



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

CITY COUNCIL

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, March 8, 2021

Council Chambers

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

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

5. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda.

Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

6. COMMUNICATIONS

- a. Treasury Board

1. Treasury Board Minutes February 2021

7. **MOTIONS**

- a. A Motion to Approve a Resolution Honoring Womens' History Month
- b. A Motion to Approve a Resolution to Recognize Colorectal Cancer Awareness Month

8. **REPORTS**

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

1. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio
2. An Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Community Events Department

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

1. An Ordinance to Amend Chapter 503 of the Codified Ordinances of the City of Reynoldsburg to Provide Fair Housing Opportunities for Individuals and Their Families Regardless of the Source of Income to Pay for Such Accommodations (First Reading 2/22/2021)

c. **Public Service & Transportation Committee**

1. An Ordinance Authorizing the Appropriation of Additional Salary Funding for Overtime for the Streets Department, and Declaring an Emergency
2. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the East Main Street Roadway Improvements Phase 2
3. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, & Bid Services for Improvements to East Main Street (Jackson Street to Waggoner/Graham Road) and Appropriating Funds Therefor
4. An Ordinance to Authorize the Mayor to Enter into an Agreement with EMH&T to Conduct Closed-Circuit Television (CCTV) Data Collection and Analysis for the City's 2021 Sanitary Sewer Maintenance and Repair Program

d. **Finance & Administration Committee**

1. An Ordinance to Increase Training Appointment Period of the Tax Administrator to Ten Weeks, and Declaring an Emergency (First Reading 2/22/2021)

9. LEGISLATION FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Mayor to Enter into a Contract for 2021 Fireworks Display, Waive Competitive Bidding, and Declaring an Emergency (First Reading 2/22/2021). --- Strickland. Public Service and Transportation Committee.
- b. An Ordinance Authorizing the Appropriation of Additional Salary Funding for Overtime for the Streets Department, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance to Approve Payment of Services Performed in the Prior Year for the Development Department, and Declaring an Emergency (First Reading 2/22/2021). --- Salvati. Finance and Administration Committee.

10. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Community Events Department --- Baker. Development, Parks and Recreation Committee.
- c. An Ordinance Authorizing the Mayor to Sign the Project Grant/Loan Agreement with the Ohio Public Works Commission (OPWC) for the East Main Street Roadway Improvements Phase 2 --- Strickland. Public Service and Transportation Committee.
- d. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, & Bid Services for Improvements to East Main Street (Jackson Street to Waggoner/Graham Road) and Appropriating Funds Therefor --- Strickland. Public Service and Transportation Committee.

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

11. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance to Amend Chapter 503 of the Codified Ordinances of the City of Reynoldsburg to Provide Fair Housing Opportunities for Individuals and Their Families Regardless of the Source of Income to Pay for Such Accommodations (First Reading 2/22/2021). --- Bryant. Public Safety, Law and Courts Committee.
- b. An Ordinance Creating Chapter 1397 Rental Property Registration to the Reynoldsburg Code of Ordinances to Provide for the Registration of Residential Rental Housing Located Within the Boundaries of the City of Reynoldsburg (First Reading 2/22/2021). --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance to Amend Chapter 160 Section 160.02 (F) Police Department of the Code of Ordinances for the City of Reynoldsburg, Ohio (First Reading 2/22/2021). --- Salvati. Finance and Administration Committee.
- d. An Ordinance Appropriating Unencumbered Balances as of December 31, 2020 in Various Police Special Revenue Funds and Providing that Revenues for Funds Received During 2020 be Accepted (First Reading 2/22/2021). --- Salvati. Finance and Administration Committee.
- e. An Ordinance to Increase Training Appointment Period of the Tax Administrator to Ten Weeks, and Declaring an Emergency (First Reading 2/22/2021). --- Salvati. Finance and Administration Committee.

12. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance to Waive the Provisions of Section 971.16 of the City of Reynoldsburg Codified Ordinances for 2021 for Various Reynoldsburg Parks and Recreation Events (Second Reading 2/22/2021). --- Baker. Development, Parks and Recreation Committee.

13. OTHER COUNCIL MATTERS

14. UPCOMING MEETINGS

- a. March 18, 2021 BZBA
- b. March 22, 2021 Council
- c. April 1, 2021 Planning Commission
- d. April 12, 2021 Council
- e. April 15, 2021 BZBA
- f. April 26, 2021 Council

ADJOURNMENT



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Council President Pro Temp Kristin Bryant called the meeting to order at 6:37 PM

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

Approval of Agenda

The agenda is approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – February 8, 2021

The minutes stand approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Amy Klaben

Good evening City Council and Chair person. Thank you so much for the opportunity to speak tonight. On behalf of the ordinance to protect people from discrimination based on their source of income. I'm speaking as a volunteer with Building Welcoming Communities, a group of people throughout our region who want to create diverse, inclusive and equitable communities for everyone. We believe that this ordinance sponsored by Councilmember Strickland is critical to the residents of Reynoldsburg. Many people have income from social security, child support, alimony, disability income, veterans programs or government housing programs. These sources of income allow people to afford the rent of units of their choice. Source of income ordinances are important because they allow families and individuals freedom of choice and where to live, makes it possible for them to find housing that they can afford in neighborhoods that meet their needs, including resource rich areas of the community. For example this ordinance would open up housing opportunities near Mount Carmel East hospital, a large employer adjacent to Reynoldsburg. Many property owners near this large employer do not accept various legal sources of income as payment for the rent of their units. This negatively impacts many people. On February 2, 2021, Zillow an online real estate marketplace company, updated its website to include a list of laws and regulations throughout the country that protect people from discrimination based on their

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source of income. They included an article entitled, "What to know about voucher assistance programs and protections for tenants." This article quoted a small landlord in Cleveland who began renting to tenants with housing vouchers. He stated it eases the pressure on the tenant which is the pressure on the relationship between the tenant and the landlord. Zillow went on to say that, to ensure that every qualified renter has an equal chance at renting a growing number of governments at every level or enacting laws to ban discrimination against renters, including those who rely on vouchers to pay their rent. Zillow encourages all landlords to look beyond the law and treat all applicants without prejudiced. The government needs to pass these protections, as most, but not all landlords treat all applicants without prejudice. Research shows that source of income laws make a difference. 1 HUD study tracked five cities voucher develop rates in studies without these protections, they were exorbitant topping 78%. But in cities with these protections that denial rates plummeted reaching as low as 15%. Lastly, source of income protections are important economic development tool that can spur growth in the entire region. In our county we have a dangerous mismatch between where affordable housing is located and where the jobs are located. This is bad for businesses who suffer loss productivity and high turnover rates, as they cannot attract a stable workforce. It is equally bad for employees who cannot live near where they can access jobs and are economically trapped in neighborhoods without access to job opportunities. We thank the members of City Council and especially Councilwoman Strickland, for all of your hard work towards supporting this important initiative. We look forward to its passage and implementation. Thank you very much.

Jerry Valentine - CEO of Renter Mentor

470 W. Broad St. #5110 Columbus, OH 43215

My name is Jerry Valentine and I am the Founder & CEO of Renter Mentor a social enterprise tech company whose mission is to help connect people to affordable housing - Our services assist landlords and tenants through housing processes and provide them access to needed supportive services. As a former employee, of the Columbus Metropolitan Housing Authority (CMHA), I was able to work directly with Central Ohio residents with Housing Choice Vouchers and had a chance to see how difficult it is for them and others receiving similar help to utilize the rental assistance in order to obtain safe, decent and sanitary affordable housing. Currently, the central Ohio region is severely under served by private landlords willing to accept Housing Choice Vouchers. There are currently 12,600 Housing choice voucher holders and only 3,000 landlords who are willingly opening up their doors for these voucher holders. The Voucher program was established to give low-moderate income residents who have received a voucher housing opportunity and choice but instead the program has given recipients a stressful 90 day

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housing search process of a limited inventory of private market housing to choose from, making them more vulnerable and subjective to housing scams, predatory landlords, moving into high concentrated areas of poverty, failure to utilize their rental assistance, and even worse forced into homelessness. For all landlords who have connected with a voucher holder and are interested in participating in the HCV program must go through a three step HUD compliance process orchestrated by the Columbus Metropolitan Housing Authority. The 3 step process consists of:

1. Submitting a Request for Tenancy addendum (RTA packet),
2. Pass a Housing quality standard inspection and
3. Execute a Housing Assistance Payment contract with the Public housing authority (CMHA).

The time frame of this process can vary but according to CMHA the initial process has taken an average of 30 days or less after successful submission of the RTA packet (86% rate). Ongoing landlord commitments are maintaining the premises in accord with HQS standards, allowing annual/special inspections, and completing required repairs within mandated time frames. The basic structure of the HCV program is governed by federal law and regulations, which all property owners should already be following these housing quality standards to some degree, this structure is intentional in order to protect federal dollars (taxpayer's dollars) but more importantly to protect the core rights of tenants & landlords participating in the program. Although HUD sets the majority of the program's rules and regulations, PHAs have discretion to determine many important elements of the administrative process of the program. With landlords being a critical component of the HCV program, this is an important point to highlight because participating landlords need to know they can voice HCV administrative issues/concerns, at a local or federal level, and demand for PHAs to use their discretion to implement reasonable policy changes especially if issues are recurring and or common throughout the PHAs jurisdiction. How PHAs use their discretion has implications for how families/property owners experience the program and how local communities perceive it. I would like to make it known to all the landlords/property owners that you will not be alone and that there are mission driven organizations, like Renter Mentor, who are here to help educate, support and empower you through any administrative complexity and concerns. It will take a community effort to make sure we are giving all our residents of Central Ohio the dignity of determining where they would like to live and have access to all rental housing in not just the City of Reynoldsburg but in the entire Central Ohio region. With that, I affirm that I support the adoption of the proposed housing ordinance on behalf of the Renter Mentor organization. Thank you.

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Councilmember Strickland

I just wanted to thank you Mr. Valentine and also Ms. Klaben for coming in and, voicing to allow this ordinance to move forward. With your experience and you all are very close to, and see how this is affecting so many different families who just really want to have a place to raise their kids and attend a nice school so again I thank you for coming in, in, in speaking in front of City Council, just the evening. Thank you.

Councilmember Baker

This is more to the businesses, the snow and ice is melting. If you have sidewalks in front of your business, I ask you to please clear them. I was driving up Main Street the other day and I saw a lady trying to walk on the sidewalk that was covered in snow and ice. I know it is the business' responsibility to make sure the sidewalk is clear just as the homeowner is responsible for making sure the sidewalk is clear in front of your house. So to the businesses, please make sure your sidewalks are cleared of the ice and snow. Thank you.

Mayor Begeny

I just wanted to again extend the invitation to all members of Council and the audience and guests to the State of the City that will be this Thursday night at 7pm. Please join us as we kind of take a look back on 2020 and most importantly where we're going and 2021 and beyond. Also wanted to let Council know that our Community Commissions will be giving you their first updates at the meetings in March, so we'll be bringing them so you can find out what our welcoming and diversity, our arts and beautification, our military recognition and our traffic and transportation committees have been up to over these last few months. Some good information in there and some great suggestions. As you hopefully are all aware we have our Tomato Festival musical lineup was released in its entirety this weekend. For those of you that may have missed it. On Thursday night will be the Land Sharks which is a Jimmy Buffet tribute band, so there'll be lots of costumes, paired heads things like that on Thursday night. The 80s rock band, Survivor. Big fans of, you know, Eye of the Tiger and what not will be on Friday and then we will be bringing Arrested Development to town on Saturday evening. I do have one proclamation for us, I know every month there are a number of things to recognize but this month we will recognize American Heart Month.

WHEREAS, cardiovascular diseases are the nation's leading cause of death; and
Whereas, while progress has been significant in reducing deaths from heart disease, it is still the Number 1 killer of both men and women; and
Whereas, about 655,000 Americans die each year from heart disease, equivalent to one in every four deaths in America; and

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Whereas, one person dies every 36 seconds in the United States from cardiovascular disease; and

Whereas, the American Heart Association's 2024 Impact Goal focuses on identifying and removing barriers to health care access and equality; and

Whereas, an estimated 80% of cardiovascular disease may be prevented through everyday healthy living steps, including physical activity, good nutrition, not smoking, maintaining healthy weight, and controlling blood pressure, cholesterol and blood glucose levels; and

Whereas, the American Heart Association encourages citizens to help save lives by calling 911 if symptoms occur, getting trained in CPR, and promoting comprehensive automated external defibrillator programs in their communities; and

Whereas, the American Heart Association is celebrating February 2021 as American Heart Month and promoting education and awareness by encouraging citizens to learn the warning signs of heart attack and stroke;

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, proclaim February 2021 as:

AMERICAN HEART MONTH

in the City of Reynoldsburg, Ohio to join in its observance.

*IN WITNESS WHEREOF, I have hereunto set my hand
and caused the Seal of the Great City of
Reynoldsburg, Ohio, to be hereto affixed on February
22, 2021.*

I am going to turn it over to our first guest consultant, many of you know last year one of the first things that were talked about at City Hall was evaluating some of our resources, specifically when it comes to our Service Department and Parks and Water Department. Covid delayed a lot of those things, we are going to be presenting to you tonight hopefully, a group called Star Consultants, that we would like to look at as a performing a needs assessment for our City and its community in those locations. Just want to talk a little bit about what some of the options that may be presented at some point in time after this evaluation. Is it a potential where we will consolidate our Toronto location with our main street location improvements to one or two of the other sites or something along those lines. This is not the first time this has been discussed with Council, going through back some records here at the City. It seems like it's on a clock for about every seven years or so six to seven years, somebody does come up with something because of the issues that are out at those locations. The real big emphasis on this is safety. There are grave concerns with the

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safety of the facilities at the Truro Road location. Sometimes we look at it with the best case scenario of only losing a few hundred thousand dollars in equipment if the worst, worst to happen. The worst case scenario obviously is potential loss of employee life in that location. It is not something that I feel is completely safe. So we are looking at our options so we can start planning ahead as we move forward. So with that, I'm going to go ahead and turn it over to Service Director Dorman, who has been instrumental and he will tell you about the process of how we came to look at consultants.

Director Dorman

Yes, thank you. The Mayor did a very good summary there talking about the Service Department, I know in my past life I've been involved in building to new Services only one in the city of New Orleans and also the city of Bexley. Two completely different situations but moving forward it's been a need that, a lot of communities have experienced and had to go through. Once again as we continue to grow and look for the safety aspects of our employees, first and foremost, a few months ago the City put an RFP out there to develop this needs analysis, we had a mandatory site meeting with the consultants, I think we had about 10 different consultants show up to the site meeting, I believe. And then, if you looked at the <INAUDIBLE> receive proposals. We then had a committee formed of the Mayor, myself, Director Bauman, our Superintendent, Street Superintendent, Water Superintendent as well as Parks and Rec superintendents as well. To evaluate all the problems that we receive. We brought in a few for interviews and based on that we all felt that Star would be the best option for us moving forward based on their past history, and some of the things we really liked were on track with time and budget. In particular their change over record of about 1% or less on most of the projects including several multimillion dollar facilities. I think those are somewhat similar to what we're looking for as the Mayor mentioned, the Truro site is in a floodplain that floodplain has been filled in over the years multiple times, probably. There are not simple things such as even an eye wash station or place for contained area for painting or anything else. We do not have a fuel station right now so currently all our employees are having to go and wait in line at a gas station is which not a bad thing but during events, such as the ice storm we had many years ago and everything. More the duration I should say when everyone loses power, you know, last thing the City really wants is their police officers and everybody waiting in line with the public who is already frustrated trying to fill their own vehicles. We operate 24/7 regardless, in particular the police, so there's also the option for shared services potentially. So with that I want to go ahead and turn this over to the team of Star, and we have Hamid and Ali on the line here and let them give us kind of a brief scenario and what they discovered when they're out on our side.

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Star Consultants - New Service/Utility/Parks Complex

Star Consultants Hamid and Ali

Well, thanks everybody. We appreciate this opportunity. My name is Hamid Mukhtar and the president of the company and along with me. Ali Alghothani, he is the Vice President and then we have the lead architect of her company Chris Bendinelli. Again, was this RFQ came out, you know, we felt that this is our niche, this is what we do. And we have a number of similar projects, which we are going to share with you.

So again, all of us have 30 plus years of experience, you know, we stopped at 30 because otherwise we look old. So with that, Ali can introduce himself because I'll be doing most of the talking, so Ali go ahead and tell them.

Ali Alghothani

I will be the lead structural engineer, and also help on the management. We have done at least seven of these in the state of Ohio of almost the same size. So we are very well experienced in this type of structures or land developments.

Chris Bendinelli

Thank you, I'm Chris Bendinelli, Director of Architecture here at Star. About 40 plus year's experience actually and then involved with a variety of the company's assessments and also putting together programmatic developments for various facilities and also pretty strongly involved during the process of quality control, review, making sure our budgets are tight and on schedule. That's part of my role in this project.

Hamid Mukhtar

Now, Can everybody see the screen I'm sharing? Okay. So a little bit about Star Consultants. Star Consultants is a complete architectural and engineering company as you can see from the services list that we have. We have most of the services under one roof starting from architectural structure, civil side, electrical, mechanical commissioning and so forth. During the construction we provide a keen eye on the contractors, regardless of which delivery model it is, and we have in house construction administration staff to take care of that. Just an overview of our organizational chart which probably you would see on this project. I will be the project manager and as you can see the lead. All the leads are well experienced individuals, who are supported by other registered professionals in their disciplines. Now I will share with you some of our previous examples that we have successfully completed on budget and on time. This is the ODOT Grafton facility. The project cost was close to \$5 million dollars. As you can see in the overview. This is truck

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storage, office facility, truck storage facility and truck wash on a five acre site with salt storage, cold storage, and brine material storage. This was built in 2017. This project is very successful and it also included site development. This project is one of the largest facilities that ODOT built to date, total square footage was almost 112,000 square feet. It included the administration area, offices, our truck storage, which was a huge space in here. Mechanics bay, and then we had wash bay, salt storage, it was a complete full fetch site on 15,000 acres. As you can see during the construction process, there's another where we are, this is the mechanic space on the inside, this span on the salt storage 16,000 tons of storage. This is about 47,000, square feet just from the truck storage, mechanic bay, repair welding shops and then we also had the full blown paint shop on this project. The office facility has a lot of office conference rooms, IT rooms and so forth. In the rear of that, mechanic bays. This is another facility <INAUDIBLE> full service maintenance facility, again, as you can see this is a full-fledged facility there's a rendering of that with the office facility, truck storage, maintenance bays, cold storage, salt storage, brine, fueling station. <INAUDIBLE> Athens full service maintenance facility. A very unique side and challenging side we had to do a lot of fill into this because this was in the floodplain area we had to raise the area. So again, similar maintenance facility, office facilities, storage facilities, salt storage fueling station. It also had a paint shop and body shop, situated on the location. This is just the inside office area view of that and this is the truck parking internal space that you can see in here. Heart Fayette County full service maintenance facility again this was a demolition of existing facility, and we had to go back and established a new program for this facility. So the existing facility was demolished. And we had a new facility with again office area, truck storage, mechanic space, cold storage, salt storage, fueling station. So again, it's the same kind of facility that City of Reynoldsburg is looking for. Again we had some biosphere that were required to have retention at the site. So we made use of those. City of Columbus, Georgesville is will refuse station. Again, we have about six mechanic bays, office facility, which is in the front end here. We have truck storage, cold storage, parking facility. I think this project has gone to the City Council, and it's in the approval process. The construction budget is approximately \$14 million dollars. Main Yard City of Columbus, now this was an existing site where we added the materials storage facility. And then also a truck wash facility. So, what is required, you have two sites in here, there's a wish list versus the reality. Based on our experience you know we go through a process and what you see on this chart. This is a typical flow chart that we utilize to establish what realistically is possible within the budget you have, and have realistic expectations. So what we'll do is we'll go through what the information is available, we'll have assessment of your facility. And then we establish a program for your facility,

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taking into account your future requirements, see what your manpower is going to be, and how much space do you need, and then we will evaluate both your sites and make recommendations to the City. Whether it is feasible to consolidate all those activities on one side, or we need to keep both sides, you know, and that is still up in the air, again it is a function of your needs, plus the available funding. So this is a tricky part you know once we establish and everybody agrees on what needs to happen. The next step would be going to the design phase, and that's where we were going to design the project, and also discuss with the City what delivery model would best suit this project, whether it's going to be designed with<INAUDIBLE> or a design build project and our team has extensive experience with all kinds of delivery models in the construction. You can have best design but if it is not closely watched during construction there might be challenges, and our team ensures that whatever we design what the design intent is the same team carries over into the construction administration phase of the project. In other words, our team is going to be fully involved in the construction administration phase of the project, and ensure that the design intent is implemented and the City gets a quality project on time, on budget. If you look at our client list you'll see it's just a partial list, we have worked with Ohio Department of Natural Resources, Ohio Department of Rehabilitation and Corrections, City of Columbus, Columbus City Schools, Columbus Metropolitan Housing Authority, United States Air Force, the list goes on and on. I would say in the last 25 to 26 years, we have literally worked with every agency and got commendation on what we have done completely successful projects on time, on budget. We also have in the corporate world we have number of clients, but the public sector keeps us so busy that we hardly get time to venture out in the private sector. We pride ourselves on how we do our cost estimation and how we predict what the project values would be. This is just partial list of the projects that we have done. Can as you can see in here we predicted the cost in here and what the actual cost was. And the difference is represented in the last column which is product on this graph estimated versus actual costs construction costs. And as you can see that all our projects lies within 10% bond, you know, we did have some outliers, where we predicted the cost high but most of the time, our budgets, and our estimation are within the project costs. Historically, our change orders have been less than 1% on all our projects. The older projects that we share with you the Grafton one with the budget of about \$4.5 million. This is what the change order list is and if you see that the change orders were less than .001% on a \$4.5 million project. We had about \$3200.00 worth of change orders on the Cleveland project, which was about \$17 million dollars. We had less than half a percent of change orders due to enter and emissions. There were some side conditions, which obviously are accounted for, what I am talking about is due to our errors and omissions, so we have an excellent track record on this.

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Obviously, we make sure that all the stakeholders are on the same page we have a candid discussion with everybody, open communication between all the parties, make sure that everybody understands what the project is, what the expectations are and what's going to be the end product. So it is important for us to have candid honest discussions among the stakeholders to understand the real expectations the project but make sure that the project budget is in line with the expectations and everybody understands how we are going to move from point A to point B and so on. So, we feel that based on our prior experience specifically with the construction type and facility type that you are looking. I don't think that our credentials could be matched, we totally understand what the scope of the project is. We understand all the delivery models, how to deliver the best product to you. Under the circumstances. We believe in partnering between the client, ourselves and the contractor and this is the only way to give you a successful project. We do have the capacity, and we can deliver on time and expeditiously, if we are given the opportunity on this project. So with this we just end our brief presentation and if anybody has any questions, we'll be more than happy to answer those.

Councilmember Strickland

Thank you Mr. Hamid, for coming in and doing this presentation. I'm also a program manager so I understand when you say, you know, making sure your time and budget is everything right. And also managing the scope creep. As you know, as we continue to go through the process of creating the plan, and really start designing and start implementing things start to shift, how would you manage scope creep, or may happen within the project, how would you manage that scope creep to make sure that you are coming in, within a time and also budget parameters?

Hamid Mukhtar

Scope creep is always a challenge on the project. Okay. Can you see the slide I'm sharing right now wish list versus reality. So this process if you look at it, you know at the end of the toughest part in this process which you see here. That's why I said that candid discussion and communication between all the stakeholders is really important to understand. And once we establish the program of requirements you know we will have options in there. And there's always a wish list and there's always a reality. And at the end of this process we would agree to the scope and the budget, and anything that we add on is scope creep from that point onward. Because once we move into the design, we would have a well defined program of requirement, we deviate can from that, you know, obviously there's going to be either <INAUDIBLE>, depending on what we do. So, that's why it's really important for all the stakeholders to understand that any change we do has

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a cost associated with that. Early on, we can minimize the cost. If we bring on changes at the later stage you know the magnitude of or the impact of those changes are significant in terms of cost and schedule and schedule is money, time is money. So we make sure that once we move on with this program we all agree on what your requirements are, everybody understands how big of a facility you're going to get and what amenities you're going to get in there. And that's it. Yes, we redefined the program and go into the design, you know, once the design is refined there's always changes, you know, but at every stage you know if you look at this flowchart in their City review and comment validate budget and schedule at each phase. So, the budget, and the scope we just don't agree here but every stage of the design once we go in there you know we have to validate and make sure that we are on budget, and on schedule. Everybody understands that, so it's really important you know it's not a moving target you know it's a target that we have a budget and schedule, and we have to make sure that we validate that at each design stage, as we go along.

President Pro Temp Bryant

Thank you gentleman.

Communications

TREASURY INVESTMENT BOARD MINUTES

There are no additional communications.

Motions

A MOTION AUTHORIZING THE MAYOR TO APPLY FOR TWO GRANTS FROM THE RECREATIONAL TRAILS PROGRAM (RTP) AND THE CLEAN OHIO TRAILS FUND (COTF), ADMINISTERED THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES

Director Bowsher

This one is before you as we had one in January for the first one I said we were going to get to other grant possibilities that are here.

These have been delayed a bit these will not go until later in the springtime. Three total grants that we're going after they can be stacked up on top of each other, the grand total will be about \$1.2 million for the project, and out of pocket expenses for the city if we were awarded would be about 350,000. I'm going to go ahead and share my screen

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because it didn't look like it get it added into and I think just us walking through that may be of help for everybody to visualize what we're trying to do this ready Andrew. Thank you. So, as you can take a look here, this is a stream bank restoration project and trail, add on for a bridge, as you can see in the yellow lines if you follow my cursor. This is the West Bank of Blacklick Creek, Senior Center. Huber Park. To see you can visualize a new bridge here. As you just saw in the last presentation. This is a potential future side for new development if those facilities would be consolidated. The idea being that we need more connectivity in our grant packet, it's about 80 pages of an in depth read of talking about where you can actually cross the Blacklick Creek safely one being main streamed the second one being Livingston, both of those very tight. When you do cross, the Livingston one has no actual barrier across like the Main Street one. So safety is a major priority this one would be obviously be connected to old Reynoldsburg for this potential new development and everything to the north and south of it to include the Redwood Homes. The idea being said, you can tell that the creek bank erosion, you can see the Blacklick trail. These are pictures as part of our application. And see it continues, this is actually two years old at this point. Last December to December years ago and so it's actually eroded a little bit further. The idea being is we go back to this page, you can see we're creating much more of a riparian buffer. This is to reestablish that repairing corridor, allowing for the creek to have more natural movement north to south through the park. They will be taking out the honeysuckle in addition to other non native species, replanting with native grasses that can hold deeper roots and allow for the functional ability of the stream bank. We will be pushing the, the trail out, and this is really the first phase of potentially, you know, continuing to do that and other areas where it sort of encroached, a long time ago. This would have to be an elevation this side of the creek, the West Bank is lower than the east bank, so it'll rise and then crossover, as I mentioned, \$1.2 million to a project. And then, that includes all the stream bank plus the veins that would be going in here these are rock veins. This allows for more natural movement for the water allows for better stream bank, and as well as rippling ties allows the water to move more naturally. So all this is included in this is a project that I know our Parks and Rec Director, Donna Bauman, was after a couple years back, the funding wasn't there. This, coupled with, I know some of the products that we had talked about an executive session as well as the future development of this site allows this and we think is a great project that's going to allow the creation of more economic development because of the stream bank being able to see into it if you if you walk there now you can actually see the water and that's, you know, I feel like that's a shame. We're missing out on a really great piece of the City that we can go and do and typically they don't do a lot of stream bank restoration projects through MORPC so the likelihood of getting this funded I hope, is

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extremely successful. Certainly, we are asking for the right amount versus how much we would be paying back, of course, we wouldn't pay anything or do anything until we rewarded this project when it commenced until either 2022 or 2023. Priority would be 2023.

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

A MOTION RECOMMENDED BY THE MAYOR TO CHANGE THE PERMIT TECH POSITION IN THE BUILDING DEPARTMENT FROM FULL-TIME TO PART-TIME

Mayor Begeny

Earlier this year, one of our full time permit techs took a position in another location, and upon further review of internal needs of the City and with the potential of us looking to add a part time CBO into the City in the not too distant future. It was felt that, for the time being, we could handle reducing the position from a full time to part time position. This will not adversely impact what we're doing development wise but it will help us do a little cost savings measure in between the time that we might potentially bring on a CBO to maintain and kind of work with some of the other things that are coming and this was something that was asked to be presented to you so that way you are aware of kind of what's going on within City Hall again in an effort to increase transparency.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO UPDATE THE APPOINTMENT OF A MEMBER TO THE CIVILIAN REVIEW BOARD

Attorney Shook

Yes, thank you Councilmember Bryant, as indicated in the motion request Ricky Keys spends half his time in Ohio and half his time in Florida, he's retired. He's living his best life and he recently changed his voter registration to Florida. So he would be ineligible to serve on the board. In order to meet the law enforcement requirement for the board I reached out to recently retired, Sergeant Jeff Gregory who was here on the zoom call to

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ask him if he would be interested in serving and I believe he is. Now he's recently retired so you know I can understand how anyone might have any concerns about, you know how his relationship with current officers his ability to be fair and impartial. I can tell you, based on my interactions with him he has impeccable character and, and I do not believe that there are any concerns for bias.

President Pro Temp Bryant

I would concur with Attorney Shook, Sergeant Gregory is an upstanding member of the City of Reynoldsburg and I think he will be a great asset to this Review Board.

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

A MOTION TO RECONSIDER ORDINANCE NO. 4-2021 AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL REAFFIRMING SUPPORT FOR THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE US ROUTE 40 AND OTHER RELATED IMPROVEMENTS IN LICKING COUNTY, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Attorney Shook

This is a motion to reconsider an ordinance passed the last meeting to reflect a change in the language. This was an ordinance that was passed as an emergency; however, the language in the ordinance indicated that it would not be effective for 30 days. So we're bringing this back before Council to move to reconsider it, amend and then hopefully reapprove.

Councilmember Baker makes a motion to amend Ordinance No. 04-2021 to add emergency language in Section 7 as shown in the Council packet. Second by Councilmember Lawson-Rowe. Role Call; Lawson-Rowe - Aye; Cotner - Aye; Baker - Aye; Strickland - Aye; Salvati -Ay; Pyakurel - Aye; President Pro Temp Bryant - Aye. Motion carries 7 to 0.

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Councilmember Strickland makes a motion to approve Ordinance no. 04-2021 as amended. Second by Councilmember Salvati. Role Call; Lawson-Rowe - Aye; Cotner - Aye; Baker -Aye; Strickland - Aye; Salvati -Ay; Pyakurel - Aye; President Pro Temp Bryant - Aye. Motion carries 7 to 0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Meredith Lawson-Rowe, Councilwoman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Reports

Auditor Year-End Review

AUDITOR YEAR-END REVIEW

Auditor Cicak

Good evening everyone, President Pro Temp Bryant, members of Council. Thank you Mollie for having this slide on for me because I didn't trust my internet connection. But I just wanted to give you a 2020 recap. It has been a year for the records. For the first time in our history, the price of oil futures were in the negative last April. We experienced the S & P 500 index had the quickest 30% decline in history in 22 days. We had the largest single quarterly change in our gross domestic product at a negative 31%. Hardest hit were 6.8 million people, largest weekly initial jobless numbers which were on March 28th. Unemployment went from 4.4% in March to its highest rate ever a 14.7%. However, there is some good news. So, it has been a wild year I just want to give you a recap. Remember in our training we sent out every dollar that comes to the City of Reynoldsburg through our municipal income tax it's broken down to the general fund, the CIP and our debt retirement fund. The general fund receiving 73 cents per dollar, the CIP receives 15 cents and the debt retirement fund receives 12 cents. If you'll see our general fund is at \$13.2 million. And that's pretty healthy our CIP is at 4.1%. We're down a little bit from last year, but that's to be expected with the reduced collections that we've been experiencing. And the debt retirement fund is at 2.5 million dollars. This week, ball was just about every year so we can pay our debt and our bonds. Next slide, please. Thank you, Mollie. This is our, our general fund and you can see how we finish up in 16 and you see a gradual increase, 17 and a half was when issue 11 came online. And then there was a surge of spending and police cars and things that hadn't we haven't had for a long time in 18.

