus Asphalt was the low bidder and was our contractor on last year's program and we thought they did an exceptional job.

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

11-17

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE 2017 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY.

Mr. Sampson: Administration Inspection will be performed by EMH&T for a project fee of \$48,319.00.

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

LEGISLATION FOR FIRST READING

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

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:32 PM
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ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 137 WAGGONER ROAD, REYNOLDSBURG, OHIO, FROM R-1 SINGLE FAMILY RESIDENCE DISTRICT TO PCD PLANNED COMMERCIAL DEVELOPMENT DISTRICT, APPLICANT, UNITED DAIRY FARMERS. --- Clemens. .

RESULT:	REFERRED TO PUBLIC HEARING	Next: 3/27/2017 7:00 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.04 SPECIFICATIONS, PERMIT FEE OF CHAPTER 913 PRIVATE ROADWAYS AND SECTION 1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES OF CHAPTER 1127 STANDARDS. (FIRST READING 2/27/2017). --- Clemens. .

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:33 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN OF CHAPTER 905 STREETS GENERALLY; AND SECTION 917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT OF CHAPTER 917 DRIVEWAYS. (FIRST READING 2/27/2017). --- Clemens. Service Committee.

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

RESULT: REFERRED TO COMMITTEE

Next: 3/13/2017 7:33 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 3/13/2017 7:45 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 3/13/2017 7:45 PM

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

RESULT: REFERRED TO COMMITTEE

Next: 3/13/2017 7:45 PM

PERMISSION TO PURCHASE A REPLACEMENT UNMARKED VEHICLE USING FEDERAL FORFEITURE FUNDS

RESULT: REFERRED TO COMMITTEE

Next: 3/13/2017 7:45 PM

LEGISLATION FOR SECOND READING

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

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:32 PM
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12-17

ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT TO APPLY FOR AND ACCEPT THE COMMUNITY DEVELOPMENT GRANT THROUGH RECYCLE OHIO, OHIO ENVIRONMENTAL PROTECTION AGENCY. (FIRST READING 2/13/2017). --- Cotner. Finance Committee.

Motion to amend to add emergency language by Mr. Cotner. Second by Mr. Cicak

Clerk called the roll: Long "Aye", Skinner "Aye", Cicak "Aye", Luzader "Aye", Spalding "Aye", Clemens "Aye", Cotner "Aye".

Motion carried.

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

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

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:45 PM
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ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR COPIER FOR POLICE DEPARTMENT. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:45 PM
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ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO POLICE CRUISERS AND RELATED EQUIPMENT FOR REYNOLDSBURG POLICE DEPARTMENT. (SECOND READING 2/27/2017).. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:45 PM
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ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - COMPUTER SERVICES. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:45 PM
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ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. -POLICE DEPARTMENT. (SECOND READING 2/27/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 3/13/2017 7:45 PM
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LEGISLATION FOR THIRD READING

13-17

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. (SECOND READING 2/13/2017). --- Clemens. Service Committee.

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

14-17

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE LBRANDS FOUNDATION. (SECOND READING 2/13/2017). --- Cotner. Finance Committee.

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

Adjournment

Ordinances

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 27, 2017

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Feb 27, 2017 8:00 PM (Approval of Minutes)

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

DATE: March 13, 2017**TO: City Council****CC:****RE: <Insert Subject/RE Here - Bold>**

Rules Suspension (remove this title) (If Rules Not Suspended Remove all Text From Field)

Request for: Rules Suspension/Emergency (Erase one)

Reason for Emergency: <Input Reason Here>



January, 2017 Budget by Classification

8.a.a

Through 01/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
REVENUE							
Department 000 - General							
Property Taxes	244,920.00	.00	.00	.00	244,920.00	0	242,33:
Municipal Tax	11,850,000.00	692,823.05	692,823.05	.00	11,157,176.95	6	11,928,19:
Other Local Taxes	595,000.00	32,819.88	32,819.88	.00	562,180.12	6	653,66:
State Levied Shared Taxes	843,100.00	59,922.18	59,922.18	.00	783,177.82	7	786,50:
Licenses	59,400.00	11,315.00	11,315.00	.00	48,085.00	19	56,06:
Permits	251,200.00	11,760.00	11,760.00	.00	239,440.00	5	247,52:
Fees	18,750.00	1,529.50	1,529.50	.00	17,220.50	8	39,02:
Miscellaneous Charges for Services	100,600.00	4,530.00	4,530.00	.00	96,070.00	5	76,38:
Recreational Charges	162,000.00	15,747.92	15,747.92	.00	146,252.08	10	170,20:
Fines and Forfeitures	483,000.00	51,315.00	51,315.00	.00	431,685.00	11	304,35:
Investment Earnings	185,000.00	14,062.41	14,062.41	.00	170,937.59	8	143,68:
Other Revenues	518,276.00	60,576.55	60,576.55	.00	457,699.45	12	667,90:
Donations	5,000.00	1,539.00	1,539.00	.00	3,461.00	31	32,56:
Reimbursements	.00	2,159.90	2,159.90	.00	(2,159.90)	+++	39,25:
Sale of Assets	.00	.00	.00	.00	.00	+++	90:
Transfers/Advances	5,000.00	.00	.00	.00	5,000.00	0	1,71:
Department 000 - General Totals	\$15,321,246.00	\$960,100.39	\$960,100.39	\$0.00	\$14,361,145.61	6%	\$15,390,27:
REVENUE TOTALS	\$15,321,246.00	\$960,100.39	\$960,100.39	\$0.00	\$14,361,145.61	6%	\$15,390,27:
EXPENSE							
Department 111 - Police Division							
Personal Services	8,206,337.83	903,815.39	903,815.39	145,510.09	7,157,012.35	13	8,450,61:
Supplies	344,186.61	21,305.79	21,305.79	101,535.94	221,344.88	36	204,69:
Services	613,661.48	41,069.79	41,069.79	356,159.94	216,431.75	65	449,46:
Capital Purchases	168,134.56	5,561.75	5,561.75	22,809.72	139,763.09	17	185,00:
Department 111 - Police Division Totals	\$9,332,320.48	\$971,752.72	\$971,752.72	\$626,015.69	\$7,734,552.07	17%	\$9,289,77:
Department 290 - Mechanic							
Personal Services	143,192.00	19,164.84	19,164.84	5,941.54	118,085.62	18	142,08:
Supplies	102,869.49	5,445.46	5,445.46	52,119.13	45,304.90	56	72,61:
Services	45,142.90	2,667.46	2,667.46	29,898.93	12,576.51	72	20,03:
Capital Purchases	4,200.00	4,159.98	4,159.98	.00	40.02	99	
Department 290 - Mechanic Totals	\$295,404.39	\$31,437.74	\$31,437.74	\$87,959.60	\$176,007.05	40%	\$234,72:
Department 340 - Parks and Recreation							
Personal Services	719,589.00	77,833.19	77,833.19	17,984.70	623,771.11	13	670,28:
Supplies	205,063.60	23,202.00	23,202.00	33,043.92	148,817.68	27	158,12:

Attachment: January, 2017 Budget by Classification 03_01_2017 10_45_26 AM Joni Crawford 46101L1P



January, 2017 Budget by Classification

8.a.a

Through 01/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 340 - Parks and Recreation							
Services	390,675.31	27,224.85	27,224.85	100,656.86	262,793.60	33	190,510
Transfers/Other	.00	91.00	91.00	.00	(91.00)	+++	
Capital Purchases	37,714.60	13,459.21	13,459.21	9,173.39	15,082.00	60	260,370
Department 340 - Parks and Recreation Totals	\$1,353,042.51	\$141,810.25	\$141,810.25	\$160,858.87	\$1,050,373.39	22%	\$1,279,290
Department 343 - Senior Center							
Personal Services	161,243.00	16,311.14	16,311.14	2,956.40	141,975.46	12	153,550
Supplies	19,207.69	999.03	999.03	5,039.79	13,168.87	31	11,360
Services	42,163.47	1,977.64	1,977.64	14,832.82	25,353.01	40	33,140
Capital Purchases	.00	.00	.00	.00	.00	+++	2,870
Department 343 - Senior Center Totals	\$222,614.16	\$19,287.81	\$19,287.81	\$22,829.01	\$180,497.34	19%	\$200,930
Department 448 - Service Department							
Personal Services	552,952.00	63,257.37	63,257.37	18,086.43	471,608.20	15	539,330
Supplies	23,965.34	1,991.15	1,991.15	8,374.19	13,600.00	43	10,500
Services	689,104.00	28,952.74	28,952.74	374,479.92	285,671.34	59	452,340
Department 448 - Service Department Totals	\$1,266,021.34	\$94,201.26	\$94,201.26	\$400,940.54	\$770,879.54	39%	\$1,002,170
Department 479 - Building Department							
Personal Services	355,607.00	44,303.00	44,303.00	7,149.39	304,154.61	14	273,390
Supplies	17,663.72	220.41	220.41	4,443.31	13,000.00	26	4,550
Services	78,359.09	7,676.76	7,676.76	19,517.35	51,164.98	35	82,880
Capital Purchases	27,000.00	.00	.00	.00	27,000.00	0	22,380
Department 479 - Building Department Totals	\$478,629.81	\$52,200.17	\$52,200.17	\$31,110.05	\$395,319.59	17%	\$383,210
Department 522 - Mayor							
Personal Services	133,082.00	16,243.36	16,243.36	2,680.76	114,157.88	14	150,970
Supplies	1,300.00	199.81	199.81	200.19	900.00	31	360
Services	38,627.50	1,463.08	1,463.08	19,705.00	17,459.42	55	37,940
Department 522 - Mayor Totals	\$173,009.50	\$17,906.25	\$17,906.25	\$22,585.95	\$132,517.30	23%	\$189,280
Department 534 - Civil Service Commission							
Personal Services	60,475.00	4,627.35	4,627.35	.00	55,847.65	8	55,770
Supplies	1,154.05	150.52	150.52	403.53	600.00	48	240
Services	24,203.00	2,855.52	2,855.52	3,247.48	18,100.00	25	16,670
Capital Purchases	500.00	.00	.00	.00	500.00	0	
Department 534 - Civil Service Commission Totals	\$86,332.05	\$7,633.39	\$7,633.39	\$3,651.01	\$75,047.65	13%	\$72,690



January, 2017 Budget by Classification

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Through 01/31/17
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 545 - City Auditor							
Personal Services	366,584.00	35,498.69	35,498.69	15,967.32	315,117.99	14	343,419.00
Supplies	7,106.33	1,167.36	1,167.36	2,938.97	3,000.00	58	77,000.00
Services	74,707.47	4,409.56	4,409.56	51,014.60	19,283.31	74	54,760.00
Capital Purchases	1,000.00	.00	.00	.00	1,000.00	0	0.00
Department 545 - City Auditor Totals	\$449,397.80	\$41,075.61	\$41,075.61	\$69,920.89	\$338,401.30	25%	\$398,959.00
Department 554 - City Attorney							
Personal Services	510,715.00	60,974.54	60,974.54	11,505.26	438,235.20	14	501,190.00
Supplies	2,982.53	195.65	195.65	1,001.88	1,785.00	40	1,440.00
Services	78,094.46	14,320.64	14,320.64	28,931.08	34,842.74	55	62,740.00
Department 554 - City Attorney Totals	\$591,791.99	\$75,490.83	\$75,490.83	\$41,438.22	\$474,862.94	20%	\$565,380.00
Department 571 - City Council							
Personal Services	198,799.00	21,885.97	21,885.97	4,406.11	172,506.92	13	196,800.00
Supplies	1,718.59	200.10	200.10	518.59	999.90	42	480.00
Services	49,126.60	12,891.75	12,891.75	7,897.17	28,337.68	42	25,760.00
Department 571 - City Council Totals	\$249,644.19	\$34,977.82	\$34,977.82	\$12,821.87	\$201,844.50	19%	\$223,050.00
Department 580 - Development Department							
Personal Services	230,199.00	26,230.47	26,230.47	5,191.99	198,776.54	14	224,990.00
Supplies	3,300.00	415.33	415.33	2,384.67	500.00	85	730.00
Services	69,054.00	348.16	348.16	21,286.40	47,419.44	31	25,240.00
Department 580 - Development Department Totals	\$302,553.00	\$26,993.96	\$26,993.96	\$28,863.06	\$246,695.98	18%	\$250,960.00
Department 582 - Human Resources Department							
Personal Services	99,786.00	8,382.79	8,382.79	1,163.67	90,239.54	10	79,250.00
Supplies	13,765.62	1,620.98	1,620.98	6,244.64	5,900.00	57	9,680.00
Services	23,519.61	5,091.60	5,091.60	5,861.50	12,566.51	47	17,570.00
Department 582 - Human Resources Department Totals	\$137,071.23	\$15,095.37	\$15,095.37	\$13,269.81	\$108,706.05	21%	\$106,500.00
Department 584 - Computer Department							
Personal Services	96,947.40	8,812.14	8,812.14	9,042.31	79,092.95	18	186,920.00
Supplies	3,107.01	.00	.00	2,407.01	700.00	77	1,320.00
Services	294,191.41	59,177.57	59,177.57	180,851.33	54,162.51	82	186,750.00
Capital Purchases	86,104.00	.00	.00	104.00	86,000.00	0	40,690.00
Department 584 - Computer Department Totals	\$480,349.82	\$67,989.71	\$67,989.71	\$192,404.65	\$219,955.46	54%	\$415,700.00



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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							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 593 - Clerk of Courts							
Personal Services	233,537.00	25,941.58	25,941.58	5,593.44	202,001.98	14	208,901
Supplies	4,503.11	.00	.00	2,503.11	2,000.00	56	2,491
Services	100,317.86	9,360.97	9,360.97	81,993.50	8,963.39	91	63,531
Department 593 - Clerk of Courts Totals	\$338,357.97	\$35,302.55	\$35,302.55	\$90,090.05	\$212,965.37	37%	\$274,931
Department 595 - General and Administrative							
Personal Services	310,570.00	(1,948.16)	(1,948.16)	227,752.36	84,765.80	73	169,211
Supplies	3,500.00	370.84	370.84	3,000.00	129.16	96	2,141
Services	687,875.12	20,052.93	20,052.93	377,235.60	290,586.59	58	451,761
Capital Purchases	13,000.00	997.74	997.74	12,002.26	.00	100	37,661
Department 595 - General and Administrative Totals	\$1,014,945.12	\$19,473.35	\$19,473.35	\$619,990.22	\$375,481.55	63%	\$660,791
Department 810 - Public Health and Welfare							
Services	285,500.00	.00	.00	.00	285,500.00	0	271,281
Department 810 - Public Health and Welfare Totals	\$285,500.00	\$0.00	\$0.00	\$0.00	\$285,500.00	0%	\$271,281
EXPENSE TOTALS	\$17,056,985.36	\$1,652,628.79	\$1,652,628.79	\$2,424,749.49	\$12,979,607.08	24%	\$15,819,701
Fund 110 - General Fund Totals							
REVENUE TOTALS	15,321,246.00	960,100.39	960,100.39	.00	14,361,145.61	6%	15,390,271
EXPENSE TOTALS	17,056,985.36	1,652,628.79	1,652,628.79	2,424,749.49	12,979,607.08	24%	15,819,701
Fund 110 - General Fund Net Gain (Loss)	(\$1,735,739.36)	(\$692,528.40)	(\$692,528.40)	(\$2,424,749.49)	(\$1,381,538.53)	180%	(\$429,435)
Fund Type Totals							
REVENUE TOTALS	15,321,246.00	960,100.39	960,100.39	.00	14,361,145.61	6%	15,390,271
EXPENSE TOTALS	17,056,985.36	1,652,628.79	1,652,628.79	2,424,749.49	12,979,607.08	24%	15,819,701
Fund Type Net Gain (Loss)	(\$1,735,739.36)	(\$692,528.40)	(\$692,528.40)	(\$2,424,749.49)	(\$1,381,538.53)	180%	(\$429,435)
Fund Category General Fund Totals							
REVENUE TOTALS	15,321,246.00	960,100.39	960,100.39	.00	14,361,145.61	6%	15,390,271
EXPENSE TOTALS	17,056,985.36	1,652,628.79	1,652,628.79	2,424,749.49	12,979,607.08	24%	15,819,701
Fund Category General Fund Net Gain (Loss)	(\$1,735,739.36)	(\$692,528.40)	(\$692,528.40)	(\$2,424,749.49)	(\$1,381,538.53)	180%	(\$429,435)

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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	399,000.00	194,287.85	194,287.85	.00	204,712.15	49	355,641.14
Investment Earnings	1,000.00	544.01	544.01	.00	455.99	54	4,300.00
Department 000 - General Totals	\$400,000.00	\$194,831.86	\$194,831.86	\$0.00	\$205,168.14	49%	\$359,941.14
REVENUE TOTALS	\$400,000.00	\$194,831.86	\$194,831.86	\$0.00	\$205,168.14	49%	\$359,941.14
EXPENSE							
Department 564 - Income Tax Division							
Personal Services	81,913.00	8,332.34	8,332.34	3,317.45	70,263.21	14	79,050.00
Supplies	964.14	190.40	190.40	773.74	.00	100	230.00
Services	20,400.00	616.53	616.53	757.75	19,025.72	7	66,350.00
Transfers/Other	1,001,000.00	30,240.15	30,240.15	162,500.00	808,259.85	19	225,710.00
Department 564 - Income Tax Division Totals	\$1,104,277.14	\$39,379.42	\$39,379.42	\$167,348.94	\$897,548.78	19%	\$371,350.00
EXPENSE TOTALS	\$1,104,277.14	\$39,379.42	\$39,379.42	\$167,348.94	\$897,548.78	19%	\$371,350.00
Fund 220 - Income Tax Fund Totals							
REVENUE TOTALS	400,000.00	194,831.86	194,831.86	.00	205,168.14	49%	359,941.14
EXPENSE TOTALS	1,104,277.14	39,379.42	39,379.42	167,348.94	897,548.78	19%	371,350.00
Fund 220 - Income Tax Fund Net Gain (Loss)	(\$704,277.14)	\$155,452.44	\$155,452.44	(\$167,348.94)	\$692,380.64	2%	(\$11,410.00)

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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 260 - Street Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	1,310,000.00	99,972.14	99,972.14	.00	1,210,027.86	8	1,330,961
Investment Earnings	25,000.00	.00	.00	.00	25,000.00	0	17,330
Other Revenues	5,000.00	50.00	50.00	.00	4,950.00	1	2,811
Reimbursements	10,000.00	2,371.09	2,371.09	.00	7,628.91	24	15,170
Department 000 - General Totals	\$1,350,000.00	\$102,393.23	\$102,393.23	\$0.00	\$1,247,606.77	8%	\$1,366,288
REVENUE TOTALS	\$1,350,000.00	\$102,393.23	\$102,393.23	\$0.00	\$1,247,606.77	8%	\$1,366,288
EXPENSE							
Department 000 - General							
Capital Purchases	129,734.06	12,913.03	12,913.03	116,821.03	.00	100	827,111
Department 000 - General Totals	\$129,734.06	\$12,913.03	\$12,913.03	\$116,821.03	\$0.00	100%	\$827,111
Department 268 - Street Department							
Personal Services	589,634.00	72,577.07	72,577.07	29,580.97	487,475.96	17	548,001
Supplies	335,032.14	5,277.04	5,277.04	214,551.50	115,203.60	66	164,841
Services	157,316.98	2,409.68	2,409.68	113,430.22	41,477.08	74	85,191
Capital Purchases	.00	.00	.00	.00	.00	+++	226,530
Department 268 - Street Department Totals	\$1,081,983.12	\$80,263.79	\$80,263.79	\$357,562.69	\$644,156.64	40%	\$1,024,581
EXPENSE TOTALS	\$1,211,717.18	\$93,176.82	\$93,176.82	\$474,383.72	\$644,156.64	47%	\$1,851,690
Fund 260 - Street Fund Totals							
REVENUE TOTALS	1,350,000.00	102,393.23	102,393.23	.00	1,247,606.77	8%	1,366,288
EXPENSE TOTALS	1,211,717.18	93,176.82	93,176.82	474,383.72	644,156.64	47%	1,851,690
Fund 260 - Street Fund Net Gain (Loss)	\$138,282.82	\$9,216.41	\$9,216.41	(\$474,383.72)	(\$603,450.13)	(336%)	(\$485,407)

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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 270 - State Highway Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	106,000.00	8,105.85	8,105.85	.00	97,894.15	8	107,911
Investment Earnings	4,000.00	.00	.00	.00	4,000.00	0	1,400
Department 000 - General Totals	\$110,000.00	\$8,105.85	\$8,105.85	\$0.00	\$101,894.15	7%	\$109,311
REVENUE TOTALS	\$110,000.00	\$8,105.85	\$8,105.85	\$0.00	\$101,894.15	7%	\$109,311
EXPENSE							
Department 268 - Street Department							
Supplies	70,000.00	.00	.00	57,000.00	13,000.00	81	59,351
Services	24,490.38	490.38	490.38	16,498.92	7,501.08	69	17,090
Capital Purchases	.00	.00	.00	.00	.00	+++	64,161
Department 268 - Street Department Totals	\$94,490.38	\$490.38	\$490.38	\$73,498.92	\$20,501.08	78%	\$140,611
EXPENSE TOTALS	\$94,490.38	\$490.38	\$490.38	\$73,498.92	\$20,501.08	78%	\$140,611
Fund 270 - State Highway Fund Totals							
REVENUE TOTALS	110,000.00	8,105.85	8,105.85	.00	101,894.15	7%	109,311
EXPENSE TOTALS	94,490.38	490.38	490.38	73,498.92	20,501.08	78%	140,611
Fund 270 - State Highway Fund Net Gain (Loss)	\$15,509.62	\$7,615.47	\$7,615.47	(\$73,498.92)	(\$81,393.07)	(425%)	(\$31,297)
Fund Type Totals							
REVENUE TOTALS	1,860,000.00	305,330.94	305,330.94	.00	1,554,669.06	16%	1,835,551
EXPENSE TOTALS	2,410,484.70	133,046.62	133,046.62	715,231.58	1,562,206.50	35%	2,363,661
Fund Type Net Gain (Loss)	(\$550,484.70)	\$172,284.32	\$172,284.32	(\$715,231.58)	\$7,537.44	99%	(\$528,115)
Fund Category Special Revenue Funds Totals							
REVENUE TOTALS	1,860,000.00	305,330.94	305,330.94	.00	1,554,669.06	16%	1,835,551
EXPENSE TOTALS	2,410,484.70	133,046.62	133,046.62	715,231.58	1,562,206.50	35%	2,363,661
Fund Category Special Revenue Funds Net Gain (Loss)	(\$550,484.70)	\$172,284.32	\$172,284.32	(\$715,231.58)	\$7,537.44	99%	(\$528,115)

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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 Enterprise Funds							
Fund Type							
Fund 710 - Water Fund							
REVENUE							
Department 000 - General							
Utility Charges	826,000.00	56,450.85	56,450.85	.00	769,549.15	7	789,710.00
Other Revenues	.00	6.60	6.60	.00	(6.60)	+++	37,030.00
Reimbursements	.00	740.00	740.00	.00	(740.00)	+++	1,600.00
Department 000 - General Totals	\$826,000.00	\$57,197.45	\$57,197.45	\$0.00	\$768,802.55	7%	\$828,360.00
Department 735 - Water Division							
Utility Charges	5,874,000.00	425,895.09	425,895.09	.00	5,448,104.91	7	6,033,910.00
Other Revenues	.00	4,256.21	4,256.21	.00	(4,256.21)	+++	160,620.00
Department 735 - Water Division Totals	\$5,874,000.00	\$430,151.30	\$430,151.30	\$0.00	\$5,443,848.70	7%	\$6,194,530.00
REVENUE TOTALS	\$6,700,000.00	\$487,348.75	\$487,348.75	\$0.00	\$6,212,651.25	7%	\$7,022,900.00
EXPENSE							
Department 000 - General							
Capital Purchases	634,365.42	8,847.43	8,847.43	134,979.39	490,538.60	23	392,890.00
Department 000 - General Totals	\$634,365.42	\$8,847.43	\$8,847.43	\$134,979.39	\$490,538.60	23%	\$392,890.00
Department 735 - Water Division							
Personal Services	413,608.00	47,557.78	47,557.78	20,041.50	346,008.72	16	384,920.00
Supplies	115,833.23	12,695.69	12,695.69	39,176.85	63,960.69	45	69,820.00
Services	5,182,547.41	1,089,225.55	1,089,225.55	94,000.06	3,999,321.80	23	4,736,840.00
Capital Purchases	109,400.00	.00	.00	60,242.50	49,157.50	55	127,960.00
Department 735 - Water Division Totals	\$5,821,388.64	\$1,149,479.02	\$1,149,479.02	\$213,460.91	\$4,458,448.71	23%	\$5,319,550.00
Department 991 - Debt Service							
Debt Service	200,120.00	.00	.00	.00	200,120.00	0	315,870.00
Department 991 - Debt Service Totals	\$200,120.00	\$0.00	\$0.00	\$0.00	\$200,120.00	0%	\$315,870.00
EXPENSE TOTALS	\$6,655,874.06	\$1,158,326.45	\$1,158,326.45	\$348,440.30	\$5,149,107.31	23%	\$6,028,320.00
Fund 710 - Water Fund Totals							
REVENUE TOTALS	6,700,000.00	487,348.75	487,348.75	.00	6,212,651.25	7%	7,022,900.00
EXPENSE TOTALS	6,655,874.06	1,158,326.45	1,158,326.45	348,440.30	5,149,107.31	23%	6,028,320.00
Fund 710 - Water Fund Net Gain (Loss)	\$44,125.94	(\$670,977.70)	(\$670,977.70)	(\$348,440.30)	(\$1,063,543.94)	(2,310%)	\$994,580.00

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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 Enterprise Funds							
Fund Type							
Fund 720 - Wastewater/Sewer Fund							
REVENUE							
Department 000 - General							
Utility Charges	385,000.00	27,450.43	27,450.43	.00	357,549.57	7	381,549.57
Department 000 - General Totals	\$385,000.00	\$27,450.43	\$27,450.43	\$0.00	\$357,549.57	7%	\$381,549.57
Department 736 - Wastewater Division							
Utility Charges	5,415,000.00	412,178.32	412,178.32	.00	5,002,821.68	8	5,687,439.68
Other Revenues	.00	.00	.00	.00	.00	+++	216,199.50
Department 736 - Wastewater Division Totals	\$5,415,000.00	\$412,178.32	\$412,178.32	\$0.00	\$5,002,821.68	8%	\$5,687,639.18
REVENUE TOTALS	\$5,800,000.00	\$439,628.75	\$439,628.75	\$0.00	\$5,360,371.25	8%	\$6,069,199.15
EXPENSE							
Department 000 - General							
Capital Purchases	362,646.87	6,766.70	6,766.70	31,920.86	323,959.31	11	98,288.66
Department 000 - General Totals	\$362,646.87	\$6,766.70	\$6,766.70	\$31,920.86	\$323,959.31	11%	\$98,288.66
Department 736 - Wastewater Division							
Personal Services	385,798.00	44,396.56	44,396.56	20,626.98	320,774.46	17	372,788.00
Supplies	25,799.96	289.31	289.31	8,699.97	16,810.68	35	18,509.96
Services	5,006,854.87	578,478.07	578,478.07	1,499,262.82	2,929,113.98	41	4,698,948.07
Capital Purchases	109,400.00	.00	.00	60,242.50	49,157.50	55	127,357.50
Department 736 - Wastewater Division Totals	\$5,527,852.83	\$623,163.94	\$623,163.94	\$1,588,832.27	\$3,315,856.62	40%	\$5,217,599.55
Department 991 - Debt Service							
Debt Service	102,585.00	.00	.00	.00	102,585.00	0	104,199.50
Department 991 - Debt Service Totals	\$102,585.00	\$0.00	\$0.00	\$0.00	\$102,585.00	0%	\$104,199.50
EXPENSE TOTALS	\$5,993,084.70	\$629,930.64	\$629,930.64	\$1,620,753.13	\$3,742,400.93	38%	\$5,420,088.65
Fund 720 - Wastewater/Sewer Fund Totals							
REVENUE TOTALS	5,800,000.00	439,628.75	439,628.75	.00	5,360,371.25	8%	6,069,199.15
EXPENSE TOTALS	5,993,084.70	629,930.64	629,930.64	1,620,753.13	3,742,400.93	38%	5,420,088.65
Fund 720 - Wastewater/Sewer Fund Net Gain (Loss)	(\$193,084.70)	(\$190,301.89)	(\$190,301.89)	(\$1,620,753.13)	(\$1,617,970.32)	938%	\$649,110.50

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Through 01/31/17
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 740 - Storm Water Drainage Fund							
REVENUE							
Department 737 - Storm Water Division							
Utility Charges	1,350,000.00	97,649.85	97,649.85	.00	1,252,350.15	7	1,309,934
Department 737 - Storm Water Division Totals	\$1,350,000.00	\$97,649.85	\$97,649.85	\$0.00	\$1,252,350.15	7%	\$1,309,934
REVENUE TOTALS	\$1,350,000.00	\$97,649.85	\$97,649.85	\$0.00	\$1,252,350.15	7%	\$1,309,934
EXPENSE							
Department 000 - General							
Capital Purchases	91,640.65	2,055.66	2,055.66	89,584.99	.00	100	286,204
Department 000 - General Totals	\$91,640.65	\$2,055.66	\$2,055.66	\$89,584.99	\$0.00	100%	\$286,204
Department 737 - Storm Water Division							
Personal Services	272,732.00	34,660.62	34,660.62	14,595.31	223,476.07	18	260,054
Supplies	37,738.94	74.13	74.13	17,314.81	20,350.00	46	20,024
Services	992,901.19	64,056.25	64,056.25	451,316.35	477,528.59	52	735,074
Capital Purchases	.00	.00	.00	.00	.00	+++	29,624
Department 737 - Storm Water Division Totals	\$1,303,372.13	\$98,791.00	\$98,791.00	\$483,226.47	\$721,354.66	45%	\$1,044,774
EXPENSE TOTALS	\$1,395,012.78	\$100,846.66	\$100,846.66	\$572,811.46	\$721,354.66	48%	\$1,330,984
Fund 740 - Storm Water Drainage Fund Totals							
REVENUE TOTALS	1,350,000.00	97,649.85	97,649.85	.00	1,252,350.15	7%	1,309,934
EXPENSE TOTALS	1,395,012.78	100,846.66	100,846.66	572,811.46	721,354.66	48%	1,330,984
Fund 740 - Storm Water Drainage Fund Net Gain (Loss)	(\$45,012.78)	(\$3,196.81)	(\$3,196.81)	(\$572,811.46)	(\$530,995.49)	1,280%	(\$21,054)

Attachment: January, 2017 Budget by Classification 03_01_2017 10_45_26 AM Joni Crawford 46101L1P



January, 2017 Budget by Classification

8.a.a

Through 01/31/17
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	2,040,000.00	172,630.70	172,630.70	.00	1,867,369.30	8	1,972,299.30
Department 738 - Refuse Collection Totals	\$2,040,000.00	\$172,630.70	\$172,630.70	\$0.00	\$1,867,369.30	8%	\$1,972,299.30
REVENUE TOTALS	\$2,040,000.00	\$172,630.70	\$172,630.70	\$0.00	\$1,867,369.30	8%	\$1,972,299.30
EXPENSE							
Department 738 - Refuse Collection							
Supplies	2,000.00	.00	.00	.00	2,000.00	0	999.00
Services	2,203,252.85	2,788.88	2,788.88	749,529.17	1,450,934.80	34	1,963,599.00
Department 738 - Refuse Collection Totals	\$2,205,252.85	\$2,788.88	\$2,788.88	\$749,529.17	\$1,452,934.80	34%	\$1,964,599.00
EXPENSE TOTALS	\$2,205,252.85	\$2,788.88	\$2,788.88	\$749,529.17	\$1,452,934.80	34%	\$1,964,599.00
Fund 750 - Solid Waste Fund Totals							
REVENUE TOTALS	2,040,000.00	172,630.70	172,630.70	.00	1,867,369.30	8%	1,972,299.30
EXPENSE TOTALS	2,205,252.85	2,788.88	2,788.88	749,529.17	1,452,934.80	34%	1,964,599.00
Fund 750 - Solid Waste Fund Net Gain (Loss)	(\$165,252.85)	\$169,841.82	\$169,841.82	(\$749,529.17)	(\$414,434.50)	351%	\$7,699.30
Fund Type Totals							
REVENUE TOTALS	15,890,000.00	1,197,258.05	1,197,258.05	.00	14,692,741.95	8%	16,374,339.30
EXPENSE TOTALS	16,249,224.39	1,891,892.63	1,891,892.63	3,291,534.06	11,065,797.70	32%	14,743,999.00
Fund Type Net Gain (Loss)	(\$359,224.39)	(\$694,634.58)	(\$694,634.58)	(\$3,291,534.06)	(\$3,626,944.25)	1,110%	\$1,630,340.30
Fund Category Enterprise Funds Totals							
REVENUE TOTALS	15,890,000.00	1,197,258.05	1,197,258.05	.00	14,692,741.95	8%	16,374,339.30
EXPENSE TOTALS	16,249,224.39	1,891,892.63	1,891,892.63	3,291,534.06	11,065,797.70	32%	14,743,999.00
Fund Category Enterprise Funds Net Gain (Loss)	(\$359,224.39)	(\$694,634.58)	(\$694,634.58)	(\$3,291,534.06)	(\$3,626,944.25)	1,110%	\$1,630,340.30
Grand Totals							
REVENUE TOTALS	33,071,246.00	2,462,689.38	2,462,689.38	.00	30,608,556.62	7%	33,600,169.30
EXPENSE TOTALS	35,716,694.45	3,677,568.04	3,677,568.04	6,431,515.13	25,607,611.28	28%	32,927,369.00
Grand Total Net Gain (Loss)	(\$2,645,448.45)	(\$1,214,878.66)	(\$1,214,878.66)	(\$6,431,515.13)	(\$5,000,945.34)	289%	\$672,799.30

Attachment: January, 2017 Budget by Classification 03_01_2017 10_45_26 AM Joni Crawford 46101L1P