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19 that seemed to calm down a little bit we finished a little bit better. And we did even better last year with our controlled spending, and with the availability of the CARES ACT funds, at the end of the year we were able to add that \$2.1 million to our to our general fund. So if you'll see, it looks pretty good. Okay, thank you. Mollie. 14 the capital improvements. Back in 16 our CIP had a very small balance \$2.4 million. And we've gradually build it up the big bar in the center is the Community Center. So we've got an increase of 42% from 2016 to 2020. However, just remember that, that 15 cents per dollar goes to the 410 fund, and this is where we pay for all our capital improvement programs and projects. And the next slide, is something that's near and dear to the Mayor and my heart. Every month, twice a month, whether it's a Holiday, Saturday morning, whenever it is these numbers come out, I share them with the Mayor immediately. Going back, it's hard to read, but pictures tells 1000 words back on the left side is our collections for municipal income tax, and as far on the left bottom of the graph. You'll see that's 12 of 17, all the way to see if I can't even figure that part out, but you'll see on the far right. That's our current. These are occurring years it's a little small for you to rebuilding your pack and I'm sure you could see it. And I broke that slide down into the next slide, which is a little bit easier to read. You'll see, we're Covid hit us last month, or last year in April. Our deposits were usually right about 2 million and then in half a million and a half halfway in to the month. Now if we go back to April, and you look at this, you'll see we haven't had a deposit over a million and a half dollars since last April until Valentine's Day weekend, in which I was very happy to share that with the Mayor we took that as hopefully a turn and the events of our deposits. But that's the fate, this is this exact numbers that we are receiving right now. So we have been, this shows about a half million dollars of reduced revenue every month. And equals to our people in Reynoldsburg is about \$20 million in less payroll per month earned. And hopefully we'll see a turnaround with the vaccinations, and we'll see these numbers go back up to, in the two, two and a half million dollar mark. But I just wanted to bring all this information to you as we move forward and 2021. And if there are any questions I'll be glad to answer them.

Councilmember Strickland

And maybe I might have missed it. What was the total earning income from the City, or to the City last year?

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Auditor Cicak

I haven't had a total debt but I'll get that to you in an email. I usually have been looking at this in a month to month basis. I'm actually not even finished. We're not finished with the accounting for the whole year this is just our general fund balances.

Councilmember Strickland

Okay. Do we have an idea regarding the expense that the City, like what was that total expense for 2020?

Auditor Cicak

Those numbers came in from the from the Mayor's office in our budget and I think we just finished just right around underneath the budget on numbers but I'll get you the final numbers when we're done calculating in the county.

Councilmember Strickland

Thank you. And I'm hoping that again we can you know moving into 2021 that just knowing what those numbers are and that way we can kind of compare as we, you know, move throughout 2021 and hoping our overall budget is on track and, you know, as a City we are in good standing so thank you.

Auditor Cicak

Absolutely. The Mayor and I work on this all the time, we are very much aware of the reduced revenue we've been experiencing since Covid 19 hit us and you can see by the numbers on this chart that they're not, they haven't topped one and a half million dollars until just this past the weekend holiday, St. Valentine's Day weekend, and that was at 1.6 and everything else has been below that. So we still need to be very cautious of everything that we're doing.

Councilmember Baker

Do you have a rough idea of when the numbers will be done for this?

Auditor Cicak

We are finalizing the calculation now and there are some small things, they won't change much but we still have bills coming in from last year.



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President Pro Temp Bryant

Would you mind sharing your monthly figures with us? I think, at least until you can get the annual ones together, that would be of interest.

Auditor Cicak

Certainly, they're included every month in the TIB report. So when you go into your packet and you'll find a graph that looks just like the one that you've seen.

President Pro Temp Bryant

Ok, I just want to make sure everyone knows where they can find it.

Councilmember Lawson-Rowe

Thank you Auditor Cicak for the presentation. I do have just two quick questions. Okay, we know covid was like the headliner for 2020. Barring covid, not including covid. Tell me one bright spot in terms of your audit and then to tell us the challenge, without using covid.

Auditor Cicak

Challenges, always remain. There's something else that we're going to talk about later on in this evening, I have an employee that has been served the City of Reynoldsburg for over 30 years and she's choosing to retire and that has been a big concern of mine. I have been very, very happy and the amount of communication that I'm receiving and working with the Mayor's office, and with this directors. I don't see any kind of spending that is frivolous or things that we don't need. I work in my offices I can't speculate on numbers and I can't foresee the future so I pretty much just live in what we're dealing with on a day to day basis. The thing that really bothers me is the reduced amount of interest rates on our treasury investments. The interest rates went from 3% down to less than a quarter of a percent overnight. And that accounts for one of the third largest sources of income for our City. That's all. I don't understand what you mean as far as for like a bright spot. All I know is that we finished it better than we did last year.

Councilmember Lawson-Rowe

That's a huge right spot. Thank you. I just wanted in layman's terms what was a challenge and what was the bright spot barring covid. Thank you.

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CLERK OF COURT REPORT

Clerk Prasher reported that the Clerk of Court submitted monies collected from the courts held on, 12/3, 12/10, 12/17, 12/23 and 12/30/20 in the amount of \$13,277.00.

There is no Development, Parks & Recreation Committee meeting.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for February 22, 2021.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Vice Chair Lawson-Rowe and President Pro Temp Bryant.

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

Keith Benner

I have spoken with many of you one on one, and I certainly appreciate you making yourself available. To those that I haven't had an opportunity to either reach out to or connect with, mine is an unpaid position so times doesn't allow me to talk to everybody but I've provided each of you with copies of the contract a couple weeks ago. I hope that you've looked at that contract. I find that to be one of the more egregious parts of this legislation. Not necessarily the legislation but the housing voucher program. I think its necessary I make something clear because I don't believe I've expressed it before, affordable housing is an issue. Housing segregation is certainly an issue. I'm not against trying to fix those. It is my opinion that this legislation as written will not move towards solving either of those issues. The other problem I have is that it lumps me and my colleagues, I'm speaking of people I know, friends I know, colleagues, I know that have 1,2,6,8 whatever it may be, a few rental spots here in Reynoldsburg, and you're lumping them with Caleb's Crossing and Century City. Those conglomerates will swallow this pill without any issues. I'm not sure how many of us might choke on it. Regardless, I appreciate everyone listening. For those that I haven't been able to discuss this with one on one or any other rental

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legislation that's being considered I'd be happy to do that, if you just reach out. If you're convinced factually that this legislation as its written right now will solve the problem then it is your duty to vote for it. If like myself you have reservations, then perhaps it needs to be revisited and maybe it can be altered in some way that will make it more effective than I believe the current legislation is. As always I'm happy to live in a city where the City Council and its members will listen when someone wants to talk to them. I appreciate the Mayor and the Attorney Shook. I wish you all good luck and I thank you for my three minutes and I think I got it so Mollie didn't have to yell at me. Thank you very much.

Attorney Shook

We've now had two work sessions on this legislation, and on the other items of rental legislation here before Council this evening. It is now being presented to Council as a first read. I did have a conversation with Councilmember Strickland about making an amendment to this particular legislation between now and second read and my understanding is that is our intent. With the amendment it would be to change some language that affects how they count income. So this legislation prohibits discrimination on the basis of the source of that income, but landlords can still discriminate based on the amount of income a potential renter has. And, if my understanding is correct and Councilmember Strickland can correct me if I'm wrong, a new language would be added to require that the value of a voucher be added into any calculation of a renter's income for that purpose. And so that's something that we will work on and make sure that the language works appropriately and will submit that language between now and second reading.

Councilmember Cotner

I don't know how many properties you own and if you're comfortable sharing that. You've been the only one in the community that's come out and spoken out. So maybe you and you did reference some colleagues that you do share some concerns with. What's the biggest concern you have and that you see to fellow landlords and property owners with the implementation of this particular legislation?

Keith Benner

I do know several folks in Reynoldsburg that own anywhere from one to maybe six, I own six. These aren't people who, you know, several people that have testified have said that. You know it when you go into this business, then you should expect some regulation on this or that. These aren't sophisticated people, these are people that have

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maybe, maybe inherited a house. You know they're not real estate moguls, they're just the guy who got a house from his mom or dad didn't know what to do with it didn't want to sell it to time put it up for rent has some renters in it, dealing with the Columbus Metropolitan Housing Authority. Understanding full well that they mean well. It's just not an easy thing for the average guy to navigate. I know your earlier Mr. Valentine, I've spoken with him before, text I guess back and forth, but his mentorship, you know, it seems odd to me that I've been doing my own properties for over 15 years and I've managed properties for over 30 years. Metropolitan Housing Authority thinks I have to go to a class in order for me to be able to accept one of their renters that just doesn't make any sense to me whatsoever. Now those classes are either waived now or they're being done by zoom but still it's a problem, the contract is the biggest problem. The contract if you read it, it tells you that if your tenant that is on a voucher has an extra child, if they get pregnant and have a kid while they're living in your unit. They can stop payment and actually make the tenant, move. That doesn't seem like a program that benefits and underprivileged are economically challenged person, that person. All they did was have another baby. If indeed they have an older child that maybe joins a service and leaves the house, it changes their status with Metropolitan Housing Authority and the authority can terminate the contract at that point. The Metropolitan Housing Authority is the boss, it says plain and simple, they control, and I just I find that hard to live with.

Councilmember Cotner

The, the comment we've heard a lot is, is the housing shortage and looking for affordable housing. Do we have any indications that voucher programs will help cost be lowered, or maybe even Mr. Benner, do you see these as potentially being rising costs for the property owners and ultimately the tenants in a situation where vouchers become required?

Keith Benner

I'm not sure the legislation alone will raise rents in Reynoldsburg but Andrew Bowsher is raising rents. With all of the development that's going on, sorry. These new places are going to make all the boats raise. Your average, I looked today, I actually have a rental that's going to be available soon. I looked on Zillow, and I was shocked that three bedroom one bath on a slab in Brookside is actually people are asking \$1275.00 for rent. That's amazing to me. I spoke with a Council person today. My rents are nowhere near that. But my tenants are friends, or they became friends. My tenants are people that needed a break and got a break, and so now they, they're

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good members of the community they love those schools. And one of the things that I heard was well this will help people get into schools. Reynoldsburg has open enrollment. You can get into our schools. I think that the fact that Reynoldsburg is growing and getting better, as fast as it is, is going to make all rents go up, and that in turn is going to affect your voucher holders. You had Amy Klaben on who lives in Bexley and they passed a law. I guarantee there are no housing vouchers being rented out and in the City of Bexley. Rents are just so high. I mean, it's nothing against the people of Bexley. I don't mean that but rents are high and in an area where the market can charge what it can charge for rent, that's what it's going to be and I don't see how this is going to help matters.

Councilmember Cotner

I did a brief search into Bexley after receiving the letter from Ms. Klaben and listening to the story they had on ABC when they talked about Bexley passing that legislation and not only can you not really find anything for a voucher you can't really find anything to rent in Bexley. So, I'm not really sure that Bexley scenario is relevant to what's happening in the City of Reynoldsburg that is the second fastest growing market in the country. Development on every corner. There's been a lot going right here for a long time. And there's been a very open door for quite a while, while not perfect, I know that we have a lot. Auditor Cicak, I know you've shared with me maybe you recall some numbers, but you have talked about some of the vouchers that you've seen the numbers statistics through the Central Metropolitan the Housing Authority. Reynoldsburg has a pretty large number comparatively speaking to Central Ohio communities already. Is that accurate from what you have seen and shared before?

Auditor Cicak

Before I was a Councilmember, I owned a FedEx route. I always wondered what the little white cars that said CMHA we're on them and I would see them all over the City. So when I did get into Council I did a request to find out what this information was. And I wrote them a letter and I did get a response. I asked for the amount of residents and units in Reynoldsburg and I did get. I asked for the comparison to all the suburbs of Columbus and what Reynoldsburg has. My numbers are from 2017. Mr. Benner even commented, he's not sure if they're right, I asked for the City numbers but they said 43068 so it might include below 70, which is not the City of Reynoldsburg, but it does give you a good idea for our other suburbs. In 17 we had

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412 units. Grove Port had 14, Hilliard had 140. Upper Arlington with 160 and New Albany with 0.

Reynoldsburg is the City of respect and we are welcoming community and we all want to see everyone have a home. But that's just what I wanted to share I have no other comment on this.

Councilmember Lawson-Rowe

Thank you Mr. Cicak. I do have a question, President Pro Temp, since we're in committee is it appropriate to ask Ms. Amy Klaben if she'd like to offer any remarks, since we have Mr. Benner offering remarks.

Clerk Prasher

Madam President you may invite anyone to speak at any time.

Amy Klaben

We'd like all municipalities all over the country not just here in Franklin County to be welcoming communities and I'm glad to hear the number of units already in place that except housing vouchers. It's economically good for the community for people to have the choice to be able to live where they want. This is not a question about where I live, and just be clear that the City of Westerville has already also adopted an ordinance to protect people from discrimination. The City of Columbus is supposed to be having their first read on this type of ordinance on March 1. My understanding is that they have finally approved through their processes the ordinance. They'll be looking at other communities as well. To say that a landlord may have inherited their property and therefore they don't have to fully understand all of the rights and responsibilities of being a landlord and the commitment to their tenants is not in my opinion an acceptable view. Yes, there are various regulations that are difficult or may be the first time. But, as Mr. Valentine testified earlier there are organizations to help if a landlord needs that assistance. There are many small landlords all over the country that do participate in the housing voucher program, it does provide a steady source of income. If a tenant loses their job, or other things happen and so their income is reduced. So many landlords big and small, do already participate in this program, and have learned the processes that are needed to run their business or a small landlord, make it financially successful for them. So, it's important to protect people, regardless of where their income comes from, to be able to choose where they're living throughout the community. Reynoldsburg is a growing community and there's a lot of economic development which is fabulous. When you look into the

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future, you want to ensure that housing is available. The rent paid through the Housing Authority has gone up recently, and it'll continue to react to market forces. And that will help citizens of Reynoldsburg, be able to access units throughout the community based on their needs and their desires. So thank you and I'm available for questions, if there are any.

President Pro Temp Bryant

I know Auditor Cicak and Councilmember Cotner were just discussing the voucher use and Reynoldsburg. Do you have any information on that in terms of how many of those are actually within the city of Reynoldsburg as opposed to simply just having a Reynoldsburg mailing address?

Amy Klaben

I do not, but I can ask the Housing Authority if they could provide that information. And, which I assume they can, and forward it to you.

President Pro Temp Bryant

That would be appreciated because we do have a fair number of complexes that are on the other side of 70, I think that tends to taint our numbers a little bit.

Amy Klaben

And remember that there are about 12,000 vouchers. Within Franklin County, I believe it's the county. And so if 412 and 2017 were potentially within Reynoldsburg, it leaves the vast majority, 95% are in the City of Columbus. And it's important when you look at the mapping of where the usage of the housing vouchers are within Franklin County, it follows the red lining maps from historically, when red lining was started, they are concentrated and many people would like to have a choice to live throughout the region, and have access to jobs. So, we would look at this region wide, and look at the impact on the people who have vouchers. But yes, I will contact the housing authority and see if they could provide that information.

Mayor Begeny

Well I don't have a question. After the last meeting I actually did some data mining and find out through the Columbus Metropolitan Housing website to get an idea of some of the misconceptions that might be out there. I do believe and what Auditor Cicak was saying was accurate in terms of the availability of places of housing units that all that well except vouchers however the use of vouchers is significantly



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different. These are numbers from 2019 so obviously things have changed considerably in that time period a lot of housing has gone up in not only in Reynoldsburg but and surrounding communities. Basically, according to their website 4% of the county's housing is located in the zip code 43068. So in 2019, there's estimating that there are about 564,325, housing units in the Franklin County area of that you're looking at about 22,573 in the 43068 zip code. So when you look at the potential of about 1% of that, residents in Reynoldsburg would be are on the 43068 zip code would be in a housing voucher system, you're looking at approximately 130 units in the 43068 zip code. So that doesn't even include just the specifically the City of Reynoldsburg itself. That includes some of the other areas outside so we are not talking about a large widespread use within Reynoldsburg itself, according to the numbers from 2019. That's just for factual information based on some of the numbers that are out there that the Columbus Metropolitan Housing had put out again their most recent information was in 2019 I thought I'd add that.

Councilmember Lawson-Rowe closes the comments.

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

An Ordinance to Establish Chapter 701 Landlord-Tenant Relationships of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook

This is the renter's choice legislation the language is the same as was presented at the work sessions on this item. It's in committee for a motion to go to first read tonight, there's any questions I'm here to answer them.

Councilmember Cotner

So this was again a little, little different how we haven't talked near as much as this one it's kind of sliding by as an auxiliary piece but. Is this the type of legislation that's been kind of hand in hand with source of income and other communities? Is this something a little more unique? I'm just kind of curious and again, the attorney that spoke the first night didn't seem to care or have a preference or problem with it but just kind of curious about a little more history on this one and you know how that's kind of gone along with that.

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Attorney Shook

Yeah, I don't know that I could speak to whether this is an item of legislation that necessarily goes hand in hand with source of income. The source of income legislation was requested by Councilmember Strickland, this legislation was requested later on by Councilmember Baker. I believe, at this time, Columbus is considering legislation very similar to this. I know the City of Cincinnati has passed legislation of this nature. But I couldn't say that they necessarily go hand in hand.

Councilmember Cotner

Councilmember Baker, can you share then your thoughts into this? I get it I have thought you know anytime you're going to go rent something, you got to come up with first month last month security deposit it's expensive to get into a rental. Seems like more than a than a buying your own home sometimes but I'm just kind of curious have a little more background and of where the taking the ownership rights away and mandating what the City Council is going to say to property and business owners.

Councilmember Baker

First, I came upon this when I read an article in the Cincinnati Inquire when Cincinnati was bringing this up for vote, and I did my own research, reading about this specific ordinance because this is one of several pieces that Cincinnati had passed. When I asked Attorney Shook to put this together I want this to be Reynoldsburg specific not the same legislation as Cincinnati. Because I believe that it should tailored to the community that it's going to be and I'm part of that and part of it is my personal experience as a renter. When it really starts back when I was in college, and also seeing firsthand of my parents, my mom tried to rent, where there's places that we really like, and we were turned away because my mother cannot afford to pay a security deposit, first month's rent and last month's rent. I don't believe that a person should have to pay a previous rent, when they haven't even lived in the unit in the first place. And it stems to my personal experience when it comes to renting when I was a student at Ohio State where there was a lot of places that I looked at I really liked, but as a college student I cannot afford because they wanted first month's rent and a security positive which was the same amount of the first month's rent now you asking a college student to pay basically, two month's worth of rent up front. That's crazy. Especially when working a part time job for minimum wage at the time was \$8.50. So, with that being said, when I read that it clicked in my mind that this was a

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really good piece of legislation that help break down the barriers that most people with limited income cannot afford. And that is a common barrier when it comes to deciding where to live. And so I thought, the City of Reynoldsburg could benefit from this because I remember a discussion I had with Superintendent Melvin Brown and he told me at the time this was about a year or two ago, the number probably is over 50% at this time, that most of the students go to Reynoldsburg schools, 45% of them is either one free or reduced lunch. Now, I don't know about you or anybody else but I don't think anybody making 80 grand a year is going to be on free or reduced lunch. This is people that live below the 250% of the poverty level, and this is Reynoldsburg, I'm not talking about Columbus I'm not talking about Grove Port or Gahanna. This is Reynoldsburg which I found shocking and sad. So, when I looked at this piece of legislation, it just coincidentally happened around the time of Councilmember Strickland, because I wanted to introduce this earlier, but I didn't get a chance to get to it because I wanted it to be right. I didn't want to rush them. So, that is the reason for this legislation. And I said it once and I'll say it again even though some do not agree with me that landlords will get their money, it is just that they're not getting it that day of, they have six months according to this legislation for the tenant to pay them the money, rather they're doing it as a separate payment or part of the payment of the rent. That way, when somebody chooses a place to live they're not hit with all these monies and fees and understand rent basically goes up for anything. I remember when I would like to set I was written in college, my room, my rent up twice, once each year because they claim water is going up, they claim renovation and that hurts. Especially when you are on a limited budget and have no one else to turn to. So, this piece of legislation to help relieve some of those, I would say pains that a tenant cannot afford to go into the unit that they like. So that's why this piece of legislation came about.

Councilmember Cotner

Well, it's not six months, its six months at a reduced rate, or its 11 months at the full rate. And, you know, still a concern though that at least you know has to be considered as if you're splitting that security deposit over 11 months. And, two or three months you have a tenant that defaults on payments and has torn up your place, again Mr. Benner has been fortunate to have some good renters that he's developed good relationships with but they don't all turn out that well. I think that's still an at least a point to be aware of. Respect to realize there are property owners that invest a lot into the small property owners. I've seen Mr. Benner and the properties he's got working hard, you know he's not out there trying to shortcut, he's putting a lot in so

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that he can have a quality place and you know wants to have quality people, but, you know, it happens sometimes that you don't get the best renters in and you only get a two months of a payment, that's a pretty big hit for a landlord. And to clarify, I do think I understand this last piece of it Attorney Shook, on this, the security insurance is only if the property owner has ten or more units. If you just are, you know, whether you inherited the property or you bought it yourself. You are one rental property. This legislation does apply to you. So that's only the, the exception of it is only the ones, only the third point of the security insurance option. Is that correct?

Attorney Shook

No Councilmember Cotner, that's not accurate. The subsection A of section 701.21, the options that a landlord is required to present to a prospective tenant. Those only apply to any landlord who owns or controls more than 10 rental units. Anyone who owns 10 or less would not be subject to this particular legislation.

Councilmember Cotner

All right, thank you for clarifying I'm sorry, I cut you off, go ahead.

Attorney Shook

Sorry. One other point of clarification. The installment payments for the security deposit that would be a full security deposit over six months or a landlord could offer to accept immediately, half of the security deposit at the time that the unit is running. So the half amount is at the same time as the lease signed in the full amount is over the course of six months.

Councilmember Cotner

Thank you for some clarifications. I think the most important part though is the allowance of the smaller landlords, if they had somebody that ruined a brand new carpet in there that would hit an individual landlord pretty hard so that point is good to clarify. That gives the individual smaller property owner some flexibility. Thank you both.

Councilmember Baker

Well, let me clear let me clarify something that you said and I'm trying to remember exactly what you said that a landlord will get their money. You said that a persons in there for three months and they basically Animal House the apartment. They are still on the hook for that security deposit rather they get evicted or not. It doesn't say that



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they do not have to pay, they have to pay, just like they will have to pay the rent. I would assume the landlord will take them to court to get their money and seek damages for the unit. Even if they do pay the security deposit, who says that the damages aren't more than what that's the security deposit is. They are still going to have to pay out of pocket. So why keep people from being able to rent a unit. If you're banking on somebody's going and tearing up your unit that is up to the landlord to make sure they make a good educational decision on whom are they going to rent to. If somebody's going to tear up your place, they won't tear it up whether they've had an eviction or not. So with that being said, you're going to get your money one way or another, it's just that it's not, I don't want this to be a block for somebody not to be able to rent a unit because they cannot afford it because of the amount of money that is required and put up front. Like I said I have, for the majority of my life, from a kid to college to now I have rent. I have dealt with all kinds of landlord. You're good landlords like Mr. Benner. Your slum lords, and also your cheap lords, as I call them. And so, when I talk about this, I talked about this not from somebody else's experience, but also my experience.

Councilmember Cotner

And I think most renters are good. I mean I again like everything, it's always the handful of exceptions to the rule. Most renters are trying their best and trying to keep the places clean and trying to pay their rent, but even the best person who screens someone can have a mistake or have something happen so, and again, there's no guarantee you're going to get your rent. Evictions are not easy and trying to collect through courts is not easy so it's just again the security deposit gives them a little flexibility. I said, you're right it's landlords have a responsibility to screen as best they can and have the best tenants and if they go in and Animal House and like you said, they're going to have a more of a headache than just a security deposit.

President Pro Temp Bryant

I would just like to comment that if the landlord is managing the security deposit in the manner in which they are supposed to, which is meant to be deposited and then held until that person leaves, the landlord doesn't need it all up front anyway because they're not going to need it until they leave. Although let's be honest I'm sure there's some landlords that take that security deposit and it's probably getting spent before that person is out of there if they are not playing by the rules. I think this puts people in a position of not just allowing them to get into a home with less of a burden, but it

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could also be helpful for the landlord and budgeting and handling that security deposit a little better.

Councilmember Lawson-Rowe closes the comments.

Councilmember Lawson-Rowe makes a motion to move the ordinance to Council for a first read. No second is made. The ordinance does not proceed to Council for a first read.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for February 22, 2021.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Strickland and President Pro Temp Bryant.

An Ordinance Creating Chapter 1397 Rental Property Registration to the Reynoldsburg Code of Ordinances to Provide for the Registration of Residential Rental Housing Located Within the Boundaries of the City of Reynoldsburg

Attorney Shook

Yes, this legislation is identical to that which was presented to Council for work session at the last meeting, it would be up for a first read tonight if the committee moves forward. I am here for any questions.

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

An Ordinance Authorizing the Mayor to Enter into a Contract for 2021 Fireworks Display, Waive Competitive Bidding, and Declaring an Emergency

Director Dorman

So this is just a contract and we enter in annually with Pyrotechnico. Which is the company that handles the fireworks for the Reynoldsburg. I think they've handled it for the past several years. I'm very familiar with this company as I worked with them in the past. They do a lot of cities around our area. Basically I know last year that we did not move forward with this due to covid and they were very accepting of the



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situation. Actually honored the same pricing that we had last year for this year which I thought was very admirable of them as well. So this is just a contract once again to enter in that our City Attorney has reviewed the contract, I believe. Very, very common just to move forward with that so.

Councilmember Strickland

This is only for a first reading, not an emergency, is that correct?

Director Dorman

Yes, that is correct.

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

Finance & Administration Committee

This is the Finance & Administration Committee meeting for February 22, 2021

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

An Ordinance to Amend Chapter 160 Section 160.02 (F) Police Department of the Code of Ordinances for the City of Reynoldsburg, Ohio

Mayor Begeny

This is kind of a long standing issue, we know that during the events of the last year, a lot of attention has been focused on police departments and their ability to respond to any certain circumstances that are out there. So towards the end of last year, the Chief, the Deputy Chief and I started to engage in conversations about how to best adapt the role of Reynoldsburg Police Department, when things happen that are not something that is specifically trained for Police Officers. They have a very certain skill set, and they needed some support in areas that we hope that this position will bring. It is for a Public Safety Social Worker and Victim Advocates. Basically the role of the position is to be a supplemental and complimentary support for anyone from victim referrals to follow up on victims of mental health dependency and addiction, Victim Services, Family Services, elderly needs, connections to county and



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statewide resources, and to provide support and guidance for family members. A lot of times our police officers are out there on the front lines, and they are dealing with situations in the beginning and then what we wanted to do is to provide an opportunity for social worker to come in after the initial contacts to follow up. Programs like this have been used in Indiana, as well as Kentucky. They've actually lower the rate of recidivism as well as promoted a lot of community good well because it's again it's a way to reach out to members of the community that have suffered probably some of the worst experiences at the time. For further details on this one I'm going to go ahead and turn it over to Deputy Chief Rhonda, go ahead and take it away.

Deputy Chief Rhonda Grizzell

You know one of the things that I like to say is we are in terms of the crisis response as law enforcement, we're like the EMT's of a crisis response, but it pretty much stops right there and there's no continuum of care. And that's what I think this position is going to help us try to fix and bridge that gap. We envision it initially as officers making referrals to this position, and then this person can follow up. We also believe that we're going to have a great partnership with Truro Township Fire Department, they have a community medic, and I've talked to Chief Sharps about this and they're thrilled at the opportunity to partner with us. So that's something else that we're really looking forward to help continue to advance the ways that we deliver public service to our community. So if anyone has any questions or anything specific I'll do my best to try to answer.

Councilmember Salvati

I just want to clarify that I'm excited, not because of the need for this position but I'm excited that we're willing to have this position on our Police Force.

Councilmember Strickland

So with this particular position the social worker. Well, they also be there to assist our Reynoldsburg Police Department also or will strictly be for the residence?

Deputy Chief Rhonda Grizzell

Well this is going to be a department position, so the person will be housed within the Police Department, and then the officers when they go on a run and they encounter a person either an elderly person who's having problems, obtaining goods or services that they need or mental health care. People that are having problems with juveniles

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that are maybe struggling with the issues that they're dealing with in their family, things like that. But we make that referral to the social worker who's going to be a lot more in tune with bridging the continuum of care out in the community. If a person is having mental health issues, they can work with whoever their provider is whether it's Southeast or any of the other numbers of providers out there and they're going to have an expertise that just goes a little bit beyond what the officers are trained to do.

Councilmember Lawson-Rowe

I just want to say how exciting it is to know that Reynoldsburg is introducing this position. It's another notch in our PD belt that we are the best in terms of our officers and our department in Central Ohio. This is very top of mind, top of conversation amongst the community in the mainstream community in media in terms of interacting with residents that may have any type of mental health challenges. I am continued to be more and more proud to be a Reynoldsburg resident. Our Community Resource Officers do an amazing job helping to bridge the gap and to know that we will have another finger on the hand of Reynoldsburg Police Department to assist our neighbors to fill in those gaps. It's much needed and I'm fully in support. Thank you.

Deputy Chief Rhonda Grizzell

Honestly, you know, the Mayor has this vision and we obviously are in full support of it. It was just my job to try to figure out how to put it on paper and present it to him. We couldn't be more thrilled. We love the idea that we're going to be able to enhance the delivery of the service that we're providing. So thank you so much for your support and your kind words.

Councilmember Pyakurel

So, recently I'm hearing from constituents, a lot of domestic violence cases are at rise, so I think this will be a right thing that we are doing as a City and Thank you Mayor for bringing this up. I think this is the right time and I hope that this position will definitely address some of those concerns, specifically for survivors to reach and that certain place where they can call, and after that the services will be connected. I hope this thing will happen.

Deputy Chief Rhonda Grizzell

This is going to be a work in progress initially trying to figure out how it's going to be utilized but definitely built this on paper with an opportunity, if you decide, that

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you want to expand it at some point that will also be an opportunity for you to consider. If it's a hit and we have great success with it so I appreciate it. Thank you.

Councilmember Salvati makes a motion to forward it to Council for a first read. Second by Councilmember Baker. Motion carries.

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

Auditor Cicak

This is money that we already have and accumulated, typically, the Chief would come and ask for an emergency on this. He hasn't this year so I haven't asked for that. But there are unencumbered balances from last year that we're moving into this year. And the end the money that we've accumulated for this year.

Councilmember Salvati

That sounds good that we're not asking for it for an emergency, so that's good that they don't need it right away. I'm sure they can use it eventually though.

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

An Ordinance to Approve Payment of Services Performed in the Prior Year for the Development Department, and Declaring an Emergency

Director Bowsher

We had just had administrative error during covid, during the shutdown. Just some bills misplaced. We had the funds available, still have the funds available ready to pay. This is just allowing the Auditor to go ahead and sign off on that so those can get done. It was not a miscalculation of what we were spending, it was just lost in the shuffle with covid when we were out back in April and May, just an oversight. Apologies, my hope is that we can just pay the bills.

Auditor Cicak

I just want to interrupt and let everybody on Council know that this is not an issue that is a problem unless we don't correct it here locally, it's only a problem if we don't



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fix it so it's, it is administrative. They don't happen all the time it's not the end of the world, but this is where we fix things like this.

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

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

Auditor Cicak

Brenda Browning has been with the City of Reynoldsburg since 1985, she started when she was in high school. We are going through the civil service process to find a replacement. I don't think I'll ever be able to replace her, but I do have some notes that were sent from Joni Crawford, our Finance Manager, of why we need the extra two weeks. 160 allows for eight weeks we're asking for two additional weeks. And this is what she wrote; that tax collection and reporting is in cycles, the additional time will allow the new employee to be trained in the different cycles. We cross train our employees to be more efficient, and this includes the tax administrator. We have several different income tax codes, contracts and tax related revenue sources. There have been changes to JEDs, and E zones that we need to bring a new person up on. Besides the tax administrators 37 years of experience, there's a lot of knowledge to transfer over, but that's basically it. We've already budgeted the money. And it was passed so we're not asking for any additional funds but just the two weeks to change section 160.

Councilmember Salvati

But just for my clarification. What this means is, you'll have both the current Tax Director and the new one on for 10 weeks so we'd be paying them both.

Auditor Cicak

Correct. What she's going to be transferring a wealth of knowledge over and making sure that the City of Reynoldsburg doesn't fail in any of the duties that we have with tax collection jobs, and all the other things that are going on in the City.

Councilmember Salvati

Yeah, I don't have any particular issue just wanted to clarify that's what we met. And are there any questions from the committee.

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Councilmember Strickland

So this is a Civil Service position. And I guess I'm trying to understand why we come into the City and asking for two additional weeks. For whomever the new hire will be. Because again, and I appreciate all the service that the previous person had did within this position, was there any cross training that occurred. It also makes me think about any additional cross training that needs to maybe occur in depth not in the Auditor's area but maybe across the board, it has that happened at all regarding any cross training, and also just going back to my initial question is regarding the Civil Service position. How does that mix with, you know, coming to City Council for additional two weeks.

Auditor Cicak

I see Sandra Boller is on the line. I don't know if I can answer a Civil Service question regarding their regulations. All I know is that the Chapter 160 allows for eight weeks, and with on boarding and training our office feels that we could use an extra two weeks.

President Pro Temp Bryant

Are asking for an amendment to the charter for that?

Attorney Shook

Can I jump in on this real quick? Thanks. For the Tax Administrative position a chapter 160 position. It is a civil position, under Chapter 160, which is our codified ordinances. We typically can only have one person in one position at any given time. This allows us to have two people in one position at a given time for that 10 week training period, so that person can learn under, under Miss Browning. It's not a charter issue.

Auditor Cicak

Thank you City Attorney Shook, and the minimum qualifications and the job description should be published shortly. We're going to be sending out to all the major government finance agencies, and we're working hand in hand with our Civil Service Department to do all these things.

Councilmember Salvati

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I think this may be part of what Councilmember Strickland was asking, although I don't want to put words in your mouth but do we currently have somebody cross trained as the as the Tax Administrator?

Auditor Cicak

In my office yes, the Finance Manager and the Tax Administrator have worked together the past 12 years and can do each other's jobs. The other positions are always cross trained. We are a staff and four. To do everything that we do, everybody has to know everybody else's position.

Councilmember Strickland

So I guess if that's the, if you're saying that some people are cross trained or if it sounds like everyone is cross trained, then I still don't understand why the additional two weeks is warranted. If we have individuals, the person that's going to be in that current position for the eight weeks that could come in and bring that individual in and train them and then we have also this additional person that's already on staff within your office and have done that cross training already so they know what is required for that position.

Auditor Cicak

Absolutely. Thank you, Councilmember Strickland. What I will do is I'll have Miss Joni Crawford come and answer your questions directly.

Councilmember Lawson-Rowe

What is the timeline for this, the position will be vacated when? I'm just trying to back the calendar my mind.

Auditor Cicak

The Civil Service Commission, and my Finance Manager have been working together on the timeline. I know that Brenda's planning on leaving at the end of July, mid July. I don't have the exact date in front of me. But the on boarding, they're going to be posting their special civil service rules of how many days two weeks to publish the job announcement. And then to go through interviews, to make sure that we find the right person. And then after that the training will begin. But I know Brenda's out of here in July.

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Councilmember Cicak

This is being put forward as an emergency, is this the three read?

Auditor Cicak

Yes, three reads and emergency. More time to talk about it.

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

Consent Agenda for Emergency Adoption

13-2021

AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL REAFFIRMING SUPPORT FOR THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE US ROUTE 40 AND OTHER RELATED IMPROVEMENTS IN FRANKLIN COUNTY, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Louis Salvati, Councilman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel
RECUSED:	Lawson-Rowe

14-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE BODY CAMERAS, CORRESPONDING EQUIPMENT, AND LICENSES FOR THE POLICE DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

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

15-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE THREE POLICE CRUISERS AND A TRANSPORT VAN FOR THE POLICE DEPARTMENT, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

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

Consent Agenda for First Reading

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

RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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AN ORDINANCE CREATING CHAPTER 1397 RENTAL PROPERTY REGISTRATION TO THE REYNOLDSBURG CODE OF ORDINANCES TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

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RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2021 FIREWORKS DISPLAY, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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AN ORDINANCE TO AMEND CHAPTER 160 SECTION 160.02 (F) POLICE DEPARTMENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2020 IN VARIOUS POLICE SPECIAL REVENUE FUNDS AND PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2020 BE ACCEPTED --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED IN THE PRIOR YEAR FOR THE DEVELOPMENT DEPARTMENT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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AN ORDINANCE TO INCREASE TRAINING APPOINTMENT PERIOD OF THE TAX ADMINISTRATOR TO TEN WEEKS, AND DECLARING AN EMERGENCY - -- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 3/8/2021 6:30 PM
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Minutes Acceptance: Minutes of Feb 22, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 22, 2021**

Consent Agenda for Second Reading

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

Consent Agenda for Third Reading

16-2021

AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED ON US ROUTE 40 IDENTIFIED AS PARCEL NUMBERS 010-017466-00.000, 010-018030-00.000, AND 010-018030-00.001 IN LICKING COUNTY AND ADOPTING PERMANENT ZONING --- Baker. Development, Parks and Recreation Committee.

17-2021

AN ORDINANCE TO AMEND CHAPTER 795 ADULT ENTERTAINMENT AND/OR SEXUALLY-ORIENTED BUSINESSES OR CLUBS OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Bryant. Public Safety, Law and Courts Committee.

18-2021

AN ORDINANCE AUTHORIZING THE ANNUAL PARTICIPATION IN THE ODOT ROAD SALT PURCHASING CONTRACT --- Strickland. Public Service and Transportation Committee.

19-2021

Minutes Acceptance: Minutes of Feb 22, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL February 22, 2021

AN ORDINANCE TO APPROVE THE APPLICATION MADE BY MAPLE WOOD FARMS LTD. TO HAVE CERTAIN LAND LOCATED WITHIN THE CITY OF REYNOLDSBURG LOCATED ON SUMMIT ROAD, PERMANENT PARCEL NUMBER 125-026616-00.000, DESIGNATED FOR PLACEMENT IN AN AGRICULTURAL DISTRICT --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Baker gave a shout out to all essential workers thanking them for their service.

Upcoming Meetings

March 4, 2021 Planning Commission

March 8, 2021 Council

March 18, 2021 BZBA

March 22, 2021 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Feb 22, 2021 6:30 PM (Approval of Minutes)

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

DATE: March 8, 2021**TO:****CC:****RE: Treasury Board Minutes February 2021**

Treasury Board Minutes February 2021

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

February 19, 2021

The February meeting of the Treasury Investment Board (T.I.B.), was called to order at 10:16 a.m. by Chairman Cicak. Members present were, Auditor Steve Cicak, and City Attorney Chris Shook.

The Auditor presented:

- A) Meeder Investment Management report dated January 31, 2021
- B) Meeder Public Funds Advisory dated January 27, 2021

The next meeting of the T.I.B. will be Tuesday, March 23 2021 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:31 am.

Respectfully submitted,



Chris Shook, Secretary

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date	Total Cash	Investment Cost Basis
CONTRIBUTIONS		
01/07/2021	1,450,834.02	
01/19/2021	755,395.23	
TOTAL CONTRIBUTIONS	2,206,229.25	0.00
INTEREST		
01/04/2021	124.85	
INTEREST RECEIVED TEXAS EXCHANGE 0.70% 6/16/23 CALLABLE 9/2/20		
01/07/2021	421.88	
INTEREST RECEIVED FHLMC 0.25% 07/07/23		
01/07/2021	-421.88	
INTEREST RECEIVED FHLMC 0.25% 07/07/23		
01/08/2021	137.46	
INTEREST RECEIVED BROOKLINE BK 0.65% 05/07/21		
01/08/2021	675.00	
INTEREST RECEIVED FHLMC 0.27% 07/08/22		
01/08/2021	160.00	
INTEREST RECEIVED FHLMC 0.32% 07/08/22		
01/11/2021	338.37	
INTEREST RECEIVED STEARNS BANK NA 1.60% 02/10/22		
01/11/2021	1,735.40	
INTEREST RECEIVED DISCOVER BANK 2.55% 01/10/23		
01/13/2021	500.00	
INTEREST RECEIVED FFCB 0.20% 07/13/22		

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00
Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/14/2021	INTEREST RECEIVED ENERBANK USA 1.65% 2/14/23	348.94	
01/14/2021	INTEREST RECEIVED FHLMC 0.375% 07/14/23	562.50	
01/15/2021	INTEREST RECEIVED NORTHWOOD OH LOCAL SCH DIST 0.374% 07/01/21	78.54	
01/19/2021	INTEREST RECEIVED WELLS FARGO 1.90% 10/18/23	398.58	
01/19/2021	INTEREST RECEIVED BARCLAYS BANK 2.20% 07/19/22	772.11	
01/19/2021	INTEREST RECEIVED TIAA FSB 2.15% 07/19/22	650.30	
01/19/2021	INTEREST RECEIVED BELMONT SAVINGS 2.85% 04/18/23	484.11	
01/19/2021	INTEREST RECEIVED FIRST INTERNET BK 2.35% 12/19/22	498.97	
01/20/2021	INTEREST RECEIVED BARCLAYS BANK 2.20% 07/19/22	-772.11	
01/20/2021	INTEREST RECEIVED BARCLAYS BANK 2.20% 07/19/22	776.33	
01/21/2021	INTEREST RECEIVED NEXTIER BANK 1.60% 02/22/22	338.37	
01/21/2021	INTEREST RECEIVED SERVISFIRST BK 1.60% 2/21/23	338.37	

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021



Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/22/2021	INTEREST RECEIVED BANK HAPOALIM 0.25% 07/22/22	313.81	
01/25/2021	INTEREST RECEIVED ALLY BANK 1.70% 1/24/22	2,116.76	
01/26/2021	INTEREST RECEIVED AXOS BANK 1.60% 03/27/23	199.76	
01/27/2021	INTEREST RECEIVED FFCB 0.40% 07/27/23	450.00	
01/27/2021	INTEREST RECEIVED FHLMC 0.28% 07/27/22	1,050.00	
01/28/2021	INTEREST RECEIVED BANKWELL BANK 0.40% 07/28/23	502.09	
01/28/2021	INTEREST RECEIVED FHLMC 0.26% 07/28/22	650.00	
	TOTAL INTEREST	13,428.51	0.00
	ORDINARY DIVIDENDS		
01/04/2021	DIVIDEND RECEIVED FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	4.83	
01/29/2021	DIVIDEND RECEIVED STAR PLUS - TIER 1	212.32	
01/29/2021	DIVIDEND RECEIVED STAR OHIO	404.84	
	TOTAL ORDINARY DIVIDENDS	621.99	0.00

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021



Statement of Transactions

Date		Total Cash	Investment Cost Basis
NET PURCHASES AND SALES OF ASSETS			
01/04/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-124.85	124.85
01/05/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-4.83	4.83
01/07/2021	PURCHASE STAR OHIO	-1,450,834.02	1,450,834.02
01/07/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-421.88	421.88
01/07/2021	REDEEM MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	421.88	-421.88
01/08/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-100,972.46	100,972.46
01/08/2021	CALL \$100000 PAR FHLMC 0.32% 07/08/22	100,000.00	-100,000.00
01/11/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-2,073.77	2,073.77
01/13/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-500.00	500.00
01/14/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-911.44	911.44
01/15/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-78.54	78.54

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/19/2021	PURCHASE STAR OHIO	-755,395.23	755,395.23
01/19/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-2,804.07	2,804.07
01/20/2021	REDEEM MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	99,850.00	-99,850.00
01/20/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-4.22	4.22
01/20/2021	PURCHASE FFCB 0.57% 01/20/26	-99,850.00	99,850.00
01/21/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-676.74	676.74
01/21/2021	REDEEM MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	6,729.20	-6,729.20
01/22/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-313.81	313.81
01/25/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-2,116.76	2,116.76
01/26/2021	REDEEM MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	86.15	-86.15
01/27/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-1,500.00	1,500.00
01/28/2021	REDEEM MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	498,380.27	-498,380.27

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021



Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/28/2021	PURCHASE T BILL 01/27/22	-499,532.36	499,532.36
01/29/2021	DIVIDEND REINVESTMENT STAR PLUS - TIER 2	-212.32	212.32
01/29/2021	DIVIDEND REINVESTMENT STAR OHIO	-404.84	404.84
	TOTAL PURCHASES	-2,918,732.14	2,918,732.14
	TOTAL SALES	705,467.50	-705,467.50
	TOTAL NET PURCHASES AND SALES OF ASSETS	-2,213,264.64	2,213,264.64
	GAIN (LOSS) REALIZED ON SALES	0.00	
	OTHER EXPENSES		
01/21/2021	INVESTMENT COUNSEL FEE	-6,729.20	
	TOTAL OTHER EXPENSES	-6,729.20	0.00
	OTHER EXPENSES		
01/26/2021	CUSTODIAN FEES	-285.91	
	TOTAL OTHER EXPENSES	-285.91	0.00
	NON CASH ENTRIES		



Account Number: 56 00 0229 0 00
Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date		Total Cash	Investment Cost Basis
	ADJUSTMENTS TO SECURITIES		
01/08/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.32% 07/08/22		-.89
01/08/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.27% 07/08/22		-7.50
01/27/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.40% 07/27/23		-127.50
01/27/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.28% 07/27/22		-11.67
	TOTAL ADJUSTMENTS TO SECURITIES	0.00	-147.56

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 – JANUARY 31, 2021

Portfolio Assets Detail

CASH AND EQUIVALENTS

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
CASH AND EQUIVALENTS									
FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND (31846V567)	128,111.56	01/31/2021	128,111.56	1.000	128,111.56	.30	.00	38.43	0.03
STAR OHIO (00001CASH)	5,255,146.88	01/31/2021	5,255,146.88	1.000	5,255,146.88	12.50	.00	4,729.63	0.09
STAR PLUS – TIER 1 (00002CASH)	2,499,820.48	01/31/2021	2,499,820.48	1.000	2,499,820.48	5.95	.00	2,499.82	0.10
STAR PLUS – TIER 2 (00003CASH)	212.32	01/31/2021	212.32	1.000	212.32	.00	.00	.02	0.01
TOTAL CASH AND EQUIVALENTS			7,883,291.24		7,883,291.24		.00	7,267.90	.09
TOTAL CASH AND EQUIVALENTS			7,883,291.24		7,883,291.24		.00	7,267.90	.09

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
MATURITY (0–5 YRS)									
BANK OZK 0.55% 3/1/21 (06417NVA8)	249,000.00	04/22/2020	248,975.10	100.044	249,109.56	.59	134.46	1,369.50	0.56
TRUIST BANK 1.15% 04/20/21 (89788HAU7)	247,000.00	04/14/2020	246,975.30	100.249	247,615.03	.59	639.73	2,840.50	1.16
CATHAY BANK 0.80% 4/30/21 (149159QF5)	245,000.00	04/20/2020	244,975.50	100.192	245,470.40	.58	494.90	1,960.00	0.81
BANK CHAMPAIGN NA	220,000.00	04/28/2020	220,000.00	100.180	220,396.00	.52	396.00	1,540.00	0.70

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 – JANUARY 31, 2021

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
0.70% 05/07/21 (06607ABU4)									
BROOKLINE BK 0.65% 05/07/21 (11373QJN9)	249,000.00	04/21/2020	248,975.10	100.168	249,418.32	.59	443.22	1,618.50	0.66
T 1.375% 05/31/21 (912828R77)	145,000.00	02/05/2020	144,728.13	100.414	145,600.30	.35	872.17	1,993.75	1.52
CELTIC BANK 0.40% 06/07/21 (15118RVA2)	100,000.00	05/12/2020	100,000.00	100.131	100,131.00	.24	131.00	400.00	0.40
NORTHWOOD OH LOCAL SCH DIST 0.374% 07/01/21 (668571FA5)	60,000.00	08/19/2020	60,000.00	100.043	60,025.80	.14	25.80	224.40	0.37
BELMONT COUNTY 1.00% 08/25/21 (080257RN0)	110,000.00	08/13/2020	110,831.60	100.470	110,517.00	.26	-314.60	1,100.00	0.24
FHLB 0.125% 08/26/21 (3130AK2E5)	1,000,000.00	08/28/2020	999,897.36	100.039	1,000,390.00	2.38	492.64	1,250.00	0.14
FHLB 0.125% 09/17/21 (3130AK6Z4)	1,500,000.00	09/22/2020	1,499,926.25	100.001	1,500,015.00	3.57	88.75	1,875.00	0.13
FHLB 2.63% 12/10/21 (313376C94)	200,000.00	08/09/2017	204,034.05	102.134	204,268.00	.49	233.95	5,260.00	2.14
FHLB 1.625% 12/20/21 (3130AHSR5)	400,000.00	12/19/2019	399,812.00	101.350	405,400.00	.96	5,588.00	6,500.00	1.65
ALLY BANK 1.70% 1/24/22 (02007GMS9)	247,000.00	01/16/2020	246,567.75	101.625	251,013.75	.60	4,446.00	4,199.00	1.79
T BILL 01/27/22 (912796C31)	500,000.00	01/25/2021	499,532.36	99.908	499,540.00	1.19	7.64	467.64	0.09

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 - JANUARY 31, 2021

Portfolio Assets Detail

SECURITIES

Description	Shares	Acquired	Date	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
MERRICK BANK 1.65% 1/31/22 (59013KFD3)	249,000.00	01/21/2020		248,751.00	101.601	252,986.49	.60	4,235.49	4,108.50	1.70
STEARNS BANK NA 1.60% 02/10/22 (857894F53)	249,000.00	01/30/2020		248,937.75	101.592	252,964.08	.60	4,026.33	3,984.00	1.61
NEXTier BANK 1.60% 02/22/22 (65344AAB1)	249,000.00	01/30/2020		248,937.75	101.642	253,088.58	.60	4,150.83	3,984.00	1.61
SB ONE BK 1.50% 2/28/22 (78414TBW1)	247,000.00	01/31/2020		246,753.00	101.559	250,850.73	.60	4,097.73	3,705.00	1.55
GOLDMAN SACHS 2.35% 03/15/22 (38148PGZ4)	245,000.00	03/07/2017		245,000.00	102.571	251,298.95	.60	6,298.95	5,757.50	2.35
CENTERSTATE BANK NA 1.00% 03/21/22 (15201QCD7)	245,000.00	03/10/2020		245,000.00	101.073	247,628.85	.59	2,628.85	2,450.00	1.00
EVERBANK 2.25% 03/29/22 (29976D2N9)	165,000.00	03/29/2017		165,000.00	102.541	169,192.65	.40	4,192.65	3,712.50	2.25
FHLMC 0.25% 06/08/22 (3134GVJ66)	500,000.00	07/17/2020		500,300.00	100.248	501,240.00	1.19	940.00	1,250.00	0.22
FFCB 0.26% 06/22/22 (3133ELN26)	500,000.00	06/29/2020		500,235.00	100.184	500,920.00	1.19	685.00	1,300.00	0.24
FHLMC 0.27% 07/08/22 (3134GV5E4)	500,000.00	07/09/2020		499,900.00	100.032	500,160.00	1.19	260.00	1,350.00	0.28
CALLABLE 07/08/2021 FFCB 0.20% 07/13/22 (3133ELT95)	500,000.00	07/09/2020		499,765.00	100.178	500,890.00	1.19	1,125.00	1,000.00	0.22
BARCLAYS BANK 2.20% 07/19/22 (06740KKJ5)	70,000.00	07/19/2017		70,000.00	103.121	72,184.70	.17	2,184.70	1,540.00	2.20

Account Number: 56 00 0229 0 00
 Date: JANUARY 1, 2021 – JANUARY 31, 2021

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
TIAA FSB 2.15% 07/19/22 (87270LAD5)	60,000.00	07/19/2017	60,000.00	103.047	61,828.20	.15	1,828.20	1,290.00	2.15
BANK HAPOALIM 0.25% 07/22/22 (06251A2B5)	249,000.00	07/08/2020	248,751.00	100.248	249,617.52	.59	866.52	622.50	0.30
FHLMC 0.28% 07/27/22 (3134GWEH5) CALLABLE 07/27/2021	750,000.00	07/28/2020	749,887.50	100.051	750,382.50	1.79	495.00	2,100.00	0.29
FHLMC 0.26% 07/28/22 (3134GWDP8) CALLABLE 07/28/2021	500,000.00	07/17/2020	500,000.00	100.013	500,065.00	1.19	65.00	1,300.00	0.26
TEXAS CAPITAL BANK NA 0.25% 08/08/22 (88224PLZ0)	249,000.00	07/28/2020	248,626.50	100.252	249,627.48	.59	1,000.98	622.50	0.33
FHLMC 0.20% 09/01/22 (3134GWE36) CALLABLE 09/01/2021	1,000,000.00	08/28/2020	1,000,000.00	100.003	1,000,030.00	2.38	30.00	2,000.00	0.20
FHLB 2.63% 12/09/22 (3130ADRX2)	500,000.00	03/02/2018	495,130.00	104.665	523,325.00	1.24	28,195.00	13,150.00	2.85
FIRST INTERNET BK 2.35% 12/19/22 (32056GCS7)	250,000.00	12/18/2017	250,000.00	104.243	260,607.50	.62	10,607.50	5,875.00	2.35
WELLS FARGO 1.85% 12/30/22 (949495AF2)	249,000.00	12/19/2019	248,813.25	103.343	257,324.07	.61	8,510.82	4,606.50	1.88
DISCOVER BANK 2.55% 01/10/23 (254673KT2)	135,000.00	01/03/2018	135,000.00	104.755	141,419.25	.34	6,419.25	3,442.50	2.55
ENERBANK USA 1.65% 2/14/23 (29278TNA4)	249,000.00	02/12/2020	248,502.00	103.135	256,806.15	.61	8,304.15	4,108.50	1.72

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 - JANUARY 31, 2021



Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
SERVISFIRST BK 1.60% 2/21/23 (81768PAF3)	249,000.00	02/12/2020	248,626.50	103.058	256,614.42	.61	7,987.92	3,984.00	1.65
SYNCHRONY BANK 2.70% 02/23/23 (87165FTH7)	35,000.00	02/23/2018	35,000.00	105.338	36,868.30	.09	1,868.30	945.00	2.70
BMW BANK NORTH AMERICA 1.65% 02/28/23 (05580AVA9)	200,000.00	03/11/2020	200,000.00	103.188	206,376.00	.49	6,376.00	3,300.00	1.65
AXOS BANK 1.60% 03/27/23 (05465DAG3)	147,000.00	02/27/2020	146,926.50	103.189	151,687.83	.36	4,761.33	2,352.00	1.62
CITIBANK NA 2.90% 04/11/23 (17312QJ26)	245,000.00	04/11/2018	245,000.00	106.088	259,915.60	.62	14,915.60	7,105.00	2.90
FIRST SOURCE BANK 2.85% 04/11/23 (33646CJP0)	225,000.00	04/11/2018	225,000.00	105.978	238,450.50	.57	13,450.50	6,412.50	2.85
DOLLAR BANK 2.85% 04/13/23 (25665QAY1)	200,000.00	04/13/2018	200,000.00	105.992	211,984.00	.50	11,984.00	5,700.00	2.85
BELMONT SAVINGS 2.85% 04/18/23 (080515CN7)	200,000.00	04/18/2018	200,000.00	106.036	212,072.00	.50	12,072.00	5,700.00	2.85
FFCB 0.35% 05/04/23 (3133EL2W3) CALLABLE 02/09/2021	250,000.00	09/17/2020	250,000.00	99.974	249,935.00	.59	-65.00	875.00	0.35
WEBBANK 0.60% 6/1/23 (947547MD4)	100,000.00	05/15/2020	99,850.00	100.046	100,046.00	.24	196.00	600.00	0.65
TEXAS EXCHANGE 0.70% 6/16/23 CALLABLE 9/2/20 (88241THL7)	210,000.00	05/15/2020	209,580.00	100.060	210,126.00	.50	546.00	1,470.00	0.77

Account Number: 56 00 0229 0 00
 Date: JANUARY 1, 2021 – JANUARY 31, 2021

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
BMO HARRIS 0.60% 06/26/23 CALLABLE 9/26/20 (05600XAA8)	249,000.00	06/09/2020	248,427.30	100.083	249,206.67	.59	779.37	1,494.00	0.68
FHLMC 0.27% 06/30/23 (3134GWR73) CALLABLE 09/30/2021	675,000.00	09/18/2020	675,000.00	99.955	674,696.25	1.61	-303.75	1,822.50	0.27
FHLMC 0.25% 07/07/23 (3134GWWF0) CALLABLE 10/07/2021	675,000.00	09/22/2020	675,000.00	100.006	675,040.50	1.61	40.50	1,687.50	0.25
FHLMC 0.375% 07/14/23 (3134GV5F1) CALLABLE 01/14/2022	300,000.00	07/06/2020	300,000.00	100.030	300,090.00	.71	90.00	1,125.00	0.38
FFCB 0.40% 07/27/23 (3133ELZ72) CALLABLE 02/09/2021	225,000.00	09/17/2020	225,000.00	99.965	224,921.25	.54	-78.75	900.00	0.40
BANKWELL BANK 0.40% 07/28/23 (06654BCL3)	249,000.00	07/01/2020	248,850.60	100.615	250,531.35	.60	1,680.75	996.00	0.42
FFCB 0.32% 08/10/23 (3133EL3E2) CALLABLE 08/10/2021	500,000.00 100,000.00	08/10/2020 09/17/2020	499,769.44 100,033.78	99.976 99.976	499,880.00 99,976.00	1.19 .24	110.56 -57.78	1,600.00 320.00	0.34 0.32
TAX LOT TOTAL	600,000.00		599,803.22		599,856.00	1.43	52.78	1,920.00	.34
FFCB 0.28% 09/14/23 (3133EL6U3) CALLABLE 09/14/2021	1,000,000.00	09/16/2020	999,423.33	100.006	1,000,060.00	2.38	636.67	2,800.00	0.30
FHLMC 0.33% 09/15/23 (3134GWL46) CALLABLE 06/15/2021	345,000.00	09/03/2020	345,000.00	100.023	345,079.35	.82	79.35	1,138.50	0.33

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 - JANUARY 31, 2021



Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FFCB 0.25% 09/21/23 (3133EMAM4) CALLABLE 09/21/2022	750,000.00	09/22/2020	749,695.41	99.896	749,220.00	1.78	-475.41	1,875.00	0.26
FHLMC 0.30% 09/28/23 (3134GWTLO) CALLABLE 09/28/2021	750,000.00	09/18/2020	750,000.00	100.076	750,570.00	1.79	570.00	2,250.00	0.30
FHLB 0.30% 09/29/23 (3130AK3S3) CALLABLE 09/29/2021	150,000.00	09/11/2020	149,925.00	99.966	149,949.00	.36	24.00	450.00	0.32
WELLS FARGO 1.90% 10/18/23 (949763M60)	247,000.00	10/31/2019	246,876.50	104.691	258,586.77	.62	11,710.27	4,693.00	1.91
T 1.625% 10/31/23 (912828T91)	875,000.00	12/30/2019	874,658.21	104.012	910,105.00	2.17	35,446.79	14,218.75	1.64
THIRD FEDERAL 1.75% 11/13/23 (88413QCJ5)	247,000.00	11/05/2019	246,259.00	104.369	257,791.43	.61	11,532.43	4,322.50	1.83
MORGAN STANLEY 1.85% 12/26/23 (61690UQZ6)	247,000.00	12/23/2019	245,765.00	104.820	258,905.40	.62	13,140.40	4,569.50	1.98
MORGAN STANLEY 1.90% 12/26/23 (61760A4Z9)	247,000.00	12/23/2019	245,765.00	104.965	259,263.55	.62	13,498.55	4,693.00	2.03
FHLMC 0.43% 02/12/24 (3134GWKD7) CALLABLE 02/12/2021	200,000.00	08/04/2020	200,000.00	100.001	200,002.00	.48	2.00	860.00	0.43
FHLB 1.50% 08/15/24 (3130AGWK7)	500,000.00	11/06/2019	495,935.00	104.433	522,165.00	1.24	26,230.00	7,500.00	1.68
FFCB 0.47% 08/19/24 (3133EL4J0) CALLABLE 08/19/2021	100,000.00	08/20/2020	100,002.61	99.944	99,944.00	.24	-58.61	470.00	0.47

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00
Date: JANUARY 1, 2021 – JANUARY 31, 2021



Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FNMA 0.45% 08/26/24 (3136G4Z71) CALLABLE 08/26/2022	750,000.00	08/28/2020	749,746.88	99.662	747,465.00	1.78	-2,281.88	3,375.00	0.46
FHLMC 0.45% 09/11/24 (3134GWN44) CALLABLE 03/11/2021	500,000.00	09/03/2020	500,000.00	99.954	499,770.00	1.19	-230.00	2,250.00	0.45
FNMA 0.40% 09/16/24 (3136G43H4) CALLABLE 09/16/2022	500,000.00	09/08/2020	500,000.00	99.604	498,020.00	1.18	-1,980.00	2,000.00	0.40
FNMA 1.625% 10/15/24 (3135G0W66) TAX LOT TOTAL	1,000,000.00 500,000.00 1,500,000.00	11/05/2019 12/24/2019	995,010.00 495,970.00 1,490,980.00	104.923 104.923	1,049,230.00 524,615.00 1,573,845.00	2.50 1.25 3.75	54,220.00 28,645.00 82,865.00	16,250.00 8,125.00 24,375.00	1.73 1.80 1.75
FFCB 1.65% 11/01/24 (3133EK4Y9)	500,000.00	11/06/2019	498,145.00	104.949	524,745.00	1.25	26,600.00	8,250.00	1.73
FFCB 1.625% 11/08/24 (3133EK6J0)	500,000.00	11/06/2019	497,545.00	104.872	524,360.00	1.25	26,815.00	8,125.00	1.73
RAYMOND JAMES 1.80% 11/8/24 (75472RAK7)	247,000.00	11/05/2019	246,506.00	105.725	261,140.75	.62	14,634.75	4,446.00	1.84
FFCB 1.50% 03/05/25 (3133ELRN6) CALLABLE 03/05/2021	500,000.00	03/02/2020	500,000.00	100.075	500,375.00	1.19	375.00	7,500.00	1.50
FHLMC 0.50% 06/16/25 (3134GWP91) CALLABLE 09/16/2022	750,000.00	09/16/2020	750,010.42	99.365	745,237.50	1.77	-4,772.92	3,750.00	0.50
FFCB 0.55% 09/16/25 (3133EL7K4) CALLABLE 09/16/2021	750,000.00	09/16/2020	750,011.46	99.525	746,437.50	1.78	-3,573.96	4,125.00	0.55