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	761,300.00	.00	761,300.00	56,189.85	.00	56,189.85	705,110.15	7	666,370.00
5104	Wages-Part time	119,654.00	.00	119,654.00	9,250.22	.00	9,250.22	110,403.78	8	121,870.00
5105	Overtime	300,000.00	.00	300,000.00	14,333.34	.00	14,333.34	285,666.66	5	373,990.00
5106	Longevity	57,400.00	.00	57,400.00	6,325.00	.00	6,325.00	51,075.00	11	55,750.00
5109	HSA Employer Funding	232,000.00	1,805.83	233,805.83	197,222.56	5,084.35	197,222.56	31,498.92	87	251,910.00
5111	Wages Chief	111,745.00	.00	111,745.00	8,511.60	.00	8,511.60	103,233.40	8	109,430.00
5113	Wages Enforcement	4,641,455.00	.00	4,641,455.00	391,254.64	.00	391,254.64	4,250,200.36	8	4,771,950.00
5151	PERS Contribution	124,152.00	.00	124,152.00	13,650.66	.00	13,650.66	110,501.34	11	110,930.00
5152	PFDPF Contribution	792,855.00	.00	792,855.00	116,757.98	.00	116,757.98	676,097.02	15	900,680.00
5155	PERS Pickup	45,419.00	.00	45,419.00	5,532.20	.00	5,532.20	39,886.80	12	43,310.00
5156	PFDPF Pick Up	.00	.00	.00	.00	.00	.00	.00	+++	100.00
5161	Group Insurance	932,260.00	.00	932,260.00	77,974.26	140,425.74	77,974.26	713,860.00	23	958,680.00
5166	Medicare	86,292.00	.00	86,292.00	6,813.08	.00	6,813.08	79,478.92	8	85,590.00
	Personal Services Totals	\$8,204,532.00	\$1,805.83	\$8,206,337.83	\$903,815.39	\$145,510.09	\$903,815.39	\$7,157,012.35	13%	\$8,450,610.00
	Supplies									
5201	Office Supplies	8,500.00	1,442.43	9,942.43	1,638.49	4,003.94	1,638.49	4,300.00	57	8,320.00
5202	Photo Copy Supplies	3,250.00	1,287.41	4,537.41	1,086.00	709.96	1,086.00	2,741.45	40	2,170.00
5203	Computer Supplies	22,360.00	2,611.85	24,971.85	410.71	5,201.14	410.71	19,360.00	22	12,760.00
5205	Small Tools/Minor Equipment	4,750.00	346.71	5,096.71	23.99	3,372.72	23.99	1,700.00	67	2,470.00
5206	Evidence	10,000.00	.00	10,000.00	.00	5,000.00	.00	5,000.00	50	
5207	Law Enforcement Supplies	67,100.00	8,496.63	75,596.63	5,717.12	36,439.28	5,717.12	33,440.23	56	44,770.00
5213	Repair and Maintenance Supplies	12,095.00	7.86	12,102.86	.00	1,007.86	.00	11,095.00	8	4,110.00
5241	Uniforms-Purchased	61,000.00	14,496.99	75,496.99	12,429.48	29,859.31	12,429.48	33,208.20	56	61,970.00
5251	MV Gas and Oil	120,000.00	6,441.73	126,441.73	.00	15,941.73	.00	110,500.00	13	68,080.00
	Supplies Totals	\$309,055.00	\$35,131.61	\$344,186.61	\$21,305.79	\$101,535.94	\$21,305.79	\$221,344.88	36%	\$204,690.00
	Services									
5311	Utilities	144,530.00	10,388.74	154,918.74	14,201.44	119,605.54	14,201.44	21,111.76	86	106,590.00
5321	Professional Training	34,735.00	3,949.90	38,684.90	3,374.89	10,575.01	3,374.89	24,735.00	36	30,050.00
5323	Publications	2,850.00	.00	2,850.00	.00	500.00	.00	2,350.00	18	310.00
5324	Professional Association Dues	2,500.00	.00	2,500.00	.00	700.00	.00	1,800.00	28	1,280.00
5325	Educational Assistance	10,000.00	1,654.14	11,654.14	1,339.24	2,314.90	1,339.24	8,000.00	31	3,180.00
5339	Misc Contract Services	38,797.00	2,325.88	41,122.88	6,431.03	23,925.25	6,431.03	10,766.60	74	21,070.00
5351	Liability Insurance Deductible	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	10,000.00
5361	Building Repair/Maintenance	43,050.00	15,254.69	58,304.69	2,195.80	33,758.89	2,195.80	22,350.00	62	42,580.00
5362	Equipment Maintenance	47,987.00	3,840.00	51,827.00	1,877.30	27,812.70	1,877.30	22,137.00	57	31,450.00
5363	MV Repair/Maintenance-External	11,000.00	.00	11,000.00	158.72	4,341.28	158.72	6,500.00	41	7,600.00
5366	Computer Maintenance	1,500.00	.00	1,500.00	.96	10,200.00	.96	(8,700.96)	680	



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Services									
5375	Prisoner Care	130,000.00	8,492.50	138,492.50	8,492.50	59,900.00	8,492.50	70,100.00	49	123,240
5391	Postage	4,000.00	369.57	4,369.57	136.55	1,361.82	136.55	2,871.20	34	3,150
5392	Fingerprinting Services	35,000.00	1,214.00	36,214.00	1,214.00	24,996.40	1,214.00	10,003.60	72	30,540
5393	L.E.A.D.S Terminal	8,500.00	.00	8,500.00	.00	7,200.00	.00	1,300.00	85	7,200
5395	Printing/Advertising	11,000.00	.00	11,000.00	.00	3,000.00	.00	8,000.00	27	9,400
5396	Uniform Cleaning/Repairs	24,000.00	2,772.81	26,772.81	1,483.50	22,681.76	1,483.50	2,607.55	90	17,930
5399	Other Miscellaneous Services	3,000.00	950.25	3,950.25	163.86	3,286.39	163.86	500.00	87	3,830
	Services Totals	\$562,449.00	\$51,212.48	\$613,661.48	\$41,069.79	\$356,159.94	\$41,069.79	\$216,431.75	65%	\$449,460
	Capital Purchases									
5631	Furniture and Fixtures	5,000.00	.00	5,000.00	3,371.91	2,000.00	3,371.91	(371.91)	107	3,490
5632	Motor Vehicles	106,000.00	915.00	106,915.00	.00	915.00	.00	106,000.00	1	156,880
5633	Machinery and Equipment	8,950.00	1,200.00	10,150.00	.00	1,515.00	.00	8,635.00	15	2,160
5639	Other Equipment	40,000.00	6,069.56	46,069.56	2,189.84	18,379.72	2,189.84	25,500.00	45	22,450
	Capital Purchases Totals	\$159,950.00	\$8,184.56	\$168,134.56	\$5,561.75	\$22,809.72	\$5,561.75	\$139,763.09	17%	\$185,000
	EXPENSE TOTALS	\$9,235,986.00	\$96,334.48	\$9,332,320.48	\$971,752.72	\$626,015.69	\$971,752.72	\$7,734,552.07	17%	\$9,289,770
Department 111 - Police Division Totals		(\$9,235,986.00)	(\$96,334.48)	(\$9,332,320.48)	(\$971,752.72)	(\$626,015.69)	(\$971,752.72)	(\$7,734,552.07)	17%	(\$9,289,770)

Attachment: January, 2017 Departmental Budget 03_01_2017 10:45:26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 290 - Mechanic										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	88,432.00	.00	88,432.00	6,695.40	.00	6,695.40	81,736.60	8	85,511.00
5105	Overtime	.00	.00	.00	.00	.00	.00	.00	+++	289.00
5106	Longevity	450.00	.00	450.00	.00	.00	.00	450.00	0	450.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	8,000.00	.00	8,000.00	.00	100	8,000.00
5151	PERS Contribution	12,443.00	.00	12,443.00	1,383.57	.00	1,383.57	11,059.43	11	12,090.00
5161	Group Insurance	32,578.00	.00	32,578.00	2,993.46	5,941.54	2,993.46	23,643.00	27	35,000.00
5166	Medicare	1,289.00	.00	1,289.00	92.41	.00	92.41	1,196.59	7	1,170.00
	Personal Services Totals	\$143,192.00	\$0.00	\$143,192.00	\$19,164.84	\$5,941.54	\$19,164.84	\$118,085.62	18%	\$142,080.00
	Supplies									
5201	Office Supplies	100.00	.00	100.00	.00	.00	.00	100.00	0	100.00
5203	Computer Supplies	200.00	.00	200.00	.00	100.00	.00	100.00	50	200.00
5205	Small Tools/Minor Equipment	3,000.00	.00	3,000.00	.00	2,000.00	.00	1,000.00	67	2,510.00
5213	Repair and Maintenance Supplies	90,000.00	2,258.65	92,258.65	4,634.62	44,549.13	4,634.62	43,074.90	53	63,910.00
5259	Operating Materials and Supplies	6,500.00	810.84	7,310.84	810.84	5,470.00	810.84	1,030.00	86	6,180.00
	Supplies Totals	\$99,800.00	\$3,069.49	\$102,869.49	\$5,445.46	\$52,119.13	\$5,445.46	\$45,304.90	56%	\$72,610.00
	Services									
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	440.00
5324	Professional Association Dues	.00	.00	.00	.00	600.00	.00	(600.00)	+++	0.00
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	2,000.00	.00	1,000.00	67	1,300.00
5363	MV Repair/Maintenance-External	35,000.00	3,024.38	38,024.38	2,248.94	25,748.93	2,248.94	10,026.51	74	17,520.00
5397	Uniform Rental	1,200.00	43.52	1,243.52	43.52	650.00	43.52	550.00	56	550.00
5399	Other Miscellaneous Services	1,500.00	375.00	1,875.00	375.00	900.00	375.00	600.00	68	200.00
	Services Totals	\$41,700.00	\$3,442.90	\$45,142.90	\$2,667.46	\$29,898.93	\$2,667.46	\$12,576.51	72%	\$20,030.00
	Capital Purchases									
5639	Other Equipment	4,200.00	.00	4,200.00	4,159.98	.00	4,159.98	40.02	99	4,200.00
	Capital Purchases Totals	\$4,200.00	\$0.00	\$4,200.00	\$4,159.98	\$0.00	\$4,159.98	\$40.02	99%	\$4,200.00
	EXPENSE TOTALS	\$288,892.00	\$6,512.39	\$295,404.39	\$31,437.74	\$87,959.60	\$31,437.74	\$176,007.05	40%	\$234,720.00
Department 290 - Mechanic Totals		(\$288,892.00)	(\$6,512.39)	(\$295,404.39)	(\$31,437.74)	(\$87,959.60)	(\$31,437.74)	(\$176,007.05)	40%	(\$234,720.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10:45:26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	81,228.00	.00	81,228.00	6,128.40	.00	6,128.40	75,099.60	8	80,611.00
5102	Wages-Staff	305,660.00	.00	305,660.00	23,059.44	.00	23,059.44	282,600.56	8	272,240.00
5104	Wages-Part time	.00	.00	.00	.00	.00	.00	.00	+++	16,040.00
5105	Overtime	15,700.00	.00	15,700.00	320.96	.00	320.96	15,379.04	2	13,740.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	450.00
5109	HSA Employer Funding	28,000.00	.00	28,000.00	28,000.00	.00	28,000.00	.00	100	28,000.00
5141	Wages-Seasonal Labor	100,000.00	.00	100,000.00	2,892.44	.00	2,892.44	97,107.56	3	70,270.00
5151	PERS Contribution	70,432.00	.00	70,432.00	6,714.68	.00	6,714.68	63,717.32	10	63,630.00
5161	Group Insurance	110,774.00	.00	110,774.00	10,265.30	17,984.70	10,265.30	82,524.00	26	118,940.00
5166	Medicare	7,295.00	.00	7,295.00	451.97	.00	451.97	6,843.03	6	6,330.00
<i>Personal Services Totals</i>		\$719,589.00	\$0.00	\$719,589.00	\$77,833.19	\$17,984.70	\$77,833.19	\$623,771.11	13%	\$670,280.00
<i>Supplies</i>										
5201	Office Supplies	2,000.00	397.15	2,397.15	342.69	2,554.46	342.69	(500.00)	121	720.00
5203	Computer Supplies	1,500.00	350.00	1,850.00	328.55	121.45	328.55	1,400.00	24	420.00
5205	Small Tools/Minor Equipment	4,000.00	911.70	4,911.70	708.84	202.86	708.84	4,000.00	19	7,990.00
5209	Chemicals	27,500.00	.00	27,500.00	.00	.00	.00	27,500.00	0	22,110.00
5213	Repair and Maintenance Supplies	53,000.00	8,500.41	61,500.41	7,813.52	13,625.09	7,813.52	40,061.80	35	48,430.00
5215	Recreational Supplies	45,000.00	15,924.68	60,924.68	10,889.22	11,151.98	10,889.22	38,883.48	36	49,520.00
5241	Uniforms-Purchased	.00	.00	.00	.00	850.00	.00	(850.00)	+++	.00
5251	MV Gas and Oil	20,000.00	577.18	20,577.18	.00	3,077.18	.00	17,500.00	15	11,710.00
5252	Aggregates	17,000.00	957.48	17,957.48	861.37	1,273.71	861.37	15,822.40	12	14,920.00
5259	Operating Materials and Supplies	5,000.00	2,445.00	7,445.00	2,257.81	187.19	2,257.81	5,000.00	33	2,260.00
<i>Supplies Totals</i>		\$175,000.00	\$30,063.60	\$205,063.60	\$23,202.00	\$33,043.92	\$23,202.00	\$148,817.68	27%	\$158,120.00
<i>Services</i>										
5303	Community Events	16,829.00	50.00	16,879.00	.00	395.00	.00	16,484.00	2	9,570.00
5311	Utilities	29,000.00	1,551.09	30,551.09	1,544.86	27,465.48	1,544.86	1,540.75	95	19,980.00
5321	Professional Training	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,090.00
5322	Conference/Reimb	5,000.00	835.00	5,835.00	835.00	1,650.00	835.00	3,350.00	43	3,920.00
5324	Professional Association Dues	2,000.00	325.00	2,325.00	315.00	340.00	315.00	1,670.00	28	770.00
5338	Personal Service Contracts	72,000.00	.00	72,000.00	4,496.00	13,504.00	4,496.00	54,000.00	25	58,620.00
5339	Misc Contract Services	97,500.00	10,853.44	108,353.44	11,485.42	4,471.46	11,485.42	92,396.56	15	50,690.00
5361	Building Repair/Maintenance	63,500.00	48,705.00	112,205.00	4,560.00	47,565.00	4,560.00	60,080.00	46	21,550.00
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	430.00
5391	Postage	1,000.00	.00	1,000.00	18.71	.00	18.71	981.29	2	400.00
5395	Printing/Advertising	20,000.00	3,800.00	23,800.00	3,736.90	2,772.10	3,736.90	17,291.00	27	19,010.00
5397	Uniform Rental	3,000.00	226.78	3,226.78	232.96	1,243.82	232.96	1,750.00	46	1,820.00
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	.00	1,250.00	.00	8,750.00	12	2,600.00

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
	EXPENSE									
	Services Totals	\$324,329.00	\$66,346.31	\$390,675.31	\$27,224.85	\$100,656.86	\$27,224.85	\$262,793.60	33%	\$190,511
	Transfers/Other									
5515	Refunds-Fees	.00	.00	.00	91.00	.00	91.00	(91.00)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$91.00	\$0.00	\$91.00	(\$91.00)	+++	\$0.00
	Capital Purchases									
5632	Motor Vehicles	8,500.00	8,801.52	17,301.52	8,801.52	.00	8,801.52	8,500.00	51	61,954
5633	Machinery and Equipment	.00	13,158.98	13,158.98	4,657.69	8,519.29	4,657.69	(18.00)	100	187,681
5639	Other Equipment	6,600.00	654.10	7,254.10	.00	654.10	.00	6,600.00	9	10,741
	Capital Purchases Totals	\$15,100.00	\$22,614.60	\$37,714.60	\$13,459.21	\$9,173.39	\$13,459.21	\$15,082.00	60%	\$260,376
	EXPENSE TOTALS	\$1,234,018.00	\$119,024.51	\$1,353,042.51	\$141,810.25	\$160,858.87	\$141,810.25	\$1,050,373.39	22%	\$1,279,293
Department 340 - Parks and Recreation Totals		(\$1,234,018.00)	(\$119,024.51)	(\$1,353,042.51)	(\$141,810.25)	(\$160,858.87)	(\$141,810.25)	(\$1,050,373.39)	22%	(\$1,279,293)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 343 - Senior Center										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	60,051.00	.00	60,051.00	4,530.60	.00	4,530.60	55,520.40	8	57,661.00
5104	Wages-Part time	58,463.00	.00	58,463.00	4,285.57	.00	4,285.57	54,177.43	7	52,690.00
5105	Overtime	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,810.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	4,000.00	.00	4,000.00	.00	100	4,000.00
5141	Wages-Seasonal Labor	.00	.00	.00	.00	.00	.00	.00	+++	1,730.00
5151	PERS Contribution	17,082.00	.00	17,082.00	1,855.82	.00	1,855.82	15,226.18	11	15,920.00
5161	Group Insurance	16,378.00	.00	16,378.00	1,513.60	2,956.40	1,513.60	11,908.00	27	17,590.00
5166	Medicare	1,769.00	.00	1,769.00	125.55	.00	125.55	1,643.45	7	1,620.00
	Personal Services Totals	\$161,243.00	\$0.00	\$161,243.00	\$16,311.14	\$2,956.40	\$16,311.14	\$141,975.46	12%	\$153,550.00
	Supplies									
5201	Office Supplies	1,000.00	600.31	1,600.31	504.20	96.11	504.20	1,000.00	38	360.00
5203	Computer Supplies	1,500.00	45.00	1,545.00	42.49	2.51	42.49	1,500.00	3	720.00
5213	Repair and Maintenance Supplies	8,500.00	324.91	8,824.91	250.42	384.49	250.42	8,190.00	7	5,110.00
5215	Recreational Supplies	4,500.00	1,389.79	5,889.79	201.92	1,687.87	201.92	4,000.00	32	4,080.00
5216	Contributed Supplies Purchased	.00	47.68	47.68	.00	1,393.81	.00	(1,346.13)	2923	1,060.00
5259	Operating Materials and Supplies	.00	1,300.00	1,300.00	.00	1,475.00	.00	(175.00)	113	0.00
	Supplies Totals	\$15,500.00	\$3,707.69	\$19,207.69	\$999.03	\$5,039.79	\$999.03	\$13,168.87	31%	\$11,360.00
	Services									
5311	Utilities	13,000.00	1,046.97	14,046.97	1,096.97	12,771.99	1,096.97	178.01	99	9,850.00
5321	Professional Training	300.00	.00	300.00	.00	.00	.00	300.00	0	0.00
5322	Conference/Reimb	300.00	194.00	494.00	.00	194.00	.00	300.00	39	120.00
5324	Professional Association Dues	150.00	100.00	250.00	.00	100.00	.00	150.00	40	0.00
5339	Misc Contract Services	3,500.00	72.50	3,572.50	880.67	1,766.83	880.67	925.00	74	12,790.00
5361	Building Repair/Maintenance	22,000.00	.00	22,000.00	.00	.00	.00	22,000.00	0	8,860.00
5391	Postage	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,500.00
	Services Totals	\$40,750.00	\$1,413.47	\$42,163.47	\$1,977.64	\$14,832.82	\$1,977.64	\$25,353.01	40%	\$33,140.00
	Capital Purchases									
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	2,870.00
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,870.00
	EXPENSE TOTALS	\$217,493.00	\$5,121.16	\$222,614.16	\$19,287.81	\$22,829.01	\$19,287.81	\$180,497.34	19%	\$200,930.00
Department 343 - Senior Center Totals		(\$217,493.00)	(\$5,121.16)	(\$222,614.16)	(\$19,287.81)	(\$22,829.01)	(\$19,287.81)	(\$180,497.34)	19%	(\$200,930.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 448 - Service Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	82,680.00	.00	82,680.00	6,237.70	.00	6,237.70	76,442.30	8	83,571.00
5102	Wages-Staff	268,331.00	.00	268,331.00	20,096.53	.00	20,096.53	248,234.47	7	266,941.00
5105	Overtime	3,000.00	.00	3,000.00	1,013.95	.00	1,013.95	1,986.05	34	8,241.00
5106	Longevity	1,650.00	.00	1,650.00	.00	.00	.00	1,650.00	0	1,650.00
5109	HSA Employer Funding	28,000.00	.00	28,000.00	22,000.00	.00	22,000.00	6,000.00	79	25,551.00
5151	PERS Contribution	49,793.00	.00	49,793.00	5,564.65	.00	5,564.65	44,228.35	11	48,691.00
5161	Group Insurance	114,341.00	.00	114,341.00	7,963.57	18,086.43	7,963.57	88,291.00	23	99,631.00
5166	Medicare	5,157.00	.00	5,157.00	380.97	.00	380.97	4,776.03	7	5,021.00
<i>Personal Services Totals</i>		\$552,952.00	\$0.00	\$552,952.00	\$63,257.37	\$18,086.43	\$63,257.37	\$471,608.20	15%	\$539,331.00
<i>Supplies</i>										
5201	Office Supplies	1,500.00	528.77	2,028.77	528.77	500.00	528.77	1,000.00	51	1,360.00
5203	Computer Supplies	1,000.00	250.00	1,250.00	231.00	19.00	231.00	1,000.00	20	741.00
5213	Repair and Maintenance Supplies	15,000.00	3,540.51	18,540.51	1,231.38	6,209.13	1,231.38	11,100.00	40	8,031.00
5251	MV Gas and Oil	1,500.00	646.06	2,146.06	.00	1,646.06	.00	500.00	77	351.00
<i>Supplies Totals</i>		\$19,000.00	\$4,965.34	\$23,965.34	\$1,991.15	\$8,374.19	\$1,991.15	\$13,600.00	43%	\$10,501.00
<i>Services</i>										
5301	Boards/Commissions	750.00	.00	750.00	.00	.00	.00	750.00	0	
5302	Street Lighting	270,000.00	18,498.74	288,498.74	18,498.74	213,688.61	18,498.74	56,311.39	80	209,261.00
5303	Community Events	28,000.00	.00	28,000.00	.00	.00	.00	28,000.00	0	27,851.00
5311	Utilities	.00	.00	.00	.00	.00	.00	.00	+++	(29)
5321	Professional Training	1,000.00	.00	1,000.00	25.00	125.00	25.00	850.00	15	
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	11.00
5325	Educational Assistance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
5331	Engineering/Architecture	75,000.00	22,532.12	97,532.12	1,112.12	56,420.00	1,112.12	40,000.00	59	36,491.00
5339	Misc Contract Services	60,500.00	4,253.95	64,753.95	370.45	39,868.39	370.45	24,515.11	62	44,281.00
5362	Equipment Maintenance	4,000.00	695.61	4,695.61	831.83	3,008.78	831.83	855.00	82	2,231.00
5366	Computer Maintenance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5367	Streetscape Maintenance	108,000.00	15,325.00	123,325.00	6,975.00	8,350.00	6,975.00	108,000.00	12	71,631.00
5374	Emergency Management Services	38,500.00	.00	38,500.00	.00	38,500.00	.00	.00	100	36,601.00
5391	Postage	500.00	.00	500.00	4.16	.00	4.16	495.84	1	231.00
5395	Printing/Advertising	500.00	375.00	875.00	286.86	344.14	286.86	244.00	72	61.00
5397	Uniform Rental	2,500.00	38.58	2,538.58	38.58	1,600.00	38.58	900.00	65	1,891.00
5398	Tree/Grass Service	30,000.00	3,385.00	33,385.00	810.00	12,575.00	810.00	20,000.00	40	21,591.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	201.00
<i>Services Totals</i>		\$624,000.00	\$65,104.00	\$689,104.00	\$28,952.74	\$374,479.92	\$28,952.74	\$285,671.34	59%	\$452,341.00
EXPENSE TOTALS		\$1,195,952.00	\$70,069.34	\$1,266,021.34	\$94,201.26	\$400,940.54	\$94,201.26	\$770,879.54	39%	\$1,002,171.00
Department 448 - Service Department Totals		(\$1,195,952.00)	(\$70,069.34)	(\$1,266,021.34)	(\$94,201.26)	(\$400,940.54)	(\$94,201.26)	(\$770,879.54)	39%	(\$1,002,171.00)

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January, 2017 Departmental Budget

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Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 479 - Building Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	70,374.00	.00	70,374.00	5,360.50	.00	5,360.50	65,013.50	8	56,741.00
5102	Wages-Staff	168,565.00	.00	168,565.00	13,014.40	.00	13,014.40	155,550.60	8	127,881.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	450.00
5109	HSA Employer Funding	16,000.00	.00	16,000.00	16,000.00	.00	16,000.00	.00	100	17,160.00
5151	PERS Contribution	33,521.00	.00	33,521.00	3,797.04	.00	3,797.04	29,723.96	11	23,900.00
5161	Group Insurance	63,175.00	.00	63,175.00	5,875.61	7,149.39	5,875.61	50,150.00	21	44,650.00
5166	Medicare	3,472.00	.00	3,472.00	255.45	.00	255.45	3,216.55	7	2,590.00
	Personal Services Totals	\$355,607.00	\$0.00	\$355,607.00	\$44,303.00	\$7,149.39	\$44,303.00	\$304,154.61	14%	\$273,390.00
	Supplies									
5201	Office Supplies	2,000.00	720.41	2,720.41	220.41	1,000.00	220.41	1,500.00	45	1,000.00
5203	Computer Supplies	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	0.00
5241	Uniforms-Purchased	3,000.00	.00	3,000.00	.00	500.00	.00	2,500.00	17	1,920.00
5251	MV Gas and Oil	5,000.00	943.31	5,943.31	.00	2,943.31	.00	3,000.00	50	1,630.00
	Supplies Totals	\$16,000.00	\$1,663.72	\$17,663.72	\$220.41	\$4,443.31	\$220.41	\$13,000.00	26%	\$4,550.00
	Services									
5311	Utilities	2,000.00	.00	2,000.00	.00	1,000.00	.00	1,000.00	50	1,380.00
5321	Professional Training	5,000.00	.00	5,000.00	.00	1,579.00	.00	3,421.00	32	820.00
5322	Conference/Reimb	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	470.00
5323	Publications	1,500.00	.00	1,500.00	.00	1,000.00	.00	500.00	67	960.00
5324	Professional Association Dues	800.00	.00	800.00	.00	80.00	.00	720.00	10	270.00
5331	Engineering/Architecture	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	0.00
5339	Misc Contract Services	20,000.00	1,007.50	21,007.50	1,007.50	5,000.00	1,007.50	15,000.00	29	56,890.00
5362	Equipment Maintenance	4,000.00	56.59	4,056.59	291.24	1,165.35	291.24	2,600.00	36	2,830.00
5366	Computer Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	0.00
5376	County Health Services	30,000.00	4,995.00	34,995.00	6,207.00	8,787.00	6,207.00	20,001.00	43	17,770.00
5391	Postage	1,000.00	.00	1,000.00	77.02	.00	77.02	922.98	8	530.00
5395	Printing/Advertising	2,500.00	.00	2,500.00	94.00	906.00	94.00	1,500.00	40	930.00
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	0.00
	Services Totals	\$72,300.00	\$6,059.09	\$78,359.09	\$7,676.76	\$19,517.35	\$7,676.76	\$51,164.98	35%	\$82,880.00
	Capital Purchases									
5631	Furniture and Fixtures	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	0.00
5632	Motor Vehicles	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	22,380.00
	Capital Purchases Totals	\$27,000.00	\$0.00	\$27,000.00	\$0.00	\$0.00	\$0.00	\$27,000.00	0%	\$22,380.00
	EXPENSE TOTALS	\$470,907.00	\$7,722.81	\$478,629.81	\$52,200.17	\$31,110.05	\$52,200.17	\$395,319.59	17%	\$383,210.00
	Department 479 - Building Department Totals	(\$470,907.00)	(\$7,722.81)	(\$478,629.81)	(\$52,200.17)	(\$31,110.05)	(\$52,200.17)	(\$395,319.59)	17%	(\$383,210.00)

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January, 2017 Departmental Budget

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Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 522 - Mayor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,803.00	.00	97,803.00	7,523.24	.00	7,523.24	90,279.76	8	103,381
5102	Wages-Staff	.00	.00	.00	999.06	.00	999.06	(999.06)	+++	6,791
5109	HSA Employer Funding	4,000.00	.00	4,000.00	4,340.00	.00	4,340.00	(340.00)	108	4,500
5151	PERS Contribution	13,692.00	.00	13,692.00	1,785.57	.00	1,785.57	11,906.43	13	15,411
5161	Group Insurance	16,169.00	.00	16,169.00	1,474.24	2,680.76	1,474.24	12,014.00	26	19,311
5166	Medicare	1,418.00	.00	1,418.00	121.25	.00	121.25	1,296.75	9	1,561
	Personal Services Totals	\$133,082.00	\$0.00	\$133,082.00	\$16,243.36	\$2,680.76	\$16,243.36	\$114,157.88	14%	\$150,971
	Supplies									
5201	Office Supplies	600.00	200.00	800.00	199.81	200.19	199.81	400.00	50	361
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	361
	Supplies Totals	\$1,100.00	\$200.00	\$1,300.00	\$199.81	\$200.19	\$199.81	\$900.00	31%	\$361
	Services									
5311	Utilities	850.00	.00	850.00	.00	800.00	.00	50.00	94	851
5322	Conference/Reimb	100.00	.00	100.00	.00	.00	.00	100.00	0	851
5324	Professional Association Dues	1,000.00	.00	1,000.00	1,030.00	3,905.00	1,030.00	(3,935.00)	494	1,111
5332	Legal Services	30,000.00	427.50	30,427.50	427.50	15,000.00	427.50	15,000.00	51	28,631
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	4,701
5391	Postage	250.00	.00	250.00	5.58	.00	5.58	244.42	2	71
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	2,571
	Services Totals	\$38,200.00	\$427.50	\$38,627.50	\$1,463.08	\$19,705.00	\$1,463.08	\$17,459.42	55%	\$37,941
	EXPENSE TOTALS	\$172,382.00	\$627.50	\$173,009.50	\$17,906.25	\$22,585.95	\$17,906.25	\$132,517.30	23%	\$189,281
Department 522 - Mayor Totals		(\$172,382.00)	(\$627.50)	(\$173,009.50)	(\$17,906.25)	(\$22,585.95)	(\$17,906.25)	(\$132,517.30)	23%	(\$189,281)