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 – JANUARY 31, 2021

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FFCB 0.53% 09/29/25 (3133EMBH4)	675,000.00	09/29/2020	674,334.94	99.776	673,488.00	1.60	-846.94	3,577.50	0.55
CALLABLE 09/29/2021	400,000.00	10/01/2020	399,617.67	99.776	399,104.00	.95	-513.67	2,120.00	0.55
TAX LOT TOTAL	1,075,000.00		1,073,952.61		1,072,592.00	2.55	-1,360.61	5,697.50	.55
FHLMC 0.55% 09/30/25 (3134GWW93)	250,000.00	10/07/2020	249,905.55	99.527	248,817.50	.59	-1,088.05	1,375.00	0.56
CALLABLE 09/30/2021									
FFCB 0.52% 10/14/25 (3133EMCP5)	75,000.00	10/02/2020	74,906.25	99.727	74,795.25	.18	-111.00	390.00	0.55
CALLABLE 10/14/2021									
FHLMC 0.65% 10/22/25 (3134GWZV1)	100,000.00	10/09/2020	100,000.00	100.150	100,150.00	.24	150.00	650.00	0.65
CALLABLE 04/22/2021									
FNMA 0.56% 11/17/25 (3135GAZ23)	240,000.00	11/05/2020	240,000.00	100.268	240,643.20	.57	643.20	1,344.00	0.56
CALLABLE 11/17/2022									
FFCB 0.60% 11/24/25 (3133EMHF2)	325,000.00	12/01/2020	324,799.58	100.002	325,006.50	.77	206.92	1,950.00	0.62
CALLABLE 11/24/2021									
FHFB 0.57% 12/16/25 (3130AKJR8)	650,000.00	12/11/2020	649,675.00	99.644	647,686.00	1.54	-1,989.00	3,705.00	0.58
CALLABLE 03/16/2021	110,000.00	12/14/2020	109,945.00	99.644	109,608.40	.26	-336.60	627.00	0.58
TAX LOT TOTAL	760,000.00		759,620.00		757,294.40	1.80	-2,325.60	4,332.00	.58
LUANA SAVINGS BANK 0.45% 12/30/25 (549104VF1)	249,000.00	12/22/2020	248,103.60	100.159	249,395.91	.59	1,292.31	1,120.50	0.52

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: JANUARY 1, 2021 - JANUARY 31, 2021



Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FFCB 0.57% 01/20/26 (3133EMNDO) CALLABLE 07/20/2021	100,000.00	01/11/2021	99,850.00	100.013	100,013.00	.23	163.00	570.00	0.60
TOTAL MATURITY (0-5 YRS)			33,713,971.78		34,153,510.54		439,538.76	289,711.04	.88
TOTAL SECURITIES			33,713,971.78		34,153,510.54		439,538.76	289,711.04	.88
TOTAL ASSETS			41,597,263.02		42,036,801.78		439,538.76	296,978.94	.73

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date	Total Cash	Investment Cost Basis
CONTRIBUTIONS		
01/07/2021	1,450,834.02	
01/19/2021	755,395.23	
TOTAL CONTRIBUTIONS	2,206,229.25	0.00
INTEREST		
01/04/2021	124.85	
INTEREST RECEIVED TEXAS EXCHANGE 0.70% 6/16/23 CALLABLE 9/2/20		
01/07/2021	421.88	
INTEREST RECEIVED FHLMC 0.25% 07/07/23		
01/07/2021	-421.88	
INTEREST RECEIVED FHLMC 0.25% 07/07/23		
01/08/2021	137.46	
INTEREST RECEIVED BROOKLINE BK 0.65% 05/07/21		
01/08/2021	675.00	
INTEREST RECEIVED FHLMC 0.27% 07/08/22		
01/08/2021	160.00	
INTEREST RECEIVED FHLMC 0.32% 07/08/22		
01/11/2021	338.37	
INTEREST RECEIVED STEARNS BANK NA 1.60% 02/10/22		
01/11/2021	1,735.40	
INTEREST RECEIVED DISCOVER BANK 2.55% 01/10/23		
01/13/2021	500.00	
INTEREST RECEIVED FFCB 0.20% 07/13/22		

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021



Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/14/2021	INTEREST RECEIVED ENERBANK USA 1.65% 2/14/23	348.94	
01/14/2021	INTEREST RECEIVED FHLMC 0.375% 07/14/23	562.50	
01/15/2021	INTEREST RECEIVED NORTHWOOD OH LOCAL SCH DIST 0.374% 07/01/21	78.54	
01/19/2021	INTEREST RECEIVED WELLS FARGO 1.90% 10/18/23	398.58	
01/19/2021	INTEREST RECEIVED BARCLAYS BANK 2.20% 07/19/22	772.11	
01/19/2021	INTEREST RECEIVED TIAA FSB 2.15% 07/19/22	650.30	
01/19/2021	INTEREST RECEIVED BELMONT SAVINGS 2.85% 04/18/23	484.11	
01/19/2021	INTEREST RECEIVED FIRST INTERNET BK 2.35% 12/19/22	498.97	
01/20/2021	INTEREST RECEIVED BARCLAYS BANK 2.20% 07/19/22	-772.11	
01/20/2021	INTEREST RECEIVED BARCLAYS BANK 2.20% 07/19/22	776.33	
01/21/2021	INTEREST RECEIVED NEXTIER BANK 1.60% 02/22/22	338.37	
01/21/2021	INTEREST RECEIVED SERVISFIRST BK 1.60% 2/21/23	338.37	

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/22/2021	INTEREST RECEIVED BANK HAPOALIM 0.25% 07/22/22	313.81	
01/25/2021	INTEREST RECEIVED ALLY BANK 1.70% 1/24/22	2,116.76	
01/26/2021	INTEREST RECEIVED AXOS BANK 1.60% 03/27/23	199.76	
01/27/2021	INTEREST RECEIVED FFCB 0.40% 07/27/23	450.00	
01/27/2021	INTEREST RECEIVED FHLMC 0.28% 07/27/22	1,050.00	
01/28/2021	INTEREST RECEIVED BANKWELL BANK 0.40% 07/28/23	502.09	
01/28/2021	INTEREST RECEIVED FHLMC 0.26% 07/28/22	650.00	
	TOTAL INTEREST	13,428.51	0.00
	ORDINARY DIVIDENDS		
01/04/2021	DIVIDEND RECEIVED FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	4.83	
01/29/2021	DIVIDEND RECEIVED STAR PLUS - TIER 1	212.32	
01/29/2021	DIVIDEND RECEIVED STAR OHIO	404.84	
	TOTAL ORDINARY DIVIDENDS	621.99	0.00

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021



Statement of Transactions

Date	Total Cash	Investment Cost Basis
NET PURCHASES AND SALES OF ASSETS		
01/04/2021	-124.85	124.85
01/05/2021	-4.83	4.83
01/07/2021	-1,450,834.02	1,450,834.02
01/07/2021	-421.88	421.88
01/07/2021	421.88	-421.88
01/08/2021	-100,972.46	100,972.46
01/08/2021	100,000.00	-100,000.00
01/11/2021	-2,073.77	2,073.77
01/13/2021	-500.00	500.00
01/14/2021	-911.44	911.44
01/15/2021	-78.54	78.54

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/19/2021	PURCHASE STAR OHIO	-755,395.23	755,395.23
01/19/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-2,804.07	2,804.07
01/20/2021	REDEEM MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	99,850.00	-99,850.00
01/20/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-4.22	4.22
01/20/2021	PURCHASE FFCB 0.57% 01/20/26	-99,850.00	99,850.00
01/21/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-676.74	676.74
01/21/2021	REDEEM MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	6,729.20	-6,729.20
01/22/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-313.81	313.81
01/25/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-2,116.76	2,116.76
01/26/2021	REDEEM MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	86.15	-86.15
01/27/2021	PURCHASE MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-1,500.00	1,500.00
01/28/2021	REDEEM MONEY MARKET FGZX - FIRST AMERICAN GOVT OBLIGATIONS FUND	498,380.27	-498,380.27

For the Account of: CITY OF REYNOLDSBURG

Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021



Statement of Transactions

Date		Total Cash	Investment Cost Basis
01/28/2021	PURCHASE T BILL 01/27/22	-499,532.36	499,532.36
01/29/2021	DIVIDEND REINVESTMENT STAR PLUS - TIER 2	-212.32	212.32
01/29/2021	DIVIDEND REINVESTMENT STAR OHIO	-404.84	404.84
	TOTAL PURCHASES	-2,918,732.14	2,918,732.14
	TOTAL SALES	705,467.50	-705,467.50
	TOTAL NET PURCHASES AND SALES OF ASSETS	-2,213,264.64	2,213,264.64
	GAIN (LOSS) REALIZED ON SALES	0.00	
	OTHER EXPENSES		
01/21/2021	INVESTMENT COUNSEL FEE	-6,729.20	
	TOTAL OTHER EXPENSES	-6,729.20	0.00
	OTHER EXPENSES		
01/26/2021	CUSTODIAN FEES	-285.91	
	TOTAL OTHER EXPENSES	-285.91	0.00
	NON CASH ENTRIES		

For the Account of: CITY OF REYNOLDSBURG



Account Number: 56 00 0229 0 00

Date: From JANUARY 01, 2021 through JANUARY 31, 2021

Statement of Transactions

Date		Total Cash	Investment Cost Basis
ADJUSTMENTS TO SECURITIES			
01/08/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.32% 07/08/22		-89
01/08/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.27% 07/08/22		-7.50
01/27/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.40% 07/27/23		-127.50
01/27/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.28% 07/27/22		-11.67
	TOTAL ADJUSTMENTS TO SECURITIES	0.00	-147.56

MEEDER **PUBLIC FUNDS ADVISORY**

Investment Strategy Update



Prepared for

City of Reynoldsburg

January 27, 2021

Presented By: Eileen Stanic, CTP
Sr. Public Funds Advisor
Director of Advisory Services, Public Funds

6.a.1.a



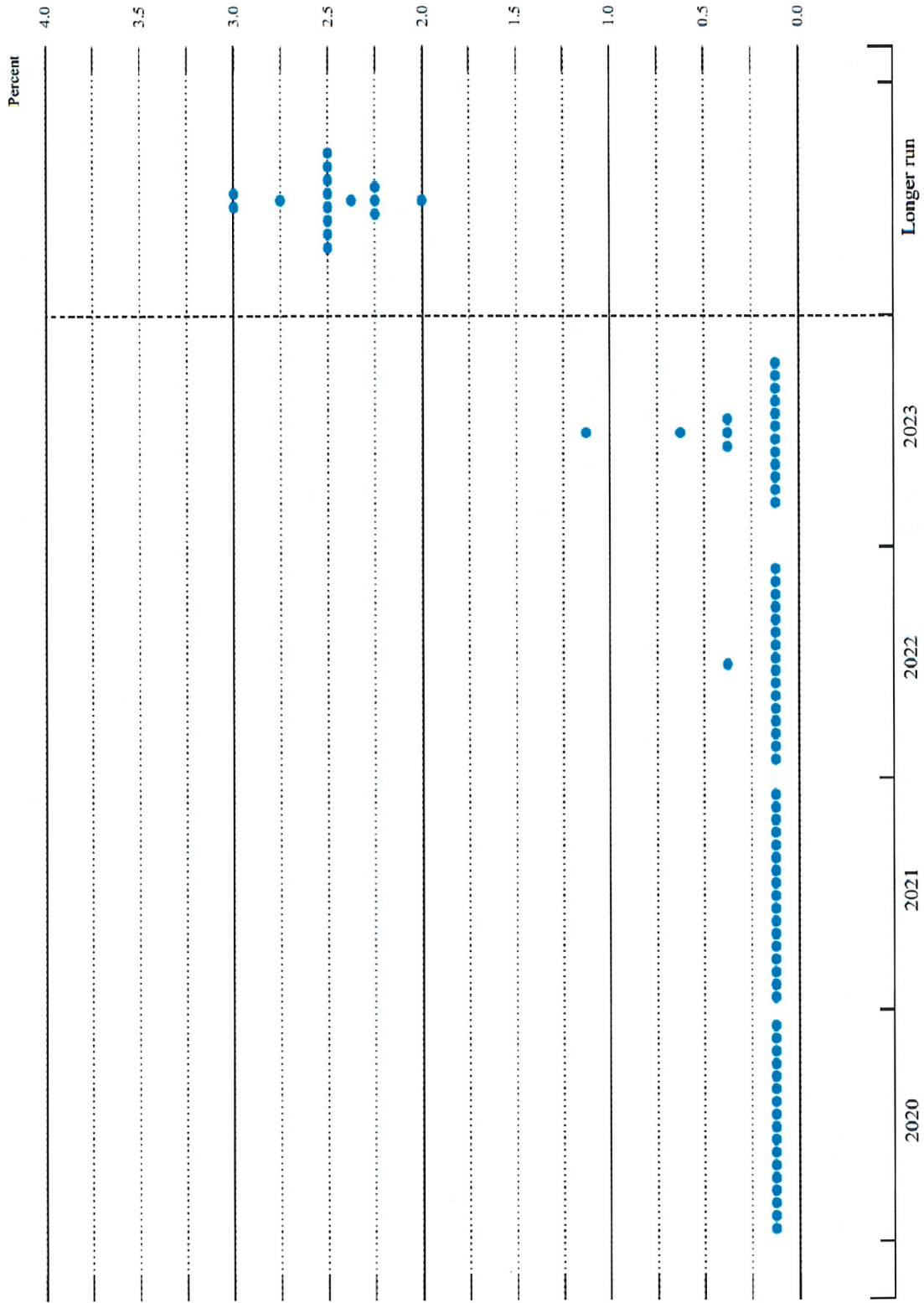
A Year **For the Record Books**

2020 Recap

NASDAQ Fastest >10% decline (Three days)		For first time in history prices of oil futures were negative -\$37.63 in April		Longest economic expansion of 128 months ends in February	
S&P 500 Index closes above 3,700 milestone		S&P 500 Index Quickest 10% decline in history (Six days)		S&P 500 Index Quickest 20% decline in history (16 days)	
S&P 500 Index closes above 3,700 milestone		S&P 500 Index Quickest 30% decline in history (22 days)			
VIX closes at all-time high of 82.69 (3/16/20)		Largest single quarterly change in GDP Q2 (-31.4%)		Largest weekly initial jobless claims number ever at 6,867,000 (3/28/20)	
VIX closes at all-time high of 82.69 (3/16/20)		Unemployment— 4.4% in March to its highest rate ever in April to 14.7%		Largest monthly decrease in retail sales -14.7% in April	
S&P 500 Index Best 50-day return in history +37.7%		S&P 500 Index Best 100-day return in history +50.8%		Most expensive economic stimulus package ever \$2.2 trillion	
S&P 500 Index Best 50-day return in history +37.7%		Nonfarm payroll report largest monthly increase in May +2.5 million jobs			



FEDERAL RESERVE DOT PLOT

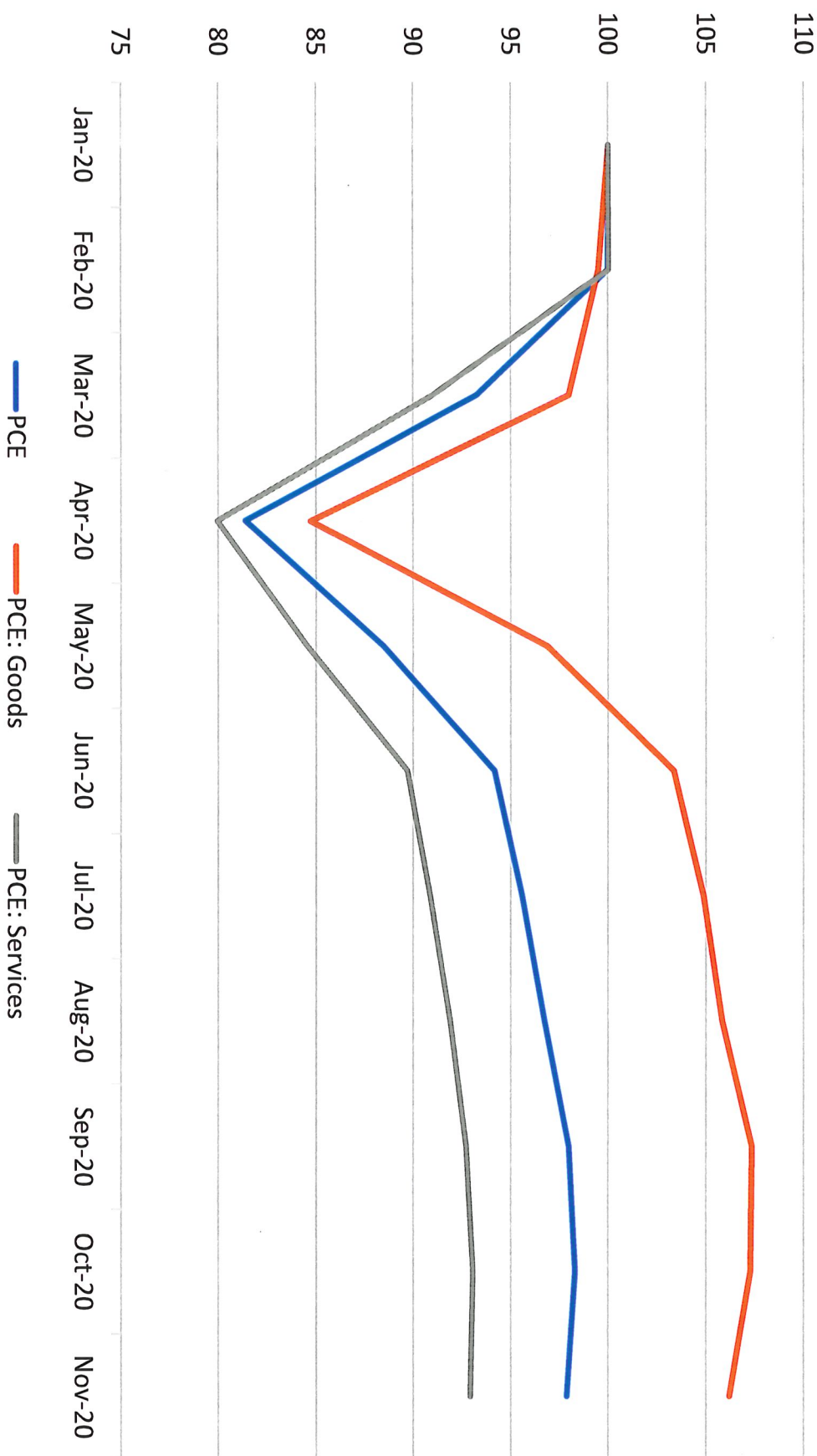


Source: Federal Reserve as of 12/16/2020



Total Consumer Spending

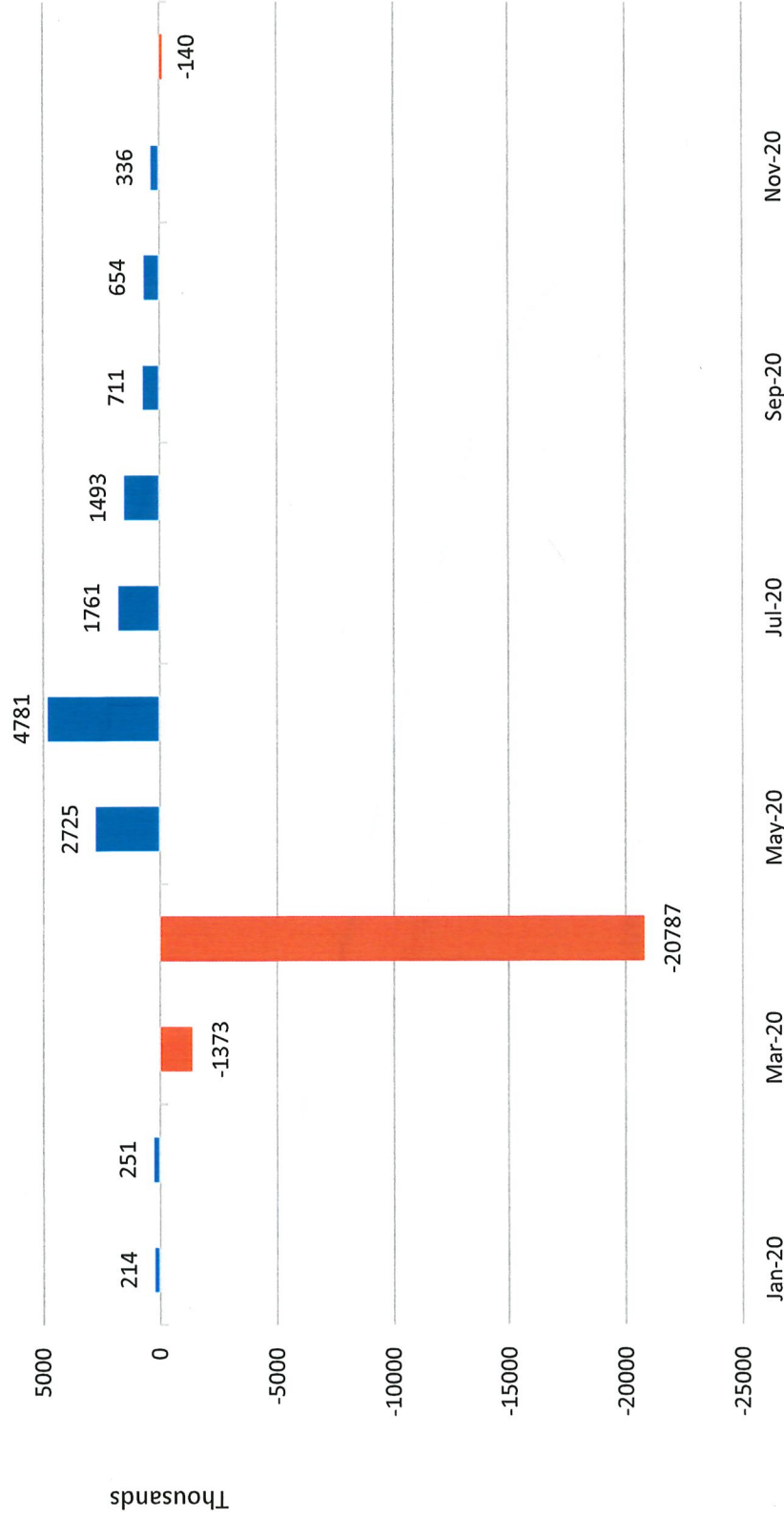
Total Consumer Spending remains below pre-COVID levels





Monthly Change in Nonfarm Payrolls

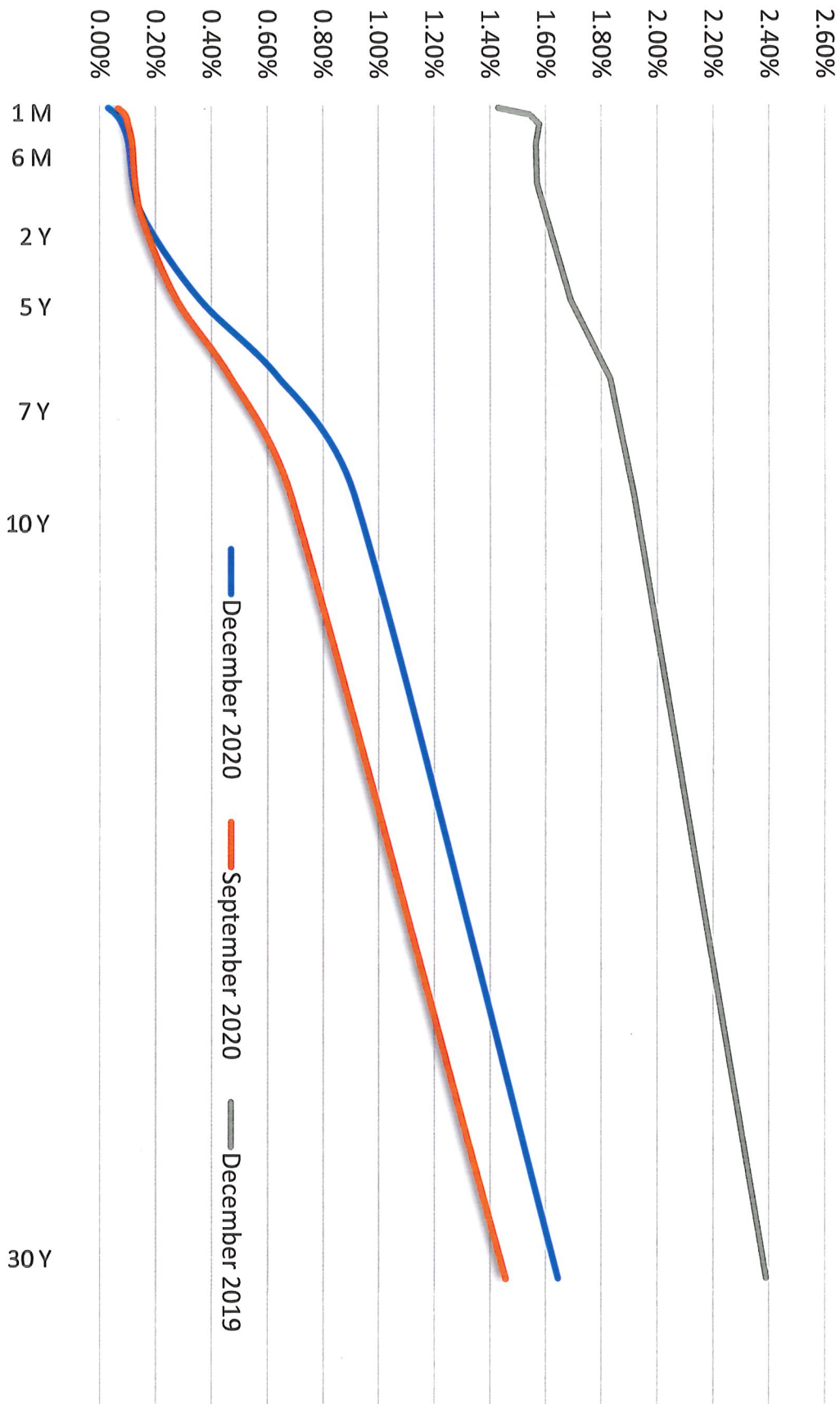
Labor Market recovery continues to slow



Source: U.S. Bureau of Labor Statistics as of 1/8/2021



U.S. TREASURY YIELD CURVES



Source: Bloomberg as of 12/31/2020

◦ ◦ ◦ ◦ ◦

PORTFOLIO REVIEW





PORTFOLIO REVIEW

City of Reynoldsburg portfolio as of 12/31/2020

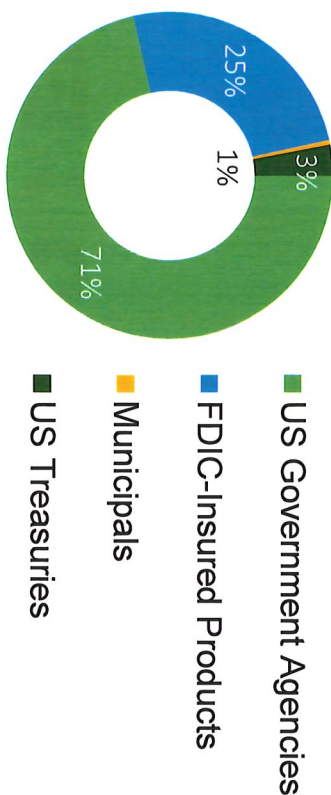
Your Portfolio

Cash	\$6,168,646
Securities	\$33,214,299
Total Portfolio	\$39,382,945

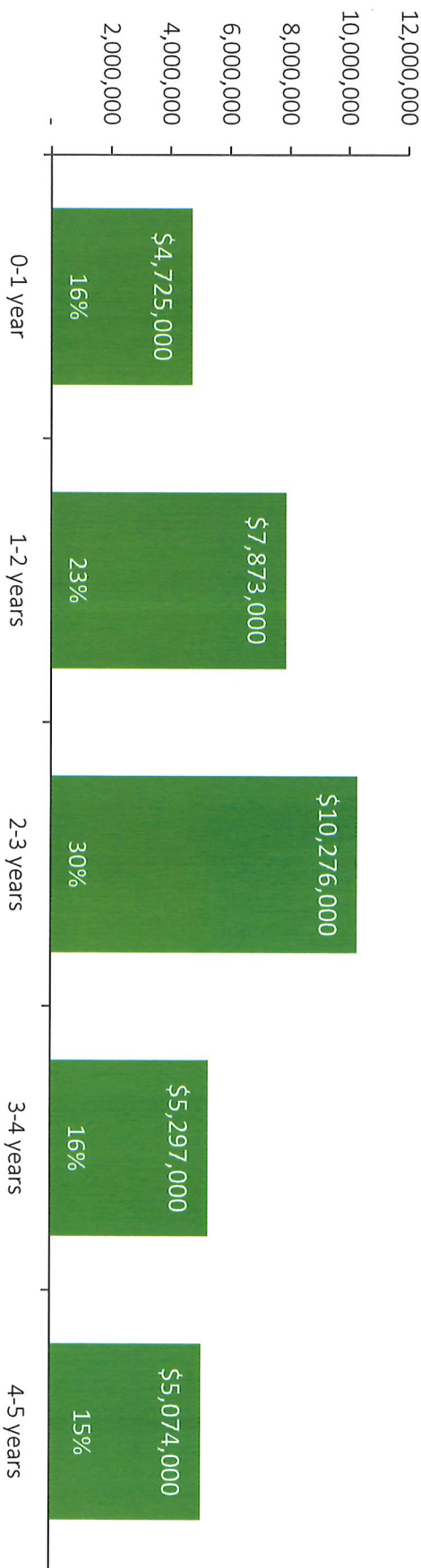
Your Securities

Weighted Average Maturity	2.51 years
Weighted Average Yield	0.89%
Estimated Annual Interest Income	\$295,607

Your Asset Allocation



Your Maturity Distribution



Yield and Interest Income information is annualized. All yield information is shown gross of any advisory and custody fees and is based on yield to maturity at cost. Past performance is not a guarantee of future results.