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January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 534 - Civil Service Commission										
	EXPENSE									
	Personal Services									
5104	Wages-Part time	52,382.00	.00	52,382.00	3,794.68	.00	3,794.68	48,587.32	7	48,451.00
5151	PERS Contribution	7,333.00	.00	7,333.00	777.65	.00	777.65	6,555.35	11	6,611.00
5166	Medicare	760.00	.00	760.00	55.02	.00	55.02	704.98	7	701.00
	Personal Services Totals	\$60,475.00	\$0.00	\$60,475.00	\$4,627.35	\$0.00	\$4,627.35	\$55,847.65	8%	\$55,771.00
	Supplies									
5201	Office Supplies	600.00	154.05	754.05	150.52	403.53	150.52	200.00	73	241.00
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	0.00
	Supplies Totals	\$1,000.00	\$154.05	\$1,154.05	\$150.52	\$403.53	\$150.52	\$600.00	48%	\$241.00
	Services									
5322	Conference/Reimb	600.00	.00	600.00	.00	.00	.00	600.00	0	300.00
5332	Legal Services	1,000.00	125.00	1,125.00	47.50	577.50	47.50	500.00	56	900.00
5336	Medical Services/Physical Exams	7,500.00	2,078.00	9,578.00	2,078.00	2,200.00	2,078.00	5,300.00	45	9,580.00
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	2,800.00
5391	Postage	200.00	.00	200.00	.00	.00	.00	200.00	0	130.00
5395	Printing/Advertising	6,000.00	1,200.00	7,200.00	730.02	469.98	730.02	6,000.00	17	2,860.00
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	800.00
	Services Totals	\$20,800.00	\$3,403.00	\$24,203.00	\$2,855.52	\$3,247.48	\$2,855.52	\$18,100.00	25%	\$16,670.00
	Capital Purchases									
5631	Furniture and Fixtures	500.00	.00	500.00	.00	.00	.00	500.00	0	\$0.00
	Capital Purchases Totals	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$0.00
	EXPENSE TOTALS	\$82,775.00	\$3,557.05	\$86,332.05	\$7,633.39	\$3,651.01	\$7,633.39	\$75,047.65	13%	\$72,699.00
Department 534 - Civil Service Commission Totals		(\$82,775.00)	(\$3,557.05)	(\$86,332.05)	(\$7,633.39)	(\$3,651.01)	(\$7,633.39)	(\$75,047.65)	13%	(\$72,699.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 545 - City Auditor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	79,948.00	.00	79,948.00	6,211.36	.00	6,211.36	73,736.64	8	79,948.00
5102	Wages-Staff	130,549.00	.00	130,549.00	9,850.31	.00	9,850.31	120,698.69	8	127,750.00
5104	Wages-Part time	33,600.00	.00	33,600.00	2,545.29	.00	2,545.29	31,054.71	8	31,820.00
5105	Overtime	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
5106	Longevity	1,050.00	.00	1,050.00	.00	.00	.00	1,050.00	0	1,050.00
5109	HSA Employer Funding	16,000.00	.00	16,000.00	8,000.00	4,000.00	8,000.00	4,000.00	75	12,000.00
5151	PERS Contribution	34,601.00	.00	34,601.00	3,845.65	.00	3,845.65	30,755.35	11	33,190.00
5161	Group Insurance	65,252.00	.00	65,252.00	4,782.68	11,967.32	4,782.68	48,502.00	26	54,240.00
5166	Medicare	3,584.00	.00	3,584.00	263.40	.00	263.40	3,320.60	7	3,390.00
	Personal Services Totals	\$366,584.00	\$0.00	\$366,584.00	\$35,498.69	\$15,967.32	\$35,498.69	\$315,117.99	14%	\$343,410.00
	Supplies									
5201	Office Supplies	2,500.00	865.41	3,365.41	792.88	1,272.53	792.88	1,300.00	61	310.00
5203	Computer Supplies	3,200.00	540.92	3,740.92	374.48	1,666.44	374.48	1,700.00	55	450.00
	Supplies Totals	\$5,700.00	\$1,406.33	\$7,106.33	\$1,167.36	\$2,938.97	\$1,167.36	\$3,000.00	58%	\$770.00
	Services									
5321	Professional Training	1,350.00	79.00	1,429.00	79.00	.00	79.00	1,350.00	6	.00
5322	Conference/Reimb	3,000.00	.00	3,000.00	.00	50.00	.00	2,950.00	2	1,590.00
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5324	Professional Association Dues	1,100.00	.00	1,100.00	250.00	647.00	250.00	203.00	82	880.00
5333	Outside Professional Services	37,500.00	.00	37,500.00	2,944.00	34,556.00	2,944.00	.00	100	36,320.00
5339	Misc Contract Services	11,000.00	3,577.50	14,577.50	850.00	14,227.50	850.00	(500.00)	103	6,710.00
5362	Equipment Maintenance	700.00	.00	700.00	48.87	1,008.13	48.87	(357.00)	151	1,020.00
5391	Postage	1,800.00	.00	1,800.00	208.87	.00	208.87	1,591.13	12	1,620.00
5395	Printing/Advertising	1,000.00	.00	1,000.00	.00	75.00	.00	925.00	8	1,390.00
5399	Other Miscellaneous Services	13,500.00	.97	13,500.97	28.82	450.97	28.82	13,021.18	4	5,180.00
	Services Totals	\$71,050.00	\$3,657.47	\$74,707.47	\$4,409.56	\$51,014.60	\$4,409.56	\$19,283.31	74%	\$54,760.00
	Capital Purchases									
5639	Other Equipment	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
	Capital Purchases Totals	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%	\$0.00
	EXPENSE TOTALS	\$444,334.00	\$5,063.80	\$449,397.80	\$41,075.61	\$69,920.89	\$41,075.61	\$338,401.30	25%	\$398,950.00
Department 545 - City Auditor Totals		(\$444,334.00)	(\$5,063.80)	(\$449,397.80)	(\$41,075.61)	(\$69,920.89)	(\$41,075.61)	(\$338,401.30)	25%	(\$398,950.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 554 - City Attorney										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,803.00	.00	97,803.00	7,523.24	.00	7,523.24	90,279.76	8	97,803.00
5102	Wages-Staff	182,585.00	.00	182,585.00	15,417.20	.00	15,417.20	167,167.80	8	175,540.00
5104	Wages-Part time	82,944.00	.00	82,944.00	7,072.89	.00	7,072.89	75,871.11	9	80,300.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5109	HSA Employer Funding	18,000.00	.00	18,000.00	18,000.00	.00	18,000.00	.00	100	16,660.00
5151	PERS Contribution	50,937.00	.00	50,937.00	5,785.02	.00	5,785.02	45,151.98	11	49,170.00
5161	Group Insurance	72,670.00	.00	72,670.00	6,754.74	11,505.26	6,754.74	54,410.00	25	76,230.00
5166	Medicare	5,276.00	.00	5,276.00	421.45	.00	421.45	4,854.55	8	4,950.00
	Personal Services Totals	\$510,715.00	\$0.00	\$510,715.00	\$60,974.54	\$11,505.26	\$60,974.54	\$438,235.20	14%	\$501,190.00
	Supplies									
5201	Office Supplies	1,500.00	131.66	1,631.66	195.65	551.01	195.65	885.00	46	1,440.00
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	400.00
5205	Small Tools/Minor Equipment	500.00	450.87	950.87	.00	450.87	.00	500.00	47	500.00
	Supplies Totals	\$2,400.00	\$582.53	\$2,982.53	\$195.65	\$1,001.88	\$195.65	\$1,785.00	40%	\$1,440.00
	Services									
5321	Professional Training	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	1,620.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5323	Publications	5,750.00	814.17	6,564.17	814.17	2,538.69	814.17	3,211.31	51	5,440.00
5324	Professional Association Dues	1,500.00	.00	1,500.00	1,015.00	910.00	1,015.00	(425.00)	128	1,220.00
5332	Legal Services	40,000.00	1,126.15	41,126.15	60.00	1,126.15	60.00	39,940.00	3	34,010.00
5333	Outside Professional Services	14,500.00	833.34	15,333.34	10,333.34	20,000.04	10,333.34	(15,000.04)	198	13,660.00
5337	Public Defender	5,000.00	670.80	5,670.80	1,164.60	2,506.20	1,164.60	2,000.00	65	2,790.00
5339	Misc Contract Services	1,600.00	.00	1,600.00	900.00	600.00	900.00	100.00	94	1,500.00
5341	Court Costs and Fees	300.00	.00	300.00	.00	.00	.00	300.00	0	300.00
5366	Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5391	Postage	500.00	.00	500.00	33.53	.00	33.53	466.47	7	450.00
5399	Other Miscellaneous Services	2,500.00	.00	2,500.00	.00	1,250.00	.00	1,250.00	50	2,020.00
	Services Totals	\$74,650.00	\$3,444.46	\$78,094.46	\$14,320.64	\$28,931.08	\$14,320.64	\$34,842.74	55%	\$62,740.00
	EXPENSE TOTALS	\$587,765.00	\$4,026.99	\$591,791.99	\$75,490.83	\$41,438.22	\$75,490.83	\$474,862.94	20%	\$565,380.00
Department 554 - City Attorney Totals		(\$587,765.00)	(\$4,026.99)	(\$591,791.99)	(\$75,490.83)	(\$41,438.22)	(\$75,490.83)	(\$474,862.94)	20%	(\$565,380.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10:45:26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 571 - City Council										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	60,902.00	.00	60,902.00	5,074.59	.00	5,074.59	55,827.41	8	60,891.00
5102	Wages-Staff	83,479.00	.00	83,479.00	6,360.34	.00	6,360.34	77,118.66	8	81,680.00
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	19,988.00	.00	19,988.00	2,032.88	.00	2,032.88	17,955.12	10	19,891.00
5161	Group Insurance	26,360.00	.00	26,360.00	2,258.89	4,406.11	2,258.89	19,695.00	25	26,330.00
5166	Medicare	2,070.00	.00	2,070.00	159.27	.00	159.27	1,910.73	8	1,990.00
<i>Personal Services Totals</i>		\$198,799.00	\$0.00	\$198,799.00	\$21,885.97	\$4,406.11	\$21,885.97	\$172,506.92	13%	\$196,801.00
<i>Supplies</i>										
5201	Office Supplies	1,200.00	18.59	1,218.59	200.10	518.59	200.10	499.90	59	480.00
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	0.00
<i>Supplies Totals</i>		\$1,700.00	\$18.59	\$1,718.59	\$200.10	\$518.59	\$200.10	\$999.90	42%	\$480.00
<i>Services</i>										
5321	Professional Training	600.00	.00	600.00	397.00	.00	397.00	203.00	66	0.00
5322	Conference/Reimb	700.00	.00	700.00	275.00	.00	275.00	425.00	39	690.00
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	0.00
5324	Professional Association Dues	400.00	.00	400.00	.00	.00	.00	400.00	0	390.00
5339	Misc Contract Services	31,000.00	126.75	31,126.75	11,742.15	3,830.00	11,742.15	15,554.60	50	19,290.00
5391	Postage	300.00	.00	300.00	9.72	.00	9.72	290.28	3	130.00
5395	Printing/Advertising	8,000.00	1,899.85	9,899.85	467.88	3,931.97	467.88	5,500.00	44	5,080.00
5399	Other Miscellaneous Services	6,000.00	.00	6,000.00	.00	135.20	.00	5,864.80	2	160.00
<i>Services Totals</i>		\$47,100.00	\$2,026.60	\$49,126.60	\$12,891.75	\$7,897.17	\$12,891.75	\$28,337.68	42%	\$25,760.00
EXPENSE TOTALS		\$247,599.00	\$2,045.19	\$249,644.19	\$34,977.82	\$12,821.87	\$34,977.82	\$201,844.50	19%	\$223,051.00
Department 571 - City Council Totals		(\$247,599.00)	(\$2,045.19)	(\$249,644.19)	(\$34,977.82)	(\$12,821.87)	(\$34,977.82)	(\$201,844.50)	19%	(\$223,051.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10:45:26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 580 - Development Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	81,834.00	.00	81,834.00	6,174.00	.00	6,174.00	75,660.00	8	78,510.00
5102	Wages-Staff	83,002.00	.00	83,002.00	6,279.80	.00	6,279.80	76,722.20	8	80,060.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	8,000.00	.00	8,000.00	.00	100	8,000.00
5151	PERS Contribution	23,077.00	.00	23,077.00	2,567.49	.00	2,567.49	20,509.51	11	22,080.00
5161	Group Insurance	31,896.00	.00	31,896.00	3,033.01	5,191.99	3,033.01	23,671.00	26	34,090.00
5166	Medicare	2,390.00	.00	2,390.00	176.17	.00	176.17	2,213.83	7	2,230.00
	Personal Services Totals	\$230,199.00	\$0.00	\$230,199.00	\$26,230.47	\$5,191.99	\$26,230.47	\$198,776.54	14%	\$224,990.00
	Supplies									
5201	Office Supplies	1,500.00	300.00	1,800.00	299.14	1,500.86	299.14	.00	100	730.00
5203	Computer Supplies	1,000.00	500.00	1,500.00	116.19	883.81	116.19	500.00	67	730.00
	Supplies Totals	\$2,500.00	\$800.00	\$3,300.00	\$415.33	\$2,384.67	\$415.33	\$500.00	85%	\$730.00
	Services									
5301	Boards/Commissions	2,500.00	.00	2,500.00	.00	100.00	.00	2,400.00	4	400.00
5311	Utilities	1,750.00	.00	1,750.00	.00	1,750.00	.00	.00	100	1,260.00
5321	Professional Training	5,000.00	.00	5,000.00	25.00	675.00	25.00	4,300.00	14	330.00
5322	Conference/Reimb	5,000.00	15.00	5,015.00	15.00	2,785.00	15.00	2,215.00	56	4,660.00
5323	Publications	150.00	.00	150.00	.00	100.00	.00	50.00	67	210.00
5324	Professional Association Dues	2,500.00	.00	2,500.00	.00	2,520.00	.00	(20.00)	101	2,280.00
5339	Misc Contract Services	50,000.00	639.00	50,639.00	282.60	13,356.40	282.60	37,000.00	27	15,250.00
5391	Postage	500.00	.00	500.00	25.56	.00	25.56	474.44	5	490.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	310.00
	Services Totals	\$68,400.00	\$654.00	\$69,054.00	\$348.16	\$21,286.40	\$348.16	\$47,419.44	31%	\$25,240.00
	EXPENSE TOTALS	\$301,099.00	\$1,454.00	\$302,553.00	\$26,993.96	\$28,863.06	\$26,993.96	\$246,695.98	18%	\$250,960.00
Department 580 - Development Department Totals		(\$301,099.00)	(\$1,454.00)	(\$302,553.00)	(\$26,993.96)	(\$28,863.06)	(\$26,993.96)	(\$246,695.98)	18%	(\$250,960.00)



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 582 - Human Resources Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	77,897.00	.00	77,897.00	4,877.74	.00	4,877.74	73,019.26	6	62,360
5106	Longevity	450.00	.00	450.00	.00	.00	.00	450.00	0	
5109	HSA Employer Funding	2,000.00	.00	2,000.00	1,660.00	.00	1,660.00	340.00	83	1,500
5151	PERS Contribution	10,969.00	.00	10,969.00	1,004.25	.00	1,004.25	9,964.75	9	8,680
5161	Group Insurance	7,334.00	.00	7,334.00	771.33	1,163.67	771.33	5,399.00	26	5,810
5166	Medicare	1,136.00	.00	1,136.00	69.47	.00	69.47	1,066.53	6	880
	Personal Services Totals	\$99,786.00	\$0.00	\$99,786.00	\$8,382.79	\$1,163.67	\$8,382.79	\$90,239.54	10%	\$79,250
	Supplies									
5201	Office Supplies	800.00	48.91	848.91	48.91	350.00	48.91	450.00	47	510
5203	Computer Supplies	500.00	67.44	567.44	.00	367.44	.00	200.00	65	230
5208	OSHA Supplies	11,000.00	1,349.27	12,349.27	1,572.07	5,527.20	1,572.07	5,250.00	57	8,930
	Supplies Totals	\$12,300.00	\$1,465.62	\$13,765.62	\$1,620.98	\$6,244.64	\$1,620.98	\$5,900.00	57%	\$9,680
	Services									
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	
5322	Conference/Reimb	300.00	.00	300.00	.00	125.00	.00	175.00	42	150
5323	Publications	200.00	.00	200.00	339.60	.00	339.60	(139.60)	170	310
5324	Professional Association Dues	450.00	.00	450.00	199.00	200.00	199.00	51.00	89	390
5336	Medical Services/Physical Exams	3,000.00	408.66	3,408.66	172.16	1,936.50	172.16	1,300.00	62	1,460
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	1,600.00	.00	3,400.00	32	1,390
5391	Postage	200.00	.00	200.00	6.92	.00	6.92	193.08	3	150
5399	Other Miscellaneous Services	13,000.00	460.95	13,460.95	4,373.92	2,000.00	4,373.92	7,087.03	47	13,690
	Services Totals	\$22,650.00	\$869.61	\$23,519.61	\$5,091.60	\$5,861.50	\$5,091.60	\$12,566.51	47%	\$17,570
	EXPENSE TOTALS	\$134,736.00	\$2,335.23	\$137,071.23	\$15,095.37	\$13,269.81	\$15,095.37	\$108,706.05	21%	\$106,500
Department 582 - Human Resources Department Totals		(\$134,736.00)	(\$2,335.23)	(\$137,071.23)	(\$15,095.37)	(\$13,269.81)	(\$15,095.37)	(\$108,706.05)	21%	(\$106,500)

Attachment: January, 2017 Departmental Budget 03_01_2017 10:45:26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 584 - Computer Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	.00	.00	.00	.00	.00	.00	.00	+++	62,811
5102	Wages-Staff	63,076.00	.00	63,076.00	4,804.00	.00	4,804.00	58,272.00	8	61,704
5105	Overtime	.00	.00	.00	270.22	.00	270.22	(270.22)	+++	5,131
5109	HSA Employer Funding	4,000.00	2,941.40	6,941.40	1,030.21	5,911.19	1,030.21	.00	100	5,201
5151	PERS Contribution	9,531.00	.00	9,531.00	1,117.37	.00	1,117.37	8,413.63	12	17,871
5161	Group Insurance	16,412.00	.00	16,412.00	1,518.88	3,131.12	1,518.88	11,762.00	28	32,371
5166	Medicare	987.00	.00	987.00	71.46	.00	71.46	915.54	7	1,821
	Personal Services Totals	\$94,006.00	\$2,941.40	\$96,947.40	\$8,812.14	\$9,042.31	\$8,812.14	\$79,092.95	18%	\$186,921
	Supplies									
5201	Office Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	331
5203	Computer Supplies	2,000.00	607.01	2,607.01	.00	2,407.01	.00	200.00	92	991
	Supplies Totals	\$2,500.00	\$607.01	\$3,107.01	\$0.00	\$2,407.01	\$0.00	\$700.00	77%	\$1,321
	Services									
5311	Utilities	3,500.00	2,069.46	5,569.46	.00	2,789.46	.00	2,780.00	50	1,331
5321	Professional Training	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	4,121
5339	Misc Contract Services	87,000.00	17,295.53	104,295.53	18,900.00	104,135.90	18,900.00	(18,740.37)	118	52,151
5366	Computer Maintenance	164,100.00	14,957.92	179,057.92	40,277.57	73,657.47	40,277.57	65,122.88	64	127,411
5399	Other Miscellaneous Services	.00	268.50	268.50	.00	268.50	.00	.00	100	1,731
	Services Totals	\$259,600.00	\$34,591.41	\$294,191.41	\$59,177.57	\$180,851.33	\$59,177.57	\$54,162.51	82%	\$186,751
	Capital Purchases									
5631	Furniture and Fixtures	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	23,001
5639	Other Equipment	82,500.00	104.00	82,604.00	.00	104.00	.00	82,500.00	0	17,691
	Capital Purchases Totals	\$86,000.00	\$104.00	\$86,104.00	\$0.00	\$104.00	\$0.00	\$86,000.00	0%	\$40,691
	EXPENSE TOTALS	\$442,106.00	\$38,243.82	\$480,349.82	\$67,989.71	\$192,404.65	\$67,989.71	\$219,955.46	54%	\$415,701
Department 584 - Computer Department Totals		(\$442,106.00)	(\$38,243.82)	(\$480,349.82)	(\$67,989.71)	(\$192,404.65)	(\$67,989.71)	(\$219,955.46)	54%	(\$415,701)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 593 - Clerk of Courts										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	67,421.00	.00	67,421.00	4,945.00	.00	4,945.00	62,476.00	7	63,750.00
5102	Wages-Staff	75,356.00	.00	75,356.00	5,558.09	.00	5,558.09	69,797.91	7	71,341.00
5104	Wages-Part time	22,277.00	.00	22,277.00	1,787.70	.00	1,787.70	20,489.30	8	18,330.00
5106	Longevity	450.00	.00	450.00	.00	.00	.00	450.00	0	450.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	8,000.00	.00	8,000.00	.00	100	5,330.00
5151	PERS Contribution	23,171.00	.00	23,171.00	2,531.64	.00	2,531.64	20,639.36	11	20,770.00
5161	Group Insurance	34,462.00	.00	34,462.00	2,947.88	5,593.44	2,947.88	25,920.68	25	26,720.00
5166	Medicare	2,400.00	.00	2,400.00	171.27	.00	171.27	2,228.73	7	2,180.00
	Personal Services Totals	\$233,537.00	\$0.00	\$233,537.00	\$25,941.58	\$5,593.44	\$25,941.58	\$202,001.98	14%	\$208,900.00
	Supplies									
5201	Office Supplies	4,500.00	3.11	4,503.11	.00	2,503.11	.00	2,000.00	56	2,490.00
	Supplies Totals	\$4,500.00	\$3.11	\$4,503.11	\$0.00	\$2,503.11	\$0.00	\$2,000.00	56%	\$2,490.00
	Services									
5321	Professional Training	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	
5323	Publications	450.00	195.36	645.36	195.36	450.00	195.36	.00	100	230.00
5324	Professional Association Dues	350.00	.00	350.00	.00	.00	.00	350.00	0	
5332	Legal Services	56,000.00	9,000.00	65,000.00	9,000.00	52,000.00	9,000.00	4,000.00	94	51,500.00
5339	Misc Contract Services	1,000.00	577.50	1,577.50	34.00	1,543.50	34.00	.00	100	520.00
5344	Witness Fees	250.00	.00	250.00	.00	.00	.00	250.00	0	90.00
5362	Equipment Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5377	Municipal Court	25,000.00	.00	25,000.00	.00	25,000.00	.00	.00	100	8,590.00
5391	Postage	1,700.00	.00	1,700.00	86.61	.00	86.61	1,613.39	5	1,180.00
5393	L.E.A.D.S Terminal	600.00	.00	600.00	.00	600.00	.00	.00	100	600.00
5399	Other Miscellaneous Services	2,400.00	45.00	2,445.00	45.00	2,400.00	45.00	.00	100	800.00
	Services Totals	\$90,500.00	\$9,817.86	\$100,317.86	\$9,360.97	\$81,993.50	\$9,360.97	\$8,963.39	91%	\$63,530.00
	EXPENSE TOTALS	\$328,537.00	\$9,820.97	\$338,357.97	\$35,302.55	\$90,090.05	\$35,302.55	\$212,965.37	37%	\$274,930.00
Department 593 - Clerk of Courts Totals		(\$328,537.00)	(\$9,820.97)	(\$338,357.97)	(\$35,302.55)	(\$90,090.05)	(\$35,302.55)	(\$212,965.37)	37%	(\$274,930.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 595 - General and Administrative										
	EXPENSE									
	Personal Services									
5164	Workers Compensation	281,036.00	.00	281,036.00	(4,742.16)	212,257.90	(4,742.16)	73,520.26	74	149,801.00
5165	Unemployment Compensation	25,000.00	4,534.00	29,534.00	2,794.00	15,494.46	2,794.00	11,245.54	62	19,411.00
	Personal Services Totals	\$306,036.00	\$4,534.00	\$310,570.00	(\$1,948.16)	\$227,752.36	(\$1,948.16)	\$84,765.80	73%	\$169,212.00
	Supplies									
5202	Photo Copy Supplies	3,500.00	.00	3,500.00	370.84	3,000.00	370.84	129.16	96	2,141.00
	Supplies Totals	\$3,500.00	\$0.00	\$3,500.00	\$370.84	\$3,000.00	\$370.84	\$129.16	96%	\$2,141.00
	Services									
5301	Boards/Commissions	14,000.00	917.20	14,917.20	666.80	4,250.40	666.80	10,000.00	33	8,331.00
5311	Utilities	175,000.00	6,039.37	181,039.37	11,424.89	167,562.88	11,424.89	2,051.60	99	138,711.00
5324	Professional Association Dues	24,000.00	.00	24,000.00	5,251.07	15,089.93	5,251.07	3,659.00	85	22,971.00
5351	Liability Insurance Deductible	185,000.00	.00	185,000.00	.00	117,199.50	.00	67,800.50	63	112,191.00
5352	Motor Vehicle Insurance	50,000.00	.00	50,000.00	.00	30,847.00	.00	19,153.00	62	28,921.00
5353	Employee Fidelity Bond	2,000.00	.00	2,000.00	.00	1,800.00	.00	200.00	90	1,171.00
5361	Building Repair/Maintenance	110,000.00	14,285.87	124,285.87	1,480.00	20,785.87	1,480.00	102,020.00	18	63,381.00
5362	Equipment Maintenance	2,500.00	.00	2,500.00	.00	2,000.00	.00	500.00	80	101.00
5371	Election Expense	60,000.00	.00	60,000.00	.00	.00	.00	60,000.00	0	55,471.00
5372	Delinquent Tax Advertising	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	561.00
5373	Auditor/Treasurer Fees	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	3,921.00
5391	Postage	8,500.00	632.68	9,132.68	(802.49)	3,132.68	(802.49)	6,802.49	26	5,311.00
5394	Taxes/Assessments-City Property	16,000.00	.00	16,000.00	2,032.66	13,967.34	2,032.66	.00	100	1,971.00
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	.00	600.00	.00	9,400.00	6	8,701.00
	Services Totals	\$666,000.00	\$21,875.12	\$687,875.12	\$20,052.93	\$377,235.60	\$20,052.93	\$290,586.59	58%	\$451,761.00
	Capital Purchases									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	23,251.00
5639	Other Equipment	13,000.00	.00	13,000.00	997.74	12,002.26	997.74	.00	100	14,401.00
	Capital Purchases Totals	\$13,000.00	\$0.00	\$13,000.00	\$997.74	\$12,002.26	\$997.74	\$0.00	100%	\$37,661.00
	EXPENSE TOTALS	\$988,536.00	\$26,409.12	\$1,014,945.12	\$19,473.35	\$619,990.22	\$19,473.35	\$375,481.55	63%	\$660,791.00
Department 595 - General and Administrative Totals		(\$988,536.00)	(\$26,409.12)	(\$1,014,945.12)	(\$19,473.35)	(\$619,990.22)	(\$19,473.35)	(\$375,481.55)	63%	(\$660,791.00)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 810 - Public Health and Welfare										
	EXPENSE									
	Services									
5376	County Health Services	285,500.00	.00	285,500.00	.00	.00	.00	285,500.00	0	271,288
	Services Totals	\$285,500.00	\$0.00	\$285,500.00	\$0.00	\$0.00	\$0.00	\$285,500.00	0%	\$271,288
	EXPENSE TOTALS	\$285,500.00	\$0.00	\$285,500.00	\$0.00	\$0.00	\$0.00	\$285,500.00	0%	\$271,288
Department 810 - Public Health and Welfare Totals		(\$285,500.00)	\$0.00	(\$285,500.00)	\$0.00	\$0.00	\$0.00	(\$285,500.00)	0%	(\$271,288)
Fund 110 - General Fund Totals		\$16,658,617.00	\$398,368.36	\$17,056,985.36	\$1,652,628.79	\$2,424,749.49	\$1,652,628.79	\$12,979,607.08		\$15,819,708

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January, 2017 Departmental Budget

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Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 220 - Income Tax Fund										
Department 564 - Income Tax Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	61,348.00	.00	61,348.00	4,628.70	.00	4,628.70	56,719.30	8	58,851
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	600
5109	HSA Employer Funding	2,000.00	.00	2,000.00	2,000.00	.00	2,000.00	.00	100	2,000
5151	PERS Contribution	8,673.00	.00	8,673.00	952.98	.00	952.98	7,720.02	11	8,281
5161	Group Insurance	7,214.00	.00	7,214.00	750.66	1,239.34	750.66	5,224.00	28	7,621
5164	Workers Compensation	2,078.00	.00	2,078.00	.00	2,078.11	.00	(.11)	100	1,681
	Personal Services Totals	\$81,913.00	\$0.00	\$81,913.00	\$8,332.34	\$3,317.45	\$8,332.34	\$70,263.21	14%	\$79,051
	Supplies									
5201	Office Supplies	250.00	162.84	412.84	138.69	274.15	138.69	.00	100	81
5203	Computer Supplies	350.00	201.30	551.30	51.71	499.59	51.71	.00	100	141
	Supplies Totals	\$600.00	\$364.14	\$964.14	\$190.40	\$773.74	\$190.40	\$0.00	100%	\$231
	Services									
5322	Conference/Reimb	700.00	.00	700.00	29.96	295.04	29.96	375.00	46	411
5323	Publications	200.00	.00	200.00	.00	200.00	.00	.00	100	141
5324	Professional Association Dues	25.00	.00	25.00	25.00	.00	25.00	.00	100	21
5339	Misc Contract Services	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	58,561
5353	Employee Fidelity Bond	75.00	.00	75.00	.00	75.00	.00	.00	100	71
5362	Equipment Maintenance	300.00	.00	300.00	16.29	187.71	16.29	96.00	68	191
5373	Auditor/Treasurer Fees	600.00	.00	600.00	.00	.00	.00	600.00	0	191
5379	Other Governmental Billings	7,500.00	.00	7,500.00	531.78	.00	531.78	6,968.22	7	6,621
5391	Postage	1,000.00	.00	1,000.00	13.50	.00	13.50	986.50	1	121
	Services Totals	\$20,400.00	\$0.00	\$20,400.00	\$616.53	\$757.75	\$616.53	\$19,025.72	7%	\$66,351
	Transfers/Other									
5519	Miscellaneous Costs	6,000.00	.00	6,000.00	(25.53)	.00	(25.53)	6,025.53	0	2,831
5529	Miscellaneous Distributions	345,000.00	.00	345,000.00	30,563.32	.00	30,563.32	314,436.68	9	222,871
5530	Enterprise Zone Payment	650,000.00	.00	650,000.00	(297.64)	162,500.00	(297.64)	487,797.64	25	
	Transfers/Other Totals	\$1,001,000.00	\$0.00	\$1,001,000.00	\$30,240.15	\$162,500.00	\$30,240.15	\$808,259.85	19%	\$225,711
	EXPENSE TOTALS	\$1,103,913.00	\$364.14	\$1,104,277.14	\$39,379.42	\$167,348.94	\$39,379.42	\$897,548.78	19%	\$371,351
Department 564 - Income Tax Division Totals		(\$1,103,913.00)	(\$364.14)	(\$1,104,277.14)	(\$39,379.42)	(\$167,348.94)	(\$39,379.42)	(\$897,548.78)	19%	(\$371,351)
Fund 220 - Income Tax Fund Totals		\$1,103,913.00	\$364.14	\$1,104,277.14	\$39,379.42	\$167,348.94	\$39,379.42	\$897,548.78		\$371,351



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	66,194.00	.00	66,194.00	4,993.92	.00	4,993.92	61,200.08	8	63,500.00
5102	Wages-Staff	290,355.00	.00	290,355.00	23,878.83	.00	23,878.83	266,476.17	8	279,950.00
5105	Overtime	28,000.00	.00	28,000.00	1,707.74	.00	1,707.74	26,292.26	6	10,060.00
5106	Longevity	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,450.00
5109	HSA Employer Funding	26,000.00	.00	26,000.00	26,000.00	.00	26,000.00	.00	100	24,750.00
5151	PERS Contribution	54,187.00	.00	54,187.00	5,844.91	.00	5,844.91	48,342.09	11	49,080.00
5161	Group Insurance	103,997.00	.00	103,997.00	9,724.65	16,600.35	9,724.65	77,672.00	25	104,850.00
5164	Workers Compensation	12,981.00	.00	12,981.00	.00	12,980.62	.00	.38	100	8,400.00
5166	Medicare	5,420.00	.00	5,420.00	427.02	.00	427.02	4,992.98	8	4,940.00
	Personal Services Totals	\$589,634.00	\$0.00	\$589,634.00	\$72,577.07	\$29,580.97	\$72,577.07	\$487,475.96	17%	\$548,000.00
	Supplies									
5201	Office Supplies	2,000.00	404.13	2,404.13	49.16	1,154.97	49.16	1,200.00	50	1,100.00
5203	Computer Supplies	2,500.00	372.67	2,872.67	204.07	1,368.60	204.07	1,300.00	55	1,070.00
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	600.00	.00	900.00	40	350.00
5213	Repair and Maintenance Supplies	500.00	.00	500.00	.00	200.00	.00	300.00	40	
5241	Uniforms-Purchased	2,000.00	.00	2,000.00	.00	1,500.00	.00	500.00	75	1,170.00
5251	MV Gas and Oil	45,000.00	3,129.42	48,129.42	.00	23,129.42	.00	25,000.00	48	19,630.00
5252	Aggregates	20,000.00	.00	20,000.00	.00	6,500.00	.00	13,500.00	32	13,710.00
5253	Ice Control	140,000.00	23,031.56	163,031.56	.00	142,000.00	.00	21,031.56	87	37,960.00
5259	Operating Materials and Supplies	90,000.00	4,594.36	94,594.36	5,023.81	38,098.51	5,023.81	51,472.04	46	89,810.00
	Supplies Totals	\$303,500.00	\$31,532.14	\$335,032.14	\$5,277.04	\$214,551.50	\$5,277.04	\$115,203.60	66%	\$164,840.00
	Services									
5311	Utilities	19,000.00	5,762.39	24,762.39	1,762.25	25,258.36	1,762.25	(2,258.22)	109	9,390.00
5313	Traffic Light Current	12,000.00	433.49	12,433.49	433.49	7,153.90	433.49	4,846.10	61	3,710.00
5321	Professional Training	500.00	.00	500.00	.00	190.00	.00	310.00	38	230.00
5322	Conference/Reimb	200.00	.00	200.00	.00	.00	.00	200.00	0	100.00
5324	Professional Association Dues	50.00	.00	50.00	.00	60.00	.00	(10.00)	120	170.00
5331	Engineering/Architecture	14,000.00	3,000.00	17,000.00	.00	10,000.00	.00	7,000.00	59	
5339	Misc Contract Services	34,500.00	1,441.17	35,941.17	127.90	12,367.67	127.90	23,445.60	35	32,530.00
5351	Liability Insurance Deductible	8,600.00	.00	8,600.00	.00	8,600.00	.00	.00	100	8,450.00
5352	Motor Vehicle Insurance	9,600.00	.00	9,600.00	.00	9,600.00	.00	.00	100	9,370.00
5361	Building Repair/Maintenance	10,000.00	391.26	10,391.26	.00	7,437.62	.00	2,953.64	72	3,180.00
5365	Utility Line Repair/Maintenance	20,000.00	14,652.63	34,652.63	.00	30,862.67	.00	3,789.96	89	16,510.00
5391	Postage	100.00	.00	100.00	.00	.00	.00	100.00	0	0.00
5397	Uniform Rental	2,000.00	86.04	2,086.04	86.04	1,400.00	86.04	600.00	71	1,150.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	500.00	.00	500.00	50	440.00
	Services Totals	\$131,550.00	\$25,766.98	\$157,316.98	\$2,409.68	\$113,430.22	\$2,409.68	\$41,477.08	74%	\$85,190.00

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Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	260 - Street Fund									
Department	268 - Street Department									
	EXPENSE									
	<i>Capital Purchases</i>									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	192,491
5633	Machinery and Equipment	.00	.00	.00	.00	.00	.00	.00	+++	24,041
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	9,991
	<i>Capital Purchases Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$226,531
	EXPENSE TOTALS	\$1,024,684.00	\$57,299.12	\$1,081,983.12	\$80,263.79	\$357,562.69	\$80,263.79	\$644,156.64	40%	\$1,024,581
Department	268 - Street Department Totals	(\$1,024,684.00)	(\$57,299.12)	(\$1,081,983.12)	(\$80,263.79)	(\$357,562.69)	(\$80,263.79)	(\$644,156.64)	40%	(\$1,024,581)
Fund	260 - Street Fund Totals	\$1,024,684.00	\$57,299.12	\$1,081,983.12	\$80,263.79	\$357,562.69	\$80,263.79	\$644,156.64		\$1,024,581

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Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 270 - State Highway Fund										
Department 268 - Street Department										
	EXPENSE									
	Supplies									
5253	Ice Control	60,000.00	.00	60,000.00	.00	50,000.00	.00	10,000.00	83	50,000.00
5259	Operating Materials and Supplies	10,000.00	.00	10,000.00	.00	7,000.00	.00	3,000.00	70	9,350.00
	Supplies Totals	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$57,000.00	\$0.00	\$13,000.00	81%	\$59,350.00
	Services									
5313	Traffic Light Current	12,000.00	490.38	12,490.38	490.38	7,998.92	490.38	4,001.08	68	4,360.00
5339	Misc Contract Services	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	1,400.00
5365	Utility Line Repair/Maintenance	9,000.00	.00	9,000.00	.00	7,000.00	.00	2,000.00	78	12,580.00
	Services Totals	\$24,000.00	\$490.38	\$24,490.38	\$490.38	\$16,498.92	\$490.38	\$7,501.08	69%	\$17,090.00
	Capital Purchases									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	64,160.00
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$64,160.00
	EXPENSE TOTALS	\$94,000.00	\$490.38	\$94,490.38	\$490.38	\$73,498.92	\$490.38	\$20,501.08	78%	\$140,610.00
Department 268 - Street Department Totals		(\$94,000.00)	(\$490.38)	(\$94,490.38)	(\$490.38)	(\$73,498.92)	(\$490.38)	(\$20,501.08)	78%	(\$140,610.00)
Fund 270 - State Highway Fund Totals		\$94,000.00	\$490.38	\$94,490.38	\$490.38	\$73,498.92	\$490.38	\$20,501.08		\$140,610.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 290 - Law Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	212,267.50	212,267.50	118,890.00	93,377.50	118,890.00	.00	100	23,746
5921	Immobilization Expenses	.00	.00	.00	.00	.00	.00	.00	+++	(175)
	Transfers/Other Totals	\$0.00	\$212,267.50	\$212,267.50	\$118,890.00	\$93,377.50	\$118,890.00	\$0.00	100%	\$23,566
	EXPENSE TOTALS	\$0.00	\$212,267.50	\$212,267.50	\$118,890.00	\$93,377.50	\$118,890.00	\$0.00	100%	\$23,566
	Department 111 - Police Division Totals	\$0.00	(\$212,267.50)	(\$212,267.50)	(\$118,890.00)	(\$93,377.50)	(\$118,890.00)	\$0.00	100%	(\$23,566)
	Fund 290 - Law Enforcement Fund Totals	\$0.00	\$212,267.50	\$212,267.50	\$118,890.00	\$93,377.50	\$118,890.00	\$0.00		\$23,566

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

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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 294 - Federal Forfeiture Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	17,682.06	17,682.06	17,682.06	.00	17,682.06	.00	100	17,682.06
	Transfers/Other Totals	\$0.00	\$17,682.06	\$17,682.06	\$17,682.06	\$0.00	\$17,682.06	\$0.00	100%	\$17,682.06
	EXPENSE TOTALS	\$0.00	\$17,682.06	\$17,682.06	\$17,682.06	\$0.00	\$17,682.06	\$0.00	100%	\$17,682.06
	Department 111 - Police Division Totals	\$0.00	(\$17,682.06)	(\$17,682.06)	(\$17,682.06)	\$0.00	(\$17,682.06)	\$0.00	100%	(\$17,682.06)
	Fund 294 - Federal Forfeiture Fund Totals	\$0.00	\$17,682.06	\$17,682.06	\$17,682.06	\$0.00	\$17,682.06	\$0.00		\$17,682.06

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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 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	33,997.00	.00	33,997.00	2,566.21	.00	2,566.21	31,430.79	8	32,641.00
5102	Wages-Staff	240,570.00	.00	240,570.00	18,363.21	.00	18,363.21	222,206.79	8	216,260.00
5105	Overtime	15,400.00	.00	15,400.00	2,659.32	.00	2,659.32	12,740.68	17	19,650.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	500.00
5109	HSA Employer Funding	14,000.00	.00	14,000.00	14,000.00	.00	14,000.00	.00	100	14,000.00
5151	PERS Contribution	40,665.00	.00	40,665.00	4,558.61	.00	4,558.61	36,106.39	11	34,800.00
5161	Group Insurance	55,274.00	.00	55,274.00	5,080.30	10,299.70	5,080.30	39,894.00	28	59,590.00
5164	Workers Compensation	9,742.00	.00	9,742.00	.00	9,741.80	.00	.20	100	3,360.00
5166	Medicare	3,460.00	.00	3,460.00	330.13	.00	330.13	3,129.87	10	4,090.00
	Personal Services Totals	\$413,608.00	\$0.00	\$413,608.00	\$47,557.78	\$20,041.50	\$47,557.78	\$346,008.72	16%	\$384,920.00
	Supplies									
5201	Office Supplies	5,500.00	.00	5,500.00	239.31	600.00	239.31	4,660.69	15	3,170.00
5203	Computer Supplies	800.00	200.03	1,000.03	.00	700.03	.00	300.00	70	610.00
5213	Repair and Maintenance Supplies	10,000.00	.00	10,000.00	363.77	2,836.23	363.77	6,800.00	32	2,320.00
5241	Uniforms-Purchased	900.00	144.99	1,044.99	144.99	.00	144.99	900.00	14	680.00
5251	MV Gas and Oil	12,000.00	.00	12,000.00	.00	5,000.00	.00	7,000.00	42	5,400.00
5252	Aggregates	30,000.00	2,806.19	32,806.19	3,603.42	9,702.77	3,603.42	19,500.00	41	23,130.00
5259	Operating Materials and Supplies	30,000.00	3,482.02	33,482.02	8,344.20	20,337.82	8,344.20	4,800.00	86	34,490.00
5263	Meters-Resale	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	
	Supplies Totals	\$109,200.00	\$6,633.23	\$115,833.23	\$12,695.69	\$39,176.85	\$12,695.69	\$63,960.69	45%	\$69,820.00
	Services									
5311	Utilities	9,500.00	231.83	9,731.83	268.83	9,209.98	268.83	253.02	97	5,610.00
5321	Professional Training	1,000.00	.00	1,000.00	.00	430.00	.00	570.00	43	430.00
5322	Conference/Reimb	500.00	.00	500.00	.00	.00	.00	500.00	0	300.00
5323	Publications	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	340.00	.00	340.00	.00	75.00	.00	265.00	22	150.00
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	1,601.18	16,601.18	.00	6,601.18	.00	10,000.00	40	9,510.00
5339	Misc Contract Services	39,000.00	1,441.17	40,441.17	864.80	13,955.77	864.80	25,620.60	37	21,140.00
5351	Liability Insurance Deductible	4,000.00	.00	4,000.00	.00	4,000.00	.00	.00	100	3,930.00
5352	Motor Vehicle Insurance	2,500.00	.00	2,500.00	.00	2,500.00	.00	.00	100	2,340.00
5361	Building Repair/Maintenance	8,000.00	198.67	8,198.67	198.67	471.53	198.67	7,528.47	8	5,520.00
5362	Equipment Maintenance	3,900.00	.00	3,900.00	396.35	1,263.12	396.35	2,240.53	43	4,610.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	9,060.00
5365	Utility Line Repair/Maintenance	34,000.00	.00	34,000.00	6,080.00	27,270.00	6,080.00	650.00	98	43,800.00
5366	Computer Maintenance	12,500.00	.00	12,500.00	590.00	11,623.00	590.00	287.00	98	11,850.00



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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 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Services									
5378	Columbus Contract	4,840,480.00	.00	4,840,480.00	1,076,801.25	.00	1,076,801.25	3,763,678.75	22	4,429,777.00
5379	Other Governmental Billings	13,500.00	.00	13,500.00	.00	.00	.00	13,500.00	0	13,460.00
5391	Postage	15,500.00	.00	15,500.00	2,561.02	.00	2,561.02	12,938.98	17	5,511.00
5397	Uniform Rental	1,600.00	54.56	1,654.56	54.56	1,100.00	54.56	500.00	70	734.00
5399	Other Miscellaneous Services	170,000.00	.00	170,000.00	1,410.07	15,500.48	1,410.07	153,089.45	10	169,321.00
	Services Totals	\$5,179,020.00	\$3,527.41	\$5,182,547.41	\$1,089,225.55	\$94,000.06	\$1,089,225.55	\$3,999,321.80	23%	\$4,736,841.00
	Capital Purchases									
5631	Furniture and Fixtures	400.00	.00	400.00	.00	.00	.00	400.00	0	330.00
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	46,260.00
5633	Machinery and Equipment	9,000.00	.00	9,000.00	.00	242.50	.00	8,757.50	3	6,140.00
5639	Other Equipment	100,000.00	.00	100,000.00	.00	60,000.00	.00	40,000.00	60	75,220.00
	Capital Purchases Totals	\$109,400.00	\$0.00	\$109,400.00	\$0.00	\$60,242.50	\$0.00	\$49,157.50	55%	\$127,960.00
	EXPENSE TOTALS	\$5,811,228.00	\$10,160.64	\$5,821,388.64	\$1,149,479.02	\$213,460.91	\$1,149,479.02	\$4,458,448.71	23%	\$5,319,551.00
Department 735 - Water Division Totals		(\$5,811,228.00)	(\$10,160.64)	(\$5,821,388.64)	(\$1,149,479.02)	(\$213,460.91)	(\$1,149,479.02)	(\$4,458,448.71)	23%	(\$5,319,552.00)

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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 T
Fund 710 - Water Fund										
Department 991 - Debt Service										
	EXPENSE									
	Debt Service									
5414	G. O. Bond-Principal	171,170.00	.00	171,170.00	.00	.00	.00	171,170.00	0	277,671
5424	G. O. Bond-Interest	28,950.00	.00	28,950.00	.00	.00	.00	28,950.00	0	38,190
	Debt Service Totals	\$200,120.00	\$0.00	\$200,120.00	\$0.00	\$0.00	\$0.00	\$200,120.00	0%	\$315,871
	EXPENSE TOTALS	\$200,120.00	\$0.00	\$200,120.00	\$0.00	\$0.00	\$0.00	\$200,120.00	0%	\$315,871
Department 991 - Debt Service Totals		(\$200,120.00)	\$0.00	(\$200,120.00)	\$0.00	\$0.00	\$0.00	(\$200,120.00)	0%	(\$315,871)
Fund 710 - Water Fund Totals		\$6,011,348.00	\$10,160.64	\$6,021,508.64	\$1,149,479.02	\$213,460.91	\$1,149,479.02	\$4,658,568.71		\$5,635,421

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	33,997.00	.00	33,997.00	2,566.16	.00	2,566.16	31,430.84	8	32,641.00
5102	Wages-Staff	210,033.00	.00	210,033.00	12,857.90	.00	12,857.90	197,175.10	6	200,291.00
5105	Overtime	3,500.00	.00	3,500.00	53.39	.00	53.39	3,446.61	2	1,881.00
5106	Longevity	500.00	.00	500.00	.00	.00	.00	500.00	0	451.00
5109	HSA Employer Funding	18,000.00	.00	18,000.00	18,000.00	.00	18,000.00	.00	100	18,000.00
5151	PERS Contribution	34,724.00	.00	34,724.00	3,963.70	.00	3,963.70	30,760.30	11	32,591.00
5161	Group Insurance	73,694.00	.00	73,694.00	6,741.36	12,308.64	6,741.36	54,644.00	26	78,951.00
5164	Workers Compensation	8,318.00	.00	8,318.00	.00	8,318.34	.00	(.34)	100	5,041.00
5166	Medicare	3,032.00	.00	3,032.00	214.05	.00	214.05	2,817.95	7	2,911.00
	Personal Services Totals	\$385,798.00	\$0.00	\$385,798.00	\$44,396.56	\$20,626.98	\$44,396.56	\$320,774.46	17%	\$372,781.00
	Supplies									
5201	Office Supplies	5,500.00	.00	5,500.00	239.32	600.00	239.32	4,660.68	15	3,171.00
5203	Computer Supplies	800.00	199.97	999.97	.00	699.97	.00	300.00	70	611.00
5213	Repair and Maintenance Supplies	2,000.00	.00	2,000.00	.00	1,200.00	.00	800.00	60	891.00
5241	Uniforms-Purchased	1,000.00	49.99	1,049.99	49.99	.00	49.99	1,000.00	5	681.00
5251	MV Gas and Oil	12,000.00	.00	12,000.00	.00	5,000.00	.00	7,000.00	42	5,401.00
5252	Aggregates	750.00	.00	750.00	.00	.00	.00	750.00	0	2,061.00
5259	Operating Materials and Supplies	3,500.00	.00	3,500.00	.00	1,200.00	.00	2,300.00	34	5,671.00
	Supplies Totals	\$25,550.00	\$249.96	\$25,799.96	\$289.31	\$8,699.97	\$289.31	\$16,810.68	35%	\$18,501.00
	Services									
5311	Utilities	9,000.00	1,103.96	10,103.96	1,140.96	11,747.86	1,140.96	(2,784.86)	128	7,611.00
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	581.00
5322	Conference/Reimb	500.00	.00	500.00	.00	.00	.00	500.00	0	311.00
5324	Professional Association Dues	160.00	.00	160.00	.00	.00	.00	160.00	0	161.00
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	4,322.21	19,322.21	.00	9,322.21	.00	10,000.00	48	5,841.00
5339	Misc Contract Services	26,000.00	1,465.42	27,465.42	889.04	14,455.78	889.04	12,120.60	56	19,331.00
5351	Liability Insurance Deductible	1,500.00	.00	1,500.00	.00	1,500.00	.00	.00	100	1,201.00
5352	Motor Vehicle Insurance	2,900.00	.00	2,900.00	.00	2,900.00	.00	.00	100	2,801.00
5361	Building Repair/Maintenance	9,000.00	198.68	9,198.68	198.68	471.54	198.68	8,528.46	7	5,521.00
5362	Equipment Maintenance	1,950.00	.00	1,950.00	396.35	1,263.12	396.35	290.53	85	1,421.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	9,061.00
5365	Utility Line Repair/Maintenance	125,000.00	.00	125,000.00	.00	14,521.17	.00	110,478.83	12	69,671.00
5366	Computer Maintenance	14,000.00	.00	14,000.00	.00	11,623.00	.00	2,377.00	83	11,261.00
5378	Columbus Contract	4,647,100.00	.00	4,647,100.00	571,827.34	1,428,172.66	571,827.34	2,647,100.00	43	4,432,501.00
5391	Postage	15,500.00	.00	15,500.00	2,561.02	.00	2,561.02	12,938.98	17	5,511.00

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	720 - Wastewater/Sewer Fund									
Department	736 - Wastewater Division									
	EXPENSE									
	<i>Services</i>									
5397	Uniform Rental	1,600.00	54.60	1,654.60	54.60	1,100.00	54.60	500.00	70	73
5399	Other Miscellaneous Services	122,000.00	.00	122,000.00	1,410.08	2,185.48	1,410.08	118,404.44	3	125,650
	<i>Services Totals</i>	\$4,999,710.00	\$7,144.87	\$5,006,854.87	\$578,478.07	\$1,499,262.82	\$578,478.07	\$2,929,113.98	41%	\$4,698,940
	<i>Capital Purchases</i>									
5631	Furniture and Fixtures	400.00	.00	400.00	.00	.00	.00	400.00	0	330
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	48,300
5633	Machinery and Equipment	9,000.00	.00	9,000.00	.00	242.50	.00	8,757.50	3	9,020
5639	Other Equipment	100,000.00	.00	100,000.00	.00	60,000.00	.00	40,000.00	60	69,700
	<i>Capital Purchases Totals</i>	\$109,400.00	\$0.00	\$109,400.00	\$0.00	\$60,242.50	\$0.00	\$49,157.50	55%	\$127,350
	EXPENSE TOTALS	\$5,520,458.00	\$7,394.83	\$5,527,852.83	\$623,163.94	\$1,588,832.27	\$623,163.94	\$3,315,856.62	40%	\$5,217,590
Department	736 - Wastewater Division Totals	(\$5,520,458.00)	(\$7,394.83)	(\$5,527,852.83)	(\$623,163.94)	(\$1,588,832.27)	(\$623,163.94)	(\$3,315,856.62)	40%	(\$5,217,590)

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 720 - Wastewater/Sewer Fund										
Department 991 - Debt Service										
	EXPENSE									
	Debt Service									
5414	G. O. Bond-Principal	94,500.00	.00	94,500.00	.00	.00	.00	94,500.00	0	88,590
5424	G. O. Bond-Interest	8,085.00	.00	8,085.00	.00	.00	.00	8,085.00	0	15,600
	Debt Service Totals	\$102,585.00	\$0.00	\$102,585.00	\$0.00	\$0.00	\$0.00	\$102,585.00	0%	\$104,190
	EXPENSE TOTALS	\$102,585.00	\$0.00	\$102,585.00	\$0.00	\$0.00	\$0.00	\$102,585.00	0%	\$104,190
	Department 991 - Debt Service Totals	(\$102,585.00)	\$0.00	(\$102,585.00)	\$0.00	\$0.00	\$0.00	(\$102,585.00)	0%	(\$104,190)
Fund 720 - Wastewater/Sewer Fund Totals		\$5,623,043.00	\$7,394.83	\$5,630,437.83	\$623,163.94	\$1,588,832.27	\$623,163.94	\$3,418,441.62		\$5,321,790

Attachment: January, 2017 Departmental Budget 03_01_2017 10_45_26 AM Joni Crawford 46101L1L



January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 740 - Storm Water Drainage Fund										
Department 737 - Storm Water Division										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	173,002.00	.00	173,002.00	15,326.46	.00	15,326.46	157,675.54	9	166,110
5105	Overtime	4,900.00	.00	4,900.00	.00	.00	.00	4,900.00	0	16,000
5106	Longevity	1,950.00	.00	1,950.00	.00	.00	.00	1,950.00	0	1,950
5109	HSA Employer Funding	12,000.00	.00	12,000.00	12,000.00	.00	12,000.00	.00	100	12,000
5151	PERS Contribution	25,180.00	.00	25,180.00	2,707.76	.00	2,707.76	22,472.24	11	23,690
5161	Group Insurance	47,958.00	.00	47,958.00	4,511.57	8,563.43	4,511.57	34,883.00	27	51,290
5164	Workers Compensation	6,031.00	.00	6,031.00	.00	6,031.88	.00	(.88)	100	3,360
5166	Medicare	1,711.00	.00	1,711.00	114.83	.00	114.83	1,596.17	7	1,470
	Personal Services Totals	\$272,732.00	\$0.00	\$272,732.00	\$34,660.62	\$14,595.31	\$34,660.62	\$223,476.07	18%	\$260,050
	Supplies									
5201	Office Supplies	6,500.00	.00	6,500.00	.00	600.00	.00	5,900.00	9	1,100
5203	Computer Supplies	750.00	88.34	838.34	74.13	614.21	74.13	150.00	82	470
5205	Small Tools/Minor Equipment	1,000.00	.00	1,000.00	.00	500.00	.00	500.00	50	460
5241	Uniforms-Purchased	750.00	.00	750.00	.00	700.00	.00	50.00	93	200
5251	MV Gas and Oil	6,500.00	1,400.60	7,900.60	.00	5,400.60	.00	2,500.00	68	3,060
5252	Aggregates	750.00	.00	750.00	.00	500.00	.00	250.00	67	2,360
5259	Operating Materials and Supplies	20,000.00	.00	20,000.00	.00	9,000.00	.00	11,000.00	45	12,340
	Supplies Totals	\$36,250.00	\$1,488.94	\$37,738.94	\$74.13	\$17,314.81	\$74.13	\$20,350.00	46%	\$20,020
	Services									
5311	Utilities	8,000.00	2,125.51	10,125.51	555.51	9,612.05	555.51	(42.05)	100	3,720
5321	Professional Training	400.00	.00	400.00	.00	190.00	.00	210.00	48	250
5322	Conference/Reimb	20.00	.00	20.00	.00	.00	.00	20.00	0	
5324	Professional Association Dues	120.00	.00	120.00	.00	.00	.00	120.00	0	120
5331	Engineering/Architecture	8,000.00	3,000.00	11,000.00	.00	11,000.00	.00	.00	100	5,510
5339	Misc Contract Services	50,250.00	1,441.17	51,691.17	1,435.17	20,485.40	1,435.17	29,770.60	42	40,390
5351	Liability Insurance Deductible	1,250.00	.00	1,250.00	.00	1,249.50	.00	.50	100	1,200
5352	Motor Vehicle Insurance	1,750.00	.00	1,750.00	.00	1,750.00	.00	.00	100	930
5361	Building Repair/Maintenance	5,000.00	.00	5,000.00	.00	2,800.00	.00	2,200.00	56	
5364	MV Repair/Maintenance-Internal	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,090
5365	Utility Line Repair/Maintenance	7,500.00	.00	7,500.00	.00	2,000.00	.00	5,500.00	27	660
5378	Columbus Contract	780,000.00	59,437.71	839,437.71	59,437.71	400,000.00	59,437.71	380,000.00	55	642,870
5391	Postage	22,000.00	.00	22,000.00	2,500.46	.00	2,500.46	19,499.54	11	5,010
5397	Uniform Rental	2,000.00	106.80	2,106.80	106.80	1,650.00	106.80	350.00	83	1,360
5399	Other Miscellaneous Services	36,000.00	.00	36,000.00	20.60	579.40	20.60	35,400.00	2	31,900
	Services Totals	\$926,790.00	\$66,111.19	\$992,901.19	\$64,056.25	\$451,316.35	\$64,056.25	\$477,528.59	52%	\$735,070
	Capital Purchases									

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January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 740 - Storm Water Drainage Fund										
Department 737 - Storm Water Division										
	EXPENSE									
	Capital Purchases									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	29,621.00
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$29,621.00
	EXPENSE TOTALS	\$1,235,772.00	\$67,600.13	\$1,303,372.13	\$98,791.00	\$483,226.47	\$98,791.00	\$721,354.66	45%	\$1,044,779.00
	Department 737 - Storm Water Division Totals	(\$1,235,772.00)	(\$67,600.13)	(\$1,303,372.13)	(\$98,791.00)	(\$483,226.47)	(\$98,791.00)	(\$721,354.66)	45%	(\$1,044,779.00)
	Fund 740 - Storm Water Drainage Fund Totals	\$1,235,772.00	\$67,600.13	\$1,303,372.13	\$98,791.00	\$483,226.47	\$98,791.00	\$721,354.66		\$1,044,779.00

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January, 2017 Departmental Budget

8.a.b

Fiscal Year to Date 01/31/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 750 - Solid Waste Fund										
Department 738 - Refuse Collection										
	EXPENSE									
	Supplies									
5201	Office Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	99%
	Supplies Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$99%
	Services									
5315	Private Hauler Contract	2,000,000.00	148,252.85	2,148,252.85	.00	748,057.04	.00	1,400,195.81	35	1,924,488
5391	Postage	15,000.00	.00	15,000.00	2,561.01	.00	2,561.01	12,438.99	17	5,511
5399	Other Miscellaneous Services	40,000.00	.00	40,000.00	227.87	1,472.13	227.87	38,300.00	4	33,591
	Services Totals	\$2,055,000.00	\$148,252.85	\$2,203,252.85	\$2,788.88	\$749,529.17	\$2,788.88	\$1,450,934.80	34%	\$1,963,591
	EXPENSE TOTALS	\$2,057,000.00	\$148,252.85	\$2,205,252.85	\$2,788.88	\$749,529.17	\$2,788.88	\$1,452,934.80	34%	\$1,964,591
	Department 738 - Refuse Collection Totals	(\$2,057,000.00)	(\$148,252.85)	(\$2,205,252.85)	(\$2,788.88)	(\$749,529.17)	(\$2,788.88)	(\$1,452,934.80)	34%	(\$1,964,591)
	Fund 750 - Solid Waste Fund Totals	\$2,057,000.00	\$148,252.85	\$2,205,252.85	\$2,788.88	\$749,529.17	\$2,788.88	\$1,452,934.80		\$1,964,591
	Grand Totals	\$33,808,377.00	\$919,880.01	\$34,728,257.01	\$3,783,557.28	\$6,151,586.36	\$3,783,557.28	\$24,793,113.37		\$31,368,361

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Tax Department

Brenda Browning
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6865 Phone

MOTION REQUEST

DATE: **March 13, 2017**

TO: **Finance Committee**

RE: Motion that Reynoldsburg City Council Does Hereby Appoint Kristin
Bryant to the Board of Tax Review for a 2 (Two) Year Term Beginning
March 13, 2017.

Kristin J. Bryant

387 Cheyenne Way • Reynoldsburg, Ohio 43068 • 614/893-2299 • kristinbryant@sbcglobal.net

PROFESSIONAL PROFILE

Licensed to practice law in Ohio and the U.S. District Court, Southern District of Ohio. Over nine years of experience in various legal office staff positions and eight years of experience as a practicing attorney. Experienced in personal injury, civil litigation, criminal defense, domestic relations, appellate practice, collections, landlord/tenant relations, juvenile law, Victims of Crime Compensation, foreclosure defense, administrative license defense, re-zoning, taxation, legislation, subrogation, workers' compensation, bankruptcy, document review and legal research. Outstanding writing and oral communication skills.

EDUCATION

Capital University Law School, J.D.
University of Oklahoma
West Virginia University, B.A. & B.M.

January 2004

May 1995

EXPERIENCE AND EXPERTISE

•Pleadings Preparation and Filing

Prepared complaints, answers, counter-claims, third-party complaints, substitutions of counsel and parties, pre-trial statements, settlement agreements, releases, notices, entries and stipulations of dismissal. Filed documents with municipal, common pleas and federal courts.

•Motions Drafting

Prepared and responded to motions for summary judgment, motions to compel, motions for leave to plead, motions for default judgment, motions to stay proceedings, motions to dismiss, motions to strike, motions for a more definite statement, and motions in limine.

•Discovery

Prepared and responded to interrogatories, requests for admissions, requests for production of documents. Conducted and defended depositions and examinations under oath. Scheduled and noticed independent medical examinations and depositions.

•Settlement Negotiations

Negotiated settlement of personal injury and other civil claims with insurance companies and attorneys, and plea bargains with prosecutors.

• Trial Practice

Appeared in municipal and common pleas courts for civil, domestic and criminal matters including pretrials, trials, motion hearings, pleas and sentencing hearings, probation revocation proceedings, domestic hearings, judgment debtor exams and evictions.

•Appellate Practice

Reviewed trial transcript for reversible errors. Researched potential appellate issues and identified issues to be argued. Structured arguments and drafted appellate briefs and post-conviction petitions. Appeared and argued appeals to district court. Prepared and filed memorandums in support of jurisdiction with the Ohio Supreme Court and federal habeas corpus petitions with the U.S. District Court, Southern District.

•Administrative Agency Practice/Form Preparation

Attended administrative hearings in defense of clients' licensing. Prepared and filed Chapter 7 and 13 bankruptcy petitions, probate forms, workers' compensation forms, and EEOC documents.

•Constituent Inquiries

Researched and resolved constituent problems related to state taxation. Presented information and solutions to legislators.

•Subrogation Collections

Pursued debtors through demand letters, filing suit, obtaining judgment, negotiating payment plans and settlements. Obtained liens, suspended driving privileges, and garnished wages and bank accounts.

EMPLOYMENT HISTORY

Bryant Law Offices, LLC, Attorney
Michael D. Christensen Law Offices, LLC, Attorney
Byron L. Potts & Co., LPA, Attorney
Michael D. Christensen Law Offices, LLC, Law Clerk
Madry L. Ellis, Esq., Law Clerk/Co-Counsel
Ohio Department of Taxation, Legal Intern

2006 – present
 2008 – 2010
 2006 – 2008
 2004 – 2006
 2003 – 2008
 2003 – 2004

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

DATE: **March 13, 2017****TO:** **Barth Cotner, At Large Finance Committee****RE:** An Ordinance Providing for the Issuance and Sale of Bonds in the Maximum Principal Amount of \$1,100,000, for the Purpose of Paying the Costs of Improving the Municipal Storm Water System by Replacing Storm Water Facilities Along Graham Road and Rodebaugh Road and Installing Culverts on Cobblestone Road, Together with All Necessary Appurtenances Thereto, and Declaring an Emergency. (First Reading 2/27/2017).

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

Request Council approve the attached ordinance to Bond money for the 2017 East Main Street Waterline Replacement. Debt will be serviced from the CIP account in Water Department

Passed: _____, 2017

ORDINANCE NO. _____-17

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

WHEREAS, this Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the City Auditor has certified to this Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is forty (40) years;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“*Authorized Denominations*” means the minimum denominations or any integral multiple in excess thereof as set forth in the Certificate of Award.

“*Bond Proceedings*” means, collectively, this Ordinance, the Certificate of Award, the Purchase Agreement (if any) and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means the City Auditor, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio, as designated by the City Auditor in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Certificate of Award and until a successor Bond Registrar shall have become such pursuant to the provisions of the Certificate of Award and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the City Auditor, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Principal Payment Dates*” means December 1 in each of the years from and including 2017 to and including 2026; *provided* that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be deferred up to one year or advanced by such number of years as determined by the City Auditor, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the City Auditor in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

“*Purchase Agreement*” means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section 6.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*Term Bonds*” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of \$1,100,000 (the “*Bonds*”) for the purpose of paying the costs of improving the municipal storm water system by replacing storm water facilities along Graham Road and Rodebaugh Road and installing culverts on Cobblestone Road, together with all necessary appurtenances thereto (the “*Improvement*”). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the City Auditor in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the City Auditor, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and the Purchase Agreement (if any)) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal

amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date. If requested by the Original Purchaser, the City Auditor is hereby authorized to prepare one bond representing the aggregate principal amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the Certificate of Award.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year and computed on the basis as shall be determined by the City Auditor, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the City Auditor, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the City Auditor shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of the Bonds, shall be payable when due upon presentation and surrender of the Bonds at the main office of the Bond Registrar; *provided, however*, to the extent that the Bonds are represented by a single Term Bond as permitted by this Section 3, principal of the Bonds which is redeemed pursuant to a Mandatory Sinking Fund Redemption

Requirement shall be payable when due without prior presentation or surrender of the Bond but redemption of such principal shall be duly endorsed on the Bond Register, and in the case of the final principal payment due hereunder, surrender of the Bond at the main office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the City Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the City Auditor, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for

Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in Authorized Denominations, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the City Auditor in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the City Auditor to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in Authorized Denominations, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than the Authorized Denominations are then outstanding, each Authorized Denomination unit of principal thereof shall be treated as if it were a separate Bond of the Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denomination units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of an Authorized

Denomination unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the Authorized Denomination unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 3(d), upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the City Auditor, shall be numbered as determined by the City Auditor in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The City Auditor is hereby authorized to designate in the Certificate of Award the City Auditor, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The City Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Certificate of Award, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the City Auditor on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its main office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the main office of the Bond Registrar together with an assignment signed by the registered owner or by a

person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

Section 6. Sale of the Bonds to the Original Purchaser. The City Auditor is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the City Auditor in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the City Auditor with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement (if any). The City Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The City Auditor shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

To the extent that the City Auditor determines it would be financially advantageous to the City, the Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the

City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Auditor, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent the net revenues from the municipal storm water system are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, and to the extent not paid from net revenues of the municipal storm water system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio, and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the two preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 9. Rating; Bond Insurance and Financing Costs.

(a) Application for Rating or Bond Insurance. If, in the judgment of the City Auditor, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the City Auditor is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award or the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The City Auditor is hereby authorized, to the extent necessary

or required, to enter into any agreements, in the name of and on behalf of the City, that the City Auditor determines to be necessary in connection with the obtaining of that bond insurance.

(b) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement (if any), is authorized and approved, and the City Auditor is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. Municipal Advisor. The services of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditors of Fairfield, Franklin and Licking Counties, Ohio.

Section 13. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 15. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely enter into contracts for the construction of the Improvement and to coordinate the sale of the Bonds with other bonds of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed: _____, 2017

Attest:

Clerk of Council
April Beggerow

President of Council
Doug Joseph

Approved:

Mayor
Brad McCloud

Date: _____, 2017

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

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2017

Published: _____, 2017

Attachment: Bond Ordinance Graham Road Storm Water (1674 : Issue Debt for 2017 East Main Water Project)

FISCAL OFFICER'S CERTIFICATE

To the City Council of the City of Reynoldsburg, Ohio:

As fiscal officer of the City of Reynoldsburg, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$1,100,000 (the "*Bonds*"), to be issued for the purpose of paying the costs of improving the municipal storm water system by replacing storm water facilities along Graham Road and Rodebaugh Road and installing culverts on Cobblestone Road, together with all necessary appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is forty (40) years.

Dated: _____, 2017

City Auditor
City of Reynoldsburg, Ohio

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

DATE: **March 13, 2017****TO:** **Finance Committee****RE:** AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL WATERWORKS SYSTEM BY REPLACING WATER LINES ALONG MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. (First Reading 2/27/2017).

Emergency/Suspension: Emergency**Reason For Emergency:** Financial needs of the City's government**Request Council approve attached Bond Ordinance to pay cost for 2017 Graham Road Storm Water Project. Debt will be serviced from Storm Water Fund**

Passed: _____, 2017

ORDINANCE NO. _____-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE MUNICIPAL WATERWORKS SYSTEM BY REPLACING WATER LINES ALONG MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the City Auditor has certified to this Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is forty (40) years;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“*Authorized Denominations*” means the minimum denominations or any integral multiple in excess thereof as set forth in the Certificate of Award.

“*Bond Proceedings*” means, collectively, this Ordinance, the Certificate of Award, the Purchase Agreement (if any) and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means the City Auditor, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio, as designated by the City Auditor in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Certificate of Award and until a successor Bond Registrar shall have become such pursuant to the provisions of the Certificate of Award and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

Attachment: Bond Ordinance Main Street Water (1675 : Issue Debt for 2017 Storm Water Project)

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the City Auditor, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Principal Payment Dates*” December 1 in each of the years from and including 2017 to and including 2026; *provided* that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be deferred up to one year or advanced by such number of years as determined by the City Auditor, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the City Auditor in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

“*Purchase Agreement*” means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section 6.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*Term Bonds*” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of \$1,500,000 (the “*Bonds*”) for the purpose of paying the costs of improving the municipal waterworks system by replacing water lines along Main Street, together with all necessary appurtenances thereto (the “*Improvement*”). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the City Auditor in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the City Auditor, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and the Purchase Agreement (if any)) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award,

provided that their dated date shall not be more than sixty (60) days prior to the Closing Date. If requested by the Original Purchaser, the City Auditor is hereby authorized to prepare one bond representing the aggregate principal amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the Certificate of Award.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year and computed on the basis as shall be determined by the City Auditor, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the City Auditor, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the City Auditor shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of the Bonds, shall be payable when due upon presentation and surrender of the Bonds at the main office of the Bond Registrar; *provided, however*, to the extent that the Bonds are represented by a single Term Bond as permitted by this Section 3, principal of the Bonds which is redeemed pursuant to a Mandatory Sinking Fund Redemption Requirement shall be payable when due without prior presentation or surrender of the Bond but

redemption of such principal shall be duly endorsed on the Bond Register, and in the case of the final principal payment due hereunder, surrender of the Bond at the main office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the City Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the City Auditor, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for

Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in Authorized Denominations, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the City Auditor in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the City Auditor to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in Authorized Denominations, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than the Authorized Denominations are then outstanding, each Authorized Denomination unit of principal thereof shall be treated as if it were a separate Bond of the Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denomination units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of an Authorized

Denomination unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the Authorized Denomination unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 3(d), upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the City Auditor, shall be numbered as determined by the City Auditor in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The City Auditor is hereby authorized to designate in the Certificate of Award the City Auditor, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The City Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Certificate of Award, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the City Auditor on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its main office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the main office of the Bond Registrar together with an assignment signed by the registered owner or by a

person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

Section 6. Sale of the Bonds to the Original Purchaser. The City Auditor is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the City Auditor in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the City Auditor with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement (if any). The City Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The City Auditor shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

To the extent that the City Auditor determines it would be financially advantageous to the City, the Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the

City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Auditor, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent the net revenues from the municipal waterworks system are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, and to the extent not paid from net revenues of the municipal waterworks system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio, and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the two preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 9. Rating; Bond Insurance and Financing Costs.

(a) Application for Rating or Bond Insurance. If, in the judgment of the City Auditor, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the City Auditor is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award or the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The City Auditor is hereby authorized, to the extent necessary

or required, to enter into any agreements, in the name of and on behalf of the City, that the City Auditor determines to be necessary in connection with the obtaining of that bond insurance.

(b) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement (if any), is authorized and approved, and the City Auditor is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. Municipal Advisor. The services of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditors of Fairfield, Franklin and Licking Counties, Ohio.

Section 13. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 15. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely enter into contracts for the construction of the Improvement and to coordinate the sale of the Bonds with other bonds of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed: _____, 2017

Attest:

Clerk of Council
April Beggerow

President of Council
Doug Joseph

Approved:

Mayor
Brad McCloud

Date: _____, 2017

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

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2017

Published: _____, 2017

Attachment: Bond Ordinance Main Street Water (1675 : Issue Debt for 2017 Storm Water Project)

FISCAL OFFICER'S CERTIFICATE

To the City Council of the City of Reynoldsburg, Ohio:

As fiscal officer of the City of Reynoldsburg, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$1,500,000 (the "*Bonds*"), to be issued for the purpose of paying the costs of improving the municipal waterworks system by replacing water lines along Main Street, together with all necessary appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is forty (40) years.

Dated: _____, 2017

City Auditor
City of Reynoldsburg, Ohio

Attachment: Fiscal Officer's Certificate Main Street Water (1675 : Issue Debt for 2017 Storm Water Project)

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

DATE: March 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE ONE 2007
CHEVROLET EXPRESS VAN FOR THE POLICE DEPARTMENT
AND DECLARE AN EMERGENCY. (First Reading 2/27/2017).**

Emergency/Suspension: Emergency

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

Statement of necessity: Coughlin Dealer Will Not Hold Vehicle

The Reynoldsburg Division of Police is requesting permission to purchase a replacement unmarked vehicle from appropriated Federal Forfeiture funds. Please see the attached detailed memo from Lt. Wright to illustrate the need for the replacement unmarked vehicle. As well as the Attached quote from Coughlin.



Reynoldsburg Division of Police
7240 East Main Street
Reynoldsburg, Ohio 43068
(614) 866-6622
(614) 322-6926 (fax)

11.c.a

MEMORANDUM

Date: 22 February 2017

To: City Council

From: LT R. Wright #90

Subject: Purchase of Replacement Unmarked Vehicle

The Reynoldsburg Detective Bureau currently possesses an unmarked van used for undercover narcotics operations and surveillance. The van is a 1993 Chevy Conversion van that is in very poor and unsafe condition for driving. The street mechanic assessment to repair the van is estimated to exceed the value of the van. A newer 2007 Chevy Express van was located at Coughlin Cars in Pataskala and will suit the needs of the detective bureau.

Request the following actions:

1. Approval to appropriate money from the Federal Forfeiture account 294.111.5529 to enter into a contract with Coughlin Cars and purchase the 2007 Chevy Express van at \$9999.00.
2. Remove the following vehicles from the asset tag list for trade in (the maintenance costs of both vehicles exceeds the actual value of the vehicles):
 - a. 1993 Chevy Conversion Van: 1GBEG25K2PF354914
 - b. 2003 Chevy Malibu: 1G1ND52J13M721480
3. Declare this request an emergency to secure immediate purchase as Coughlin does not want to hold the vehicle for over 30 days.

Attachment: Purchase Replacement Unmarked Vehicle (1680 : Purchase of Replacement Unmarked Vehicle)

COUGHLIN AUTOMOTIVE LLC
9000 E. Broad St.
Pataskala, OH 43062
PHONE : (740)964-9191
FAX : (740)929-3800

RETAIL PURCHASE AGREEMENT (BUYERS ORDER)

Purchaser's Name(s): CITY OF REYNOLDSBURG Deal Number: PA11194
Address: N/A Date: 02/14/17
Home Telephone: N/A Work Telephone: County: N/A
D.L./State I.D.#: N/A Issuing State: N/A DOB: N/A
Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2007 MAKE CHEVROLET MODEL EXPRESS CARGO VAN COLOR N/A STOCK NO. PA11194
SERIAL NO. 16CFG15X071217747 ODOMETER READING 85,754 SALESPERSON HOUSE
☐ Not Accurate
THE VEHICLE IS: ☒ NEW ☐ USED PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL ☐ OTHER

WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.

☐ Used Vehicle Limited Warranty Applies. We are providing the attached Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

TRADE-IN VEHICLE (1) INFORMATION

Year: Make: Model: Color:
Serial No: Odometer Reading: 0
☐ Not Accurate
Trade-In (1) Allowance: N/A Balance Owed & Lienholder: N/A

TRADE-IN VEHICLE (2) INFORMATION

Year: Make: Model: Color:
Serial No: Odometer Reading: 0
☐ Not Accurate
Trade-In (2) Allowance: N/A Balance Owed & Lienholder: N/A

☐ DEPOSIT/ ☐ PARTIAL PAYMENT: The sum of \$ N/A was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for days.

NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

- ☒ IF MARKED, PLEASE SEE ATTACHED DELIVERY CONFIRMATION
☐ IF MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL
☒ IF MARKED, PLEASE SEE ATTACHED ARBITRATION AGREEMENT

CASH PRICE OF VEHICLE	9,765.50
OTHER GOODS/SERVICES:	
Document Fee	250.00
TOTAL SELLING PRICE	10,015.50
LESS: TRADE ALLOW	50.00
TOTAL TAXABLE	10,015.50
SALES TAX @ <u>N/A</u>	<u>N/A</u>
TITLE\LIC\REG FEES	33.50
	<u>N/A</u>
TOTAL DUE	9,999.00
DEPOSIT/PARTIAL PAYMENT	<u>N/A</u>
REBATE	<u>N/A</u>
UNPAID BALANCE	9,999.00

I have read and accept the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and hereby acknowledge that this Agreement is complete and accurately reflects the Agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Dealership Representative.