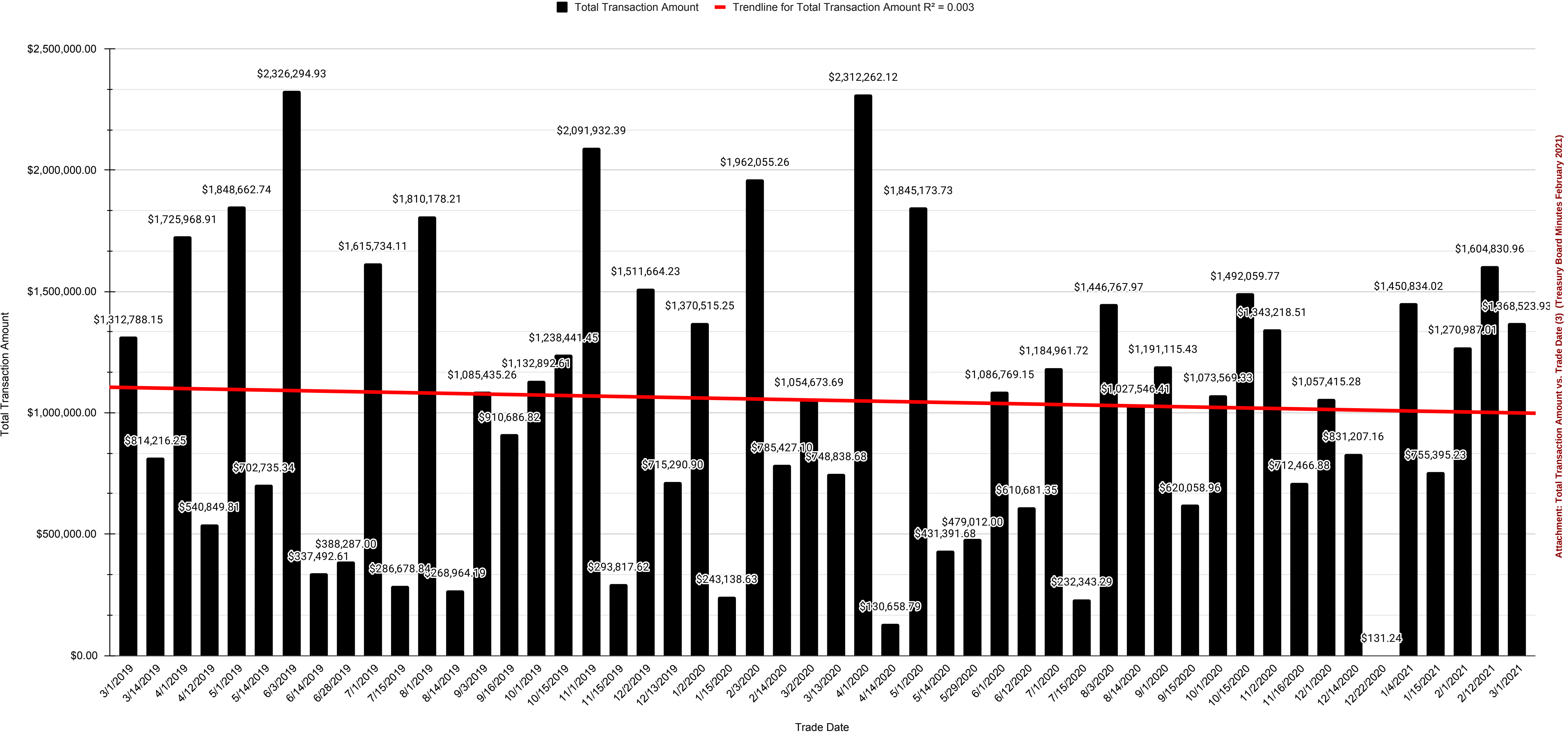
DISCLOSURE

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Total Transaction Amount vs. Trade Date



Attachment: Total Transaction Amount vs. Trade Date (3) (Treasury Board Minutes February 2021)

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

MOTION REQUEST

DATE: **March 8, 2021**

TO:

RE: **Recognition of Womens' History Month**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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Resolution Honoring Womens' History Month

March 2021

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every aspect of the life of this nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force for the country; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation; and

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

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement as well as others including the peace movement that encouraged a more fair and just society; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued in literature, teaching, and the study of American history.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG: That this Council does hereby recognize and declare the month of March, 2021 as Women's History Month in the City of Reynoldsburg.

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

DATE: March 8, 2021**TO:****RE: Colorectal Cancer Awareness Month**

Approval:

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

March is Colorectal Cancer Awareness Month. This resolution is to encourage everyone ages 50 and over to be screened for this deadly disease.

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

WHEREAS, colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined, but there is currently no cure; and

WHEREAS, one in twenty men and one in twenty-four women will be diagnosed with colorectal cancer in their lifetimes; and

WHEREAS, there are now more than one million survivors of colorectal cancer in the United States; and

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is if eighty percent of Americans ages 50 and older were screened regularly for colorectal cancer, half of all cases could be prevented entirely; and

WHEREAS, it is critical that all people, of all ages, know the signs and symptoms of the disease; and,

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

WHEREAS, observing Colorectal Cancer Awareness Month during the month of March could provide a special opportunity to offer education on the importance of early detection and screening.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize March as Colorectal Cancer Awareness Month encourage everyone age 50 and older to be screened.

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

DATE: **March 8, 2021**

TO: **Public Service and Transportation Committee**

RE: **2021 Fireworks Contract**

Approval:

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

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

Annual contract for 2021 fireworks display with Pyrotecnico. The price for this years display is \$29,800.00, and the event will be held on July 2, 2021 in Civic Park.

The City is asking for an extension of the "early bird pricing" that is due March 1st. Director Dorman will advise Council. We are asking for a 2-read emergency to pass this legislation

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR
2021 FIREWORKS DISPLAY, WAIVE COMPETITIVE BIDDING, AND DECLARING
AN EMERGENCY**

WHEREAS, the fireworks display is an integral part of the Reynoldsburg 4th of July Festival, which has been a Reynoldsburg community institution for years; and

WHEREAS, the fireworks display is one of the largest community gatherings in Reynoldsburg; and

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

WHEREAS, a significant number of those attending the fireworks display are visitors to the community and many of those visitors support other businesses and activities while they are in the community.

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

Section 1. That the Mayor is authorized to enter into a contract with Pyrotecnico in the amount of twenty-nine thousand eight hundred dollars (\$29,800) for the 2021 fireworks display.

Section 2. That this purchase is authorized pursuant to RCO Section 175.01(d).

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.



EOI FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **City of Reynoldsburg** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 2, 2021
Postponed Date(s) of Show (if negotiated):	July 3, 2021
Base Contract Price to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$32,000.00
DISCOUNTED EARLY OFFER COMPENSATION AMOUNT:	\$29,800.00
DISCOUNTED CONTRACT DUE DATE:	March 1, 2021
Pre-Show Advance:	\$14,900.00149
Pre-Show Advance Due Date:	March 1, 2021
Payment Terms:	Net 10
Postponement Fee:	\$3,725.00
Cancellation Fee:	\$11,175.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

DISCOUNTED, EARLY ORDER INCENTIVE TERMS:

The proposed Agreement is offered as part of Pyrotecnico's Early Order Incentive Program. It provides a discount from our 2021 price increases to prior Sponsors.

In order to receive the discount rate state above, Sponsor must do all of the following:

1. **Sign and return this contract to Pyrotecnico on or before the "Discounted Contract Due Date" above AND**
2. **Pay to Pyrotecnico the Pre-Show Advance in the amount and by the due date listed above.**

If Sponsor does not fully satisfy these terms by the deadline dates, the Discount is withdrawn and this will remain a contract for the Base Contract Price.

Please note that ALL Sponsor-inserted rain dates are subject to approval by Pyrotecnico.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

POSTPONED DATES

Postponed Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:



- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C) providing adequate private or public security, police and fire protection,
- D) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E) securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F) removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

POSTPONEMENT DUE TO COVID-19

If the show date is postponed by declaration by any federal, state or local government authority due to Covid-19 related reasons, which restrict, limit or prevent public gatherings, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 12 months of the original date, then the Sponsor shall not be required to pay the Postponement Fee and Sponsor agrees that Pyrotecnico shall retain the full amount of any deposit paid to date which shall be applied to the newly agreed upon show date.
- B) In order for the provisions of this paragraph to apply, Sponsor must notify and provide a copy of the declaration to Pyrotecnico not less than 30 days prior to the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

In the event of any force majeure occurrences, other than Covid-19 related reasons (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.



INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Postponed Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.



- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: PO Box 149

New Castle PA 16103

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____

Attachment: Pyrotecnico 2021 (Contract for 2021 Fireworks)



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Show Date(s): _____ Display Start Time(s): _____

Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e., new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED 5-PAGE AGREEMENT TO****

FAX: +1.724.652.1288 (Attn: Mary Killingsworth)

EMAIL: mkillingsworth@pyrotecnico.com

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: March 8, 2021****TO: Keith Kundtz, Street Superintendent Public Service and
Transportation Committee****RE: Streets Department Appropriation for Additional Overtime**

Approval:

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

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

Explanation of legislation and need: This legislation is being requested as a **single-read emergency measure** as the Street Overtime fund is nearly depleted. Any more heavy snowfalls could leave this account in a shortfall.

Statement of necessity for Emergency passage: In order to keep Reynoldsburg streets clear and safely driveable during any future snowfalls and keep the snow warriors on the road, this appropriation is needed to replenish the Street Department Overtime fund. An amount of \$25,000 is needed for this appropriation.

**AN ORDINANCE AUTHORIZING THE APPROPRIATION OF ADDITIONAL
SALARY FUNDING FOR OVERTIME FOR THE STREETS DEPARTMENT, AND
DECLARING AN EMERGENCY**

WHEREAS, it is immediately necessary to appropriate additional funds for the overtime incurred by Street Department employees due to the number of winter snowfalls; and

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

WHEREAS, the City of Reynoldsburg prides itself on offering a high level of service to our residents including keeping City roadways clear and safe, but that level of service can come with extra hours worked by our employees; and

WHEREAS, without the appropriation of additional funds, the Streets Overtime fund will be depleted with any future heavy snowfall.

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

Section 1. That an amount of \$25,000.00 in the unappropriated Street Fund (260) be and is hereby appropriated to account 260.268.5105 Street Overtime.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST**

DATE: **March 8, 2021**

TO: **Finance and Administration Committee**

RE: **Then & Now for OHM Bill**

Approval:

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

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

The Development Department received three invoices from 2020 that were not paid to OHM. During 2020, the purchase orders for these invoices were exhausted due to later invoices. Invoice 212209 for \$900.84 was for boards we had printed for the state of the City address. Invoice 212999 for \$2723.50 was a combination of design work for Civic Park and The Memorial Plaza. Invoice 214555 for \$342.50 for The Memorial Plaza. The Auditing department has combined these as one project, causing the need for Then & Now legislation requiring the certification by the Auditor. These funds were included in the 2020 budget, which was approved and certified by the Auditor and Council in March, 2020.

**AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED IN THE
PRIOR YEAR, AND DECLARING AN EMERGENCY**

WHEREAS, the Ohio Revised Cod 5705.41(D) states:

(D)(1) Except as otherwise provided in division (D)(2) of this section and section 5705.44 <<https://codes.ohio.gov/orc/5705.44>> of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid; and

WHEREAS, ORC 5705.41(D) becomes applicable for the City of Reynoldsburg when amounts are above \$3,000.00.

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

SECTION 1. That in accordance with ORC 5705.41(D) the following payment for services performed in the prior year shall be and is hereby approved:

Vendor	OHM Advisors
Description	Ongoing Planning Services
Invoice Date	March 10, 2020, April 7, 2022, June 2, 2020
Invoice Numbers	#212209, #212999, #214555
Total Amount	\$3,966.84
Purchase Order No.	2020-00001721

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

Account

110.580.5339

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to pay invoices and ORC 5705.41(D) requires that this Ordinance be passed within thirty days of its presentation to City Council. Therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 3,966.84 has been
appropriated and was available in the treasury at the date of purchase _____
and is still available as of _____ for the following purchase:

Purchase Order # 2020-1721

Date of Invoice: 03/10/2020, 04/07/2020, 06/02/2020

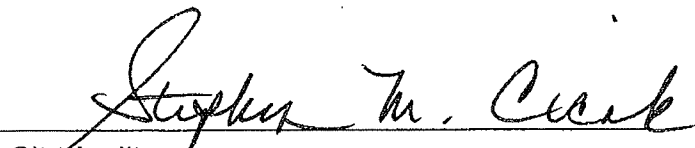
Vendor OHM

Description: **Reynoldsburg Ongoing Planning Services**

- **Communication Printouts for Civic Park**
- **Cost Estimating for Civic Park**
- **Extra Communication for Civic Park**

Invoice # 212209, 212999, 214555

Account # 110.580.5339


City Auditor

2.4.21
Date

Attachment: OHM Then and Now (Then & Now for OHM)

Ship To

City of Reynoldsburg-Development
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Development
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order
No. 2020-00001721

DATE 11/23/2020

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Melissa Butler

VENDOR 267 - OHM ADVISORS

Reprint Purchase



Contact

OHM ADVISORS
34000 PLYMOUTH ROAD
LAVONIA, MI 48150

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Miscellaneous Contract Services - Ongoing Planning Services Professional/Consultant Service Contracts that do not represent a significant expenditure of funds and are not properly defined by any of the specific accounts within the Services category of expense. 110.580.5339 - Misc Contract Services 5,000.00 Total Cost \$5,000.00 Amount Voided \$0.00 Amount Expensed \$0.00 Amount Encumbered \$5,000.00 Amount Discounted \$0.00 Amount Remaining \$5,000.00	Open	5,000.0000	\$5,000.00
3/10/2020 Inv # 212209 CIVIC PARK APPROVED FOR PAYMENT Account # <u>5339</u> Director: <u>[Signature]</u> Date: <u>1-26-21</u> RECEIVED FEB 3 - 2021 AUDITOR'S OFFICE					
SUBTOTAL					\$5,000.00
					\$0.00
					\$5,000.00

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Stephen M. Cicak
OH 2.3.21

Special Instructions

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 \$ 900.84 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 110 fund free from any previous encumbrance.

Attachment: OHM Then and Now (Then & Now for OHM)



City of Reynoldsburg
 Attn: Andrew Bowsher
 Development Department
 7292 E. Main Street
 Reynoldsburg, OH 43068

Invoice Date: 03/10/2020
 Invoice #: 212209
 Project: 0012-18-0010

Project Name: Reynoldsburg - Ongoing Planning Services

For Professional Services Rendered through: 2/29/2020

Professional Fees	0.00
Survey	0.00
Communication Collateral	595.00
Reimbursable Expenses	305.84
Amount Due This Invoice **	900.84

RECEIVED
 FEB 3 - 2021
 AUDITOR'S OFFICE

Attachment: OHM Then and Now (Then & Now for OHM)

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com



ARC DOCUMENT SOLUTIONS LLC
1159 DUBLIN RD
COLUMBUS OH 43215-1874

DATE
2/19/2020

INVOICE
510HI9132778

Page 1/2



BILL TO:

OHM Advisors

Cherie Howard
34000 Plymouth Road
Livonia, MI 48150
P: (614) 474-1143

SHIP TO:

CITY OF REYNOLDSBURG

ANDREW BOWSHER, DEV. DIRECTOR
7232 EAST MAIN ST
REYNOLDSBURG, OH 43068

Okay to bill
0012180010
Reimbursable Expenses

Purchase Order #			Customer ID 1018631		Shipping Method ARC DELIVERY		Payment Terms NET30		Order Due Date 2/13/2020		Order 510H09114776	
Ordered By KIM LITTLEJOHN					Project Number 0012180010				Project Name CITY OF REYNOLDSBURG PLANNING SERVICES			
Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description				Price	Extended Price		
4.00	4.00	0.00	SQFT	1635	Wide Format Smart Color Prints Full Size - Lines				\$0.35	\$1.40		
			1 set of 1 (24.00x24.00)									
48.00	48.00	0.00	SQFT	1635	Wide Format Smart Color Prints Full Size - Lines				\$0.35	\$16.80		
			1 set of 8 (24.00x36.00)									
4.00	4.00	0.00	SQFT	4003	Mounting 3/16" Gatorfoam - WHITE -				\$4.75	\$19.00		
			1 set of 1 (24.00x24.00)									
48.00	48.00	0.00	SQFT	4003	Mounting 3/16" Gatorfoam - WHITE -				\$4.75	\$228.00		
			1 set of 8 (24.00x36.00)									
1	1	0	EACH	5201	Supply / Delivery Charge				\$15.00	\$15.00		
			1 set of 1									
1	1	0	EACH	5205	Energy / Fuel Surcharge				\$2.50	\$2.50		
9	9	0	EACH	8522	Project Set Up/Update				\$0.20	\$1.80		

RECEIVED

FEB 3 - 2021

AUDITOR'S OFFICE

Bill to: crichesson	Subtotal	\$284.50
	Misc	\$0.00
	Tax	\$21.34
	Freight	\$0.00
	Trade Discount	\$0.00
	Total	\$305.84
	Amount Received	
	Total Due	\$305.84

Ship To

City of Reynoldsburg-Development
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Development
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order
No. 2020-00001721

DATE 11/23/2020

VENDOR 267 - OHM ADVISORS

Reprint Purchase Order



Contact

OHM ADVISORS
34000 PLYMOUTH ROAD
LAVONIA, MI 48150

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Melissa Butler

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Miscellaneous Contract Services - Ongoing Planning Services Professional/Consultant Service Contracts that do not represent a significant expenditure of funds and are not properly defined by any of the specific accounts within the Services category of expense. 110.580.5339 - Misc Contract Services 5,000.00 Total Cost \$5,000.00 Amount Voided \$0.00 Amount Expensed \$0.00 Amount Encumbered \$5,000.00 Amount Discounted \$0.00 Amount Remaining \$5,000.00 APPROVED FOR PAYMENT Account # <u>5339</u> Director: <u>[Signature]</u> Date: <u>1-26-21</u>	Open	5,000.0000	\$5,000.00
					\$2723.50

RECEIVED

FEB 3 - 2021

AUDITOR'S OFFICE

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been
appropriated and are in the treasury free from any obligation.

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 \$ 2723.50 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 110
Fund free from any previous encumbrance.

Special Instructions

SUBTOTAL

\$5,000.00

X

\$0.00

IE

\$5,000.00

Attachment: OHM Then and Now (Then & Now for OHM)



City of Reynoldsburg
 Attn: Andrew Bowsher
 Development Department
 7292 E. Main Street
 Reynoldsburg, OH 43068

Invoice Date: 04/07/2020
 Invoice #: 212999
 Project: 0012-18-0010

Project Name: Reynoldsburg - Ongoing Planning Services

For Professional Services Rendered through: 3/28/2020

Professional Services 2020	2,723.50
Reimbursable Expenses	0.00
Amount Due This Invoice **	2,723.50

~~RECEIVED
 FEB 3 - 2021
 AUDITOR'S OFFICE~~

Attachment: OHM Then and Now (Then & Now for OHM)

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com



City of Reynoldsburg
Attn: Andrew Bowsher
Development Department
7292 E. Main Street
Reynoldsburg, OH 43068

Invoice Date: 04/07/2020
Invoice #: 212999
Project: 0012-18-0010

Professional Services 2020

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Grad. Arch./Landscape Arch. I ZEKE BOLON	3/10/2020	2.00	98.0000	196.00
	3/17/2020	2.00	98.0000	196.00
	3/21/2020	4.00	98.0000	392.00
	3/22/2020	1.00	98.0000	98.00
	3/23/2020	6.00	98.0000	588.00
	3/24/2020	3.00	98.0000	294.00
	Subtotal	18.00		1,764.00
Planner IV AARON DOMINI	3/5/2020	2.00	160.0000	320.00
	3/9/2020	1.00	160.0000	160.00
	Subtotal	3.00		480.00
Professional Engineer/Architect I JUSTIN MERANDA	3/5/2020	1.00	137.0000	137.00
	3/10/2020	0.50	137.0000	68.50
	3/19/2020	0.50	137.0000	68.50
	3/20/2020	0.50	137.0000	68.50
	3/23/2020	0.50	137.0000	68.50
	3/24/2020	0.50	137.0000	68.50
	Subtotal	3.50		479.50
	Fixed Rates Labor subtotal	24.50		2,723.50
Total Professional Services 2020				2,723.50

Total Project: 0012180010 - Reynoldsburg - Ongoing Planning Services 2,723.50

Attachment: OHM Then and Now (Then & Now for OHM)

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FEB 3 - 2021

AUDITOR'S OFFICE

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Ship To

City of Reynoldsburg-Development
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Development
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order
No. 2020-00001721

DATE 11/23/2020

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Melissa Butler

VENDOR 267 - OHM ADVISORS

Reprint Purchase



Contact

OHM ADVISORS
34000 PLYMOUTH ROAD
LAVONIA, MI 48150

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Miscellaneous Contract Services - Ongoing Planning Services Professional/Consultant Service Contracts that do not represent a significant expenditure of funds and are not properly defined by any of the specific accounts within the Services category of expense. 110.580.5339 - Misc Contract Services 5,000.00 Total Cost \$5,000.00 Amount Voided \$0.00 Amount Expensed \$0.00 Amount Encumbered \$5,000.00 Amount Discounted \$0.00 Amount Remaining \$5,000.00	Open	5,000.0000	\$5,000.00
6-2-2020 Inv # 214555 APPROVED FOR PAYMENT Account # <u>5339</u> Director: <u>[Signature]</u> Date: <u>1-26-21</u> RECEIVED FEB 3 - 2021 AUDITOR'S OFFICE					
SUBTOTAL					\$5,000.00
					\$0.00
					\$5,000.00

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Special Instructions

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 \$ 342.50 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 118 Fund free from any previous encumbrance.

Attachment: OHM Then and Now (Then & Now for OHM)



City of Reynoldsburg
 Attn: Andrew Bowsher
 Development Department
 7292 E. Main Street
 Reynoldsburg, OH 43068

Invoice Date: 06/02/2020
 Invoice #: 214555
 Project: 0012-18-0010

Project Name: Reynoldsburg - Ongoing Planning Services
 P.O. 2020-0949

For Professional Services Rendered through: 5/23/2020

Professional Services 2020	342.50
Reimbursable Expenses	0.00
Amount Due This Invoice **	342.50

~~RECEIVED~~
~~FEB 3 - 2021~~
~~AUDITOR'S OFFICE~~

Attachment: OHM Then and Now (Then & Now for OHM)

REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com



City of Reynoldsburg
 Attn: Andrew Bowsher
 Development Department
 7292 E. Main Street
 Reynoldsburg, OH 43068

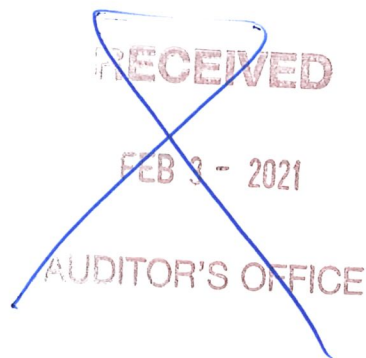
Invoice Date: 06/02/2020
 Invoice #: 214555
 Project: 0012-18-0010

Professional Services 2020

Fixed Rates Labor

<i>Classification / Employee Name</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Engineer/Architect I				
JUSTIN MERANDA	3/30/2020	1.00	137.0000	137.00
	3/31/2020	0.50	137.0000	68.50
	4/9/2020	1.00	137.0000	137.00
	Subtotal	2.50		342.50
Fixed Rates Labor subtotal		2.50		342.50
Total Professional Services 2020				342.50

Total Project: 0012180010 - Reynoldsburg - Ongoing Planning Services **342.50**



REMIT TO:

OHM Advisors
 34000 PLYMOUTH RD
 LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
 F 734.522.6427

OHM-Advisors.com

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE:** **March 8, 2021****TO:** **Development, Parks and Recreation Committee**

RE: This is an Ordinance for the creation of JEDD VII with Etna Township. We are currently working on the development of JEDD V and JEDD VI so this is numbered a little out of order from the last one. This JEDD will help facilitate a development that will take place on State Route 40 and Tollgate Rd. in Etna Township that would provide revenue for the City of Reynoldsburg.

Approval:

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

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, Etna Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Etna-Reynoldsburg Joint Economic Development District - 7 Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 7 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract – 7 (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract, but shall never be decreased below two percent (2%). The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the County and the City. The Township, County and City, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Community Improvements Corporation, as well as grants, low interest loans, forgivable loans.
- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements listed in TIF Resolution adopted by the Township Trustees.

- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, and services to foster economic development, including funding for the Southwest Licking Local School District (the "School District") and including other Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District ("SWLCWSD").
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, Etna Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**BY AND BETWEEN****CITY OF REYNOLDSBURG****(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO****AND****ETNA TOWNSHIP (LICKING COUNTY), OHIO****Dated as of****_____, 20__****Attachment: JEDD VII (JEDD VII Agreement)****JEDD 7**

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Section 1.2 Interpretations	- 4 -
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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 20__, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 7 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 52.230 +/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

Attachment: JEDD VII (JEDD VII Agreement)

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD 7 Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term "heretofore" means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district ("JEDD") in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the "Etna - Reynoldsburg Joint Economic Development District - 7." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are depicted in Exhibit "A" and more particularly described in Exhibits "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the "County") and does not include any "parcel of land" (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The Parties also acknowledge that the Township has successfully used an economic development structure,

including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, 3, and 4 involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, if any, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. **Fire Protection and EMS Services:** The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the

same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.

2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.

2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:

2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;

2.5.2.3.2. Clearing snow and ice from streets and roads;

2.5.2.3.3. Salting or in some other way de-icing streets and roads;

2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

- 2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;
- 2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;
- 2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.
- 2.5.2.3.8. The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

- 2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

- 2.5.3.1.1. Sanitary Sewer Services Within the JED District. It is anticipated that all qualified customers located within the JED District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

- 2.5.3.1.2. Potable Water Services Within the JED District. It is anticipated that all qualified customers located within the JED District shall be able to connect to and receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion, and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with the City without the consent of the Township.

The City shall hold all records or documents of the District for safe keeping. The City shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not

limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City or Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, or for any other costs incurred by either the City or Township, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

3.1.1. Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall be compensated for their services as Board Members at the rate of \$100.00 per meeting, or such lesser amount as the Board shall determine by Resolution. Such sum shall not be paid until the District has accumulated revenues in the "Administrative Expense" Account established under Section 4.2.1.2. hereof, or from the Board Improvement Account, established under Section 4.2.2.2. hereof, at the Board's discretion. The Board shall have authority to increase such pay by Resolution, at its discretion, but such increase shall be in conformance with Ohio Law as pertains to "In-term Pay

Increases". Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall, along with the Chairman, constitute the Officers of the Board) from among its members: a Vice-Chair, and a Secretary. The Board Member appointed by the City as Board Member No. 1 shall, for the duration of this Contract, serve as Treasurer of the Board without further action of the Board, provided, however, that the Board, by majority vote, can resolve to appoint a different Board Member as Treasurer. Except for the Treasurer, these officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings shall be held at the offices of the Township. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for "cause"; which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;

- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.
- 3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made.
- 3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, including the Township, or with any New Community Authority (NCA) or any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements which benefit the District or the Township. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD and to improve the economic welfare of the people of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE IV JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the

income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, paid in the following order of priority:

- 4.2.1.1. Repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs;
- 4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed five percent (5%) of the Gross Revenue;
- 4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency

associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

4.2.2. From the Net Revenue:

4.2.2.1. To the City, an amount equal to twenty percent (20%);

4.2.2.2. To the Board Improvement Account, an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below;

4.2.2.2.1. Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31st year in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in the Development and Compensation Agreement, Section 2.E) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31st year.

4.2.2.3. To the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter;

4.2.2.4. To the Licking County Transportation Improvement District (the "TID"), an amount equal to five percent (5%), to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 7 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.5.

4.2.2.5 To the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, the County and the TID pursuant to Section 4.2.2.1. through 4.2.2.4.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 7 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 Provisions. The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined in a final adjudication, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on JEDD as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract except that the Annexation Agreement referenced in Section 6.6 hereof shall remain in full force and effect. In the event that this Contract is

terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided proportionately between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the

purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.1.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the 23rd day of December, 2015, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the 23rd day of December, 2015. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties

acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect, Opt-Out. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the "City"), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); and the Developers, Scannell Properties #463, LLC, its affiliates, successors, nominees and/or assigns (collectively, the "Developers"), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by the Developers to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action,

or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- 6.9.1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- 6.9.2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- 6.9.3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service

or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 7 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 7 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the

JED District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JED District.

(End of Article VI)

Attachment: JEDD VII (JEDD VII Agreement)

SIGNATURE PAGE

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD VII (JEDD VII Agreement)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 20__ under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 20__ under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: JEDD VII (JEDD VII Agreement)

EXHIBIT

A

PLAT OF SURVEY

STATE OF OHIO, COUNTY OF LICKING,
TOWNSHIP OF ETNA, SECTION 12, TOWNSHIP 16,
RANGE 20, REFUGEE TRACT

BASIS OF BEARINGS:
THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 89°02'16" EAST, ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 40, BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD83) AS ESTABLISHED FROM A GPS SURVEY PERFORMED IN MARCH 2020.

IRON PINS:
ALL IRON PINS SET ARE 5/8" SOLID REBAR, THIRTY INCHES IN LENGTH WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

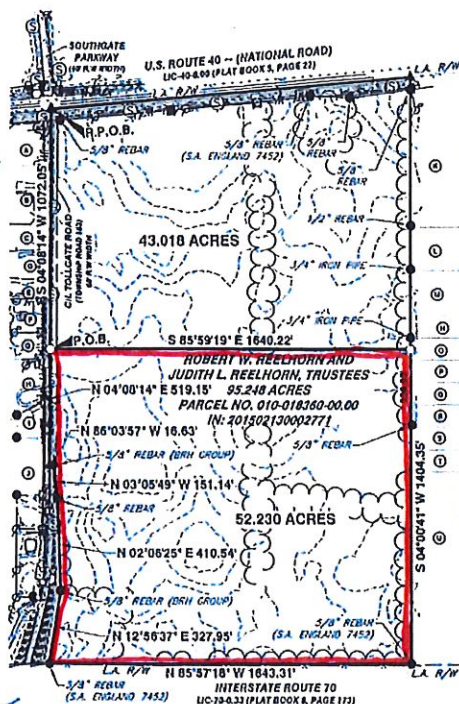
PERTINENT DOCUMENTS:
DEEDS OF RECORD, ON FILE AT THE LICKING COUNTY RECORDER'S OFFICE, EXISTING CEC SURVEYS, SURVEYS OF RECORD & TAX MAPS ON FILE AT LICKING COUNTY.

EASEMENTS:
VOLUME 290, PAGE 454 - RIGHT-OF-WAY FOR THE PURPOSE OF UTILITIES GRANTED TO SOUTHERN OHIO PUBLIC SERVICE COMPANY FROM A.E. HAGER AND JESSIE B. HAGER, RECORDED ON JULY 15, 1929. EASEMENT IS BLANKET IN NATURE, NOTHING TO PLOT.
VOLUME 323, PAGE 414 - RIGHT-OF-WAY FOR THE PURPOSE OF UTILITIES GRANTED TO THE OHIO POWER COMPANY FROM A.E. HAGER AND JESSIE B. HAGER, RECORDED ON APRIL 30, 1938. EASEMENT IS BLANKET IN NATURE, NOTHING TO PLOT.

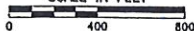
FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 39089C04304, WHICH BEARS AN EFFECTIVE DATE OF MARCH 16, 2015.

LEGEND

- | | |
|--|---------------------------------|
| ▲ MAG NAIL FOUND | ⊗ WATER BOX (WATER VALVE) |
| △ MAG NAIL SET | ⊗ FIRE HYDRANT |
| ● 5/8" REBAR FD. "CEC INC" (UNLESS OTHERWISE STATED) | ⊗ POWER POLE |
| ○ REBAR SET & CAP (SEE IRON PINS NOTE) | ⊗ GUY WIRE |
| ⊙ PERMANENT MARKER (1" REBAR FOUND) | ⊗ TELEPHONE PEDESTAL |
| ⊙ PERMANENT MARKER (1" REBAR SET) | ⊗ SIGN |
| ■ CONCRETE R/W MONUMENT | — SAN — EXISTING SANITARY LINE |
| ⊠ IRON SQUARE | — W — EXISTING WATER LINE |
| ⊙ SANITARY MANHOLE | — OH-W — EXISTING OVERHEAD LINE |



SCALE IN FEET



- | | |
|---|---|
| ① SHELBY JEAN MUSICK
1.23 ACRES
R: 2005008200020564 | ① SHAWN M. KENNERLING, TRUSTEES
2.9853 ACRES
R: 2013100800025236
R: 2018072200015390 |
| ① DONALD L. GOEBBEL
AND THERESA J. GOEBBEL
1.23 ACRES
O.R.V. 471, PAGE 215 | ① JACK PHILLIPS
3.141 ACRES
R: 201908040010814 |
| ① CURTIS E. LOVELL
AND VICKI J. WRIGHT
0.58 ACRE
O.R.V. 958, PAGE 423 | ① JEFFREY R. DAY
AND MARY J. DAY
(PARCEL 2)
R: 2005071500015358 |
| ① ELIZABETH ANN DAWSON
0.583 ACRE
R: 201101020000044 | ① KIMBERLY A. PLATZ, TR.
(PARCEL NUMBER 2)
R: 2016050000010162
R: 201701260001897 |
| ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 1)
R: 201708040018382 | ① TUDOR T. PAGE
AND CHRISTA J. PAGE
(PARCEL NO. TWO (2))
R: 201402110002538 |
| ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 1)
R: 201708040018382 | ① JOHN C. WELCH AND
DOROTHY R. WELCH, TR.
R: 200112140015381 |
| ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 1)
R: 201708040018382 | ① CHESTER A. HESSEL
AND VICKI A. HESSEL
1/2 ACRE (PARCEL 1)
R: 199808080002393 |
| ① GARY N. LAMIER
AND DEBRA K. LAMIER
0.78 ACRE
R: 2003052100022981 | ① ERIC ROCKEFELLER
0.810 ACRE (TRACT 2)
R: 201007090013063 |
| ① DONALD L. GOEBBEL
AND THERESA J. GOEBBEL
0.485 ACRE
R: 2010121000215199 | ① KAREN S. COMBS
0.80 ACRE (PARCEL TWO)
R: 200001010000359 |
| ① JAMES A. GRUFFIN, BISHOP OF THE ROMAN
CATHOLIC DIOCESE OF COLUMBUS
12.524 ACRES
O.R.V. 515, PAGE 431 | ① WILLIAM E. SONDER
AND RHEE L. SONDER
5.259 ACRES (PARCEL 2)
O.R.V. 710, PAGE 369 |
| ① DANNY L. WADDELL, JR.
6.8934 ACRES
R: 2013102200018299 | |

CERTIFICATION:

WE HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE. THE SURVEY WAS PERFORMED IN MARCH, 2020.

Mark Alan Smith
12/18/2020

MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

DATE

CEC Civil & Environmental Consultants, Inc. 250 Old Wilson Bridge Road • Suite 250 • Worthington, OH 43085 614-510-6633 • 888-598-6808 www.cecinc.com		TOWNSHIP OF ETNA LICKING COUNTY STATE OF OHIO	
DRAWN BY: MJV CHECKED BY: KAS APPROVED BY: MAS		LOT SPLIT	
DATE: DEC. 2020 DWG SCALE: 1"=400' PROJECT NO: 301-627		SRV	

Attachment: JEDD VII (JEDD VII Agreement)

Exhibit B
Etna-Reynoldsburg Joint Economic Development District #7
JEDD 7 Area

Property Owner	Property Address	Parcel #	Acreage
The Reelhorn Capital Trust, dated December 29, 2014	11176 National Road SW, Etna, Ohio 43062	A portion of 010-018360-00.000	52.230

EXHIBIT

B



Civil & Environmental Consultants, Inc.

DESCRIPTION OF 52.230 ACRES

Situated in the State of Ohio, County of Licking, Township of Etna, Section 12, Township 16, Range 20, Refugee Tract, and being part of a 95.248 acre tract of land, conveyed to Robert W. Reelhorn and Judith L. Reelhorn, Trustees, of record in Instrument Number 201502130002771, all references to records being on file in the Office of the Recorder, Licking County, Ohio, said 52.230 acre tract being more fully described herein;

BEGINNING FOR REFERENCE at a Mag Nail found at the intersection of the old centerline of U.S. Route 40, the centerline of Tollgate Road (Township Road 163), and being the northwest corner of said 95.248 acre tract;

Thence, South 04°08'14" West, a distance of 1072.05 feet, with the west line of said 95.248 acre tract, the centerline of said Tollgate Road, the east line of a 1.25 acre tract of land, conveyed to Shelby Jean Musick, of record in Instrument Number 200006280020564, the east line of a 1.23 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Original Record Volume 471, Page 215, the east line of a 0.56 acre tract of land, conveyed to Curtis E. Lovell and Vicki J. Wright, of record in Original Record Volume 938, Page 423, the east line of a 0.568 acre tract of land, conveyed to Elizabeth Ann Dawson, of record in Instrument Number 20140120000044, and the east line of a 0.43 acre tract of land (Parcel III), a 0.43 acre tract of land (Parcel II), and part of a 0.43 acre tract of land (Parcel I), conveyed to IMW Commercial, LLC, of record in Instrument Number 201708040016382, to an iron pin set, at the **TRUE POINT OF BEGINNING**;

Thence, South 85°59'19" East, a distance of 1640.22, through said 95.248 acre tract, to an iron pin set, on the east line of said 95.248 acre tract, and on the west line of Parcel Number Two, conveyed to Kimberly A. Fultz, Trustee, of record in Instrument Number 201701260001867;

Thence, South 04°00'41" West, passing over a 5/8" rebar found at a distance of 338.03 feet, for a total distance of 1404.35 feet, with the east line of said 95.248 acre tract, part of the west line of said Parcel Number 2, the west line of Parcel Number Two (2), conveyed to Timothy T. Page and Christa J. Page, of record in Instrument number 201402110002536, the west line of a tract of land, conveyed to John C. Welch and Dorothy R. Welch, Trustee, of record in Instrument Number 20112140045381, the west line of a 1/2 acre tract of land (Parcel II), conveyed to Chester A. Helsel and Vicki A. Helsel, of record in Instrument Number 199808280032999, the west line of a 0.610 acre tract of land (Tract 2), conveyed to Eric Rockefeller, of record in Instrument Number 201007090013063, the west line of a 0.60 acre tract of land (Parcel Two), conveyed to Karen S. Combs, of record in Instrument Number 200001040000359, and the west line of a 5.259 acre tract of land (Parcel 2), conveyed to William E. Songer and Renee L. Songer, of record in Original Record Volume 710, Page 369, to a found 5/8" capped rebar "S. A. England 7452", at the southeast corner of said 95.248 acre tract, and the southwest corner of said 5.259 acre tract of land, being the north Limited Access Right-of-Way line of Interstate Route 70;

Thence, North 85°57'18" West, a distance of 1643.31 feet, with the south line of said 95.248 acre tract, with the north Limited Access Right-of-Way line of said Interstate Route 70, to a found 5/8" capped rebar "S. A. England 7452", at the southwest corner of said 95.248 acre tract, and on the east Right-of-Way line of said Tollgate Road;

Thence, North 12°56'37" East, a distance of 327.95 feet, with the west line of said 95.248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar capped "BRH Group";

Thence, North 02°06'25" East, a distance of 410.54 feet, with west line of said 95.248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar;

Thence, North 03°05'49" West, a distance of 151.14 feet, with the west line of said 95.248 acre tract, and part of the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar capped "BRH Group", on the west line of said 95.248 acre tract of land and in the northbound travel lane of said Tollgate Road;

Thence, North 86°03'57" West, a distance of 16.63 feet, with a south line of said 95.248 acre tract, to a Mag Nail found at a southwest corner of said 95.248 acre tract, on the centerline of said Tollgate Road, and on the east line a 12.524 acre tract of land, conveyed to James A. Griffin, Bishop of the Roman Catholic Diocese of Columbus, of record in Original Record Volume 525, Page 431;

Thence, North 04°08'14" East, a distance of 519.15 feet, with the west line of said 95.248 acre tract, the centerline of said Tollgate Road, part of the east line of said 12.524 acre tract, the east line of a 0.466 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Instrument Number 201012100025499, the east line of a 0.79 acre tract of land, conveyed to Gary N. Lawyer and Debra K. Lawyer, of record in Instrument Number 200305210022981, and part of said 0.43 acre tract of land (Parcel I), to the **TRUE POINT OF BEGINNING**, containing 52.230 acres, subject to all easements and documents of record.

All iron pins set are 5/8-inch solid rebar, 30 inches in length, with a yellow plastic cap bearing the initials "CEC INC".

For the purpose of this description the bearing of North 89°02'16" East, on the south Right-of-Way line of U.S. Route 40, based on the Ohio State Plane Coordinate System South Zone (NAD83) as established from a GPS survey performed in March 2020.

This document is based from an actual field survey performed by or under my direct supervision in March, 2020.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



12/22/2020

Mark Alan Smith, P.S.
Registered Surveyor No. 8232

Date

Attachment: JEDD VII (JEDD VII Agreement)

Exhibit "C"

**BYLAWS GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT – 7**

Attachment: JEDD VII (JEDD VII Agreement)

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**BYLAWS
GOVERNING
ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT -7**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2021, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers.

As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. **Officers; Election Procedure.** The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. **Duties of Officers.**

1. **Chairperson.** The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. **Vice Chairperson.** The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. **Secretary.** The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by

the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

4. Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

5. Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

- D. Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year. At its first meeting, the Board shall determine its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

All meetings of the Board, and the mailing address of the Board shall be Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188.

- D. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.
- E. Powers and Duties.
 - 1. Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the

estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
 - e. make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or

modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
 1. Posted Notice.
 - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

- b. Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- c. Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

2. Notice to News Media.

- a. Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- b. Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- c. In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

3. Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory

committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay unless the Board, in its discretion, resolves to pay a stipend to members of the advisory committee. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds.

The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the

Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to the Township and to the City.

Section 8. Transition.

In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on the _____ day of _____, 20_____.

ETNA-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT -7

Secretary

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2021, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”);; and Scannell Properties #463, LLC, an Indiana limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 50% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 50% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City plan to agree to the terms of a Joint Economic Development District Contract (the “JEDD 7 Contract”, attached hereto as Exhibit B), under which the Township and the City will share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site boundaries are coterminous with the JEDD boundaries; and

WHEREAS, the Township plans to pass a tax increment financing (“TIF”) resolution (the “TIF Resolution”, attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township, City, and the Developer are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Developer in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

*Execution Version*1. Approval of Exemption Agreements and Future Good Faith Negotiation

The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 50% real property tax exemptions and the ten (10) year, 50% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township agree to pursue and adopt the JEDD 7 Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD 7 Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The JEDD Board of Directors (the “JEDD Board”) will adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD 7 Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph, beginning on the effective date the JEDD 7 Contract providing for such distribution, which the City and Township shall cause to be no later than [June 1, 2021]. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. The City shall report its receipt of Gross Revenues on a monthly basis to the JEDD Board. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (2) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed Five percent (5%) of the Gross Revenue, and (3) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax, provided, however, that the City (as

Execution Version

administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD 7 Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD 7 Contract), an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (4) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.4. of the JEDD 7 Contract; and (5) to the Township, an amount equal to the Net Revenue minus the sum of the amounts paid to the City, the Board Improvement Account, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31st year, in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in Section 2.E below) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31st year.

E. The Developer agrees to expend up to \$2,500,000 to construct or cause to be constructed, the following public infrastructure improvements if required: improvements and widening to Tollgate Road, including installation of a traffic signal (collectively, the “Developer Infrastructure Improvements”). From the Net Revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds contingent upon approval of Township– the Developer for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the Developer Infrastructure Improvements (the “Costs”) that are not reimbursed from any other source up to a maximum reimbursement from all sources of \$2,500,000 to the Developer. Prior to constructing any Developer Infrastructure Improvements, the Developer shall submit an engineer’s cost estimate setting forth the Costs of each Developer

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Infrastructure Improvement for which a reimbursement will be sought to the JEDD Board and the Board of Trustees of Township for approval of reimbursement from JEDD funds or TIF funds in accordance with reimbursement agreements with those entities and this Agreement. The Developer hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) and it shall not be entitled to interest upon those sums. Notwithstanding the foregoing, if the County, the Township and/or any other governmental entity requires the Developer to construct additional “public infrastructure improvements” as defined in R.C. Section 5709.40(A)(8) in connection with the Project not included in (1) – (4) above, which benefit at least in part other properties or the public in general, or if the anticipated Costs of the Developer Infrastructure Improvements exceeds the engineer’s cost estimates that were submitted and approved as set forth below by a material amount as reasonably determined by the Developer, the parties hereto agree to negotiate in good faith for the reimbursement of such additional Costs.

The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site shall be deposited into the Etna/Scannell TIF Account No. 1 (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund No. __ created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Infrastructure Improvements until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) such amounts shall first be used to reimburse the Township for any necessary attorney fees and costs in excess of \$10,000 incurred by the Township, associated with necessary agreements relating to the JED District (but not the costs incurred in forming or defending the existence of the JEDD or any 629 Grant), including but not limited expenses associated with the negotiations and creation of the TIF Resolution, this Agreement, and the NCA contemplated by this Agreement, the sums remaining (the “Net BIA Deposit”), shall be used for the reimbursement to the Developer for Costs each year by the JEDD Board and shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80%

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of the amount deposited into the TIF Account until the Developer is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account applicable to Developer's Development only at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

Except as provided in Section 2.E of this Agreement with respect to the Developer Infrastructure Improvements, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD 7 Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD 7 Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. Additionally, the JEDD 7 Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

3. Township Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek

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additional payments from the County, the City or the Developer in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD 7 Contract; provided, however, this section shall not prohibit the Developer from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. The Developer agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD 7 Contract.

D. At the election of the Township, the Developer agrees to cooperate with a qualified “developer” (as that term is used in R.C. Section 349.01, the “Statutory Developer”) in connection with the filing by that the Statutory Developer of a petition (the “Petition”) pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter “NCA”) inclusive of the Project Site. The Developer or the Developer’s designee shall review and approve the Petition prior to filing, which approval shall not be unreasonably withheld. The Developer agrees to grant the Statutory Developer such interests in the Project Site as may be necessary to enable the Statutory Developer to form the NCA. The Developer and Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a “Community Development Charge”) pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than 30 days

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thereafter by means of delivery to the notice address provided in Section 6(I) of this Agreement or such other address as the Township may provide from time to time.

4. Cooperation by Property Owner

The Developer agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD 7 Contract, including the imposition of the JEDD income tax. The Developer agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax, , any required community development charges, and to prohibit lessees and assignees from challenging the validity of the JEDD 7 Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies

The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet this requirement shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD 7 Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and the Developer, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements

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against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

D. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

E. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid. However, if the TIF Resolution, or the JEDD 7 Contract or the CRA Agreement fail to come into full force and effect on or before September 1, 2021, then this Agreement shall be null and void, and no party shall have any obligation hereunder.

F. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

G. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

H. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

Attachment: JEDD VII DCA (JEDD VII Agreement)

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If to the Township, to:

President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:

John Albers, Esq.
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

And

Kip Wahlers
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to the Developer, to:

Drew Strobel
Counsel
Scannell Properties #463, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

Attachment: JEDD VII DCA (JEDD VII Agreement)

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

John B. Albers, Counsel for Township

CITY OF REYNOLDSBURG, OHIO

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

Attachment: JEDD VII DCA (JEDD VII Agreement)

SCANNELL PROPERTIES #463, LLC

By:_____

Print Name:_____

Title:_____

Attachment: JEDD VII DCA (JEDD VII Agreement)

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD VII DCA (JEDD VII Agreement)

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Scannell Properties #463, LLC, an Indiana limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT A
TO DEVELOPMENT AND COMPENSATION AGREEMENT

Copy of CRA Agreement

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT B

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of JEDD 7 Contract

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT C
TO DEVELOPMENT AND COMPENSATION AGREEMENT
Form of TIF Resolution
(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **March 8, 2021**

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

RE: **Transfer Tomato Festival Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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The 2020 Tomato Festival received donations in the amount of \$3750 that were deposited into the General Fund. Those funds need to be transferred into the 2021 Community Events budget.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT

WHEREAS, the City of Reynoldsburg received financial donations in 2020 for the Tomato Festival; and

WHEREAS, those funds were received from MI Homes (\$1,000), Squire Patton Boggs: Friend of the Festival (\$250), and CT Consultants for Thursday entertainment (\$2,500); and

WHEREAS, those 2020 funds need to be transferred into the 2021 Events budget.

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

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

Section 1. That an amount of \$3,750.00 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5215	Recreational Supplies	\$1,250.00
110.344.5339	Miscellaneous Contract Services	\$2,500.00

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

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

DATE: **March 8, 2021**

TO: **Public Service and Transportation Committee**

RE: **OPWC Grant Agreement for East Main Street Phase 2**

Approval:

Completed Joe Begeny	Pending Chris Shook	Pending Stephen Cicak
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This Ordinance authorizes the Mayor to sign the attached agreement with the OPWC for the purpose of facilitating the East Main Street Roadway Improvement project for Phase 2 incorporating resurfacing of roadway, curbs, sidewalks, storm sewer lines, and sidewalk beautification for the areas between Jackson Street to Waggoner/Graham Road.

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT
GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION
FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS**

WHEREAS, on July 27, 2020, this Council passed Resolution No. 2020-03 authorizing the Mayor to seek financial assistance from the Ohio Public Works Commission State Capital Improvement Program (OPWC) to fund capital infrastructure improvements to East Main Street; and

WHEREAS, this Council is in the process of authorizing the Mayor to enter into a contract with EMH&T for survey, design engineering, and bid services for roadway improvements to East Main Street Phase 2, and appropriating \$339,795.00 for such engineering services; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the location of the infrastructure improvements will be East Main Street beginning at the intersection of Jackson Street to the intersection of Waggoner/Graham Roads; and

WHEREAS, the total estimate project cost is Two Million Nine Hundred Four Thousand Five Hundred Seventy Nine Dollars (\$2,904,579.00); and

WHEREAS, OPWC has approved the City's application for grant funding for East Main Street Roadway Improvements and has agreed to provide seventy-five percent (75%) of the total Project cost, not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999.00) for the purpose of financing and reimbursing costs associated with the Project; and

WHEREAS, of the funds to be provided by OPWC, One Million Four Hundred Ninety Seven Thousand Dollars (\$1,497,999.00) are provided as a grant and Five Hundred Two Thousand Dollars (\$502,000.00) are provided as a loan at zero percent (0%) interest to be paid over twenty-three (23) years; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO;

SECTION 1: The City accepts the OPWC award for the East Main Street Roadway Improvements Phase 2 in the form of a grant/loan not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999.00).

SECTION 2. That, in accepting this award, the City also accepts the loan as set forth in the OPWC Agreement and Promissory Note.

SECTION 3. That funds, when received, be appropriated to account # 410.000.0170.5659 Miscellaneous Infrastructure.

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

SECTION 4. That the Mayor and City Auditor are hereby authorized to enter into an agreement with the Ohio Pubic Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

SECTION 5: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: March 8, 2021****TO: Public Service and Transportation Committee****RE: Request to Pursue Engineering Services for East Main Street Phase 2**

Approval:

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

EMH&T will provide survey, engineering design and assistance with bidding for the East Main Street (Jackson Street to Waggoner/Graham Road) Phase II improvements. The proposed improvements include replacing the existing 1930's era storm sewer, new curb and sidewalks, resurfacing of roadway, as well as the addition of unified streetscape entrancement's (new street lights, benches, street trees, tree wells, etc.).

EMH&T's proposal for these services is \$339,795.00 (total appropriation) to be unappropriated from the City's Capital Improvement Project (CIP) fund (410.000.0182.5659)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE SURVEY, DESIGN ENGINEERING, AND BID SERVICES FOR IMPROVEMENTS TO EAST MAIN STREET (Jackson Street to Waggoner/Graham Roads) AND APPROPRIATING FUNDS THEREFORE

WHEREAS, with the upcoming ODOT project to mill and pave East Main Street, the City of Reynoldsburg wants to complete other necessary infrastructure and City beautification projects along East Main Street as Phase 1 and Phase 2; and

WHEREAS, Phase 1 improvements will be completed in 2021 and are ready to proceed; and

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

WHEREAS, this Ordinance will direct EMH&T to complete the design engineering, surveys, and bid services for this project projected to begin in 2022 using a recently awarded Ohio Public Works Commission grant; and

WHEREAS, the proposed improvements include the replacement of storm sewer lines, curbs, sidewalks, roadway resurfacing and the addition of a unified streetscape.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T in the amount of \$339,795.00 for survey, design engineering, and bid services for Phase 2 East Main Street improvement project from Jackson Street to Waggoner/Graham Roads.

SECTION 2. That \$339,795.00 be unappropriated from CIP Fund (410) and appropriated to 410.000.0182.5659 - East Main Street Improvements.

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



Engineers, Surveyors, Planners, Scientists

February 2, 2021

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

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

Dear Mr. Dorman,

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

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

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

SCOPE OF SERVICES

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

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

2. Project Management

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

3. Geotechnical (GCI, Inc.)

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

4. Roadway Plans and Specifications

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

be prepared.

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

for the City to send to the Ohio EPA.

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

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

SCHEDULE

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

FEE

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

EMH&T SERVICES FEE SUMMARY

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

February 2, 2021

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

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

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

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Enclosures

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

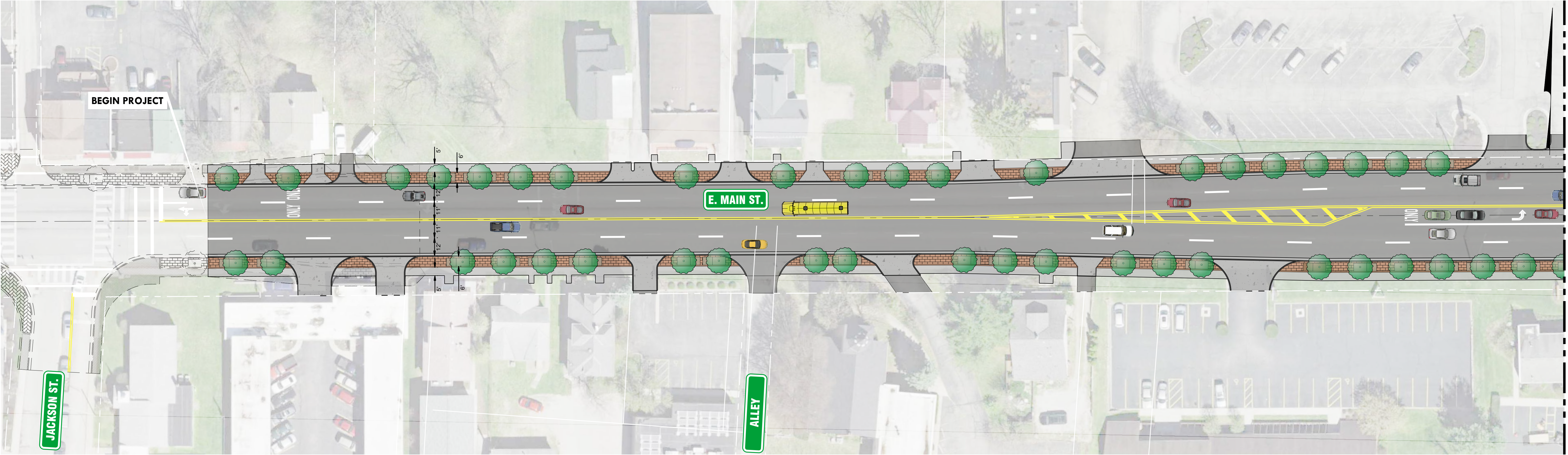
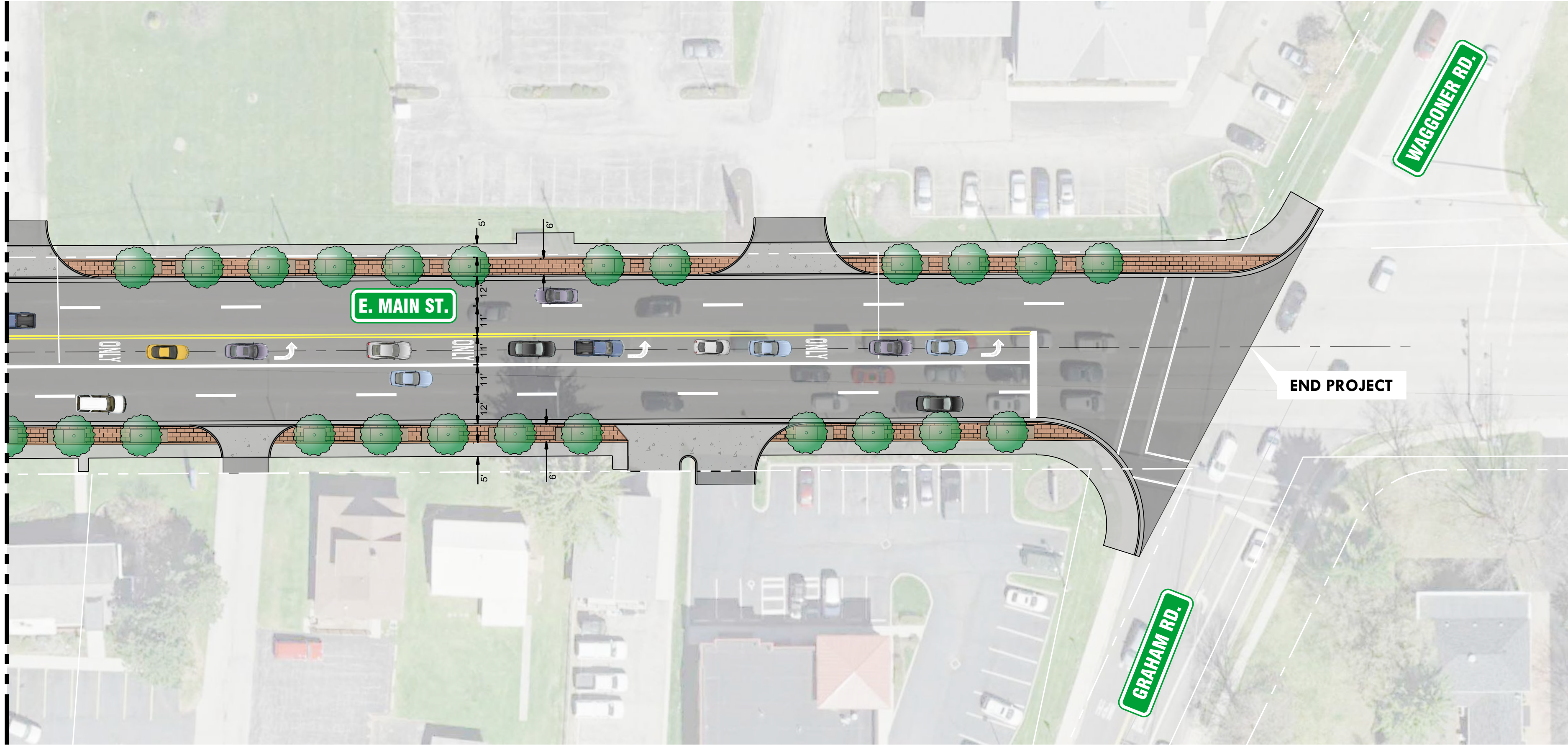
Authorized Signature

Print Name/Date

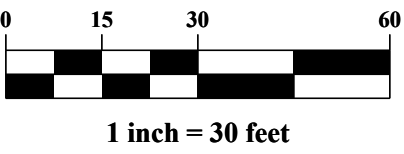
Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

I:\2020\0050\Drawings\Streets\East Main Street Phase 2\20200632 Exhibit Overall.dwg - rashead 7/13/2020 9:37 AM Last Printed By: rashead --- (No Xrefs)

MATCH LINE STATION SEE THIS SHEET



GRAPHIC SCALE



REVISIONS		
MARK	DATE	DESCRIPTION

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

Reynoldsburg
OHIO • 1839

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

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

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

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

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

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

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

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

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

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

ADDITIONAL BID 1

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

Professional Engineer's Signature

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

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

DATE: **March 8, 2021**

TO: **Public Service and Transportation Committee**

RE: **Request to Engage EMH&T to Conduct CCTV Data Collection and Analysis**

Approval:

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

EMH&T will conduct CCTV data collection and analysis, including manhole inspections, related to the City's 2021 Sanitary Sewer Maintenance and Repair program. This work will be performed within an area bound by the City's western corporation boundary to the west, Rosehill Road to the east, Timbermill Way/Connell Court to the north and Rosedale Avenue to the south.

Sanitary sewer manhole inspections will be performed as part of this program, which falls under the City's obligations to meet the Ohio Environmental Protection Agencies (OEPA) Directors Findings and Orders.

EMH&T's proposal for these services is \$144,398.00. These funds were appropriated 720.736.5365 (Utility Line Repair Maintenance) as part of the City's 2021 water department budget.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH EMH&T TO CONDUCT CLOSED-CIRCUIT TELEVISION (CCTV) DATA
COLLECTION AND ANALYSIS FOR THE CITY'S 2021 SANITARY SEWER
MAINTENANCE AND REPAIR PROGRAM**

WHEREAS, the City annually contracts the inspection and repair of portions of the sanitary

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

sewer lines; and

WHEREAS, EMH&T will conduct closed-circuit television (CCTV) data collection and analysis, including manhole inspections, as part of the 2021 Sanitary Sewer Maintenance and Repair program; and

WHEREAS, the work will be include the area bounded by the western City corporation boundary, Rosehill Road to the east, Timbermill Way/Connell Court to the north and Rosedale Avenue to the south.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T in the amount of \$144,398.00 management of the sanitary sewer line CCTV, review of the CCTV videos and manhole inspections.

SECTION 2. That \$144,398.00 is available from account 720.736.5365 (Utility Line Repair Maintenance) to fund this project, which was approved in the 2021 Budget

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



February 3, 2021

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

**Subject: 2021 Sanitary Sewer CCTV Investigation and Analysis
 Proposal for Engineering Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for the 2021 Sanitary Sewer CCTV Investigation and Analysis project. This project will assist the City in meeting its obligations under the Ohio EPA Directors Findings and Orders to clean and inspect the City's sewer system annually. This scope of work includes closed circuit televising (CCTV) of the collection system in the Rosehill neighborhood (8-15" diameter) that runs mostly in rear yard easements. Please refer to Figure 1 for a schematic of the proposed study area. The project will include the CCTV inspection and evaluation in accordance with Pipeline Assessment Certification Program (PACP) standards and a summary memo with recommendations for rehabilitation of the sewers where warranted.



Figure 1: Study Area (Red Dashed Sewers)

SCOPE OF SERVICES

EMH&T will provide CCTV data collection and data analysis for the above referenced improvements to include the following tasks:

CCTV Inspection: CCTV inspection will be conducted in accordance with PACP standards. The information recorded in the CCTV inspections will be provided to Reynoldsburg on one flash drive along with one hard copy of the PACP format reporting with itemization of the observed defects. The pricing below is based on the following assumptions:

1. Manholes are assumed accessible to cleaning and inspection equipment. City crews will be available to provide access to manholes as needed.
2. Does not include bypass pumping. We understand the CCTV inspection may have to be completed during off peak hours.
3. Manhole lids assumed not to be welded shut and no restrictions to man-entry.
4. MACP inspection of manholes is not included. CCTV operator will pan around the interior of each manhole during the inspection.
5. Debris to be disposed of at wastewater treatment facility. No contingency for hazardous waste.
6. It is unlikely that maintenance of traffic will be required because these sewers are located in a residential area. However, if the need for maintenance of traffic arises, we will request assistance from the City's Street Department.
7. Two copies of CCTV logs and DVD's will be provided to the City upon conclusion of the project.
8. We have included hourly rate for cleaning/root removal as a project contingency.