Purchaser Accepted by Authorized Dealership Representative

Purchaser

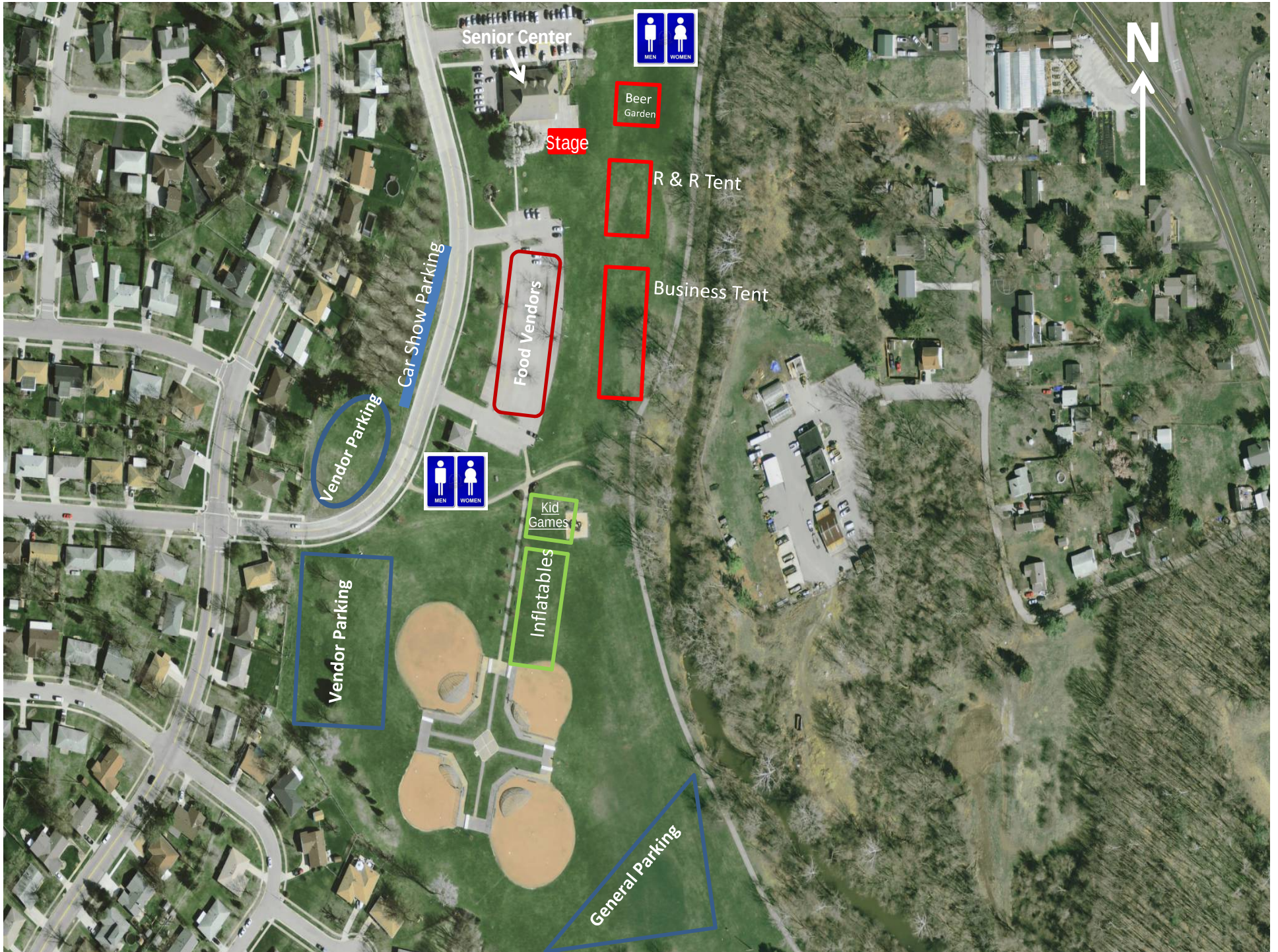
Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

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

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



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



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

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

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

Emergency/Suspension: Emergency

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

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

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

Per ORC 4929.27 this is required to have 2 readings.

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

Exhibit Title

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

Company Information**Organization:****Company Name**

Volunteer Energy Services, Inc.

CEO / President

Richard A. Curnutte Sr.

President

614-328-2934

rcurnutte@volunteerenergy.com

List Parent, Affiliate, Subsidiary companies

Privately Held

Number of Employees

57

Number of Ohio Employees (Based on office location)

50

Principal Address

790 Windmill Dr. Pickerington, Ohio 43147

Phone#: 800-977-8374

Fax#: 614-729-2366

Office Conducting Proposed Program Management

790 Windmill Dr. Pickerington, Ohio 43147

Phone#: 614-729-2365

Fax#: 614-729-2366

Larry Taylor

Ohio Office Address

790 Windmill Dr Pickerington, Ohio 43147

Primary Contact Information – RFQ & P / Proposal Coordination

Larry Taylor

Energy Specialist

Phone#: 614-729-2365

ltaylor@volunteerenergy.com

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

Primary Contact Information – Proposed Program Administration

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

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

N/A

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

None

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

None

Please provide three (3) Company references

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

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

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

Additional information to differentiate Supplier

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

Required General Qualifications

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

Yes

Federal ID Number
 31-1772693

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

Original and Current Certification Dates

2002 – September 1, 2016

Ohio Public Utilities Certification Expiration Date

September 1, 2018

Please attach copy of PUCO Certificate

Exhibit 1, Certification

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

52

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

Last awarded

City of Shelby

January 2017

Opt-Out Program offered? Yes

1,980 Residential and commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in Public Hearing

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

First Previous

Shawnee Hills TownshipJanuary 17th, 2017

Opt-Out program offered? Yes

191 Residential and Commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in the Public Hearing

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

Next Previous

Harrison TownshipJanuary 9th, 2017

Opt-Out program offered? Yes

755 Residential and Commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in the Public Hearing

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

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

None

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

None

Scope of Services

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

Yes

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

Yes

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

Exhibit 2, Plan of Operation/Master Service Agreement

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

Yes

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

Exhibit 3, Opt-out list preparation

Customer Service Program and Call Center Description.

We maintain a full "In House" Customer Service Department

Location of office Conducting Customer Service

Volunteer Energy Services, Inc.

790 Windmill Dr. Pickerington, Ohio 43147

Kevin Smith (800) 977-8374

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

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

Process to handle formal complaints

Pursuant to PUCO regulations and LDC tariffs

Process to handle informal complaints

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

Has the company ever been involved in a slamming complaint?

No formal complaints

Location of call center

790 Windmill Dr. Pickerington, Ohio 43147

Monday – Friday 9am to 5pm

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

Metrics of Call Center Effectiveness

Average Hold time

Less than 1 minute

Average time to complete calls (after answer,)

Less than 5 minutes

Average number of calls per enrollee per year

Less than 1 per customer

Percentage calls with resolution on first call

95% and higher

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

Yes

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

Products and Rates

Fixed

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

Variable

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

Alternative Product

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

Indicative date for proposed pricing
 February 9th, 2017.

Proposed start month
 June 2017.

Pass through fees.
 None

Switching fees.
 VESI will pay switching fees

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

Signature and Attestation

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

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

Exhibit 1-5

FILE

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

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

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

Granted to:
Volunteer Energy Services, Inc.

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

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

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

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

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

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

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

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

By Order of
The Public Utilities Commission of Ohio

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

Form No. CRNGS/CRS/R-06

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

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

Article One. Provision of Service

1.1 Obligations and Duties

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

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

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

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

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

with customers shall comply with applicable rules and regulations.

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

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

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

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

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

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

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

1.5 Municipality as a Governmental Aggregator. The Municipality as a

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

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

Article Two. Customer & Usage Information

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

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

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

2.3 Addition of "Opt-in" customers.

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

2.4 Addition of Aggregation Members.

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

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

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

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

Article Three. Operations

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

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

Article Four. Prices and Fees

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

Article Five. Billing

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

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

Article Six. Community Reinvestment Program

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

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

6.5 These funds can be combined from year to year.

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

Article Seven. Contingencies and Force Majeure

7.1 Contingencies.

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

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

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

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

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

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

7.2 Force Majeure.

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

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

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

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

Article Eight. Term

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

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Article Nine. Representations and Warranties

9.1 Mutual Representations and

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

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

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

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

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

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

throughout the term of this Agreement.

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

9.3 Additional Representations of VESI.

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

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

**Article Ten. Default and Early
 Termination**

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

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

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

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

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

Article Eleven. Notices

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

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

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

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

Article Twelve. Confidentiality

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

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

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

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

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termination of this Agreement for two (2) years.

Article Thirteen. General Terms

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

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

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

Article Fifteen. Definitions

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

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

"Aggregation Group" means the collection of Aggregation Members.

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

Municipality's Governmental Aggregation program.

"Bankruptcy Event" means either Party:

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

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

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

“**Btu**” means British thermal unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Reynoldsburg
Volunteer Energy Services, Inc.
Date

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

Execution of Agreement

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

City of Reynoldsburg

Volunteer Energy Services, Inc.

By: _____

By: _____

Name:

Name: Richard A. Curnutte Sr.

Title: Mayor

Title: **President**

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

Opt-Out List Preparation

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



December 9, 2016

Sample

Dear Natural Gas Consumer,

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

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

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

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

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

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

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

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

Sincerely,

City of Shawnee Hills and

Volunteer Energy Services, Inc.

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

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

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

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

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

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

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

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

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

12.b.b

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

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

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

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

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

Sample

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

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

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

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

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

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

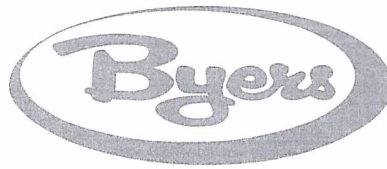
Alternative Product

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

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

DATE: March 13, 2017**TO: Finance Committee****RE: ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE A 2017
JEEP CHEROKEE 4X4 FOR THE BUILDING DEPARTMENT.**

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



www.byersauto.com

2/23/2017

City of Reynoldsburg

State contract# RS901017

2017 Jeep Cherokee	\$23,314.00
Install Amber LED lights Front/Rear	825.00

Total	\$24,139.00
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Feel free to contact me with any questions, I appreciate the opportunity to work with you.

Sincerely,

Tom Allen
Fleet Sales Manager
Byers Chevrolet/Byers Ford/Byers Chrysler, Dodge, Jeep, Ram
5887 N. Meadows Dr.
Grove City, Ohio 43123
Direct 614) 782-2738
Fax 614) 782-2720
Mobile 614) 353-8961

PO Box 16513 • Columbus, OH 43216-6513



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

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

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

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

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

UNSPECIFIED OPTION PRICE: 3% above manufacturer invoice

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

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

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

Item Number 2AT

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

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

SPECIFICATIONS (Cont'd)

Sporty Utility Vehicle (SUV)-Midsize

Item Number 2AT

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

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

DATE: March 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS &
RECREATION DEPARTMENT TO ACCEPT THE FRANKLIN SOIL
AND WATER MINI GRANT; AND DECLARING AN EMERGENCY.**

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

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

DATE: March 13, 2017**TO: Safety Committee****RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT FOR 2017 FIREWORKS DISPLAY. (First Reading
2/27/2017).**

The amount of \$27,850, which is the same price as 2016, and the funding for the fireworks was included in the 2017 Service Department budget (account #5303- Community Events).

Pyrotecnico is on the approved vendor list and we request that competitive bidding be waived.

REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Reynoldsburg

Pyrotecnico

By _____,

By _____

Bradley L. McCloud, Mayor

Print Name _____

Date _____

Date _____

Witness

Witness

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

James E. Hood
Reynoldsburg City Attorney

FISCAL OFFICER'S CERTIFICATION

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

City of Reynoldsburg

Richard Harris, Auditor

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

DATE: March 13, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE
NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY
AMENDED - 0 E Main St, Reynoldsburg, Ohio, from CC Community
Commerce District to PND Planned Neighborhood Development
District, Applicant, Nicole Boyer. (First Reading 1/23/2017 Planning
Commission 3/2/2017).**

Rezoning request.



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

Application #: 176120

Permit #: _____

Date Submitted: 12/9/16

Fee Amount: \$850.00

☒ Paid: 1381

PLANNING COMMISSION APPLICATION

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

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

OFFICE USE ONLY

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

Purchase and Sale Agreement**Exhibit B****Legal Description of the Property****9.006 Acres – Franklin County**

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

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

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

Parcel No. 060-003828-00

5.63 Acres – Licking County

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

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

Parcel No. 13-030390-00.000

Proposed Planned Neighborhood Development Application

CURRENT ZONING: (CC) Community Commerce District

PROPOSED ZONING: (PNDD) Planned Neighborhood Development District

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

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

CURRENT OWNER: William C. Davis Trust

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

DATE OF TEXT: December 6, 2016

CASE NUMBER:

INTRODUCTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Sub-Area B (“Phase II”):

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

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

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

3. Sub-Area C (“Phase III”):

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

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

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

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

Site Plan and Lot Split Approval:

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

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

SECTION 1183.01 – PURPOSE OF THE PNDD:

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

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

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

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

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

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

5. Promote efficient layout of infrastructure.

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

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

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

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

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

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

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

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

1. Compatibility with existing uses of adjacent lots:

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

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

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

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

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

Additional benefits will be realized through the following objectives:

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

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

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

2. Compatibility with zoning districts of adjacent lots:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Coordinated development of vacant parcels:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zoning Text – Planned Neighborhood Development District

CURRENT ZONING: (CC) Community Commerce District

PROPOSED ZONING: (PNDD) Planned Neighborhood Development District

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

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

CURRENT OWNER: William C. Davis Trust

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

DATE OF TEXT: December 6, 2016

CASE NUMBER:

INTRODUCTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Sub-Area B (“Phase II”):

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

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

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

3. Sub-Area C (“Phase III”):

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

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

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

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

Site Plan and Lot Split Approval:

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

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

PROPOSED CHARACTER OF THE PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT

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

ZONING SUMMARY

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

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

Special Provisions

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

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

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

OWNERSHIP and CONTROL:

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

PROPOSED DEVELOPMENT SCHEDULE AND ANTICIPATED DATES:

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

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

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

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

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

Geo-Graphics, Inc.
Land Surveying & Civil Engineering

George W. Schweitzer, PS, PE
 President

3331 Livingston Avenue
 Columbus, Ohio 43227

December 8, 2016

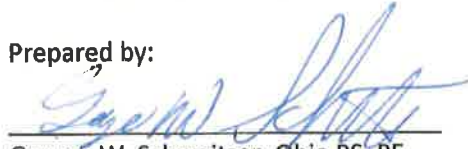
FACILITIES DEMAND WORKSHEET

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

Pressure requirements 60-80 psi

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

Prepared by:


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



N:\2016\16126\Facilities worksheet.docx



December 7, 2016

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

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

Dear George:

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

BACKGROUND

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

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

TRIP GENERATION ANALYSIS

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

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

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

Smart Services, Inc.
12/07/2016

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

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

1408 ADT

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

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

CONCLUSIONS

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

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

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

Sincerely,
SMART SERVICES, INC.



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

12-07-2016
Date



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





Reynoldsburg Senior Housing Traffic Impact Study - 12/2016

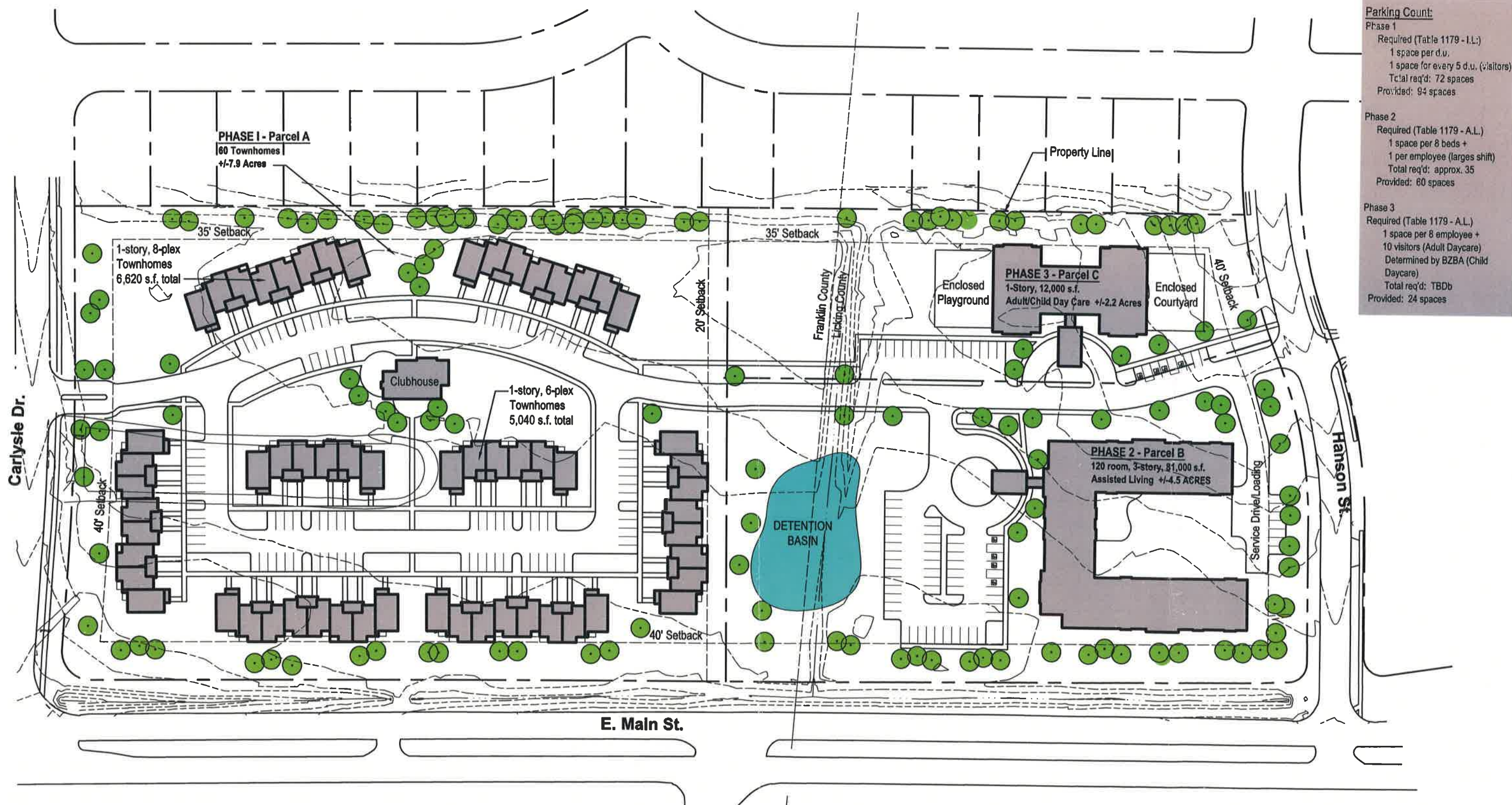
TABLE 1 - SITE TRIP GENERATION SUMMARY

Traffic Study Subarea	Land Use	Time of Day	Data Set from: Trip Generation Manual, 9th Edition (Unless noted Otherwise)	Override with Average	Regression Equation from: Trip Generation Manual 9th Edition	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
Phase 1	Senior Adult Housing-Attached (ITE Code #252) Ind. Variable (X) = 60 Occupied Dwelling Units	Daily	Weekday	☐	$T=2.98(X)^{.75}+1.05$	200	50%	100	50%	100
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	$T=0.20(X)^{.75}+1.66$	10	35%	4	65%	6
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	$T=0.24(X)^{.75}+2.11$	12	60%	7	40%	5
				☐						
Phase 2	Assisted Living (ITE Code #254) Ind. Variable (X) = 120 Beds	Daily	Weekday	☐	Average Rate= 2.66	319	50%	160	50%	159
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 0.14	17	65%	11	35%	6
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 0.22	26	44%	11	56%	15
				☐						
Phase 3	Day Care Center (ITE Code #565) Ind. Variable (X) = 12 1000 SF Gross Floor Area	Daily	Weekday	☐	Average Rate= 74.06	889	50%	445	50%	444
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 12.18	146	53%	77	47%	69
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 12.34	148	47%	70	53%	78
				☐						
TOTALS		Daily AM Peak PM Peak			☐	1408 173 186		705 92 88		703 81 98

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

Reynoldsburg Senior Housing Traffic Impact Study - 12/2016

TABLE 2 - SITE TRIP GENERATION SUMMARY

**Parking Count:****Phase 1**

Required (Table 1179 - I.L.):
1 space per d.u.
1 space for every 5 d.u. (visitors)
Total req'd: 72 spaces
Provided: 94 spaces

Phase 2

Required (Table 1179 - A.L.):
1 space per 8 beds +
1 per employee (larges shift)
Total req'd: approx. 35
Provided: 60 spaces

Phase 3

Required (Table 1179 - A.L.):
1 space per 8 employee +
10 visitors (Adult Daycare)
Determined by BZBA (Child Daycare)
Total req'd: TBD
Provided: 24 spaces

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

0 50' 100'

**A-1**

December 2, 2016

rdla: #16170

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RDL
ARCHITECTS

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

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO

Wallick Communities
6880 Tussing Rd.
Reynoldsburg, Ohio 43068



Site Context 1

Site Context 2



Site Context 3



Assisted Living @ E. Main St.

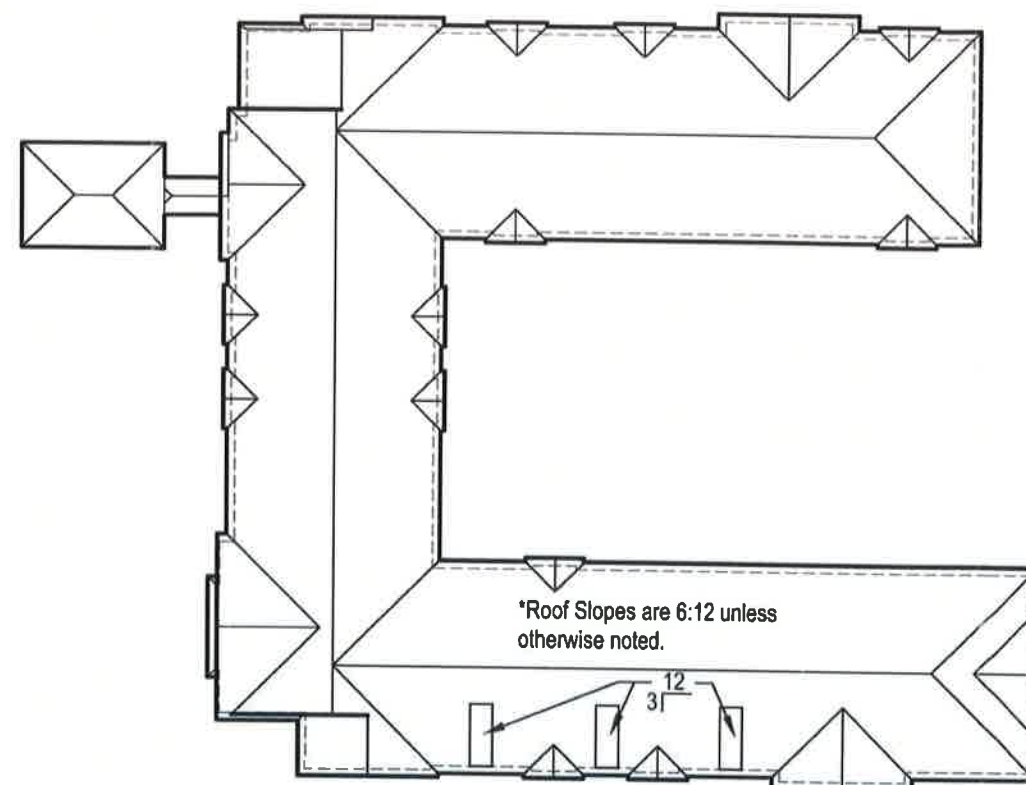
SITE CONTEXT

A-2



1

Elevation @ Porte-Cochere

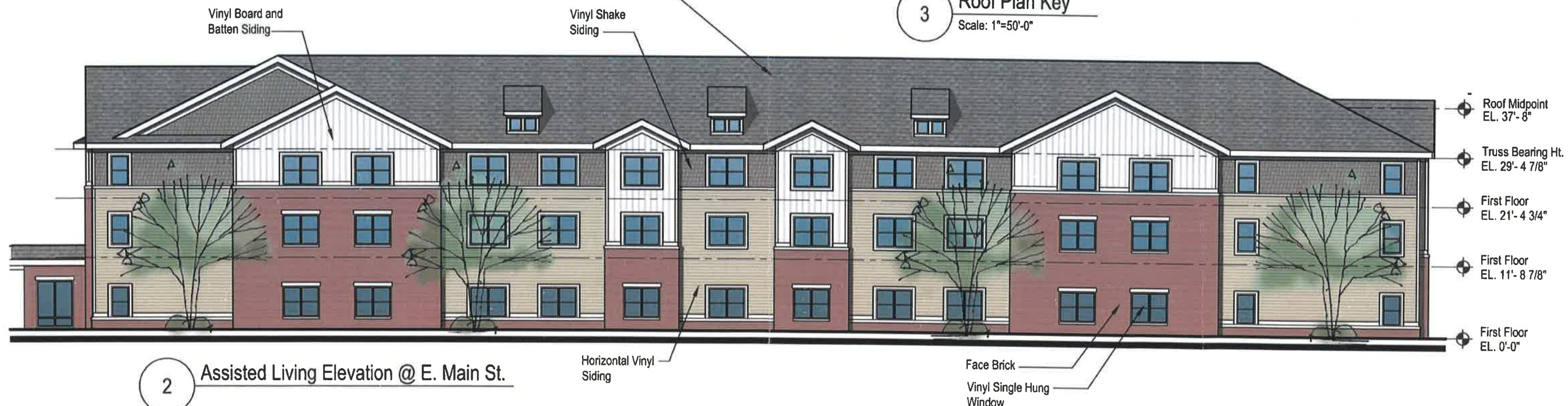


Elevation @ E. Main St.

3

Roof Plan Key

Scale: 1"=50'-0"



2

Assisted Living Elevation @ E. Main St.

ASSISTED LIVING ELEVATION

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REYNOLDSBURG, OHIO
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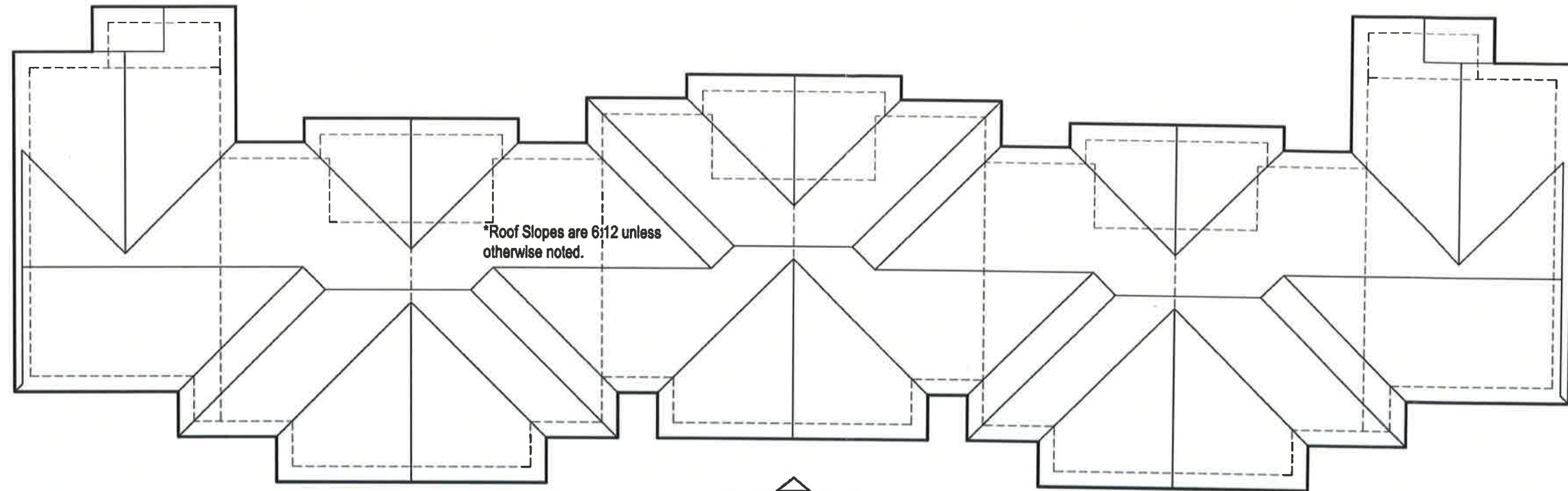
RDL ARCHITECTS
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 Shaker Heights, Ohio 44120
 T: 216-752-4300 F: 216-752-4301

December 2, 2016

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SCALE: 1/16" = 1'-0"


Wallick Communities
 6880 Tussing Rd.
 Reynoldsburg, OH



1 Townhouse Roof Plan

Elevation @ E. Main St.



2 Townhouse Elevation @ E. Main St.

TOWNHOUSE ELEVATION

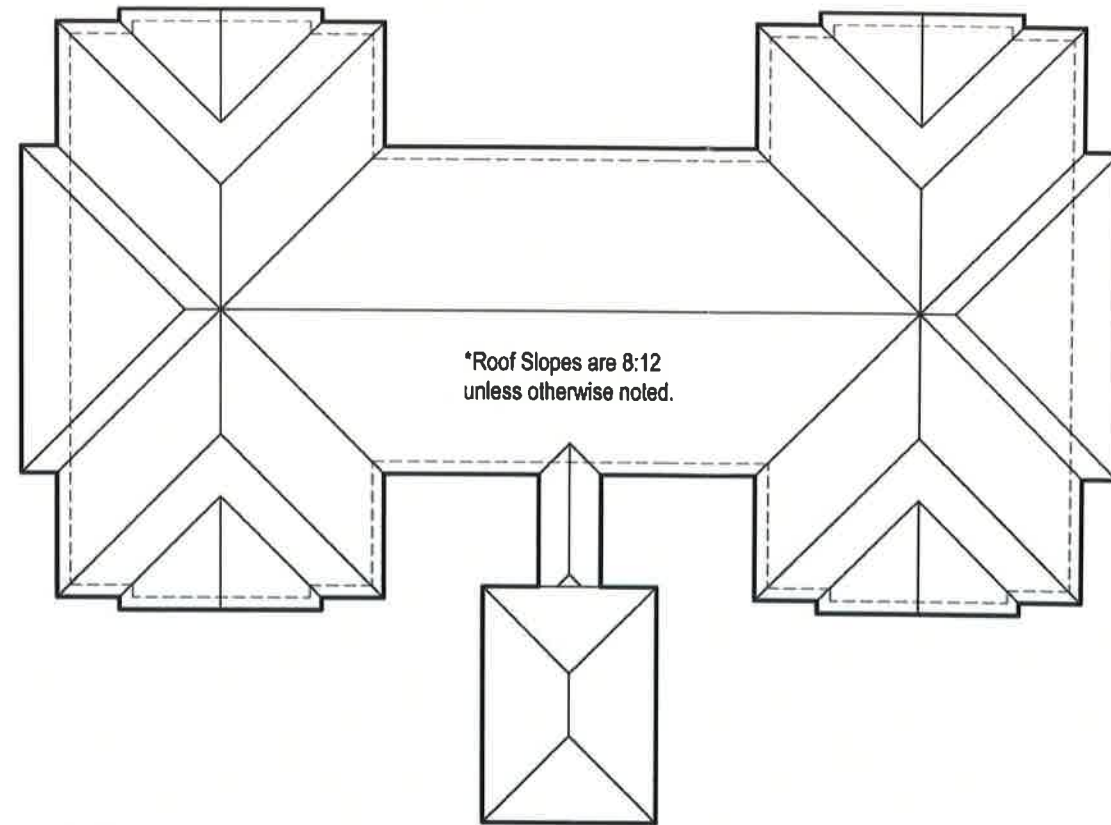
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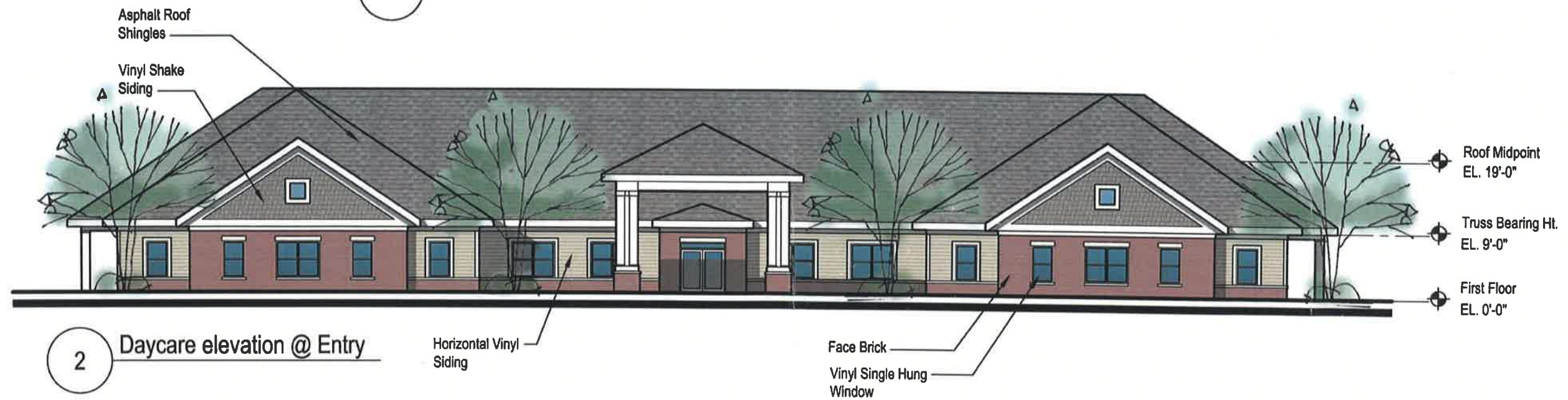
December 2, 2016
SCALE: 1/16" = 1'-0"
0' 8' 16' 32'

Wallick Communities
6880 Tussing Rd.
Reynoldsburg, Ohio 43068

A-4



1 Roof Plan Key
Elevation @ Entry



2 Daycare elevation @ Entry

DAYCARE ELEVATION

Key Risk Indicators:

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

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

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

Job & Revenue Creation:

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

Contribution to Future Economic Development:

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

Enhancing Connectivity & Pedestrian Safety:

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

Contribution to Franklin County Consolidated Plan:

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

Key Risk Indicators:

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

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

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

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

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

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

Connectivity, Pedestrian Mobility & Safety:

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

Improved Landscaping and Building Appearance:

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

Key Risk Indicators:

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

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

Market Demand:

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

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

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

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

Existing Housing Options:

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



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

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

050'100'