CCTV Review and Analysis: The CCTV and PACP information will be reviewed and recommendations for improvement will be made where necessary. Recommendations for emergency repairs will be made upon discovery on a case-by-case basis via email. Recommendations for routine repairs will be made at the conclusion of the project in the format of a memo with exhibits depicting the recommended improvements. The pricing below is based on the following assumptions.

1. Review CCTV for approximately 23,500 linear feet of sanitary sewer.
2. Establish rehabilitation and replacement recommendations to correct the significant or critical defects, summarized in a memo with exhibits.
3. Develop cost estimates for the improvements recommended in the memo. Cost estimates will not include the cost of emergency repairs recommended during the course of the project.
4. Update the City's Sanitary Sewer Capital Improvement Plan exhibit and cost summary tables to incorporate new findings and recommendations.
5. Two hard copies of memo, exhibits, and cost estimates will be delivered to the City along with electronic (pdf) files on a disk.

CCTV / GIS Update (Additional/If Authorized Task): In addition to the base services outlined above, the City requested a scope and fee to place links to historical CCTV data on the City's web-GIS. Since 2004, the City of Reynoldsburg has televised hundreds of thousands of feet of sanitary sewer in the City. Currently, this data is stored on EMH&T's network as well as on various VHS tapes, CDs, and flash drives. This task would give City personnel access to this data through the GIS by establishing a video link that will appear when a user clicks on a sewer segment that has been televised in the past. The following scope of services will be completed if authorized by the City:

1. Compile all of the previous CCTV data that is in EMH&T's possession (2004-2020) and convert it from existing file formats to MP4 format, which is more compatible with modern browsers and devices.
2. EMH&T will create work orders for each inspection activity, which are feature-linked to the sewer segment in which the CCTV was performed.
3. Any sewer segments that currently have unknown diameters or pipe material types in the GIS will be updated based on CCTV observations on diameter and material.

4. We will configure additional cloud resources on the existing Amazon Web Services account survey that is currently used to host the City's Web GIs. The data is expected to be approximately 500 GB in size and will increase by approximately 50 GB for each additional year of CCTV that is added to the cloud.
5. EMH&T will provide hosting and support for this application of the GIS through the remainder of 2021. In future years, the City's annual GIS hosting and support fee will increase (approx. \$2,000/yr) to include hosting, cloud storage fees, and support of the CCTV application within the GIS.

EXCLUSIONS:

This project scope does not include:

1. Detailed construction plans for repairs
2. MACP manhole inspections

SCHEDULE

We will coordinate a start date and schedule upon receipt of Authorization to Proceed from the City of Reynoldsburg. We will coordinate with the City of the start of this project.

FEE

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

EMH&T SERVICES FEE SUMMARY

Base Services	Fee
1. System Characterization and Management	\$5,390.00
2. CCTV Field Investigations	\$73,998.00
a. CCTV and Regular Cleaning for 8-in to 15" Sewer (23,499 @ \$2.00/LF)	(\$46,998.00)
b. Cleaning and Root Cutting (Contingency Item, 120 Hours @ \$225.00/Hr)	(\$27,000.00)
Data Analysis and Reporting	\$15,600.00
Base Services Fee	\$94,998.00
 Additional / If Authorized Services	 Fee
A1. Historical CCTV GIS Update	\$49,400.00
Base Plus Additional/If Authorized Services Fee	\$144,398.00

If this description and estimated fee meet with your approval, please authorize with your signature below. In your response / authorization, please indicate whether you intend to include the additional GIS services. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,
EMH&T, INC.



Ryan M. Andrews, PE

Copy: Mr. Paul Hellman, Water/Wastewater Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: **March 8, 2021**

TO: **Public Safety, Law and Courts Committee**

RE: **Source of Income Regarding Fair Housing**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This legislation has been prepared and submitted at the request of Councilmember Strickland to prohibit housing discrimination against individuals and families based on source of income.

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

WHEREAS, the Council of the City of Reynoldsburg seeks to provide appropriate protection for all citizens and their right to equal housing opportunities; and

WHEREAS, any person, persons, or family who receives financial assistance for the payment of rent should have fair access to rental housing in the City of Reynoldsburg; and

WHEREAS, such individuals may include veterans, recipients of disability payments, households with rental assistance vouchers and anyone with other governmental or private sources of payment should be protected from discrimination when seeking rental housing solely on the basis of of source of payment; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, landlords who own rental property in the City of Reynoldsburg will retain the right to apply appropriate screening criteria regarding tenant history, credit scores, and can charge security deposits as financial protection; and

WHEREAS, the City of Reynoldsburg reaffirms its commitment to being a welcoming community for all, and will continue to explore and enact policy reforms and programs in order to expand the quality and availability of affordable housing to families in the City.

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

Section 1. Chapter 503 of the Codified Ordinances of the City of Reynoldsburg shall be amended to include "source of income" as a protected status under the Section on Unlawful Discriminatory Housing Practices.

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

CHAPTER 503

UNLAWFUL DISCRIMINATORY PRACTICES

503.01 Purpose

It is the intent of the Reynoldsburg City Council to create safeguards and protections against discrimination and intimidation based on race, religion, ethnicity, national origin, sex, disability, military status, family or marital status, sexual orientation, gender identity or expression, and natural hairstyle and/or texture.

503.03 Definitions

As used in this Chapter:

- A. "Age" means at least forty (40) years old.
- B. "Aggrieved individual" means an individual who claims to have been injured by an unlawful discrimination act or practice described in this Chapter.
- C. "City Attorney" means the individual duly elected pursuant to Section 6.01 of the Charter of the City of Reynoldsburg.
- D. "Complainant" means an aggrieved individual who, pursuant to the provisions of this Chapter, files with the Clerk of Council a written complaint alleging an unlawful discriminatory act or practice.
- E. "Disability" means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
 - 1. "Physical or mental impairment" includes any of the following:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;
 - b. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, and emotional illness.

2. "Physical or mental impairment" does not include any of the following:
 - a. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
 - b. Compulsive gambling, kleptomania, or pyromania;
 - c. Mental or psychological disorder, or disease or condition, caused by an illegal use of any controlled substance by an employee, applicant, or another individual, if an employer, employment agency, personnel placement service, labor organization, or joint labor management committee acts on the basis of that illegal use.
- F. "Discriminate", "Discrimination", or "Discriminatory" means to differentiate and treat differently including to segregate or separate.
- G. "Employee" means an individual employed by an employer but does not include any individual employed in the domestic service of any person.
- H. "Employer" means any person who regularly employs for compensation four (4) or more individuals, excluding the employer's parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, provided "employer" does not include a public school system, or an agency of government other than the City.
- I. "Employment agency" means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- J. "Familial status" means either of the following:
 1. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian; or
 2. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age.
- K. "Gender Expression or Identity" means actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.
- L. "Hearing Officer" means a neutral independent contractor, hired by the City, who conducts an administrative hearing based on a complaint filed pursuant to the provisions of this Chapter.

- M. "Housing accommodations" including any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence or sleeping place of one (1) or more individuals, groups or families, whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to the authorization of the owner, by the owner, or by such person's legal representative.
- N. "Labor organization" includes any organization that exists, in whole or in part, for the purpose of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in relation to employment.
- O. "Military status" means a person's status in "Service in the uniformed services" as defined in Section 5923.05 of the Ohio Revised Code.
- P. "Natural hair types and natural styles commonly associated with race" means hairstyle, type, and texture, treated and untreated, as well as protective hairstyles such as natural hair, afros, braids, twists, cornrows, and locks, which hair types and hairstyles are commonly associated with African-Americans and their racial ethnic, and cultural identities.
- Q. "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution; and the City of Reynoldsburg and all political subdivisions, authorities, agencies, boards, and commissions thereof.
- R. "Place of public accommodation" means any inn, restaurant, eating house, barbershop, hotel, motel, bank or other financial services institution, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- S. "Protected Class" means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity or expression, or natural hair types and natural styles commonly associated with race.
- T. "Public use areas" means interior or exterior rooms or spaces of a privately owned building that are made available to the general public.

- U. “Restrictive covenant” means any specification in a deed, land contract or lease limiting the use of any housing because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status as a condition of affiliation or approval.
- V. “Service in the uniformed services” means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. “Service in the uniformed services” includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.
- W. “Sex” means male, female, neither, or both, and includes pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.
- X. “Sexual orientation” means a person’s actual or perceived homosexuality, bisexuality; or heterosexuality.
- X.Y. “Source of Income” means lawful income, including but not limited to, income derived from wages, social security, supplemental security income, any form of federal, state or local assistance payments or subsidies, including rent vouchers, child support, spousal support, and public and private assistance which can be verified and substantiated.
- Y.Z. “Uniformed services” means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.
- Z.AA. “Unlawful discriminatory practice” means any act prohibited by Chapter 503 of the Reynoldsburg Code of Ordinances.

503.05 Unlawful discriminatory employment practices.

- A. It shall be an unlawful discriminatory employment practice, except where based upon applicable national security regulations established by the United States:

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1. For any employer, because of a person being in a Protected Class, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hiring, compensation, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
2. For an employment agency or personnel placement service, because of a person being in a Protected Class, to do any of the following:
 - a. Refuse or fail to accept, register, classify properly, or refer for employment, or otherwise discriminate against any person;
 - b. Comply with a request from an employer for referral of applicants for employment, if the request directly or indirectly indicates that the employer fails to comply with the provisions of this chapter.
3. For any labor organization to do any of the following:
 - a. Limit or restrict its membership on the basis of a person being in a Protected Class;
 - b. Discriminate against, limit the employment opportunities of, or otherwise adversely affect the employment status, wages, hours, or employment conditions of any person as an employee because of a person being in a Protected Class.
4. For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of that person being in a Protected Class, in admission to, or employment in, any program established to provide apprentice training.
5. Except where based on a bona fide occupational qualification certified in advance by an agency of the state or federal government or a political subdivision, for any employer, employment agency, personnel placement service, or labor organization, prior to employment or admission to membership, to do any of the following:
 - a. Elicit or attempt to elicit any information concerning the Protected Class status of an applicant for employment or membership;
 - b. Use any form of application for employment, or personnel or membership blank, seeking to elicit information regarding a person's Protected Class status; provided an employer holding a contract containing a nondiscrimination clause with the government of the United States, or any department or agency of that government, may require an employee applicant for employment to furnish documentary proof of United States

- citizenship and may retain that proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;
- c. Utilize in the recruitment or hiring of persons any employment agency, personnel placement service, training school or center, labor organization, or any other employee-referring source known to discriminate against persons because of their being in a Protected Class.
6. For any employer to discriminate against an individual with a disability in any of the following ways:
 - a. By limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee.
 - b. By failing to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, unless the employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer.
 - c. By denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, on the basis of such disabled individual's use of a service animal, provided nothing in this chapter shall be construed to require any employer, as a reasonable accommodation, to provide a service animal to a disabled person.
 7. For any employer to discriminate against a woman affected by pregnancy, childbirth, or related medical conditions for any employment-related purposes, including receipt of benefits under fringe benefit programs, or to fail to treat a woman so affected the same as other persons not so affected but similar in their ability or inability to work.
 8. For any employer to discriminate against an employee or potential employee on the basis of age in offering any job opening or in the discharge of an employee without just cause who is physically able to perform the duties and otherwise meets the established requirements of the job and laws pertaining to the relationship between employer and employee.
 9. For any employer, employment agency, or labor organization to discriminate against any person because that person has opposed any practice forbidden by this Chapter, or because that person has made a complaint or assisted in any manner in any investigation or proceeding under this Chapter.
 10. For any person, whether or not an employer, employment agency, or labor organization, to aid, incite, compel, coerce, or participate in the doing of any act

declared to be an unlawful discriminatory practice by this Chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this Chapter, or to attempt directly or indirectly to commit any act declared by this Chapter to be an unlawful discriminatory practice by this Chapter.

B. With regard to age, it shall not be an unlawful discriminatory practice and it shall not constitute a violation of this chapter for any employer, employment agency, joint labor-management committee controlling apprenticeship training programs, or labor organization to do any of the following:

1. Establish bona fide employment qualifications reasonably related to the particular business or occupation that may include standards for skill, aptitude, physical capability, intelligence, education, maturation, and experience;
2. Observe the terms of a bona fide seniority system or any bona fide employee benefit plan, including, but not limited to, a retirement, pension, or insurance plan, that is not a subterfuge to evade the purposes of this section. However, no such employee benefit plan shall excuse the failure to hire any individual, and no such seniority system or employee benefit plan shall require or permit the involuntary retirement of any individual, because of the individual's age except as provided for in the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 623, as amended by the "Age Discrimination in Employment Act Amendments of 1986," 29 U.S.C.A. 623, as amended, or as later amended.
3. Retire an employee who has attained sixty-five years of age who, for the two-year period immediately before retirement, was employed in a bona fide executive or a high policymaking position, if the employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit-sharing, savings, or deferred compensation plan, or any combination of those plans of the employer of the employee, which equals, in the aggregate, at least forty-four thousand dollars, in accordance with the conditions of the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 631, as amended by the "Age Discrimination in Employment Act Amendments of 1986", 29 U.S.C.A. 631, as amended, or as later amended;
4. Observe the terms of any bona fide apprenticeship program if the program is registered with the Ohio Apprenticeship Council pursuant to sections 4139.01 to 4139.06 of the Ohio Revised Code and is approved by the federal committee on apprenticeship of the United States Department of Labor.

C. Nothing in this chapter shall be construed to prohibit any of the following:

1. The designation of uniform age the attainment of which is necessary for public employees to receive pension or other retirement benefits pursuant to Chapter 145., 742., 3307., 3309., or 5505. of the Ohio Revised Code;
 2. The establishment of maximum age requirements for original appointment to a police department or fire department pursuant to sections 124.41 and 124.42 of the Ohio Revised Code;
 3. Any establishment of a maximum age not in conflict with federal law that may be established by a municipal charter, municipal ordinance, or resolution of a board of township trustees for original appointment as a police officer or firefighter;
 4. Any establishment of a mandatory retirement provision not in conflict with federal law, a municipal charter, municipal ordinance, or resolution of a board of township trustees pertaining to police officers and firefighters.
- D. Nothing in this section shall be construed to require a person with a disability to be employed or trained under circumstances that would significantly increase the occupational hazards affecting either the person with a disability, other employees, the general public, or the facilities in which the work is to be performed, or to require the employment or training of a person with a disability in a job that requires the person with a disability routinely to undertake any task, the performance of which is substantially and inherently impaired by the person's disability.
- E. Nothing in this chapter shall prohibit an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee from doing any of the following:
1. Adopting or administering reasonable policies or procedures, including, but not limited to, testing for the illegal use of any controlled substance, that are designed to ensure that an individual no longer is engaging in the illegal use of any controlled substance. For purposes of this chapter, a test to determine the illegal use of any controlled substance does not include a medical examination;
 2. Prohibiting the illegal use of controlled substances and the use of alcohol at the workplace by employees;
 3. Requiring that employees not be under the influence of alcohol or not be engaged in the illegal use of any controlled substance at the workplace;
 4. Requiring that employees behave in conformance with the requirements established under "The Drug-Free Workplace Act of 1988", 41 U.S.C.A. 701, as amended;

5. Holding an employee who engages in the illegal use of any controlled substance or who is an alcoholic to the same qualification standards for employment or job performance, and the same behavior, to which the employer, employment agency, personnel placement service, labor organization, or joint labor-management committee holds other employees, even if any unsatisfactory performance or behavior is related to an employee's illegal use of a controlled substance or alcoholism;
 6. Exercising other authority recognized in the "Americans with Disabilities Act of 1990", 42 U.S.C.A. 12101, as amended, including, but not limited to, requiring employees to comply with any applicable federal standards.
- F. This Section does not apply to any religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of its activities.
- G. Whoever violates this section is guilty of an unlawful discriminatory employment practice.

503.07 Unlawful discriminatory housing practices.

- A. Subject to the limitations, exceptions, and qualifications provided in Section 4112.024 of the Ohio Revised Code, it shall be an unlawful discriminatory housing practice for any person to do any of the following:
1. Refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of a person being in a Protected Class or a person's Source of Income;
 2. Represent to any person that housing accommodations are not available for inspection, sale, or rental, when in fact they are available, and the representation of unavailability is based on the person seeking such housing accommodations being in a Protected Class or a person's Source of Income;
 3. Discriminate against any person in the making or purchasing of loans or the provision of other financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations, or any person in the making or purchasing of loans or the provision of other financial assistance that is secured by residential real estate, because of that person being in a Protected Class, or because the neighborhood in which the housing accommodations are located is composed of one or more Protected Classes, provided that the person,

whether an individual, corporation, or association of any type, lends money as one of the principal aspects or incident to the person's principal business and not only as a part of the purchase price of an owner-occupied residence the person is selling nor merely casually or occasionally to a relative or friend;

4. Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because the person's Source of Income or because the person is in a Protected Class, or because of the composition, in terms of Protected Class, of the neighborhood in which the housing accommodations are located;
5. Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations because of a person being in a Protected Class, or because of the composition, in terms of Protected Class, of the neighborhood in which the housing accommodations are located;
6. Refuse to consider without prejudice the combined income of both lawfully married spouses for the purpose of extending mortgage credit to a married couple or either member of a married couple;
7. Except as otherwise provided in this section, make any inquiry, elicit any information, or use any form of application containing questions or entries concerning a person's Protected Class status in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations.
8. Include in any deed, land contract, transfer, rental, or lease of housing accommodations any discriminatory restrictive covenant, or honor or exercise, or attempt to honor or exercise, any discriminatory restrictive covenant;
9. Induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that a change has occurred or may occur with respect to the Protected Class composition of the block, neighborhood, or other area in which the housing accommodations are located, or induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that the presence or anticipated presence of persons of any

Protected Class in the block, neighborhood, or other area will or may have results including, but not limited to, the following:

- a. The lowering of property values;
 - b. A change in the composition, in terms of a Protected Class, of the block, neighborhood, or other area;
 - c. An increase in criminal or antisocial behavior in the block, neighborhood, or other area;
 - d. A decline in the quality of the schools serving the block, neighborhood, or other area.
10. Discourage or attempt to discourage the purchase by a prospective purchaser of housing accommodations, by representing that any block, neighborhood, or other area has undergone or might undergo a change in composition with respect to a Protected Class;
11. Deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or discriminate against any person in the terms or conditions of that access, membership, or participation, because of a person being in a Protected Class;
12. For any person to discriminate in any manner against any other person because that person has opposed any unlawful practice defined in this chapter, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this chapter;
13. Refuse to sell, transfer, assign, rent, lease, sublease, or finance, or otherwise deny or withhold, a burial lot from any person because of a person being in a Protected Class, or because of any prospective owner or user of the lot being in a Protected Class;
14. Discriminate in the sale or rental of, or otherwise make unavailable or deny, housing accommodations to any buyer or renter because of the person's source of income or the Protected Class status of the buyer or renter, or any person residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;
15. Discriminate in the terms, conditions, or privileges of the sale or rental of housing accommodations to any person or in the provision of services or facilities to any person in connection with the housing accommodations because of the person's source of income or the Protected Class status of that person or any person residing

in or intending to reside in the housing accommodations after they are sold, rented, or made available;

16. Except as otherwise provided in this section, make an inquiry of an applicant to determine the Protected Class status of the applicant for the sale or rental of housing accommodations, or any person residing in or intending to reside in the housing accommodations after they are sold, rented, or made available. The following inquiries may be made of all applicants for the sale or rental of housing accommodations, regardless of the applicant's Protected Class:
 - a. An inquiry into an applicant's ability to meet the requirements of ownership or tenancy;
 - b. An inquiry to determine whether an applicant is qualified for housing accommodations available only to persons with disabilities or persons with a particular type of disability;
 - c. An inquiry to determine whether an applicant is qualified for a priority available to persons with disabilities or persons with a particular type of disability;
 - d. An inquiry to determine whether an applicant currently uses a controlled substance in violation of section 2925.11 of the Ohio Revised Code or a substantively comparable municipal ordinance;
 - e. An inquiry to determine whether an applicant at any time has been convicted of or pleaded guilty to any offense, an element of which is the illegal sale, offer to sell, cultivation, manufacture, other production, shipment, transportation, delivery, or other distribution of a controlled substance.
17. Refuse to permit, at the expense of a person with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the person with a disability, if the modifications may be necessary to afford the person with a disability full enjoyment of the housing accommodations. This division does not preclude a landlord of housing accommodations that are rented or to be rented to a disabled tenant from conditioning permission for a proposed modification upon the disabled tenant's doing one or more of the following:
 - a. Providing a reasonable description of the proposed modification and reasonable assurances that the proposed modification will be made in a work-like manner and that any required building permits will be obtained prior to the commencement of the proposed modification;
 - b. Agreeing to restore at the end of the tenancy the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of

- occupancy, if it is reasonable for the landlord to condition permission for the proposed modification upon the agreement;
- c. Paying into an interest-bearing escrow account that is in the landlord's name, over a reasonable period of time, a reasonable amount of money not to exceed the projected costs at the end of the tenancy of the restoration of the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if the landlord finds the account reasonably necessary to ensure the availability of funds for the restoration work. The interest earned in connection with an escrow account described in this division shall accrue to the benefit of the disabled tenant who makes payments into the account.
18. Condition permission for a proposed modification of a dwelling unit upon a disabled tenant's payment of a security deposit that exceeds the customarily required security deposit of all tenants of the particular housing accommodations.
 19. Refuse to make reasonable accommodations in rules, policies, practices, or services when necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit, including associated public and common use areas;
 20. Fail to comply with the standards and rules adopted under division (A) of section 3781.111 of the Ohio Revised Code;
 21. Discriminate against any person in the selling, brokering, or appraising of real property because of the person being in a Protected Class;
 22. For any person to discriminate in any manner against any other person because that person has opposed any unlawful discriminatory practice defined in this section or because that person has made a charge, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under this chapter or sections 4112.01 to 4112.07 of the Ohio Revised Code.
 23. For any person to knowingly aid or abet the doing of any act declared by this section to be an unlawful discriminatory practice, to knowingly obstruct or prevent any person from complying with this chapter or any order issued under it, or to knowingly attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice.
- B. Nothing in this chapter shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

- C. Nothing in this chapter limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- D. Nothing in this chapter prohibits the owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this chapter and are formulated, implemented, and interpreted in a manner consistent with this chapter and any applicable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- E. Nothing in this chapter requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- F. Nothing in this chapter pertaining to unlawful discriminatory housing practice shall be construed to apply to "housing for older persons" as defined and provided in section 42 U.S.C. 3607 (b)(2), as amended.
- G. Nothing in this section shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for a person with a disability, to relieve any person with a disability of any obligation generally imposed on all persons regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.
- G.H. If a residential landlord requires that a prospective tenant or current tenant have a certain threshold level of income, any source of income in the form of a rent voucher or subsidy must be subtracted from the total of the monthly rent prior to calculating if the income criteria have been met.

H.I. Whoever violates this section is guilty of unlawful discrimination in housing accommodations.

503.09 Unlawful discriminatory practices in public accommodations.

It shall be an unlawful discriminatory practice:

- A. For any owner, operator, or manager of a place of public accommodation to deny to any person or permit any employee to deny to any person, except for reasons applicable alike

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to all persons regardless of them being in a Protected Class, the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation; or

- B. For any owner, operator, or manager of a place of public accommodation to publish, circulate, issue, display, post or mail, either directly or indirectly, any printed or written communication, notice or advertisement to the effect that any of the accommodations, advantages, facilities, goods, products, services, and privileges of any such place shall be refused, withheld or denied to any person on account of that person being in a Protected Class, or that such person is unwelcome, objectionable, or not acceptable, desired or solicited; or
- C. For any owner, operator, or manager of a place of public accommodation to deny to any individual with a disability the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation on the basis of such individual's use of a service animal, provided:
 - 1. The disabled individual using the service animal may be prohibited from having the service animal present in the place of public accommodation if the animal is out of control, as provided by 28 CFR 35.136(d), and the animal's handler does not take effective action to control it.
 - 2. If it is not readily apparent what service a service animal provides, the owner, operator, manager, or an employee of a place of public accommodation may inquire whether the service animal is required because of the disabled person's disability, provided an inquiry may not be made as to disabled person's disability or the disabled person's medical condition or requirements.
 - 3. The owner, operator, manager, or employees of a place of public accommodation are not required to provide care or food for the service animal.
- D. No person shall aid, abet, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.
- E. Unless otherwise prohibited by law, nothing in this section shall be construed to prohibit any person from offering senior citizen price discounts or other privileges exclusively for the benefit of senior citizens.
- F. Nothing in this section shall be construed to require the modification of existing facilities or the construction of new or additional facilities.
- G. Nothing in this section shall prohibit a religious or denominational institution, organization, society or association or any nonprofit charitable or educational organization

that is operated, supervised or controlled by or in connection with a religious organization, from limiting its offerings of goods, services, facilities, and accommodations to a person of the same religion, or from giving preference to such persons, provided that such offerings mentioned are not offered for commercial purposes or supported by public funds.

- a. "Commercial purposes" shall be defined as "activities concerned with making money or profits, rather than, for example, providing a public service or other goods or services at cost."

H. Whoever violates this section is guilty of unlawful discrimination in public accommodations.

503.11 Complaint procedure.

A. Filing of the complaint.

1. An aggrieved person, complainant, may file with the Reynoldsburg Clerk of Council a written complaint sworn under oath which specifies the facts and circumstances, including the location, date(s), and time(s), of alleged unlawful discriminatory act(s) or practices that did or are occurring within the City limits and which identifies the person who committed or continues to commit the alleged unlawful discriminatory act(s) or practices.
2. If the charge of discrimination alleges a violation based on race, sex, ethnicity, national origin, religion, age, disability, military status, and/or any other class protected under state or federal law, then the Clerk of Council shall instruct the complainant to file a charge of discrimination with the Ohio Civil Rights Commission(OCRC)/Equal Employment Opportunity Commission (EEOC). The Clerk of Council shall provide the complainant with the information about this requirement and contact information for the OCRC/EEOC within ten (10) days from the date the charge was filed with the Clerk.
3. Concurrent with the filing of the complaint, the complainant shall provide to the Clerk of Council in writing the complainant's mailing address, telephone number, if any, and email address, if any.
4. The complaint shall not be accepted by the Clerk of Council if any of the following apply:

- a. The complaint is presented to the Clerk of Council more than 180 days following the most recent unlawful discriminatory act alleged in the complaint;
 - b. No incident location provided in the complaint is within the City of Reynoldsburg;
 - c. The investigation of the complaint is required to be conducted pursuant to the terms of a collective bargaining agreement to which the City is a party;
 - d. The complaint fails to include all the information required by (A)(1) of this section;
 - e. The complainant fails to concurrently provide a writing that includes the information required in (A)(2) of this section.
- 4. Upon receiving a complaint of an alleged unlawful discriminatory act, the Clerk of Council shall immediately date stamp the complaint and:
 - a. Forward a copy thereof to the City Attorney; and
 - b. Mail by certified or registered mail, return receipt requested, certified copies of the complaint to the Respondent.
- 5. The Clerk of Council shall retain the original date-stamped complaint and shall open and maintain a file on the matter during the pendency of any actions related to the complaint and for so long thereafter as is necessary to comply with the City's Records Retention Schedule.

B. Investigation by City Attorney

- 1. Upon receipt of the Complaint, the City Attorney or a designee of the City Attorney shall investigate the Complaint to determine if probable causes exists to believe a violation of this Chapter has occurred.
- 2. As part of said investigation, the City Attorney shall be permitted to issue an administrative subpoena for documents pursuant to Section 501.15 of the Codified Ordinances of the City of Reynoldsburg.
- 3. If the City Attorney determines the most recent of the unlawful discriminatory acts alleged in the complaint occurred more than 180 days before the date the complaint was filed with the Clerk of Council or that none of the alleged acts occurred within the City of Reynoldsburg, the City Attorney shall have no authority to investigate or take further actions except to return the complaint to the Clerk of Council with written notice to the Clerk of Council that the Complaint is outside the authority of the City Attorney.

4. Except as otherwise provided in this section, the City Attorney shall be authorized to mediate complaints, issue findings of fact and conclusions of law, issue cease and desist orders, and issue a formal recommendation.
5. If the City Attorney finds, after investigation, that there is probable cause to determine that the Respondent has committed an act of unlawful discrimination under this Chapter, the City Attorney shall file and forward the Complaint with the Reynoldsburg Clerk of Council with a recommendation to refer the Complaint to a Hearing Officer.
6. If the City Attorney finds, after investigation, that there is insufficient evidence to establish probable cause that Respondent has committed an act of unlawful discrimination under this Chapter, the City Attorney shall dismiss the Complaint and mail notice of dismissal to the Complainant and the Respondent by certified mail, return receipt requested.

C. Hearing Officer

1. Upon receipt of the recommendation of the City Attorney that probable cause exists to determine the Respondent has committed an act of unlawful discrimination under this Chapter, the Clerk of Council shall forward the recommendation to the Mayor.
2. The Mayor shall, upon receipt of the recommendation from the City Attorney, appoint a Hearing Officer who shall be an attorney licensed to practice law in the State of Ohio.
3. If a Hearing Officer is appointed, the Hearing Officer shall conduct an administrative hearing. In the hearing, the Hearing Officer shall take testimony and considering evidence presented by and on behalf of the Complainant and the Respondent respectively. After the hearing is concluded, the Hearing Officer shall issue findings of fact and conclusions of law, and if the Hearing Officer, in the Hearing Officer's sole discretion, deems it appropriate, the Hearing Officer may issue orders and impose sanctions provided in this Chapter.
4. If the Hearing Officer determines that the respondent is engaged in an unlawful discriminatory act or practice under this chapter, the final decision of the Hearing Officer may include the issuance to the Respondent of orders to cease and desist the unlawful discriminatory acts or practices. Any orders to cease and desist shall specify a time period for the Respondent's compliance.
5. If the Hearing Officer determines that the Respondent did engage in, or continues to engage in, an unlawful discriminatory act or practice under this chapter, the final

decision of the Hearing Officer may include the imposition upon the Respondent of the following:

- a. Reasonable costs of the administrative hearing, provided the cost of the Hearing Officer's services shall not be assessed against the Respondent.
 - b. Reasonable attorney fees incurred by the Complainant.
 - c. The imposition of a civil penalty in an amount not to exceed one thousand dollars (\$1,000.00); or two thousand five hundred dollars (\$2,500) if the Respondent has committed a violation of this Chapter during the five-year period preceding the date on which the Complaint was filed.
6. The final decision of the Hearing Officer may not include any orders for reinstatement of employment, refund of monies paid, other mitigation of damages, or any other orders for corrections or sanctions, except as provided in this section.
7. The final decision of the Hearing Officer may be appealed pursuant to the provisions of Chapter 2505 of the Ohio Revised Code.
8. The final decision issued by the Hearing Officer shall be in a writing served by ordinary United States Mail on the Respondent and the Complainant. The documents shall be deemed received and properly served upon the respondent five days following the mailing thereof. Copies of the final decision shall also be sent to the Clerk of Council and the City Attorney.

503.13 Complaints Alleging Unlawful Discriminatory Practices by the City of Reynoldsburg

If a Complaint is filed with the Clerk of Council alleging that the City, or one of its boards, commissions, departments, divisions, officials, or employees has engaged or is engaging in an unlawful discriminatory practice as defined by this Chapter, the following procedures shall apply:

- A. Upon receipt of the Complaint pursuant to Section 503.06(A)(4)(a), the City Attorney shall forward a copy of the Complaint to City Council.
- B. City Council may appoint a special counsel to conduct a preliminary investigation instead of the City Attorney
- C. The City Council may appoint a Hearing Officer to conduct a determination instead of the Mayor appointing the Hearing Officer.

503.15 Failure to comply with a subpoena.

No person shall fail to comply with a subpoena issued by the City Attorney or the Hearing Officer. Whoever violates this section is guilty of failure to comply with a subpoena, a misdemeanor of the fourth degree.

503.17 Failure to comply with an order of the Hearing Officer.

No person shall fail to comply with any portion of an order issued by the Hearing Officer within thirty days following service of the order or such period of time as the order provides, whichever is greater. Whoever violates this section is guilty of failure to comply with an order of the Hearing Officer, a misdemeanor of the first degree.

503.19 Failure to pay financial sanctions imposed by the Hearing Officer.

If a civil penalty or costs or both are imposed by the Hearing Officer on the Respondent, and any portion thereof remains unpaid thirty days following service of the order or following the expiration of the time period designated by the Hearing Officer, the City may institute civil enforcement proceedings against the Respondent.

503.21 Ethnic Intimidation

- A. No person shall violate Sections 2903.13, 2903.21, 2903, 22, 2907.06, 2911.06, 2911.07, 2911.21, 2911.211, 2913.02, 2913.04, 2917.11, 2917.12, 2917.21(A)(3) through (A)(5) of the Ohio Revised Code by reason of or where one of the motives is the victim's race, sex, sexual orientation, gender identity or expression, ethnicity, religion, national origin, disability, or military status.
- B. In a prosecution under this section, the offenders' motive, reason, or purpose may be shown by the offender's temporarily related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.
- C. Whoever violates this Section is guilty of Ethnic Intimidation, a misdemeanor of the first degree. If the underlying offense, as a necessary element of Ethnic Intimidation, is a misdemeanor of the first degree, there shall be a minimum mandatory jail sentence of at least ten (10) days.

503.23 Severability

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the Chapter as a whole or any part thereof other than the part declared invalid.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: **March 8, 2021**

TO: **Public Service and Transportation Committee**

RE: Establishment of a Rental Property Registration Program

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE CREATING CHAPTER 1397 RENTAL PROPERTY
REGISTRATION TO THE REYNOLDSBURG CODE OF ORDINANCES TO PROVIDE
FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED
WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg (“City”) is a community in the State of Ohio which is facing the challenges of providing safe, available and affordable housing for current and future residents; and

WHEREAS, the growth of the City has increased the pressure on neighborhoods and housing in the City; and

WHEREAS, the Reynoldsburg City Council recognizes the need for an organized residential rental registration program for program for residential rental units within the City to provide an efficient system of code enforcement for the welfare of all residents of the City; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, the Reynoldsburg City Council desires that all residential rental units within the City be registered with the Department of Development; and

WHEREAS, the Reynoldsburg City Council authorizes the Department of Public Service to develop a rental registration application and administrative procedures and policies for the purpose of registering appropriate buildings with residential rental units; and

WHEREAS, it is the desire of the Reynoldsburg City Council to adopt enforcement measures and penalties to encourage compliance with this ordinance for the health, safety and welfare of the all residents of the City of Reynoldsburg; and

WHEREAS, the Reynoldsburg City Code contains a Property Maintenance Code in Chapter 1711 to protect the health and safety of all residents, to promote the public welfare, and to place standards of maintenance upon property owners that protects the beauty and health of our City.

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

SECTION 1. That Chapter 1397 shall be created and added to the Reynoldsburg Code of Ordinances to require registration of residential rental housing for the City of Reynoldsburg be and is hereby attached as Exhibit A.

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

CHAPTER 1397 – RENTAL PROPERTY REGISTRATION

1397.01	Purpose
1397.02	Definitions
1397.03	Registration required
1397.04	Designated agent; Notice and Service of process
1397.05	Exempt rental dwelling units
1397.06	Registration application form
1397.07	Registration term and renewal
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1397.11	Responsibility of designated agent
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1397.18	Validity
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§1397.01 Purpose.

It is the purpose of this chapter to protect the public health, safety and welfare of the residents of Reynoldsburg by establishing minimum standards governing the maintenance, appearance, and condition of all rental housing properties, to impose certain responsibilities and duties upon owners and operators; to authorize and establish procedures for the inspection of rental housing properties; to provide for the issuance of rental certification; to establish a fee schedule for inspection; to authorize the vacation or condemnation of dwelling structures that are unsafe or unfit for human habitation; and to fix penalties for violations of this chapter.

Rental housing with code violations are a risk to new development, housing stock, property values, public health, safety, and welfare in the City of Reynoldsburg. This chapter is hereby declared to

be remedial and essential for the public interest, and it is intended that this chapter be liberally construed to effectuate the purposes as stated herein.

§1397.02 Definitions.

As used in this chapter, the words and terms below shall have the following meanings respectively prescribed to them in this chapter:

- A. "Appeal" means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.
- B. "City" means the City of Reynoldsburg.
- C. "Designated City Official" means the Director of Public Service or a designee.
- D. "Designated agent" means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.
- E. "Dwelling" means any building or portion of a building that contains one or more dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for living purposes.
- F. "Dwelling unit" means a space within a dwelling, comprised of a living, cooking and dining area, a sleeping room or rooms, storage closets and bathing and toilet facilities, all used by only one family.
- G. "Lease" means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.
- H. "Notice of Violation" means a notice issued by the Designated City Official to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the *Reynoldsburg City Code*, ordinance, rule or regulation concerning the occupancy or condition of a premises that is or contains a rental dwelling unit.
- I. "Premises" means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.
- J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or

guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.

K. "Person" means an individual, corporation, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.

L. "Property manager" means a person other than the owner that has managing control of a rental unit.

M. "Rent" means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.

N. "Rental Dwelling Unit" means any structure or part thereof rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.

O. "Rental Inspector" means a person designated by the Designated City Official, qualified to conduct exterior and interior inspections of rental properties within the City. "Rental Inspector" may include, but is not limited to, Code Compliance Officers, Chief Building Official, and Assistant Chief Building Official.

N.P. "Short-Term Rental" means any dwelling that is rented wholly or partly for a fee less than thirty (3) consecutive days by persons other than the permanent occupant or owner from whom the permanent occupant or owner receive monetary compensation.

Q. "Tenant" means any person who rents or leases a rental housing property for living or dwelling purposes with the consent of the landlord, whether or not rent is paid to the owner.

P. ~~"Rental Inspector" means a person designated by the Designated City Official, qualified to conduct exterior and interior inspections of rental properties within the City. "Rental Inspector" may include, but is not limited to, Code Compliance Officers, Chief Building Official, and Assistant Chief Building Official.~~

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§1397.03 Registration required.

No person shall lease, rent, or cause to be occupied a rental dwelling unit until first registering with the Designated City Official for that specific dwelling unit.

§1397.04 Designated agent; Notice and Service of process.

1. Every owner of a rental unit shall designate an agent who resides in the state who shall be responsible for operation of the unit and who may accept service of process and official notices on behalf of the owner. Any official notice or service of process issued to a designated agent shall be deemed as served or delivered upon the owner of record. Each owner or designated agent shall maintain a list of the names and number of tenants in each rental unit and advise the tenants of all known applicable City regulations regarding occupancy and premise conditions. Failure to maintain a property or to maintain any requirements regarding registration shall be grounds for revocation of an existing certificate or denial of issuance of a renewal certificate of registration.
2. The Designated Agent shall maintain an address for acceptance of service of process and official notices on behalf of the owner within twenty-five (25) miles of the municipal corporate limits of the City of Reynoldsburg.

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§1397.05 Exempt rental dwelling units.

1. The following dwellings are exempt from the requirements of this Chapter:
 - A. Owner-occupied, single-family dwellings;
 - B. Owner-occupied multi-family dwellings if the total number of occupants is equal to or less than ten (10) persons.
 - C. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;
 - D. Bed and breakfast inns without continuous occupancy by the same tenant for more than thirty (30) days.
 - ~~E. Any single family home without continuous occupancy by the same tenant for more than thirty days.~~
 - E. Nursing homes or residential care facilities as defined by Ohio Revised Code Section 3721.01

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2. Any rental dwelling unit that has been registered with the county of record pursuant to Ohio Revised Code Chapter 5323 shall be exempt from the provisions of Section 1397.06 of this Ordinance if the agent identified on the county registration has registered an address for service of process within twenty-five (25) miles of the City of Reynoldsburg.

G.

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§1397.06 Registration application form.

- A. Application for registration of rental dwelling units shall be on forms provided by the Designated City Official and shall include at a minimum the following:
 - (1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and
 - (2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent who must be located in the State of Ohio; and
 - (3) Address of each rental dwelling unit; and
 - (4) Number of detached structures on the lot or parcel and number of dwelling units per structure; and
 - (5) Number of parking spaces on the lot or parcel used for dwelling purposes.
- B. No post office boxes shall be accepted as a legal address for purposes of this chapter.
- C. Registrations shall be retained by the City as a public record and made available to any other City Department or public entity upon request.
- D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.
- E. Upon sale or transfer of the premises, the previous owner shall provide the Designated City Official with the name and contact information of the new owner so that they may complete a new application for certificate of registration.
- F. Upon construction of new rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each building or portion thereof used for rental purposes.

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§1397.07 Registration term and renewal.

Registration shall be made within ninety (90) days of the enactment of this Chapter. The term of the registration shall be valid so long as all of the original information and all registration fees are current. Sale or transfer of property shall cause the registration to expire and be no longer valid. Any new owner shall ~~submit a make~~ new application for registration for each dwelling unit prior to closing so as to maintain a continuous record of ownership in case of damage, vandalism, premises condition or other requirement necessitating public notification to the owner, but in no case more than thirty (30) days after sale or transfer.

§1397.08 Fees.

The fees described in this section are established in order to defray the costs to the City related to the health, safety, and economic impact of rental dwelling units, including but not limited to administrative costs for registering and processing rental dwelling units on an owner registration form and for the costs incurred by the City in monitoring the rental dwelling units in the City.

A. The following application and registration fees shall be remitted to the City:

- (1) Single-family rental dwelling unit – ~~seventy-five dollars (\$75.00)~~twenty-five dollars (\$25.00).
- (2) Two-family rental dwelling unit (aka “duplex”) – ~~seventy-five dollars (\$75.00)~~twenty-five dollars (\$25.00) for each dwelling unit.
- (3) Multi-family rental dwelling unit – ~~seventy-five~~twenty-five dollars (~~\$75~~\$25.00) for each of the first ~~four~~five dwelling units in one building structure and zero dollars (~~\$500~~.00) for each additional dwelling unit in that building structure.

B. The fees shall be submitted to the Designated City Official at the time a rental dwelling unit is registered with the City. ~~There shall be no annual registration fee.~~ Any original or renewal rental registration submitted more than ten (10) days after the due date shall be assessed a late fee of an additional twenty-five dollars (\$25.00) per unit. There shall be no annual registration fee.

C. A re-inspection fee of twenty-five dollars (\$25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.

D. Fees assessed and collected in accordance with this Section shall be maintained as a separate line item and will be dedicated solely to reimbursing the costs actually incurred by the City related to the enforcement of this Chapter.

§1397.09 Inspections.

- A. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this chapter shall be construed to require an occupant, operator or owner to consent to a warrantless inspection of a rental unit, dwelling, rooming house or premises except as provided by law.
- B. Any exterior or interior common area, which is accessible to the public, of any building containing more than one ~~residential rental~~ dwelling unit may be inspected at any time.
- C. Interior inspections of ~~residential rental~~ dwelling units may be performed at the request or consent of an occupant of a rental dwelling unit or by an owner or agent of an owner of a rental unit that is unoccupied.

~~D.~~ If the owner, occupant, or agent thereof, does not consent to the proposed inspection, the Designated City Official may appear before any judge in a court of competent jurisdiction and seek an administrative search warrant to allow an inspection. Any such application shall be made within ten (10) calendar days after the non-consent. The application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination whether there are violations of the Ohio Residential Building Code, the Property Maintenance Code under Chapter 1711 of the City Ordinances of Reynoldsburg, or any other applicable law. The Court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall be issued:

1. Eyewitness account of a violation;
2. Citizen complaints;
3. Tenant complaints;
4. ~~Violations in plain view~~ violations from the public right-of-way;
5. ~~Violations apparent from City records~~ pertaining to past violations;
6. Property deterioration;
- ~~7. Age of property;~~
- ~~8.7.~~ Nature of alleged violation;
- ~~9.8.~~ Condition of similar properties in the area;
- ~~10. Documented violations on similar properties in the area;~~
- ~~11.9.~~ Passage of time since last inspection;
- ~~12.10.~~ Previous violations on the property.

~~E.D.~~ If a warrant is issued, no owner, occupant, or agent thereof shall fail or neglect, upon presentation of a warrant, to properly permit entry therein by the code official or his/her duly authorized designee for the purpose of conducting a rental inspection and examination pursuant to this section and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, the rental inspection shall be limited to such areas as are in plain view.

~~F.E.~~ Upon occupation of a dwelling unit by a tenant, or if a dwelling has not been inspected for more than two (2) years, the Designated City Official shall send a letter to

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the occupant(s) advising said occupant(s) of their right to have an inspection with instructions on how to make that request to the Designated City Official.

~~G.F.~~ No criminal penalty, or any penalty or fine under this Chapter shall attach solely by reason of the owner's, occupant's or agent's refusal to consent to a full inspection.

§1397.10 Maintenance Standards.

Every owner, agent or person in charge of a rental unit or structure shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this Chapter, the Residential Building Code of Ohio, and the Property Maintenance Code contained in Chapter 1711.. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises. In addition to any requirements specified within this section of the codified ordinances, all applicable regulations provided for within the Codified Ordinances of the City of Reynoldsburg, shall apply and shall be subject to enforcement.

§1397.11 Responsibility of designated agent.

Designation of an agent by an owner shall cause the agent to be an additional responsible party for purposes of this Chapter and other chapters that may apply regarding the operation of the premises. All official notices of the City may be issued to the designated agent as well as the owner and in such case as a notice is served upon a designated agent such notice issued shall be deemed as having been served upon the owner of record.

§1397.12 Retaliatory Eviction Prohibited

It shall be a violation of this Chapter if a court of competent jurisdiction determines that any owner of a rental dwelling unit or his or her agent brought or threatened to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting the assistance of the Designated City Official with an alleged violation of this Chapter or the Property Maintenance Code set forth in Chapter 1711.

§1397.13 Notice of Violations

- A. The Designated City of Official, or his or designee, shall have the power to enforce all provisions of this Chapter.
- B. The Designated City Official, or his or her designee, shall have the responsibility to issue ~~to the owner of a rental dwelling unit or designated agent of an owner of a rental dwelling unit~~ any applicable Notice of Violation of any part of this Chapter, the Property Maintenance Code provided in Chapter 1711, or any other applicable section of the City ordinances. Such notice shall be delivered in person or by certified mail to the owner of the rental dwelling unit or to the designated agent of an owner of a rental dwelling unit.

- C. The Notice of Violation shall include the applicable code section the owner is alleged to have violated, a brief statement of the factual basis for the alleged violation, and instructions to the owner of the right to appeal under Section 1397.15.

§1397.14 Appeals.

The Board of Zoning and Building Appeals (the “Board”) shall have jurisdiction to hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Designated City Official in the enforcement or administration of this chapter.

Any person affected by any Notice of Violation which has been issued in connection with the enforcement of any of the provisions of this chapter may request and shall be granted a hearing on the matter by filing an appeal.

The person shall file, in the office of City Council, an appeal with a written request for the hearing and shall set forth the name, address, and phone number of the appellant and a brief statement of the grounds for the hearing and appeal from any Notice of Violation of this chapter. Requests shall be filed within 14 days of the date of the Notice of Violation. On receipt of the appeal, the Clerk of Council shall set a time and place for a hearing before the Board. The hearing shall be held within a reasonable time after a request has been filed. At the hearing, the appellant shall be given an opportunity to be heard and to show cause why the notice and order should be modified or dismissed, or why a variance should be granted. The failure of the appellant or his representative to appear and present his position at the hearing shall be grounds for dismissal of the request.

Any party entitled to appeal a decision of the Board may appeal to a court of competent jurisdiction.

§1397.15 Failure to Remediate

- A. If, after expiration of the time to file an appeal of a Notice of Violation or upon the affirmance by the Board and exhaustion of further appeals, the owner fails to remediate revision the violation, the Designated City Official shall have the power to issue a criminal or civil citation to the owner.
- B. Any citation issued under Section (A) shall be filed in the Reynoldsburg Mayor’s Court, in the Franklin County Municipal Court, Environmental Division, or in the appropriate county municipal court which shall have jurisdiction over the address where the violation occurred.

§1397.16 Disclaimer of liability.

A certificate of registration is not a warranty or guarantee that there are no defects in a rental dwelling unit and the City shall not be held liable to any person for the condition of the property.

§1397.17 Saving clause.

All proceedings pending and all rights and liabilities existing and acquired or incurred at the effective date of this chapter are saved and may be consummated according to the law in force when they were commenced.

§1397.18 Validity.

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

§1397.99 Penalties.

- A. Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of an unclassified misdemeanor that shall be punishable by up to one-thousand dollars (\$1000.00) in fines. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.
- B. The penalty provisions of this Chapter shall supersede the penalty provisions provided in Section 1711.99 of the Reynoldsburg Code of Ordinances solely as it relates to owners of rental dwelling units subject to this Chapter.
- C. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

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

DATE: March 8, 2021

TO: Finance and Administration Committee

RE: Requesting the Authorization to change Chapter 160.02 Authorized Personnel, Classifications and Pay Grade, Section (f) Police Department (see attached).

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE TO AMEND CHAPTER 160 SECTION 160.02 (f) POLICE
DEPARTMENT OF THE CODE OF ORDINANCES FOR THE CITY OF
REYNOLDSBURG, OHIO**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Reynoldsburg Chapter 160.

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

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend the Section 160.02 (f) Authorized Positions, Personnel, Classifications and Pay Grades Police Department to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

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

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

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

1/1/2021

Ordinance 96-2020 passed 12/8/2020

Attachment: Chapter 160 Feb 2021 SW.doc (Chapter 160 - Social Worker/Victim Advocate)

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Ordinance 96-2020 passed 12/8/2020

160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee who regularly works 20 hours per week who will receive sick time of 2.30 hours per pay, vacation at 1.54 hours per pay, and holiday pay at 4 hours per holiday.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 40 hours.

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee who regularly works 30 hours per week who will receive sick time of 3.45 hours per pay, vacation at 2.31 hours per pay, and holiday pay at 6 hours per holiday.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation at the conclusion of six years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

Part-time: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

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

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary	1	Unclassified	15
Clerk of Courts	1	Unclassified	18
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	8
Data Entry Operator	1	Classified	8
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	22
Civil Service Administrative Assistant	2 p/t	Unclassified	15
Special Events and Media Coordinator	1	Unclassified	14
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Senior Citizens Assistant	2 p/t	Classified	5
Senior Center Activities Instructor	1 p/t	Classified	3
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent/Arborist	1	Classified	14
Parks Grounds Maintenance	2	Classified	4
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	9	Classified	See Chapter 162
Support Services Supervisor	1	Classified	18
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Safety Records Technician	3	Classified	9
Public Safety Records/Research Technician	1	Classified	10
Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	11
Accreditation Manager	1 p/t	Classified	10
Training Coordinator	1p/t	Classified	10
Court Liaison	2 p/t	Classified	13
<u>Public Safety Social Worker/ Victim Advocate</u>	<u>1</u>	<u>Classified</u>	<u>16</u>

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16

Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	12
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Permit Technician	2	Classified	11
Code Compliance Officer	4	Classified	10
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Manager	1	Classified	15
Account Clerk 2	4	Classified	8
(4) Street Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	22

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

160.03 SALARY SCHEDULE

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

BEGINNING July 1, 2021 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

Pay Grade	Step 1	Year 2 COLA	Step 2	Year 4 COLA	Step 3	Year 6 COLA	Step 4	Year 8 COLA	Step 5	Year 10 COLA	Step 6
3	\$15.91	2% COLA	\$16.70	2% COLA	\$17.54	2% COLA	\$18.41	2% COLA	\$19.34	2% COLA	\$20.30
4	\$16.88	2% COLA	\$18.51	2% COLA	\$20.12	2% COLA	\$21.74	2% COLA	\$23.30	2% COLA	\$24.96
5	\$17.30	2% COLA	\$18.97	2% COLA	\$20.62	2% COLA	\$22.29	2% COLA	\$23.89	2% COLA	\$25.58
6	\$17.65	2% COLA	\$19.35	2% COLA	\$21.02	2% COLA	\$22.73	2% COLA	\$24.36	2% COLA	\$26.09
7	\$18.00	2% COLA	\$19.74	2% COLA	\$21.44	2% COLA	\$23.18	2% COLA	\$24.85	2% COLA	\$26.61
8	\$19.13	2% COLA	\$20.78	2% COLA	\$22.45	2% COLA	\$24.08	2% COLA	\$25.75	2% COLA	\$27.41
9	\$20.05	2% COLA	\$21.78	2% COLA	\$23.53	2% COLA	\$25.24	2% COLA	\$26.99	2% COLA	\$28.73
10	\$20.55	2% COLA	\$22.53	2% COLA	\$24.12	2% COLA	\$25.87	2% COLA	\$27.67	2% COLA	\$29.45
11	\$20.96	2% COLA	\$22.77	2% COLA	\$24.60	2% COLA	\$26.38	2% COLA	\$28.22	2% COLA	\$30.04
12	\$21.38	2% COLA	\$23.23	2% COLA	\$25.09	2% COLA	\$26.91	2% COLA	\$28.78	2% COLA	\$30.64
13	\$21.81	2% COLA	\$23.69	2% COLA	\$25.59	2% COLA	\$27.45	2% COLA	\$29.36	2% COLA	\$31.25
14	\$22.24	2% COLA	\$24.16	2% COLA	\$26.11	2% COLA	\$27.99	2% COLA	\$29.95	2% COLA	\$31.88
15	\$22.69	2% COLA	\$24.65	2% COLA	\$26.63	2% COLA	\$28.55	2% COLA	\$30.55	2% COLA	\$32.52

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Scale will automatically adjust by 2% each year beginning January 1, 2022.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 26.00	\$ 40.00
15	\$ 27.00	\$ 42.00
16	\$ 28.00	\$ 44.00
17	\$ 29.00	\$ 46.00
18	\$ 30.00	\$ 48.00
19	\$ 31.00	\$ 50.00
20	\$ 32.00	\$ 52.00
21	\$ 34.00	\$ 54.00
22	\$ 36.00	\$ 56.00

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 50.00	\$ 65.00
26A	\$ 55.00	\$ 70.00

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall be set by the Appointing Authority within the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	\$8.00 - \$30.00
Seasonal Maintenance Employee	\$8.50 – \$16.00
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$12.00 per hour
Service Seasonal Laborer	\$10.00 - \$12.00per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$12.00per hour
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(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

- (1) Parks and Recreation Department:
 - Umpire/Referee- \$7.00 to \$ \$60.00 per game
 - Program Assistant \$7.80 - \$20.00 per game/hour
- (2) Service Department (Building Division)
 - Building Plans Examiner
 - Residential/Inspector \$13.00 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(b) An employee may be compensated for the highest license regardless of how many are within the Department.

2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

3) Employees who work less than 20 hours per week on a regular basis will receive no benefits.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager
Assistant City Prosecutors	Clerk of Council
Planning & Zoning Administrator	Assistant City Attorney
Criminal Justice Program Administrator	

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in

order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c)The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d)In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Full-time employee of the City shall be eligible for longevity compensation at the conclusion of six (6) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective January1, 2021 the City will update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years

that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.

- 2) The Appointing Authority will determine what step an individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.
 - 4) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Annual increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.
 - 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.
- (b) Cost of Living Adjustments
- On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.
- (c) Promotions
- Upon promotion, the employee's rate of pay shall be adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the Appointing Authority.
- (d) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter

160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this "opt out" provision will be

determined by the Auditor.

5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
 - B. The allowances for assistance are as follows:
 1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.

4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the

City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of \$850 per year. Clothing selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Employees shall utilize the dry cleaning facility or facilities designated by the City. The following items shall be provided by the City:

Trousers — 5	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Gloves — 1 pair	Flashlight — 1
Hat, Summer — 1	Protective Vest — 1
Raincoat Cover — 1	Belt (Trouser) — 1
Hat Badge — 1	Gun Belt — 1
Breast Badge — 2	Service Weapon — 1
Name Plate — 2	Formal Dress Police Uniform
Whistle — 1	Whistle Chain — 1

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 3

Working Title: Public Safety Social Worker/Victim Advocate **Employee Number:**

DEPT./OFFICE: POLICE

CLASS TITLE: PUBLIC SAFETY SOCIAL
 WORKER/VICTIM ADVOCATE

WORKING TITLE: PUBLIC SAFETY

SOCIAL WORKER/VICTIM ADVOCATE

EMPLOYEE NUMBER:

Status: Classified ☒ Unclassified ☐

Full-Time ☒ **Part-Time** ☐ **Other** ☐

OT Status Per Ord.: Exempt

Citation Code: 160.02

Reports To: Deputy Chief

Normal Working Hours: 40 hours/week

ESSENTIAL FUNCTIONS OF THE POSITION: (For purposes of 42 USC 12101)

- 80% (1) Develops process for officers to refer community members through initial contact to resolution which may require short term case management as necessary to assure appropriate connection with providers; follow ups on referrals from offices and administration regarding matters concerning mental health, dependency and addiction, victim's services, family services and elderly needs to bridge available providers of social services; ability to engage individuals and verbally de-escalate in sometimes stressful or dynamic circumstances; provide support or guidance to concerned family members; works closely with CIT (Crisis Intervention Team) and CRO (Community Resource Officers) officers to monitor needs in community; facilitates follow-up to providers system when individual is not currently connected to services; pro-actively engages referred individuals in their home environments as needed to ensure connection with services. Develops and maintains positive working relationships with community behavioral health and other healthcare providers and other community systems; networks with community agencies and providers.
- 20% (2) Assists sworn training coordinator with developing and delivering Division training regarding specialized populations; conducts community training (Citizen's Training Academy).
- (3) Remains informed of current developments and procedures pertinent to duties; participates in staff development activities and services, reviews procedures; attends staff meetings.
- (4) Maintains required licenses and/or certificates, including liability insurance.
- (5) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (6) Demonstrates regular and predictable attendance.

Attachment: Public Safety Social Worker Victim Advocate.doc (Chapter 160 - Social Worker/Victim Advocate)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 2 of 3

Working Title: Public Safety Social Worker/Victim Advocate **Employee Number:**

OTHER DUTIES AND RESPONSIBILITIES:

(7) Performs other related duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*Indicates developed after employment)

Knowledge of: *Ability to learn Division policies and procedures; skill with Microsoft based products that include Word, Excel, PowerPoint and other types of software; data input and data extraction; proficiency with typing; excellent organizational and interpersonal skills.

Skill in: Use of modern office equipment; (e.g., fax, copier, calculator, cell phone); proficiency with personal computer/word processing and software (e.g., Corel, WordPerfect, Microsoft Word, PowerPoint, Excel, Windows 98, Access, and Internet).

Ability to: Work independently and solve problems involving many variables; analyze facts and make sound judgments; read and understand a wide range of technical literature; complete assignments in timely fashion; coordinate tasks with officers and accept responsibility for outcome; prepare and deliver presentations before the department, specialized audiences and general public.

QUALIFICATIONS: Master's degree in Social Work with a minimum of 5 years of experience in case management and social service delivery with behavioral health population, in crisis, at-risk populations, families, or those experiencing dependency or homelessness. Experience working with public safety is preferred.

LICENSURE OR CERTIFICATION REQUIREMENTS: Prefer valid Ohio license with LISW with LPCC and/or LICDC designations, but would consider candidates with proven experience or equivalent licensure from another state; valid Ohio driver's license and proof of insurance, or ability to obtain valid Ohio license prior to employment. Continued participation in professional development via attendance at conferences, workshops and training sessions to maintain required CEUs for any licensure.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:
 (FOR PURPOSES OF O.R.C. 4167)

1. Works in proximity to the use of firearms.

Attachment: Public Safety Social Worker Victim Advocate.doc (Chapter 160 - Social Worker/Victim Advocate)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 3 of 3

Working Title: Public Safety Social Worker/Victim Advocate **Employee Number:**

PHYSICAL DEMANDS:

Light Work: lift, push, pull 20 pounds occasionally; 10 pounds frequently. Ability to perform follow-up response in the community.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

Employee Signature

Date

Appointing Authority

Date

Human Resources Director

Date

Attachment: Public Safety Social Worker Victim Advocate.doc (Chapter 160 - Social Worker/Victim Advocate)

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

DATE: March 8, 2021

TO: Finance and Administration Committee

RE: Appropriating Unencumbered Balances from 2020

Approval:

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

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

Statement of necessity for Emergency passage:

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

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

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

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

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

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

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

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

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

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

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

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

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

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE: **March 8, 2021**

TO: **Finance and Administration Committee**

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

Approval:

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

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

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

City of Reynoldsburg, Ohio Chapter 160

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

No appropriation is being requested

Seeking Council Approval Only Three Readings and Pass as an Emergency

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

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

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

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

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

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

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

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

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: March 8, 2021****TO: Development, Parks and Recreation Committee****RE:** Authorization to waive the provision Section 971.16 for alcohol consumption

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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Requesting authorization to waive the provision for section 971.16 of the codified ordinances to allow for the sale and consumption of alcohol for City sponsored events for 2021 to include The Artist & Maker Market (6/5/2021), Reynoldsburg Farmers' Market (Thursday's beginning 6/10/2021 thru 8/26/2021), Food Truck Events (6/11/2021, 7/9/2021, 9/3/2021, 9/10/2021), Tomato Festival (August 12-14, 2021), Blues and Brews Event (10/2/2021). All events will take place in a City park in a designated area defined by fencing as to where alcohol may be sold and consumed.

The City of Reynoldsburg Special Events Coordinator will gather, obtain, and apply for all necessary permits required by the Ohio Department of Commerce. Follow all training requirements and will work closely with the Reynoldsburg Police Department and the Reynoldsburg Parks and Recreation Department to assure that all standards are met.

**AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY
OF REYNOLDSBURG CODIFIED ORDINANCES FOR 2021 FOR VARIOUS
REYNOLDSBURG PARKS AND RECREATION EVENTS**

WHEREAS, the City of Reynoldsburg hosts several events throughout the year where the sale and consumption of alcohol are part of the event located on various City properties and parks; and

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

WHEREAS, this legislation requests authorization to waive the provision of Section 971.16 of the Codified Ordinances of the City of Reynoldsburg to allow the sale and consumption of alcohol for the events in 2021

Artist & Marker Market	June 5, 2021
Reynoldsburg Farmers' Market	June 10 - August 26, 2021 Thursdays Only
Food Truck Events	June 11, July 9, September 3, September 10, 2021
Tomato Festival	August 12-14, 2021
Blues and Brews Event	October 2, 2021; and

WHEREAS, the City of Reynoldsburg will apply for the necessary liquor permit(s) from the Ohio Department of Commerce to allow for alcohol sales; and

WHEREAS, the Special Events Coordinator will obtain all necessary permits and work closely with the Reynoldsburg Police Department to assure that all security measures are met at the highest standards including safety fencing and ID checks; and

WHEREAS, Section 971.16 of the Codified Ordinances of the City states "No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage" and further states "No person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park."

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg, Franklin, Licking and Fairfield Counties, Ohio a majority of its members concurring:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances prohibiting the sale of intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park be hereby waived for the events listed above sponsored by the City of Reynoldsburg .

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

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