A-1

February 6, 2017rdla: #16170COPYRIGHT © 2016



Site Context 1

Site Context 2



Site Context 3

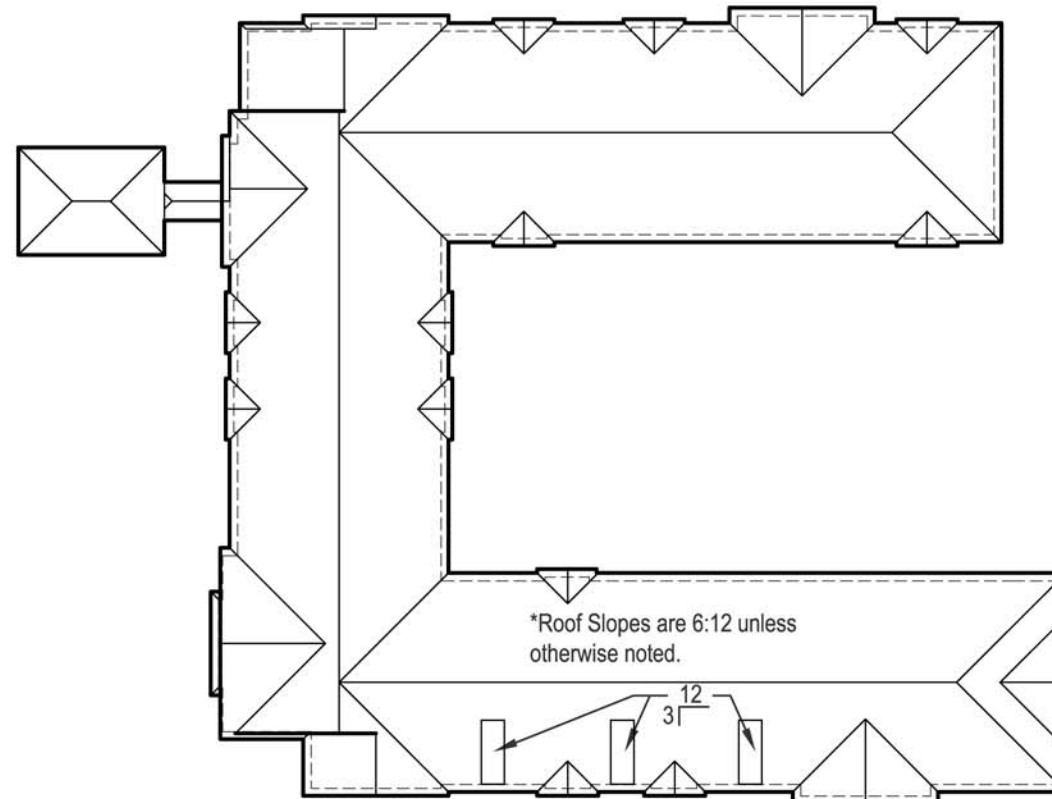


SITE CONTEXT

A-2



1 Elevation @ Porte-Cochere



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

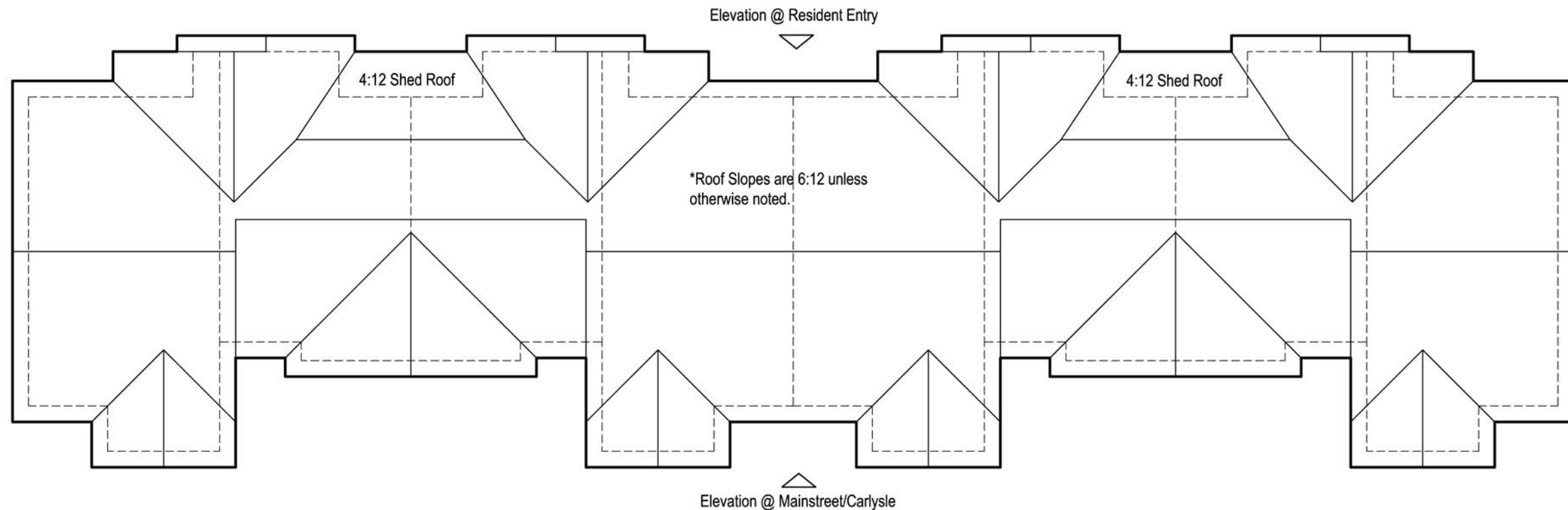


2 Assisted Living Elevation @ E. Main St.

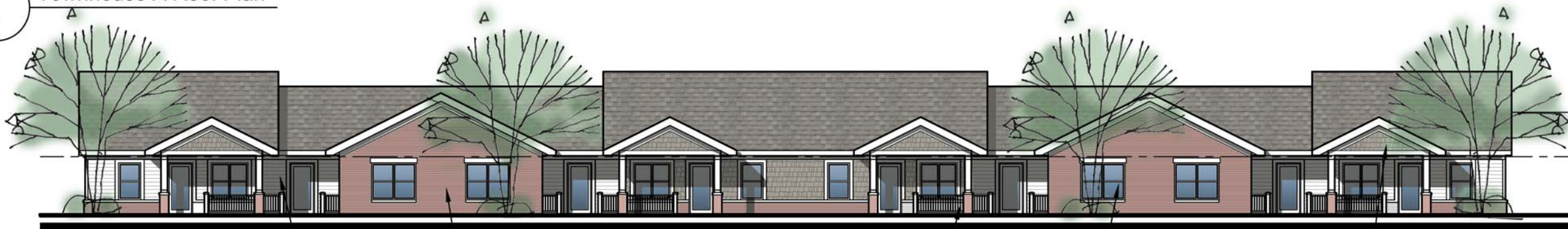
- Roof Midpoint
EL. 37'- 8"
- Truss Bearing Ht.
EL. 29'- 4 7/8"
- First Floor
EL. 21'- 4 3/4"
- First Floor
EL. 11'- 8 7/8"
- First Floor
EL. 0'-0"

ASSISTED LIVING ELEVATION

A-3



1 Townhouse A Roof Plan



Roof Midpoint
EL. 14'-0"

Truss Bearing Ht.
EL. 8'-0"

First Floor
EL. 0'-0"

2 Townhouse A Elevation
@ Mainstreet/Carlyle



Roof Midpoint
EL. 14'-0"

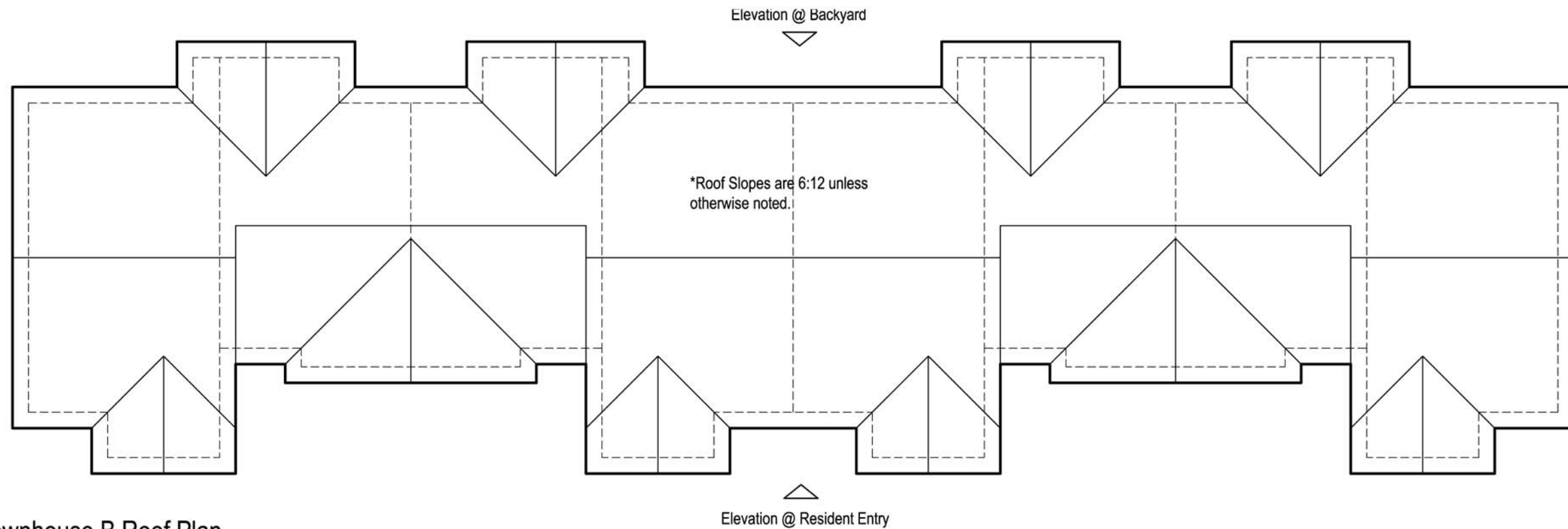
Truss Bearing Ht.
EL. 8'-0"

First Floor
EL. 0'-0"

3 Townhouse A Elevation
@ Resident Entry

December 2, 2016

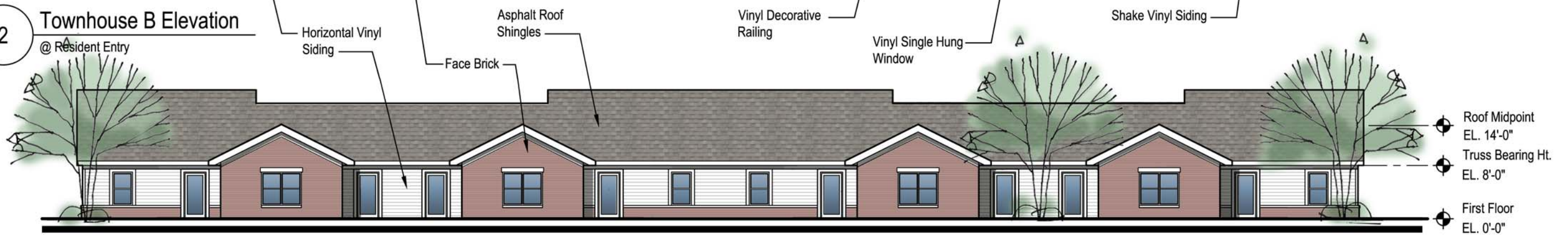
A-4



1 Townhouse B Roof Plan

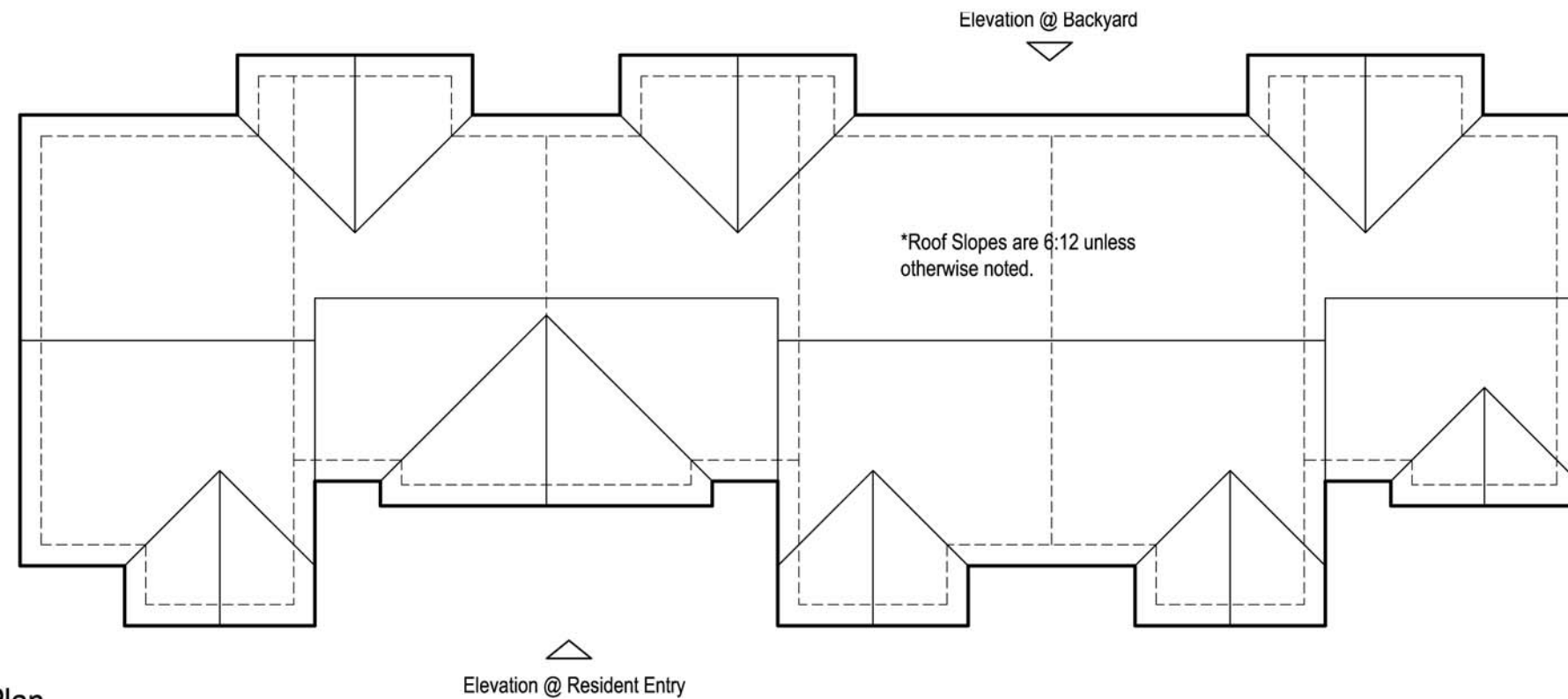


2 Townhouse B Elevation @ Resident Entry



3 Townhouse B Elevation @ Backyard

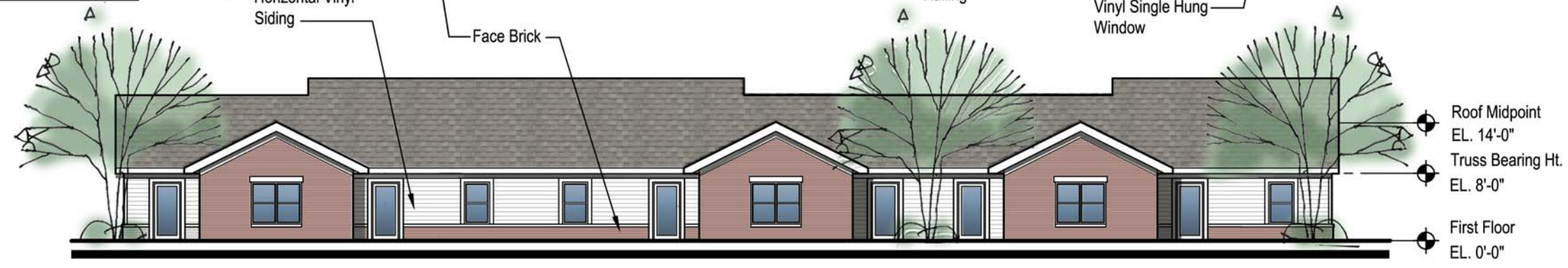
A-5



1 Townhouse C Roof Plan

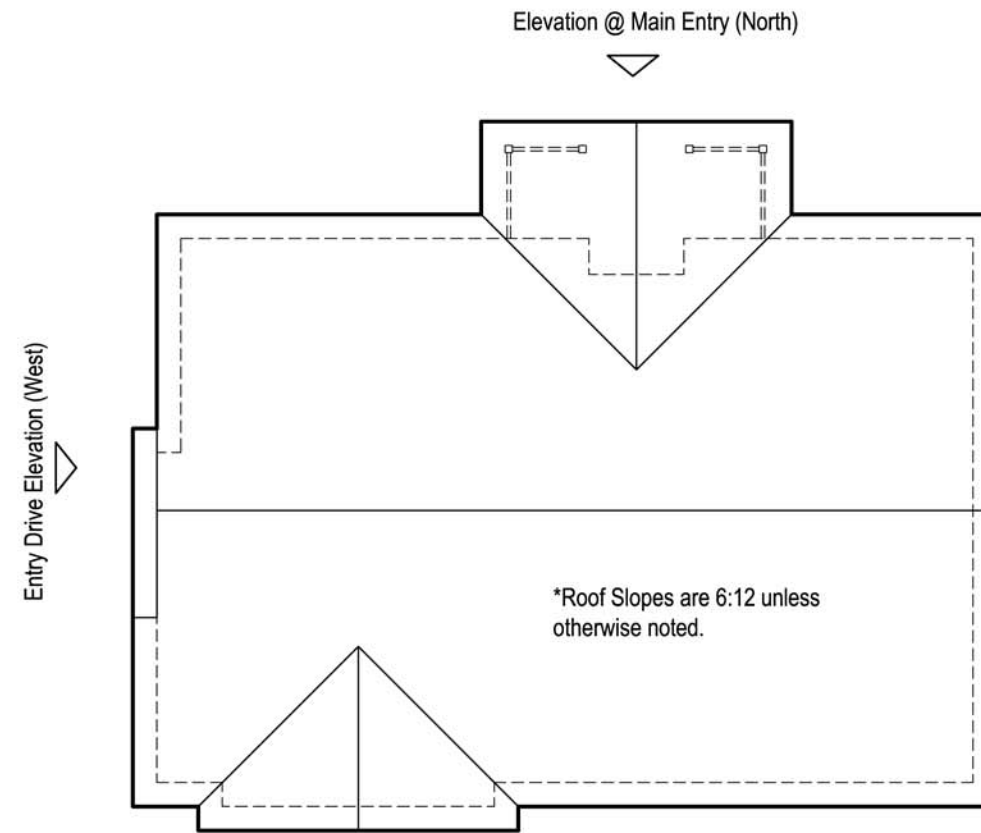


2 Townhouse C Elevation @ Resident Entry

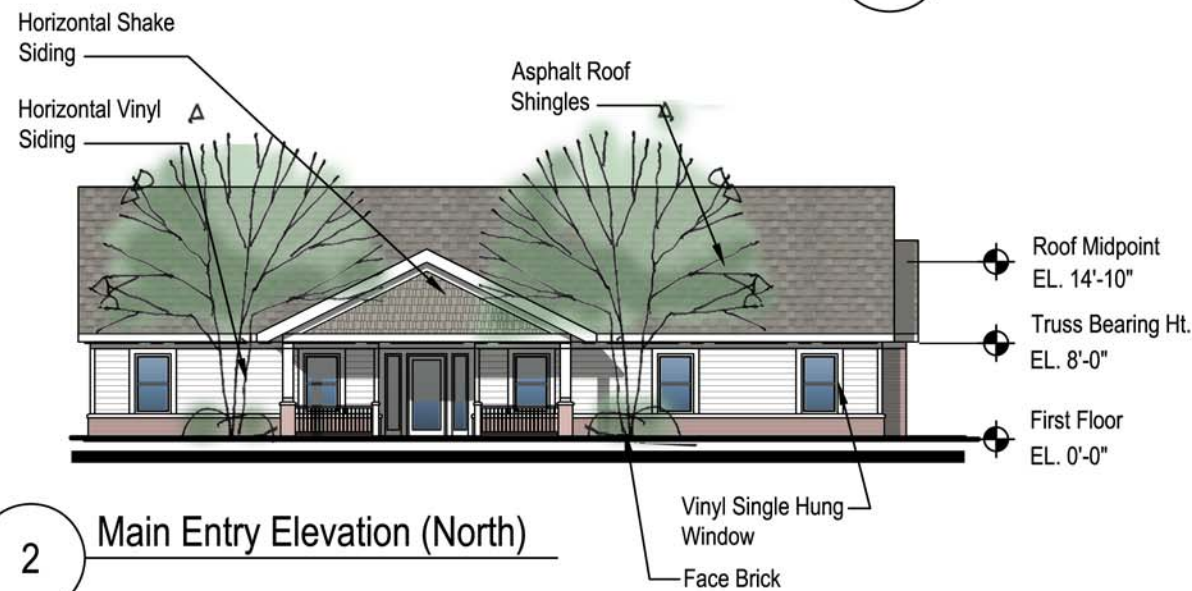


3 Townhouse C Elevation @ Backyard

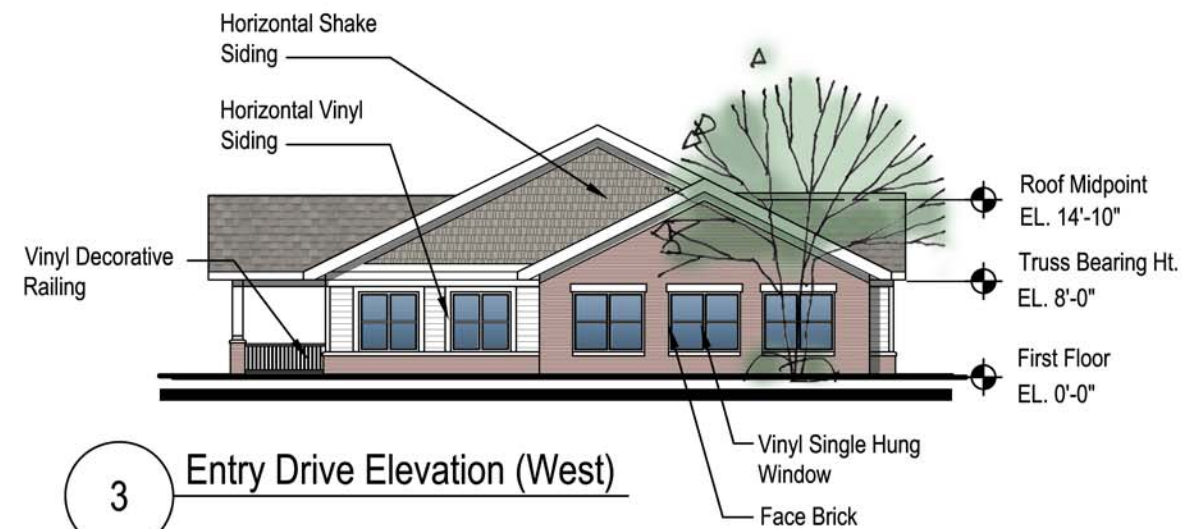
A-6



1 Clubhouse Roof Plan



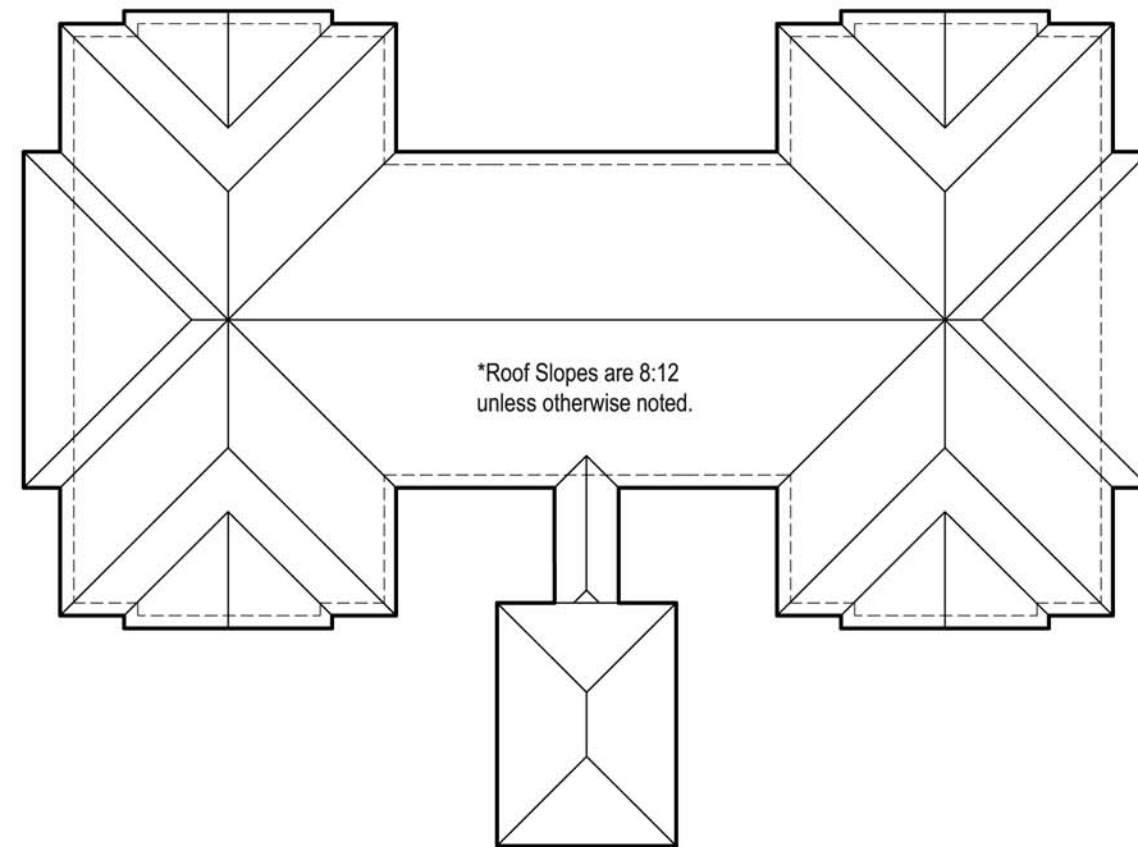
2 Main Entry Elevation (North)



3 Entry Drive Elevation (West)

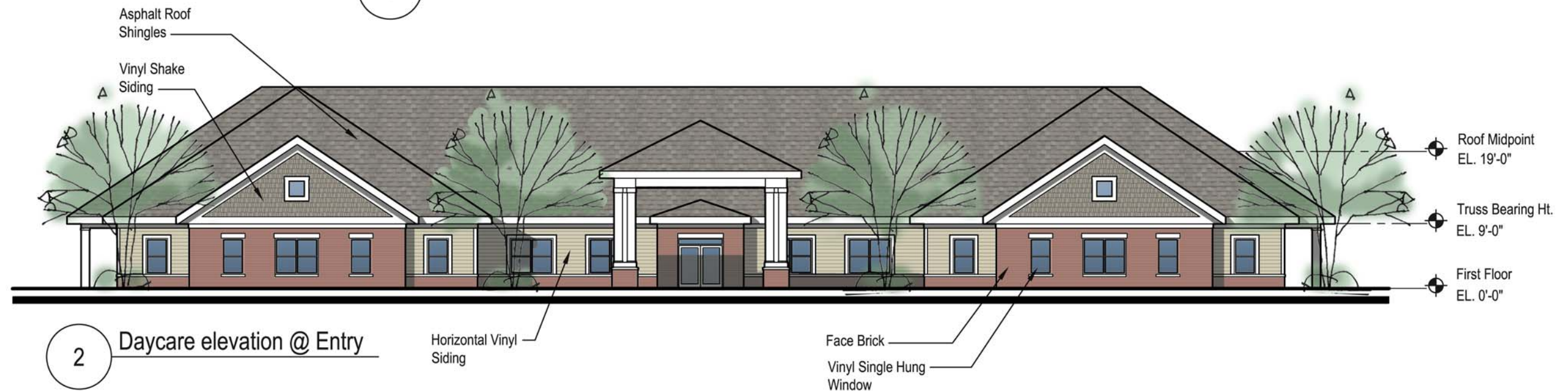
Clubhouse Elevations

A-7



1 Roof Plan Key

Elevation @ Entry



2 Daycare elevation @ Entry

DAYCARE ELEVATION

A-8

February 06, 2017

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REYNOLDSBURG SENIOR HOUSING

Attachment: 20170206 Wallick Rezoning Revised Plans (15-17 : Rezoning 176120 0 E Main St Wallick)

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

DATE: **March 13, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO LEASE AGREEMENT WITH DOCUMENT
SOLUTIONS FOR REPLACEMENT COPIER FOR POLICE
DEPARTMENT. (First Reading 2/27/2017).

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

Monthly Lease Price: \$366.97

Length of Term: 60 Months

Whom it may concern,

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


Salesman


Division President

Client



A Proposal For: Reynoldsburg Police Department

By: Dan Lamatrice



TOTAL **GREEN** DOCUMENT SOLUTIONS

Proposed Solution: Canon imageRUNNER 4545i

Key Features:

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



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

Maintenance: Included in Lease

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

Quote Terms:

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



TOTAL **GREEN** DOCUMENT SOLUTIONS

HIGH QUALITY, EFFICIENT OPERATION, SPACE-SAVING DESIGN

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

Print up to 51 ppm in black and white

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

Print up to 11" x 17"

6,330-sheet maximum paper capacity



Workflow Efficiency

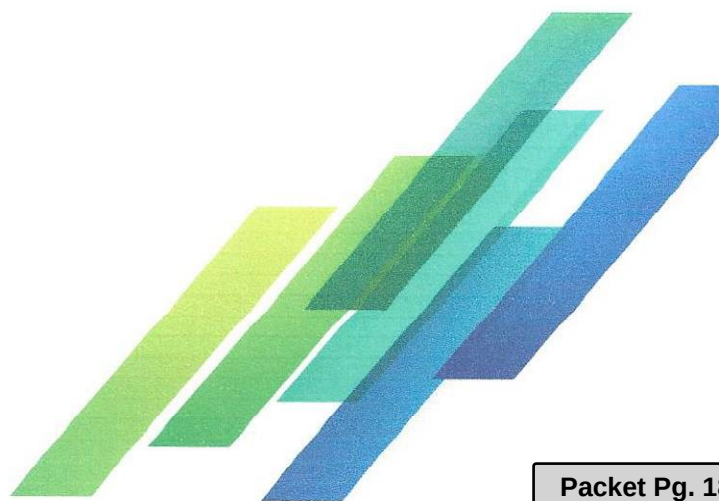
- An intuitive user interface with a large, responsive, color touch-screen with smartphone-like usability helps make it easy to carry out tasks.
- My ADVANCE enables users to have a unique, customized experience that's tailored to their specific workflow needs. Settings, such as display language, initial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

Security²

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

Cost Management

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



Device and Fleet Management

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

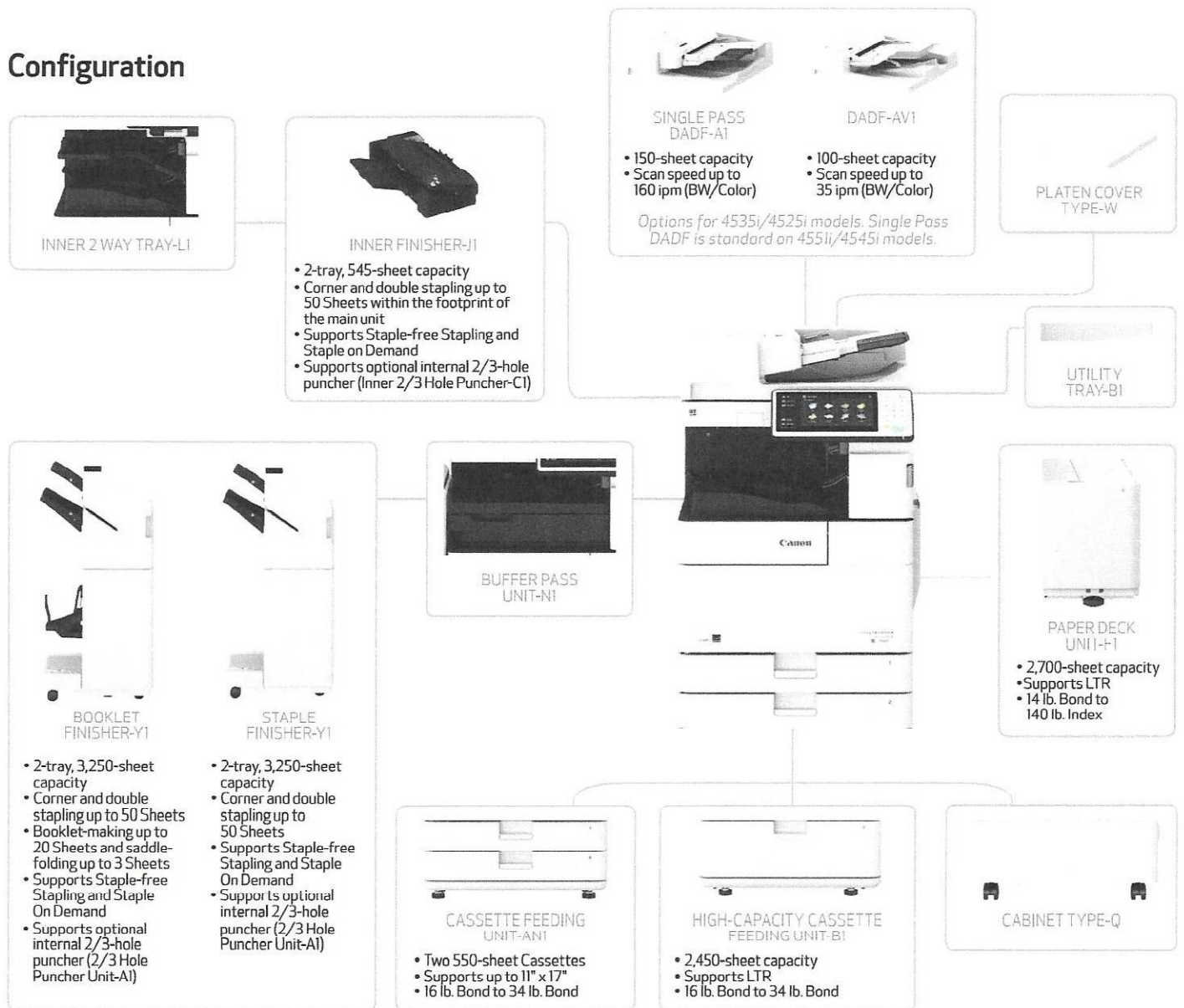
Quality and Reliability

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

Sustainability

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

Configuration



Not Shown

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

Main Unit

Type

Monochrome Laser Multifunctional

Core Functions

Standard: Print, Copy, Scan, Send, Store

Optional: Fax

Processor

Canon Dual Custom Processor (Shared)

Control Panel

10.1" TFT LCD WSVGA Color Touch-panel

Memory: 3.0 GB RAM

Hard Disk Drive

Standard: 250 GB/Maximum: 1 TB

Print Resolution: 1200 dpi x 1200 dpi

Interface Connection

Network

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

Optional: NFC, Bluetooth

Others

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

Optional: Serial Interface, Copy Control Interface

Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,180 Sheets

Maximum: 6,330 Sheets

Paper Sources (LTR, 20 lb. Bond)

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

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

Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,350 Sheets (with External Finishers)

Finishing Capabilities

Standard: Collate, Group

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

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

Supported Media Types

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

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

Supported Media Sizes

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

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

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

Supported Media Weights

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

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

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

Duplexing:

From Power On: 24 Seconds or Less

From Deep Sleep Mode: 10 Seconds or Less

Quick Startup Mode: 4 Seconds⁷

Dimensions (W x D x H)

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

Installation Space (W x D)

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

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

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

Weight: Approx. 240.7 lb. (109.2 kg)⁹

Print Specifications

Print Speed

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

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

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

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

Standard Page Description Languages

UFR II, PCL[®] 6, Adobe[®] PS[®] 3

Direct Print

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

Supported File Types for Direct Print

PDF, TIFF, JPEG, EPS, XPS

Fonts

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

PS fonts: 136 Roman

Operating System¹³

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

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

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

Copy Specifications

Copy Speed

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

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

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

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

First-Copy-Out Time (Letter)

455Li: As fast as 3.7 seconds

4545i/4535i: As fast as 3.8 seconds

4525i: As fast as 5.2 seconds

Copy Resolution

Reading: Up to 600 dpi x 600 dpi

Printing: 1200 dpi x 1200 dpi

Multiple Copies: Up to 999 copies

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

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

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

Basic Copy Features

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

Special Copy Features

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

Scan Specifications

Type

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

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

Document Feeder Paper Capacity

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

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

Document Feeder Supported Media Sizes

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

Document Feeder Supported Media Weights

Single Pass DADF-AI

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

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

DADF-AVI

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

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

Platen Acceptable Originals

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

Pull Scan

Color Network ScanGear2 for both Twain and WIA

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

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

Scan Resolution

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

Scan Speed (Letter)

Single Pass DADF-AI

Single-sided Scanning (BW):

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

Single-sided Scanning (Color):

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

Double-sided Scanning (BW):

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

Double-sided Scanning (Color):

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

DADF-AVI

Single-sided Scanning (BW/Color):

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

Double-sided Scanning (BW):

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

Double-sided Scanning (Color):

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

Send Specifications

Destination

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

Address Book

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

Send Resolution

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

Communication Protocol

File: FTP, SMB v3.0, WebDAV

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

File Format

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

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

Universal Send Features

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

Fax Specifications

Maximum Number of Connection Lines: 4

Modem Speed

Super G3: 33.6 Kbps
G3: 14.4 Kbps

Compression Method: MH, MR, MMR, JBIG

Resolution

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

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

Fax Memory: Up to 30,000 pages

Speed Dials: Max. 200

Group Dials/Destinations: Max. 199 dials

Sequential Broadcast: Max. 256 addresses

Memory Backup: Yes

Fax Features

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

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

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

Advanced Box

Communication Protocol: SMB or WebDAV

Supported

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

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

Advanced Box Available Disk Space

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

Advanced Box Features:

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

Memory Media

Standard: USB

Security Specifications**Authentication**

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

Optional: uniFLOW

Data

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

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

Network

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

Document

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

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

Environmental Specifications**Operating Environment**

Temperature: 50 to 86°F

Humidity: 20 to 80% RH (no condensation)

Power Requirements

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

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

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

Plug (Main Unit)

NEMA 5-15P

Power Consumption

Maximum: Approx. 1.5 kWh

Standby: Approx. 38 W

Sleep Mode: Approx. 0.9 W¹⁴

Typical Electricity Consumption (TEC) Rating:

455li: 2.5 kWh 4545i: 2.2 kWh

4535i: 1.8 kWh 4525i: 1.0 kWh

Standards

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

Consumables

Toner: GPR-57 Toner BK

Toner Yield (Estimated @ 6% Coverage)

Black: 42,100 Images

Footnotes

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

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

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

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

⁵ Booklet Finisher-Y1 only.

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

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

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

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

¹⁰ PDF print from Web sites is supported.

¹¹ Requires the optional PCL International Font Set-A1.

¹² Requires the optional Barcode Printer Kit-D1.

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

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

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0205W713

1216-IRA45xxSS5-12M-DIH



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

13.c.a

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

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

CUSTOMER INFORMATION

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

EQUIPMENT WITH INDEPENDENT MINIMUMS

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

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

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

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

TERM AND PAYMENT SCHEDULE

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

END OF AGREEMENT OPTIONS

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

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

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

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

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

X

PRINT NAME OF GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification 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.



Sales and Use Tax Blanket Exemption Certificate

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

Document Solutions, A Division of Modern Office Methods

(Vendor's name)

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

Government

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

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

City Auditor

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

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

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

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

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

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

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

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

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

Modern Office Methods, Inc. dba Document Solutions

Lessor

Signature

Title

Date

City of Reynoldsburg Police Department

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, dated _____, between _____, as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

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

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

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

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Addendum - Client Asset Pick-up Authorization

Company	Address	City St Zip
Contact	Phone	eMail

[illegible]

Addendum - Pre-Installation Site Survey

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

[illegible]

Machine Removal Information

Hard Drive Security

- ☒ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- ☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- ☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____

Title: _____

Date: _____

HD Security Terms & Conditions Acceptance

Client Asset Pick-up Authorization

- ☐ **"Remove" & Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- ☒ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- ☐ **"Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name _____

Signature _____

Requested Return Date: ____ / ____ / ____

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Canon iR4045	Serial #	HRN08026	Location	7240 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"

Asset(s) To Be Relocated

Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

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

Site Survey

General									
Company	City of Reynoldsburg Police Department			Contact	Cheryl Kristy			Order #	
Address	7240 E main St			Phone #	614-322-6932			Sales Rep Dan Lamatrice	
City St Zip	Reynoldsburg ohio 43068			e-Mail	ckristy@reypd.com			Date 2/6/2017	
Delivery Information									
Model	Canon iR4545i			Steps	☐	Model			
Location	7240 E main st			Elevator	☐	Location			
IP Address	☐ 115v/15a ☐ 115v/20a ☐ 220v/20a			Dock	☐	IP Address	☐ 115v/15a ☐ 115v/20a ☐ 220v/20a		
Model				Steps	☐	Model			
Location				Elevator	☐	Location			
IP Address	☐ 115v/15a ☐ 115v/20a ☐ 220v/20a			Dock	☐	IP Address	☐ 115v/15a ☐ 115v/20a ☐ 220v/20a		
Connectivity & Software									
IT Contact				☐ Hot Swap		☐ User Codes ☒ Scan to Email ☐ Fiery / Creo			
IT Phone				☐ Demo Unit		☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer			
IT Email						☐ Fax Forward ☐ PPDM ☐ PS for Macs			
☒ Internal ☐ Outsourced ☐ None									
Who will be networking the equipment?				Is there a network drop available within 5 feet of the machine?					
☒ MOM ☐ Client ☐ Not Connected				☒ Yes ☐ No					
				Is there a fax line available within 5 feet of the machine?					
				☒ Yes ☐ No					
Modern Office Methods would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.									
☒ DCA Already Installed ☐ DCA Install Approved									
Network Services & Installation Rates Charge					Software Acknowledgement & Release				
Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these					Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.				
Connectivity Warranty									
Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.									
Client Responsibilities									
Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.									
- Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training.									
Signature _____ Network Installation Terms & Conditions Acceptance					Date _____				
Post-Installation Training									
☒ Yes ☐ No									
Key Operator Contact	Cheryl Kristy			Phone #	614-322-6932			e-Mail	ckristy@reypd.com
Special Instructions									

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

DATE: March 13, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION
905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN OF
CHAPTER 905 STREETS GENERALLY; AND SECTION 917.02
PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT
OF CHAPTER 917 DRIVEWAYS. (First Reading 2/27/2017).**

Please see attached document for memo and proposed text amendments.

TO: Members of the City Council

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Public Services Code

DATE: December 15, 2016

Council Members:

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

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

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

Respectfully,

Eric Snowden
Planning & Zoning Administrator

CC: Dan Havener,
Bill Sampson
John Paszke

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

905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN.

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

917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT.

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

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

DATE: **March 13, 2017****TO:****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.04
SPECIFICATIONS, PERMIT FEE OF CHAPTER 913 PRIVATE
ROADWAYS AND SECTION 1127.09 UNDERGROUND ELECTRIC
AND TELEPHONE LINES OF CHAPTER 1127 STANDARDS. (First
Reading 2/27/2017).

See the attached document for details of proposed text amendment.

913.04 SPECIFICATIONS; PERMIT FEE.

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

1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES.

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

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

DATE: **March 13, 2017****TO:** **Safety Committee****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 741.01
SALES AND 741.05 WAIVER OF CHAPTER 741 SOLICITORS.
(Second Reading 2/27/2017).

Please see attached document for proposed text amendments.

741.01 SALES.

No person or organization shall sell, offer for sale, or solicit orders for any goods, property, merchandise, periodicals or services by going from door to door within the City unless such person or organization has first registered with the ~~Safety~~Service Director in accordance with Section 741.03 and obtained the permit described in Section 741.04.

741.05 WAIVER.

(c) If the application for a waiver is denied, the applicant may appeal the Service Director's denial to Council. Reversal of the ~~Safety~~/Service Director's denial and granting a waiver requires a two-thirds vote of the entire Council.

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

ORDINANCE REQUEST

DATE: **March 13, 2017**

TO: **Finance Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: SECTION 160.02
“AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND
PAY GRADE” Subsection (f) “Police Department”; of CHAPTER 160
EMPLOYEE COMPENSATION. (Second Reading 2/27/2017).

Request authorization to change Chapter 160.02(f) Police Department - please see attached

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

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

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	9
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	14
Grounds Superintendent	1	Classified	14
Parks Maintenance –Crew Leader	1	Classified	11
Parks Maintenance	2	Classified	2
Horticulturist	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(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
Support Services Supervisor	1	Classified	16
Property Room Clerk	2 1 p/t	Classified	7
Property Room Clerk	1	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	25
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Custodian	2	Classified	5
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14

Administrative Assistant	1	Classified	11
Code Compliance Officer	2	Classified	6

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



Reynoldsburg Division of Police
 7240 East Main Street
 Reynoldsburg, Ohio 43068
 (614) 866-6622
 (614) 322-6926 (fax)

INTER-OFFICE COMMUNICATION

.....

Date: January 13, 2017

To: Mayor Brad McCloud

From: Chief Jim O'Neill

Subject: Cost Comparison

.....

Sir,

See the table below for the comparison associated with a proposed change in staffing of the police property room with one full-time clerk and one 20-hour clerk replacing the current staffing of two $\frac{3}{4}$ positions (30 hours/week).

The annual salary/benefits cost associated with the proposed change is as follows:

20 hour a week employee = 1040 hours per year

Salary at \$16.0058 =	\$16,646.03
OPERS 14% of salary =	\$2,330.44
Medicare Tax 0.0145% of salary =	\$241.36
Total:	\$19,217.83

40 hour a week employee = 2080 hours per year

Salary at \$18.0058 (\$2.00 increase from current) =	\$37,452.64
Health Care =	\$14,622.96
HSA =	\$4,000.00
Vision =	\$241.08
Dental =	\$1,079.40
OPERS 14% of salary =	\$5,243.28
Medicare Tax 0.0145% of salary =	\$543.05
Life Ins / Short Term / etc =	\$40.00
Total:	\$63,222.41

Overall Total: **\$82,440.24**

The annual salary/benefits cost for continuing the current staffing is as follows:

Two 3/4 –time Clerks working 30 hours/ week = 3120 hours per year

Salary total for both clerks =	\$51,593.00
Health Care =	\$29,245.92
HSA =	\$ 8,000.00
Vision =	\$ 482.16
Dental =	\$ 2,158.80
OPERS (14%) =	\$7,223.02
Medicare Tax (.0145%)	\$722.23
Life Ins.	\$ 80.00
Total:	\$99,505.13

Savings associated with change:

Total Projected with current Staffing =	\$99,505.13
Total Projected with proposed changes =	- \$82,440.24
Projected Savings	\$17,064.89

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

DATE: March 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR
COPIER FOR POLICE DEPARTMENT. (Second Reading 2/27/2017).**

The Reynoldsburg Division of Police is requesting permission to enter into a contract with Document Solutions to replace out of date equipment. Please see the attached contract with Document Solutions. This contract will replace an out of date and out of contract risograph machine that is no longer cost effective for the department to operate.



A Proposal For: Reynoldsburg Police Department

By: Dan Lamatrice

Attachment: Doc Solutions Contract (1646 : Enter into Contract to Replace Risograph)

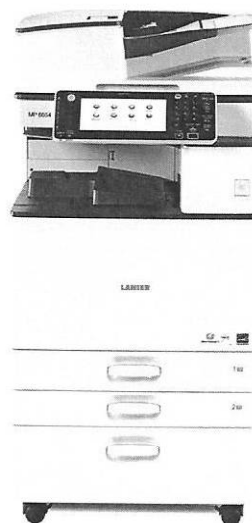


TOTAL **GREEN** DOCUMENT SOLUTIONS

Proposed Solution: Lanier MP4054SP

Key Features:

- Print/Copy/Scan
- Print and copy speed of 40 pages per minute
- 2 - 550-sheet paper cassettes, 100-sheet bypass
- Tandem Large Capacity Tray
1,000 sheets x 2
- Paper size up to 11" x 17"
- A Tiltable, 9" Full Color Control Panel
- 220 - sheet Single Pass Document Feeder
- Energy Star Compliant



Monthly Lease Payment:

~~\$218.00~~ \$206.39

Length of Term

60 Months

Maintenance: Included in Lease

Black Copies/Prints Included:	10,000
Black Copy/Print Overage Charge:	\$.0077

Quote Terms:

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



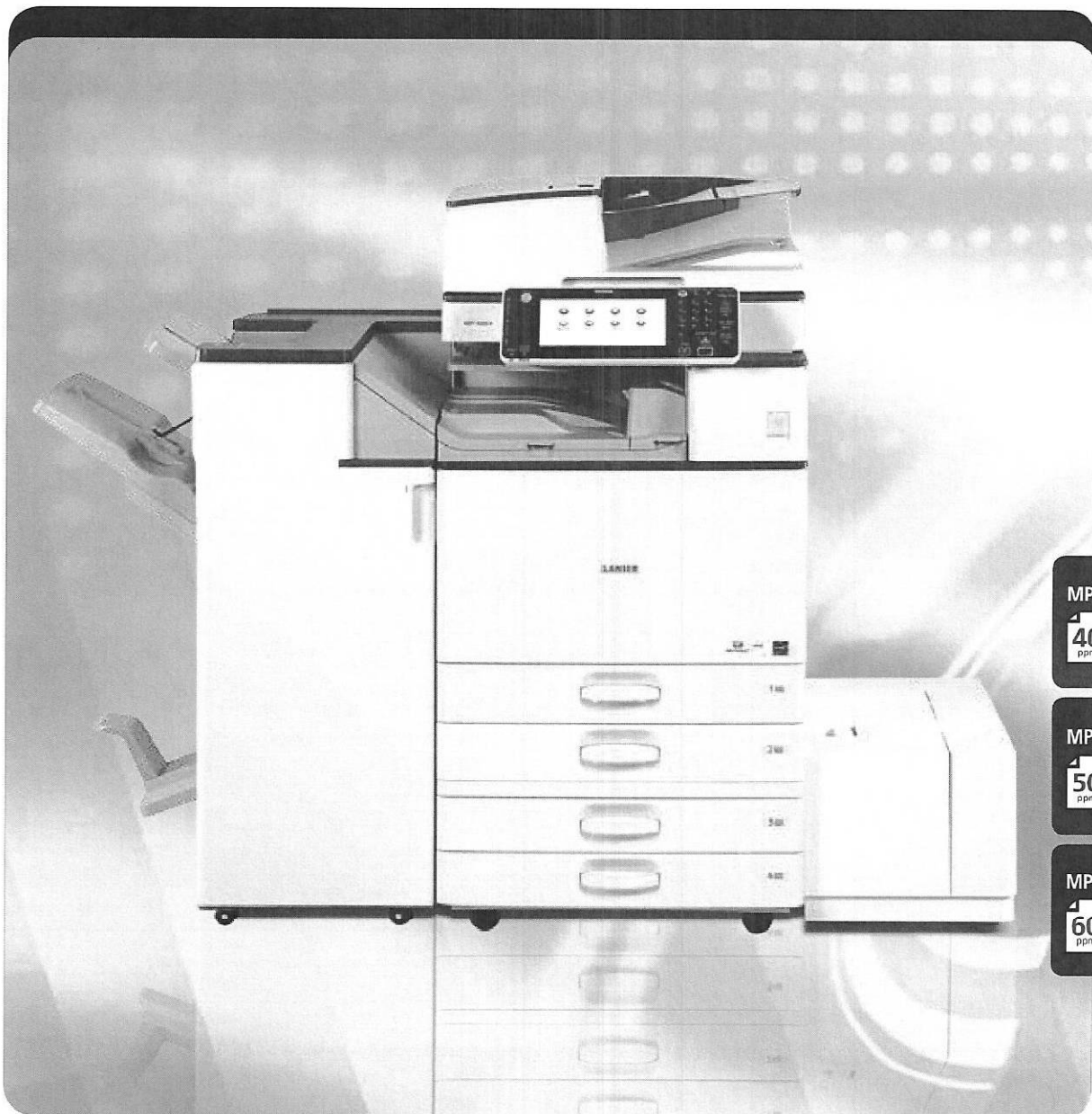
TOTAL GREEN DOCUMENT SOLUTIONS

LANIER

MP 4054
MP 5054
MP 6054

Multifunction B&W

- ✓ Copier
- ✓ Printer
- ✓ Facsimile
- ✓ Scanner



MP 4054
40 ppm monochrome

MP 5054
50 ppm monochrome

MP 6054
60 ppm monochrome

Attachment: Doc Solutions Contract (1646 : Enter into Contract to Replace Risograph)

Manage information — and new opportunities — effortlessly

You're the expert. But what good is having all that information if you can't share it with anybody? With the LANIER™ MP 4054/MP 5054/MP 6054, you can produce and share your best ideas with more people in more locations. Whether you need to print important documents and fax them to a client, scan an invoice to your mailbox or simply copy notes from a morning meeting, you can move information quickly and intuitively from this multifunction device. Create shortcuts for frequent tasks to save time. Use your smartphone to print documents whether you're at your desk, down the hall or out of the office. Take advantage of user authentication tools to ensure key information gets to the right people. You can even monitor user activity and energy consumption remotely, so you know if you're making the right decisions along the way.

- Print up to 60 black-and-white prints/copies per minute
- Use mobile printing to produce documents from anywhere
- Perform more everyday tasks using less space
- Protect documents and intellectual property with user authentication
- Minimize operating costs with energy-saving features



Perform ordinary tasks with extraordinary precision

Improve the way you manage information

Work faster, make better decisions

How quickly can you get information in the hands of those who need it the most? Use the Lanier MP 4054/MP 5054/MP 6054 to transition from one job to the next with ease. With recovery from sleep mode in only 4.9 seconds, you can start moving information almost as soon as you think of it. Use the intuitive, one-touch controls to produce up to 60 black-and-white pages per minute on a wide range of media. Convert paper documents into digital format for faster retrieval and distribution with the standard 220-Sheet Single Pass Document Feeder (SPDF), which scans up to 180 color or black-and-white images per minute. You can also use the optional OCR scanning feature to create PDF files that can be accessed simply by searching for key words in the document.



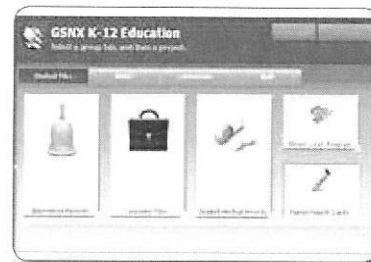
Work from more locations

You never know where your workday will take you. Be ready for anything — from anywhere. Print directly to the Lanier MP 4054/MP 5054/MP 6054 using Lanier HotSpot Enterprise. Use your smartphone to connect to the MFP and print network documents at your convenience and save yourself a long trek back to your desk. You can also bring your work with you via a USB drive or SD card. Simply plug it into the networked MFP and print or scan documents right from the device. With the Smart Device Connector app, you can copy, print, scan and fax directly from your smart device. Simply touch your smart device to the NFC tag on the optional Smart Operation Panel or scan the QR Code to automatically connect to the MFP and access these functions.



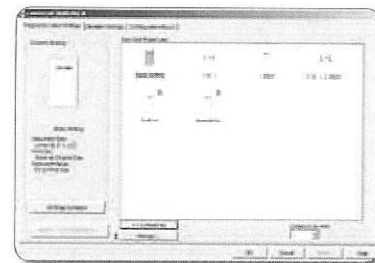
Minimize steps, maximize productivity

Nobody knows your job better than you do — so you know how to make it better. With the Lanier MP 4054/MP 5054/MP 6054, you can customize workflows to simplify how you work. Use icons on the Home Screen as shortcuts to frequently used tasks and skip repetitive steps with a single touch. Take advantage of embedded software like GlobalScan® NX to scan and convert paper documents to digital files quickly so you gain easier access to important information across the enterprise. Add other third-party vendor solutions to simplify content management and other business-critical tasks so you can work with fewer manual touchpoints and minimize errors.



Impress with high-quality documents

Capture the attention of your audience with a wider range of professional-looking documents. It's easy with the icon-driven, preset PCL6 interface driver. With a single click, you can produce eye-catching black-and-white documents at up to 1200 dpi. Print on more types of stocks, including thicker paper, sizes up to 11" x 17" and even envelopes from the standard tray. Plus, you can choose between several automated finishers for end-to-end document production with incredible quality in fewer steps.



Simplify your workday with a wider range of capabilities

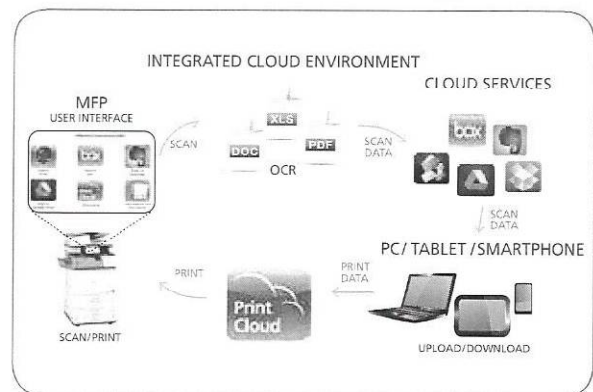
Access key functions conveniently

You use your smartphone or tablet every day because it's convenient and keeps you connected. Now you can say the same about the MFP in your office. With the Lanier MP 4054/MP 5054/MP 6054, you can simplify routine actions like printing, copying, scanning and faxing with the same intuitive drag-and-drop, pinch-and-flick and swipe scrolling you use on your personal devices. Navigate between key functions with ease via the optional 10.1" Wide Super VGA Smart Operation Panel. You'll have fewer steps, so you can access and share information in only moments.



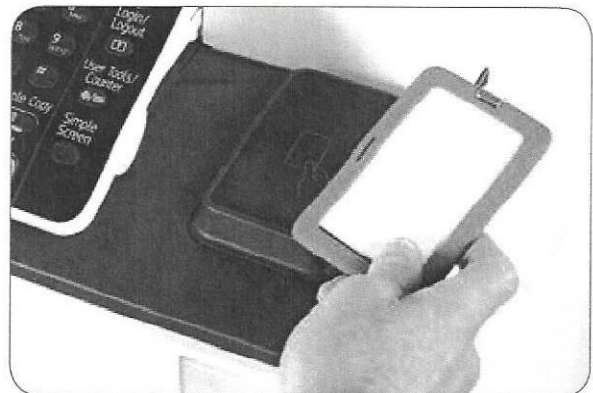
Move information in more ways, from more places

You have enough to do. Let us handle some of it for you. After all, our legacy includes finding fast, affordable ways to automate routine tasks to simplify the way you work. Need to grab an important document to share with an offsite client? Want to share newly captured information with people who may be away from the office? Use the optional Integrated Cloud Environment (ICE) solution to manage information in the Cloud — and be spared expensive servers, equipment and maintenance. Visitors to your office can have the same convenience. They can send emails with attachments directly to the MFP for fast, easy printing without downloading print drivers.



Protect what's most important

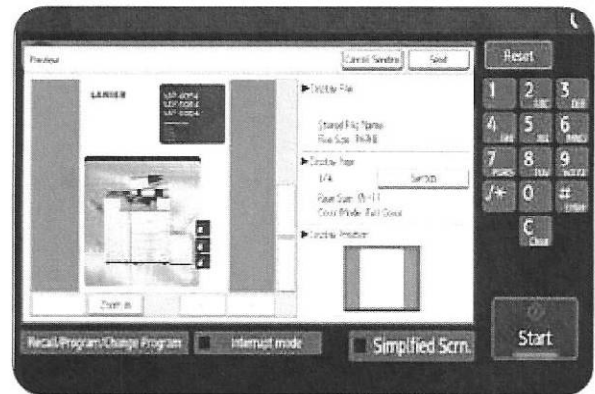
You have something in high demand — information. It's important that you protect it to ensure it gets to the right people. With the Lanier MP 4054/MP 5054/MP 6054, you can store documents at the device for safekeeping. Release them by swiping an authorized ID card at the optional card reader or by entering a passcode on the control panel. Add watermarks to documents and mask copy when unauthorized users try to duplicate them. You can also use PDF encryption to scramble data on confidential PDFs to keep information safe. Worried about information you leave behind? With the DataOverwriteSecurity System (DOSS), images and data on the hard drive are rendered unreadable automatically.



Discover an easier way to handle more types of jobs

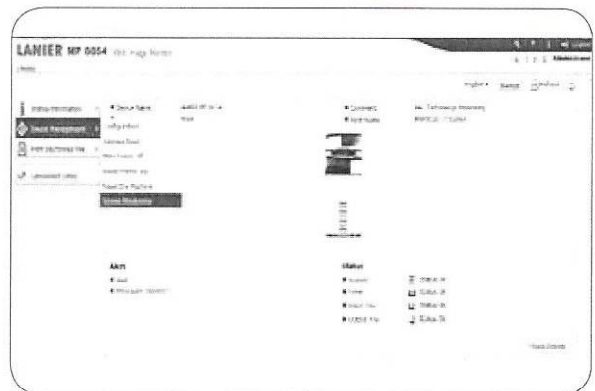
Improve collaboration with digital delivery

You can't predict when you're going to get a great idea. But you can know exactly when the next person gets it. Send important information — including black-and-white or color images and documents — in PDF, TIFF or JPEG formats via Scan-to-File/Folder/URL/FTP/Email without wasting paper or time. You can compress larger or more complex graphics files and send them just as easily without compromising quality. When you need to send contracts, invoices or other paper documents, use Internet Faxing, LAN Faxing or IP Fax for fast delivery. You can even use the Lanier MP 4054/MP 5054/MP 6054 as a conduit for remote faxing and minimize the need for additional phone lines and fax boards.



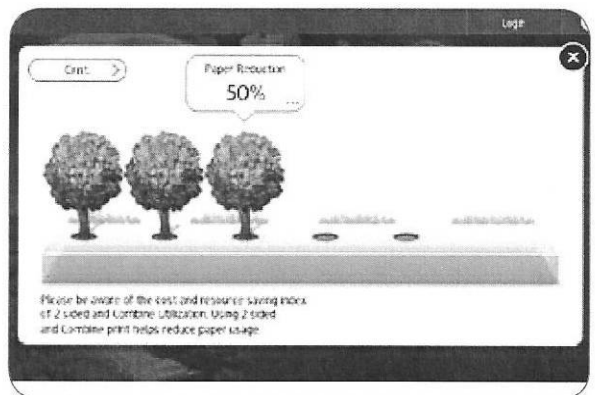
Expedite everyday tasks

You're facing enough challenges. Your office MFP shouldn't be your next one. On other systems, a single paper jam can derail productivity for an entire workgroup before the problem is even discovered. With the Lanier MP 4054/MP 5054/MP 6054, you only need to follow the on-screen animation and LED guide (inside the MFP) and you can trace the source of the problem in moments. Reloading paper is just as easy. Expand capacity to 4,700 sheets with optional paper trays and print for extended runs without interruptions. In addition, you can automate meter reads, access system settings, streamline firmware updates and more — all from the convenience of your desktop — so you can spend more time on core, revenue-generating tasks.



Conserve energy to reduce operating costs

You'll find just the opposite to be true with the Lanier MP 4054/MP 5054/MP 6054. It offers low cost-per-page and best-in-class typical electricity consumption (TEC) values so you can reduce costs while meeting your sustainability goals. With a shorter recovery time of less than 5 seconds from sleep mode, the Lanier MP 4054/MP 5054/MP 6054 keeps up with today's fast-paced business environment. You can program the device to power on or off during specified times to conserve energy for even greater savings. Plus, the device meets EPEAT® Gold* criteria — a global environmental rating system for electronic products — and is certified with the latest ENERGY STAR™ specifications.



Eco-Friendly Indicator Screen as shown on the Smart Operation Panel.

*EPEAT Gold rating is applicable only in the USA.

Streamline document management tasks in small offices and workgroups



Lanier MP 6054 shown with optional One-Bin Tray, 2,000-Sheet Tandem Large Capacity Tray, 1,500-Sheet Side Large Capacity Tray and 3,000-Sheet Stapler Finisher.

- 1 Navigate from job to job easily via the standard, full-color, 9" tiltable LCD control panel featuring a USB/SD card slot and a customizable home screen to link to commonly performed jobs.
- 2 Handle one- and two-sided originals for copying, scanning and faxing efficiently from the standard 220-Sheet Single Pass Document Feeder (SPDF).
- 3 Extend print runs and minimize interruptions with standard 2 x 550-Sheet Paper Trays.
- 4 Accommodate a wide range of paper sizes and types, including poster printing, via the standard 100-Sheet Bypass Tray.
- 5 Use the optional 2,000-Sheet Tandem Large Capacity Tray (shown) to produce large quantities of letter size documents. Other options include a 1 x 550-Sheet Paper Tray, 2 x 550-Sheet Paper Tray, 1,500-Sheet Side Large Capacity Tray (shown) and Cabinet Type F.
- 6 Produce professional documents and minimize outsourcing. The optional 3,000-Sheet Stapler Finisher (shown) accommodates up to 50-sheet document sets with a choice of three single staple positions or a double staple. An optional 2/3-Hole Punch Unit installs inside the finisher. Design your own complete document production solution with other optional finishers, including a 500-Sheet Internal Finisher, 1,000-Sheet Stapler Finisher, 1,000-Sheet Booklet Finisher, and a 2,000-Sheet Booklet Finisher.
- 7 Separate output and simplify document retrieval with an optional 125-Sheet One-Bin Tray (shown) and 250-Sheet Internal Shift-Sort Tray.

Spread your message with professional finished output

You've come up with a great idea. But, you're not finished yet. You have to present it so your audience feels compelled to do something with it. With the Lanier MP 4054/MP 5054/MP 6054, you have a choice of finishers to add a polished, more professional look to your presentations. Each finisher automates cumbersome manual tasks to improve consistency and minimize manual errors — while letting you concentrate on your next big idea.



Finisher	Paper Capacity	Hole-Punch	Saddle Stitch	Supported Systems
SR3130 Internal Finisher	500 Sheets	Optional	N/A	MP 4054/MP 5054
SR3140 Stapler Finisher	1,000 Sheets	Optional	N/A	All
SR3160 Stapler Finisher	3,000 Sheets	Optional	N/A	All
SR3150 Booklet Finisher	1,000 Sheets	Optional	✓	All
SR3170 Booklet Finisher	2,000 Sheets	Optional	✓	All

Engine/Copier Specifications

Scanning Element	One-Dimensional Solid Scanning Through CCD
Printing Process	Twin Laser Beam Scanning & Electrophotographic Printing
Toner Type	Dry, dual component
Copy Resolution	600 x 600 dpi
Maximum Copy Quantity	Up to 999
First Page Out Time	4 Seconds for MP 4054 2.9 Seconds for MP 5054/MP 6054
Warm-Up Time	14 seconds with Standard Operation Panel
Recovery Time From Sleep Mode	4.9 seconds
Memory	2 GB RAM + 320 GB HDD (Shared)
Original Type	Book/Sheet/Object
Maximum Original Size	Up to 11" x 17"
R&W Print Speed (Letter/A4)	MP 4054: 40 prints/minute MP 5054: 50 prints/minute MP 6054: 60 prints/minute
Power Source	120V/60Hz/17A
Typical Electricity Consumption (TEC)**	MP 4054: 1.5 kWh/week MP 5054: 2.2 kWh/week MP 6054: 2.6 kWh/week
Standard Paper Capacity	1,200 sheets (550 sheets x 2 trays, and 100-Sheet Bypass Tray)
Maximum Paper Capacity	4,700 sheets (w/Tandem LCT + Side LCT)
Supported Paper Types	Plain Paper, Transparencies*, Letterhead, Color Paper, Pre-Punched Paper, Labels*, Envelopes, Cardstock, Recycled, Preprinted Paper, Bond Paper
Supported Paper Sizes	Bypass Tray: 5.5" x 8.5" – 12" x 18" (A6 – A3) Tray 1 & 2: 5.5" x 8.5" – 11" x 17" (A6 – A3)

Supported Paper Weights

	Tray 1 & 2: 16 – 80 lb. Bond (60 – 300 g/m ²)
Standard Output Capacity	500 sheets
Maximum Output Capacity	3,625 sheets (Bridge Unit + 1 Bin + 3,000-Sheet Finisher)
Document Feeder Type	Single Pass Document Feeder (SPDF)
Document Feeder Original Size	5.5" x 8.5" – 11" x 17" (A5 – A3)
Document Feeder Paper Weight	Simplex: 11 – 34 lb. Bond (40 – 128 g/m ²) Duplex: 14 – 34 lb. Bond (52 – 128 g/m ²)
Document Feeder Capacity	220 sheets
Preset Reduction & Enlargement Ratios	25%, 50%, 65%, 73%, 78%, 85%, 93%, 100%, 121%, 129%, 155%, 200%, 400%
Zoom Range	25% to 400% in 1% increments
Standard Features	Auto Paper Select, Auto Tray Switch,

Dimensions (WxDxH) (includes SPDF)

Weight
*Bypass Tray only
**Typical electricity consumption by ENERGY STAR program

23.1" x 26.8" x 37.9"
(587 x 680 x 963 mm)
163.1 lbs., 74 kg

Print Specifications (Standard)

Processor Speed	533MHz
Connection Type	Standard: 10Base-T/100/1000Base-TX Ethernet, USB2.0 Type A (2 ports on back of device, 1 port on Operation Panel), SD slot on Operation Panel, USB2.0 Type B
Optional: IEEE 802.11a/b/g/n Wireless LAN, USB Device Server (second NIC), & IEEE 1284 Parallel	
Network Protocols	TC/PPP (IPv4, IPv6), IPX/SPX*
Supported Operating Systems	Windows Vista/7/8/XP, Windows Server 2003/2003R2/2008/2008R2/2012/2012R2; Netware* 6.5 or later, Unix Filters for Sun Solaris, HP-UX, SCO OpenServer, Red Hat Linux, IBM AIX, Mac OS X 10.6 or later, SAP R/3, NDPS Gateway, IBM iSeries/AS/400* using OS/400 Host Print Transform, Citrix Presentation Server 4.5/Citrix Xen App 5.0, 6.0, 6.5
Device Management Utilities	Web Image Monitor, Embedded @Remote, @Remote Office Appliance, @Remote Enterprise Pro, Device Manager NX Lite and Accounting, Device Manager NX Pro and Enterprise, @Remote Connector NX
Printer Languages	Standard: PCL5e/6, Optional: Adobe PostScript 3*, IPDS & XPS
Print Resolution	Up to 1200 x 1200 dpi
Font Support	PCL5e/6: 45 Scalable Fonts, 13 International Fonts PS3: 136 Roman Fonts (optional) IPDS: 108 Roman Fonts (optional) Sample/Locked/Hold/Store/Print
Standard Features	*Requires optional SD Card for Netware

Lanier MP 4054/MP 5054/MP 6054

SYSTEM SPECIFICATIONS

Scan Specifications (Standard)

Scan Speed (B&W & Full Color)	110 ipm Simplex/180 ipm Duplex (Letter, A4)
Scan Resolution	Color & B/W: Up to 600 dpi I/MAIN: Up to 1200 dpi Up to 11" x 17"
Platen Size	Standard: 10Base-T/100/1000BaseTX Ethernet
Connection Type	Optional: IEEE 802.11a/b/g/n Wireless LAN TCP/IP, NCP*, SMB, SMTP, POP, FTP, IMAP4 Single and Multi-Page TIFF/PDF, High-Compression PDF, PDF/A and Single-Page JPEG
Standard Features	Embedded Scan-to-Email/Folder/URL, Scan-to-USB/SU, I/MAIN and Color Scanning

*Requires optional SD Card for Network

Fax Specifications (Option)

Fax Option Type M12

Circuit	PSTN, PBX
Compatibility	ITU-T G3
Resolution	200 x 200/100 dpi 400 x 400 dpi (optional)
Compression Method	MH, MR, MMR, JBIG
Scanning Speed (LEF)	Up to 68 ppm (Letter/A4)
Modem Speed	33.6 Kbps with auto fallback
Transmission Speed	G3: 3 seconds per page (MMR Compression) G3: 2 seconds per page (JBIG Compression)
SAF Memory	4 MB standard/60 MB maximum 320 pages/4,800 pages
Max Auto Dials	2,000
Group Dials	100 (max. 500 numbers per group)
Standard Features	Dual Access, Duplex Reception, Image Rotation, 1 Hour Backup, LAN-Fax Capability, Internet Faxing (T.37), IP Faxing (T.38), Fax Forwarding to E-Mail/HDD/Folder
Optional Features	Simultaneous Operation of up to 3 lines (G3 x 3)

Security Features (Standard)

DOSS, HDD Encryption, S/MIME, IPsec Communication, Locked
Print Password Encryption, Address Book Encryption, SSL, User
Authentication, Quota Setting/Account Limit, SNMP v3, SMTP
over SSL and PDF encryption

Optional Hardware Accessories

Paper Handling & Cabinet Options

One-Tray Paper Bank (PB3150) ^{1,5}	
Paper Capacity	550 sheets x 1 tray
Supported Paper Sizes	5.5" x 8.5" to 11" x 17" (A5 – A3)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	23.1" x 27" x 4.7" (587 x 685 x 120 mm)
Iwo-Tray Paper Bank (PB3220) ¹	
Paper Capacity	1,100 sheets (550 sheets x 2 trays)
Supported Paper Sizes	5.5" x 8.5" to 11" x 17" (A5 – A3)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	23.1" x 27" x 9.7" (587 x 685 x 247 mm)
Tandem Large Capacity Tray (PB3230) ¹	
Paper Capacity	2,000 sheets (1,000 sheets x 2)
Supported Paper Sizes	8.5" x 11" (A4)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	23.1" x 27" x 9.7" (587 x 685 x 247 mm)
Side Large Capacity Tray (RT3030) ⁴	
Paper Capacity	1,500 sheets
Supported Paper Sizes	8.5" x 11" (A4)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	13.4" x 21.4" x 11.4" (340 x 545 x 290 mm)
Cabinet Type F ¹	
Dimensions (WxDxH)	23.1" x 26.7" x 10" (586 x 679 x 256 mm)
Weight	Less than 29.3 lbs. (13.25 kg)

Output Trays & Finisher Options

Internal Shift-Sort Tray (SH3070) ²	
Paper Capacity	250 sheets (8.5" x 11" or smaller) (A4 – A5) 125 sheets (8.5" x 14" or larger) (B4 – A3)
Supported Paper Sizes	5.5" x 8.5" to 12" x 18" (A6 – A3)
Supported Paper Weight	14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Bin Tray (BN3110)	
Supported Paper Sizes	5.5" x 8.5" to 11" x 17" (A6 – A3)
Supported Paper Weight	14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Paper Capacity	125 sheets
500-Sheet Internal Finisher (SR3130) ^{2,6}	
Supported Paper Sizes	5.5" x 8.5" – 12" x 18" (A6 – A3)
Supported Paper Weight	14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Stack Capacity	500 sheets (8.5" x 11" or smaller) (A4) 250 sheets (8.5" x 14" or larger) (B4 – A3) 8.5" x 11" to 11" x 17" (A4 – A3) 50 sheets (8.5" x 14" or larger, and/or Mixed Sizes) (B4 – A3) Top, Bottom, 2 Staples
Staple Paper Size	14 – 28 lb. Bond (52 – 105 g/m ²)
Staple Paper Weight	50 sheets (8.5" x 11") (A4)
Staple Capacity	30 sheets (8.5" x 14" or larger, and/or Mixed Sizes) (B4 – A3)
Staple Positions	Top, Bottom, 2 Staples
Dimensions (WxDxH)	21.5" x 20.6" x 6.7" (546 x 523 x 170 mm)
2-/3-Hole Punch Unit (PU3040NA)	
(Optional; Installs inside SR3130 Internal Finisher)	
1,000-Sheet Finisher (SR3140) ^{2,3,6}	
Supported Paper Sizes	Proof Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3) Shift Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3)
Supported Paper Weight	Proof Tray: 14 – 45 lb. Bond/93 lb. Index (52 – 169 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Stack Capacity	Proof Tray: 250 sheets (8.5" x 11") (A4) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 1,000 sheets (8.5" x 11") (A4) 500 sheets (8.5" x 14" or larger) (B4) 50 sheets (8.5" x 11") (A4) 30 sheets (8.5" x 14" or larger) (B4)
Staple Capacity	8.5" x 11" – 11" x 17" (A4 – A3) 14 – 28 lb. Bond (52 – 105 g/m ²) Top, Bottom 2 Staples
Staple Paper Size	22.2" x 24.4" x 37.8" (563 x 620 x 960 mm)
Staple Paper Weight	1,000-Sheet Booklet Finisher (SR3150) ^{2,3,4}
Supported Paper Sizes	Proof Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3) Shift Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3) Booklet Tray: 8.5" x 11" – 11" x 17" (A4 – A3)
Supported Paper Weight	Proof Tray: 14 – 45 lb. Bond (52 – 169 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²) Booklet Tray: 14 – 28 lb. Bond (52 – 105 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) (A4) 50 sheets (8.5" x 14" or larger) (B4 – A3) Shift Tray: 1,000 sheets (8.5" x 11" or smaller) (A4) 500 sheets (8.5" x 14" or larger) (B4 – A3) Booklet Tray: 20 Sets (2 – 5 sheets), 10 Sets (6 – 10 sheets) & 7 Sets (11 – 15 sheets)
Stack Capacity	Normal Staple: 50 sheets (8.5" x 11") (A4), 30 sheets (8.5" x 14" or larger) (B4 – A3) Saddle Stitch: 15 sheets
Staple Capacity	Normal Staple: 8.5" x 11" – 11" x 17" (A4 – A3) Saddle Stitch: 8.5" x 11" – 11" x 17" (A4 – A3)
Staple Paper Size	14 – 28 lb. Bond (52 – 105 g/m ²) Top, Bottom, 2 Staples, Booklet
Staple Paper Weight	22.2" x 24.4" x 37.8" (563 x 620 x 960 mm)
Staple Positions	2-/3-Hole Punch Unit (PU3050NA)
Dimensions (WxDxH)	(Optional; Installs inside SR3150 or SR3170 Finishers)

2,000-Sheet Booklet Finisher (SR3170)^{2,3,4}

Support Paper Sizes	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Shift Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Booklet Tray: 8.5" x 11" to 12" x 18" (A4 – A3)
Support Paper Weight	Proof Tray: 14 – 58 lb. Bond (52 – 220 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²) Booklet Tray: 17 – 28 lb. Bond (64 – 105 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) (A4) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 2,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,000 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) Booklet Tray: 30 sets (2 – 5 sheets) or 15 sets (6 – 10 sheets) or 10 sheets (11 – 15 sheets) or 6 sets (16 – 20 sheets)
Stack Capacity	Normal Staple: 50 sheets (8.5" x 11" to 11" x 17" and Mixed Sizes) (A4 – A3) Saddle Stitch: 20 sheets
Staple Capacity	Normal Staple: 8.5" x 11" to 11" x 17" (A4 – A3) Saddle Stitch: 8.5" x 11" to 12" x 18" (A4 – A3)
Staple Paper Size	Normal Staple: 14 – 28 lb. Bond (52 – 105 g/m ²) Saddle Stitch: 17 – 28 lb. Bond (64 – 105 g/m ²)
Staple Paper Weight	Top, Bottom, 2 Staples, Top Slant, Booklet 25.9" x 24.1" x 37.8" (657 x 613 x 960 mm)
Staple Positions	3,000-Sheet Finisher (SR3160) ^{2,3,4}
Dimensions (WxDxH)	Support Paper Size
25.9" x 24.1" x 37.8" (657 x 613 x 960 mm)	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Shift Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Proof Tray: 14 – 58 lb. Bond/172 lb. Index (52 – 220 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) (A4) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF)
Support Paper Weight	1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF)
Stack Capacity	1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF)
Staple Capacity	8.5" x 11" to 11" x 17" (A4 – A3) 14 – 28 lb. Bond (52 – 105 g/m ²) Top, Bottom, 2 Staples, Top Slant 25.9" x 24.1" x 37.8" (657 x 613 x 960 mm)
Staple Paper Size	2-/3-Hole Punch Unit (PU3060NA)
Staple Paper Weight	(Optional; Installs inside SR3160 or SR3170 Finishers)
Staple Positions	Additional Accessory Options
Dimensions (WxDxH)	Bridge Unit BU3070, Browser Unit Type M12, Card Reader Bracket Type 3352, Copy Data Security Unit Type G, Embedded HotSpot Type S, Fax Connection Unit Type M12, File Format Converter Type E, G3 Interface Unit Type M12, IEEE 1284 Interface Board Type A, IEEE 802.11a/b/g/n Interface Unit Type M2, IPDS Unit Type M12, Key Counter Bracket Type M3, Memory Unit Type M12 64MB, OCR Unit Type M2, Optional Counter Interface Unit Type M12, PostScript3 Unit Type M12, SD Card for NetWare Printing Type M12, Smart Card Reader Built-in Unit Type M12, Smart Operation Panel Type M3, XPS Direct Print Option Type M12, USB Device Server Option Type M17

Additional Accessory Options

Note: Some accessories require additional equipment or may be prerequisites
for other options. Some images contained in this brochure do not show the
stabilizers that ship with the optional paper feed units.

Some options may not be available at the time of market release.
Specifications are subject to change without notice.

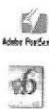
For maximum performance and yield, we recommend using genuine Lanier
parts and supplies.

- 1 Cannot be installed together
- 2 Cannot be installed together
- 3 Requires Bridge Unit: BU3070
- 4 Requires installation of Two-Tray Paper Bank (PB3220) or Tandem LCT (PB3230)
- 5 Requires installation of Caster Table Type M3
- 6 Cannot be installed on MP 6054

www.lanier.com

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performance. The only warranties for Lanier products and services are as set forth in the express warranty statements accompanying them.

53535





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

City of Reynoldsburg Police Department

STREET ADDRESS

7240 E Main St

CITY	STATE	ZIP	PHONE	FAX
Reynoldsburg	Oh	43068	614-322-6800	

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
Lanier MP4054		206.39	10,000		.0077			

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

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

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

TERM AND PAYMENT SCHEDULE

Term in 60 Months

The contract payment ("Payment") period is monthly unless otherwise indicated.

*plus applicable taxes

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

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

END OF AGREEMENT OPTIONS

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

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

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

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This 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

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

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

Site Survey

General							
Company	City of Reynoldsburg Police Department		Contact	Cheryl Kristy		Order #	
Address	7240 E main St		Phone #	614-322-6932		Sales Rep Dan Lamatrice	
City St Zip	Reynoldsburg ohio 43068		e-Mail	ckristy@reypd.com		Date 1/12/2017	
Delivery Information							
Model	Lanier MP4054		Steps	☐	Model		Steps
Location			Elevator	☐	Location		Elevator
IP Address	☐	☐	Dock	☐	IP Address	☐	Dock
Model			Steps	☐	Model		Steps
Location			Elevator	☐	Location		Elevator
IP Address	☐	☐	Dock	☐	IP Address	☐	Dock
Connectivity & Software							
IT Contact			☐ Hot Swap	☐ User Codes ☒ Scan to Email ☐ Fiery / Creo			
IT Phone			☐ Demo Unit	☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer			
IT Email				☐ Fax Forward ☐ PPDM ☐ PS for Macs			
☒ Internal ☐ Outsourced ☐ None							
Who will be networking the equipment?			Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No				
☒ MOM ☐ Client ☐ Not Connected			Is there a fax line available within 5 feet of the machine? ☐ Yes ☒ No				
Modern Office Methods would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☒ DCA Already Installed ☐ DCA Install Approved							
Network Services & Installation Rates Charge				Signature Authorizes DCA Installation			
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				Software Acknowledgement & Release Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.			
Connectivity Warranty				Signature _____ Date _____ Network Installation Terms & Conditions Acceptance			
Client Responsibilities							
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.							
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.							
Post-Installation Training ☒ Yes ☐ No							
Key Operator Contact	Cheryl Kristy		Phone #	614-322-6932		e-Mail ckristy@reypd.com	
Special Instructions							



Sales and Use Tax Blanket Exemption Certificate

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

Document Solutions, A Division of Modern Office Methods

(Vendor's name)

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

Government

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

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

City Auditor

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

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

Attachment: Doc Solutions Contract (1646 : Enter into Contract to Replace Risograph)

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between , as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

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

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

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

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

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

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

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

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

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

Modern Office Methods, Inc. dba Document Solutions

Lessor

Signature

Title

Date

City of Reynoldsburg Police Department

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

DATE: **March 13, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO
POLICE CRUISERS AND RELATED EQUIPMENT FOR
REYNOLDSBURG POLICE DEPARTMENT. (Second Reading
2/27/2017).

The Reynoldsburg Division of Police is requesting permission to purchase and outfit 2 new patrol cruisers to add to the current fleet. Please see the attached price quote from Lebanon Ford, this dealer is currently on the state bid.

The total amount budgeted is \$106,000.00, to include the following and any incidental costs.

- 2 Cruisers
- Computer and accessories for 2 cruisers
- Painting Reynoldsburg Police Department markings for 2 cruisers
- Outfitting parts for 2 cruisers

LEBANON FORDTM

COMMERCIAL

EXPLORER 4-
DOOR

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

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

EXTERIOR

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

FUNCTIONAL

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

RANK BEAVER
LEBANON FORD
27/2016

INTERIOR

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

SAFETY/SECURITY

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

Included on this Vehicle

EQUIPMENT GROUP 500A \$25,989

Optional Equipment

2017 MODEL YEAR

SHADOW BLACK

CHARCOAL CLT FRT/VINYL RR

.3.7L V6 TIVCT ENGINE

6-SPEED AUTO TRANSMISSION

FRONT LICENSE PLATE BRACKET

VINYL FLOORING

HEADLIGHT HOUSING PREP 195.00

DARK CAR LAMP 70.00

KEYED ALIKE 1284X 75.00

DRIVER SIDE LED SPOT LAMP \$295.00

REVERSE SENSING SYSTEM 295.00

SYNC SYSTEM REQ. 295.00

HEATED MIRRORS 60.00

REAR WINDOWS DELTE 35.00

RR DOOR HANDLES INOP 35.00

DELIVERY FEE \$150.00

STATE BID PRICE \$27,494.00

BASED ON BIDDING FOR STATE

BID FOR 2017 MODEL YEAR

4 X = \$109,976 MINUS ANY

TRADES.

\$54,980

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)



R.E.M. COMMUNICATIONS INC
 2625 JOHNSTOWN RD
 COLUMBUS, OH 43219
 MARK LANDRY
 614-207-6409 CELL
 07-18-2016

FLY

QUOTE FOR: REYNOLDSBURG P.D.
ATTN: SGT BAUCHMOYER
QUOTE FOR 2017 CRUISERS

4- TK-5930 KENWOOD 700/800 P25 MOBILE RADIO	\$ 1640.00 EA	\$ 6560.00
4- KCH-20RM FULL FEATURE CONTROL HEAD	\$ 706.00 EA	\$ 2824.00
4- KMC-35 MICROPHONE	\$ 62.00 EA	\$ 248.00
4- KCT-71M3 25' REMOTE CABLE	\$ 95.00 EA	\$ 380.00
4- KRK-15BM REMOTE MOUNT KIT	\$ 59.00 EA	\$ 236.00
8- 386825 P25 MOBILE ANTENNA	\$ 50.00 EA	\$ 400.00
8- MUL ANTENNA CABLE	\$ 35.00 EA	\$ 280.00
4- SVR-250MC PYRAMID VEHICULAR REPEATER	\$ 1800.00 EA	\$ 7200.00
4- 7502-10-1245 INTERFACE CABLE	\$ 90.00 EA	\$ 360.00
1- LABOR TO PROGRAM, CONFIGURE AND TEST		\$ 625.00
1- LABOR TO INSTALL ABOVE EQUIPMENT		\$ 2450.00
4- LABOR TO INSTALL KUSTOM SIGNAL VIDEO	\$ 500.00 EA	\$ 2000.00
TOTAL		\$ 23563.00

\$5890.75

Avid Signs Plus, LLC

Invoice No. 16-0937

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

Estimate**Customer**

Name Reynoldsburg Police
 Address _____
 City _____ State _____ ZIP _____
 Phone _____

Date 4/4/2016
 PO No. _____
 Contact _____
 Terms On Receipt

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

We Appreciate and Thank You For Your Business**Other**

Comments _____

ALL ORDER
 INFORMATION
 CUSTOMER AND
 RESULT IN
 INCREMENTS. J
 II

APPROV. _____

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

PERFORM
 DY, (SCA
 NAL AR
) AT A RA
 IROUND
) SUBJEC
 THE AB

TOTAL
 FOR 4 SETS
 OF DEALS
 \$ 247.84

\$ 61.96

DODDS BODY WORKS INC.

Info@DoddsBodyWorks.com

6350 E MAIN ST, REYNOLDSBURG, OH 43068

Phone: (614) 863-3991

FAX: (614) 863-9058

Workfile ID:

2d59e346

Federal ID:

311018566

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

Written By: Jeff Johnson

Insured: RPD POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:**Inspection Location:****Insurance Company:**

RPD POLICE

DODDS BODY WORKS INC.

6350 E MAIN ST

REYNOLDSBURG, OH 43068

Repair Facility

(614) 863-3991 Business

VEHICLE

Year: 2015

Body Style:

4D UTV

VIN:

Mileage In:

Make: FORD

Engine:

6-3.5L-T

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

TRUCK

Rear Step Bumper

Power Trunk/Gate Release

TOTAL FOR
DODD'S

\$ 6357.12

7-11-16

CALED

DODDS Body Shop

Spoke with Mary

Quote is still

Good. \$1589.28

PER VEHICLE

Preliminary Estimate

Customer: RPD POLICE

Job Number:

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

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

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

Preliminary Estimate

Customer: RPD POLICE

Job Number:

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

ESTIMATE TOTALS

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

x4 = \$6357.12

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

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)



Quotation

Page 1 of 2

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
 913-492-1400 Fax 913-492-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 07/11/2016

To... DAVID BAUCHMOYER
 REYNOLDSBURG POLICE DEPARTMENT

7240 E MAIN ST
 REYNOLDSBURG OH 43068-2014

Quote # 1269991896357NE
 Terms Net 30
 This Quote Expires on 10/09/2016
 Phone 614-866-6375
 Fax 614-322-6926

Qty	Product Description	UnitPrice	SubTotal
	Ohio State Contract # 800345 effective 05/1/14 - 04/30/18		
	Shipping & handling included in contract		
4	G3 Vision 64GB SSD, Mirror/Monitor/Control, ICM, Simul-Rec, GPS, Rear Cam, Crash Record	\$4,603.27	\$18,413.08
4	G3 Vision Wireless Package (dual band 2.4/5.0 GHz client - specify on BOM)	\$278.07	\$1,112.28
	provide Car#'s at time of order		
4	G3 Vision MDC Kit for Dual Control (add to CRS 3419, 3421, 3423, or 3425 only)	\$117.88	\$471.52
Total			\$19,996.88

\$ 19,999.22

Interested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or tcampos@kustomsignals.com for a detailed quote and to lock in a rate. Benefits of Leasing:

- Flexible repayment terms structured to meet your budget
- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Signature

Sonya Schoreman

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may charge Buyer a 25% restocking fee.

Toll Free 800-4KUSTOM (800-458-7866)

Packet Pg. 237

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. TERMINATION, RESTOCKING CHARGES

Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Seller and Buyer shall each indemnify the other against any and all liability, damages, costs and expenses, including without limitation reasonable attorney's fees, made against or sustained by such Party arising from the other Party's gross negligence, willful misconduct or failure to comply with applicable laws in connection with the performance of this Agreement; provided, that, in no event shall either Party be responsible to the other for any compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or for any expenditures investments, lease commitments, property improvements or other commitments made by a Party in connection with this Agreement.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret Boulevard
Lenexa, KS 66219

QUOTATION & Order Form		OEMMICRO TM SOLUTIONS		TAC4 MOBILE TACTICAL COMPUTER	
Quote #:		160711-01			
Contact:		Scott Teeters			
Customer:		Reynoldsburg Police Department		37840 Interchange Drive Farmington Hills, MI 48335 (248) 474-7600	
Phone:		(614) 322-6883			
Email:		steeters@ci.reynoldsburg.oh.us		Date: July 11, 2016	
QTY	PART NUMBER	DESCRIPTION	LIST PRICE	CUST. PRICE	TOTAL
STANDARD SYSTEM					
4	9123-02A	TAC-412 Mobile Tactical Computer, 12.1" XGA LCD	\$3,995.00	\$3,595.00	\$14,380.00
	9124-02A	TAC-415 Mobile Tactical Computer, 15.0" XGA LCD	\$4,106.00	\$3,695.00	\$0.00
	SelectDD	Choose either ☒ 320GB HDD or ☐ 128GB SSD			Included
	SelectOS	☐ 002027 Embedded Win7 32-Bit ☒ 002028 Embedded Win7 64-Bit			Included
	SelectOS	☐ 002050 Win7 Pro 64-Bit with unique Key	\$110.00	\$99.00	\$0.00
4	002500	Software Duplication from Customer supplied master hard drive included on all TAC-4s prior to initial shipment			No Charge
CPU Upgrades					
		Contact Factory for available CPU Upgrades	\$0.00		\$0.00
Storage Drive Upgrades					
4	002034	Upgrade HDD from 320GB to 500GB HDD	\$55.00	\$49.00	\$196.00
	002035	Upgrade HDD from 320GB to 1TB HDD	\$144.00	\$129.00	\$0.00
	002037	Upgrade SSD from 128GB to 256GB SSD	\$222.00	\$199.00	\$0.00
	002038	Upgrade SSD from 128Gb to 512GB SSD	\$333.00	\$299.00	\$0.00
RAM Upgrades					
	002025	Upgrade RAM from 4 Gb to 8 Gb DDR3	\$144.00	\$129.00	\$0.00
	002029	Upgrade RAM from 4 Gb to 16 Gb DDR3	\$333.00	\$299.00	\$0.00
Options					
	052513	Change to TG3 Full Stroke 83-key Backlit Spill Resistant Keyboard, USB Interface	\$210.00	\$189.00	\$0.00
	002039	Add 4G LTE Embedded Cellular Modem, specify ☐ Verizon ☐ AT&T	\$444.00	\$399.00	\$0.00
	052021	Add Dual Cellular Antenna, Roof Mount. Includes Primary Cellular plus Diversity Cellular antennas for maximum reach and throughput. Specify ☐ Thru-Hole Threaded or ☐ Adhesive Mounting (each w/ 15' cables), or ☐ Magnetic Mounting (w/ 10' Cables), and ☐ White or ☐ Black (std.)	\$166.00	\$149.00	\$0.00
	052022	Add Dual Cellular Antenna + Cellular GPS, Roof Mount. Includes Primary Cellular, Diversity Cellular antennas + Cellular GPS antenna. Specify ☐ Thru-Hole Threaded or ☐ Adhesive Mounting (each w/ 15' cable), or ☐ Magnetic Mounting (w/ 10' Cables), and ☐ White or ☐ Black (std.)	\$222.00	\$199.00	\$0.00
	002015	Add Internal GPS	\$144.00	\$129.00	\$0.00
	002017	Add Internal Wi-Fi 802.11ac, Intel 7260, with MIMO internal antennas	\$166.00	\$149.00	\$0.00
	002003	Add Anti-reflective Touchscreen Film	\$77.00	\$69.00	\$0.00
Accessories					
	155223-00	TAC-4 Docking Station, Provides single connector, latching install and removal, with lock, providing power, (4) USB 2.0, (2) Gigabit Ethernet, (1) VGA, GPS antenna, all in addition to the I/O on the TAC-4. Must be ordered at same time as TAC4s. Does not include vehicle mount, ordered separately.	\$666.00	\$599.00	\$0.00
4	152023-03A	Upgrade to Extendable Tilting Keyboard Mount Keyboard can be moved closer to driver, tilts forward as it moves. Replaces Std. Kbd. Tray.	\$144.00	\$129.00	\$516.00
	152023-00	Extra Std. Keyboard Tray Assembly Includes tray, retainer, hinges, mounting hardware (Included in Standard Systems, above)	\$210.00	\$189.00	\$0.00
	157023-00	Extra DC Power Cable - 6', Connects battery power to TAC-4	\$44.00	\$39.00	\$0.00
	050902	Mag Card Reader, USB interface, three tracks, LED and audible read confirmation, can be used to input DL or credit card number	\$165.56	\$149.00	\$0.00
	155205-04A	Tabletop Mounting Stand for using TAC4 indoors, includes AC power supply and power cables	\$222.00	\$199.00	\$0.00
			TAC-4 Sub-Total:		\$15,092.00
MOUNTING HARDWARE					
	152005-04A	OEM Micro Quick Connect Bracket, allows use of OEM Micro's 2-bolt Quick Connect System attaches to most Tilt/Pivot brackets and mounts	\$77.00	\$69.00	\$0.00
4	152005-43B	OEM Micro Universal Dash Mount (UDM), Swing away for access to radio and dash, Articulating KB Arm, fits most vehicles with center radio console.	\$399.00	\$359.00	\$1,436.00
4	152023-04	UDM Tilt/Pivot Mount, attaches between TAC-4 and Universal Dash Mount. Provides approx. 20 degrees of left and right pivot, and approx. 15 degrees of up and down tilt for TAC4	\$72.00	\$64.00	\$256.00
	152005-37	9" Pole Base with Quick-Adjust Upper Pole with Locking Lever, 8" Offset Arm, QC Brkt. (Order Tunnel Plate separately)	\$322.00	\$289.00	\$0.00

TOTAL ON BACK PAGE

152005-20	Ford Taurus adjustable pedestal, front seat bolt mount, offset arm, with pivot and QC Brkt.	Year:	\$399.00	\$359.00	\$0.00
152005-22	Ford Explorer adjustable pedestal, front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	Year:	\$466.00	\$419.00	\$0.00
152005-17	Chevrolet Tahoe adjustable pedestal, front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	Year:	\$433.00	\$389.00	\$0.00
152005-27	Chevrolet Impala adjustable pedestal, front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	Year:	\$322.00	\$289.00	\$0.00
152005-39	Dodge Charger/Magnum adjustable pedestal, front seat bolt mount, 12" offset arm, w/pivot and QC Brkt.	Year:	\$322.00	\$289.00	\$0.00
666024	Support Brace -Reduces vibration of upper pole, max. 16.3"		\$66.00	\$59.00	\$0.00
Many other mounting configurations are available. Contact Sales for complete information.					
Mounting Hardware Sub-Total:				\$1,692.00	

INSTALLATION AND TRAINING

001502	Installation of TAC4 per customer spec: Includes one hour of training during the installation visit.	\$310.00	\$279.00	\$0.00
Travel	Travel to and from Customer site as required by Customer	Priced on Application		\$0.00
Per Diem	Lodging and Food as required by Customer. Price per day or fraction thereof.	Priced on Application		\$0.00
001601	Training on operation of TAC4, one hour, at time of installation			\$0.00
Installation and Training Sub-Total:				\$0.00

EXTENDED WARRANTY AND MAINTENANCE COVERAGE

001004	Extended Warranty, parts and labor, per TAC-4, for one additional year, total of Four Years, covers component failure under normal use	\$333.00	\$299.00	\$0.00
001005	Extended Warranty, parts and labor, per TAC-4, for two additional years, total of Five Years, covers component failure under normal use	\$610.00	\$549.00	\$0.00
001008-1	Maintenance, per TAC-4, year One Covers non-warranty repairs, only for years covered under Warranty.	\$210.00	\$189.00	\$0.00
001008-2	Maintenance, per TAC-4, years One and Two Covers non-warranty repairs, only for years covered under Warranty.	\$410.00	\$369.00	\$0.00
001008-3	Maintenance, per TAC-4, years One, Two and Three Covers non-warranty repairs, only for years covered under Warranty.	\$610.00	\$549.00	\$0.00
001008-4	Maintenance, per TAC-4, years One, Two, Three and Four Covers non-warranty repairs, only for years covered under Warranty.	\$810.00	\$729.00	\$0.00
001008-5	Maintenance, per TAC-4, years One, Two, Three, Four and Five Covers non-warranty repairs, only for years covered under Warranty.	\$1,010.00	\$909.00	\$0.00

Purchase Order #: _____
 Request'd Delivery Date: _____

Maintenance Sub-Total: \$0.00
 Order Total: \$16,784.00
 Std. Shipping Charges: \$180.00
 Purchase Order Total: \$16,964.00

Customer Signature _____

Unit Price, FOB Destination: \$4,241.00
ALL PRICES IN USD

Date: _____

By ordering the above, Customer authorizes OEM Micro Solutions to build, ship and invoice for the goods and services indicated, and at the prices shown on this Quotation and Order Form. Customer further agrees to the terms herein written, and to all other such terms and conditions as indicated in "OEM Micro Solutions Standard Terms and Conditions".

Please Note the following: (See also "OEM Micro Solutions Terms and Conditions")

1. This Quotation is valid for 90 days.
2. Purchase Order or Customer signed copy of this Quotation is required for all orders to be processed.
3. Estimated ship date is approx. 6 - 8 weeks after receipt of Purchase Order.
4. Standard payment terms are Net 20 Days from Invoice Date, on Approved Credit.
5. Third-party hardware and software components are sold subject to their respective manufacturer's written warranties. No other warranties for these components are expressed or implied.
6. Provide description of any special requirements, configurations or instructions as applicable.
7. FOB shipping point. Shipping Charges, including insurance, will be prepaid and billed at time of shipment, unless otherwise noted. Overnight shipment is additional.
8. Email completed Order Form to sales@oemmicro.com, or Fax to 248-474-4120, Attention: Sales Department

Prepared By: David C. Downs

Regional Sales Manager

Cell: (248) 840-9550
 Office: (248) 474-7000 x298

Form TAC400-160125

Thank you for choosing OEM Micro Solutions for your TAC4 Mobile Tactical Computer requirements.

Hall Public Safety

UPFITTERS

Formerly Public Safety Concepts

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

Estimate

Date	Estimate #
7/11/2016	2888

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

Project

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

Hall Public Safety Warranty

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

Hall Public Safety

UPFITTERS

Formerly Public Safety Concepts

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

Estimate

Date	Estimate #
1/12/2017	3073

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

Project

Item	Description	Qty	Rate	Total
MC-3FUI	Reynoldsburg PD- 2 SUV Interceptors Marked Cruiser Package Complete Code 3 Lighthar Code 3 Siren Code 3 100W Speaker Rear Corner Vertex Front Corner Ions Rear LED Signal Stick Power Distribution Unit Complete Installation	2	3,895.00	7,790.00
FPB-FUI	Lighted Push Bumper for Ford SUV Interceptor, Installed	2	770.00	1,540.00
PC1-F	Prisoner Containment system for Ford Interceptor Includes Space Saver Prisoner partition, window bars, door panels, ABS prisoner seat with center pull seat belts & rear cargo barrier, & Single Vertical Gun lock, installed	2	2,510.00	5,020.00
HCM-HD-FUI	Console, Accessories, & Computer Mount, installed	2	850.00	1,700.00
4WSD47UINT13	Riser Mounting plates kit for storage box	2	100.00	200.00
C-SBX-101	Havis Trunk Storage Box, 2013 SUV Interceptor, Overall size = 38" wide 18" high 10" deep	2	505.00	1,010.00
Install supplies	Misc installation hardware, wire, connectors, breakers/fuses, supplies	2	100.00	200.00
			Total	\$17,460.00

Hall Public Safety Warranty

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

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)



R.E.M. COMMUNICATIONS INC
 2625 JOHNSTOWN RD
 COLUMBUS, OH 43219
 MARK LANDRY
 614-207-6409 CELL
 01-19-2017

QUOTE FOR: REYNOLDSBURG P.D.
ATTN: BILL EARLY
QUOTE FOR 2017 CRUISER INSTALLS

2- 386825 P25 MOBILE ANTENNA	\$ 55.00 EA	\$ 220.00	\$ 110.00
2- MUL ANTENNA CABLE	\$ 35.00 EA	\$ 140.00	\$ 70.00
2- LABOR TO INSTALL RADIO AND PYRAMID	\$ 725.00		\$ 1450.00
2- LABOR TO INSTALL KUSTOM SIGNAL VIDEO	\$ 500.00 EA		\$ 1000.00
TOTAL		\$ 2810.00	

2630.00

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

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

DATE: **March 13, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (Second Reading 2/27/2017).

The Reynoldsburg Division of Police would like permission from City Council to remove the following items from the Fixed Assets list. These items are no longer operational and/or no longer needed by the Department.

FA1618	Camera	No longer working
FA1869	FRED Equipment	No longer works
FA2013	Laptop	No longer able to use with current operating
system		

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

DATE: March 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (Second Reading 2/27/2017).**

The IT Department would like permission from City Council to remove the attached items from the Fixed Assets list. These items are no longer operational and/or no longer needed by the Department.

Equipment Disposal Inventory				
Discription	Model	Serial No.	Asset Tag	DRMO
IBM	P Series Server	00479	02018*	n/a
Nortel Networks	NTAK11BD	none	02017*	n/a
Nortel Networks	NTAK11BD	10126527	none	n/a
Nortel Networks	NTAK11BD	none	none	n/a
DELL	PowerEdge 6600	CCSSG61	02132*	n/a
Stancil Corporation	37588	11-98-10-1041-32-AU055613-752	01820*	n/a
DELL	PowerEdge 2600	CWXP31	02070*	n/a
DELL	PowerEdge 1800	4MLX661	none	n/a
DELL	PowerEdge 1800	7QPLXB	01886*	n/a
DELL	PowerEdge 1400 SC	3LYRM01	none	n/a
DELL	PowerEdge 1400 SC	4GK3111	none	n/a
DELL	PowerEdge 500 SC	HG61L11	02020*	n/a
DELL	PowerEdge 2900	6S020C1	none	n/a
DELL	PowerEdge 2600	CLJ0R41	02097*	n/a
COMPAQ	Proliant 3000	3862C702	01625*	n/a
TELEVIDEO	990	190G-HIM1040545	none	n/a
PS2 Keyboard	n/a	n/a	none	n/a
PLEXTOR	PX-40TSe	40TSe509422	none	n/a
TANDBERG	10154-B01	50342361	none	n/a
PANASONIC	KX-P1150	P1150-001	none	n/a
DSI	6300-TNA	05000035521	none	n/a
DELL	70000245-0000	CN086GNR	none	n/a
PANASONIC	n/a	n/a	02141*	n/a
CISCO SYSTEMS	2600	800-04953-01	01750*	n/a
CISCO SYSTEMS	2600	800-04959-06	none	n/a
HP Switch	ProCurve 2650	CN6375D0JM	none	n/a
Intel Hub	140T	HB19100486	none	n/a
HP Switch	ProCurve 4000M	SG951601137	none	n/a
COMPAQ	PS4060	11915082814	none	n/a
PBX Modem	MDR2000	11915082814	none	n/a
HP Switch	ProCurve 2524	TW04203342	01718*	n/a
HP Switch	ProCurve 2524	TW04203248	01719*	n/a

[illegible]

Notes
*(Red Tag)
PBX 1 of 3
PBX 2 of 3
PBX 3 of 3
02098* (2 Asset Tags)
01543* (2 Asset Tags) Audiolog
ML Server 8/24/2010
MD Server 1/11/2011
DL Server 8/24/2010
Nortel terminal monitor
Nortel
CD ROM Drive
DLT Tape Data Drive
Nortel Dot Matrix Printer
Volsnet Hub
Spare Power Supply
MDT01 LCD Display Panel
Router
Router

[illegible]

[illegible]