



City Council
Monday February 27, 2017

Regular Meeting: 8:00 PM

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

President: DOUG JOSEPH

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

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

COMMITTEES:

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

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

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

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

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
*February 27, 2017 *** 8:00 PM*

1. Call to Order
2. Roll Call
3. Invocation - Councilman Chris Long
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Public Hearing – February 13, 2017
 - b. City Council – Public Hearing – February 13, 2017
 - c. City Council – Public Hearing – February 13, 2017
 - d. City Council – Regular Meeting – February 13, 2017
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
 - a. Clerk of Court Report
9. Reports
10. Motions
 - a. Motion that the Reynoldsburg City Council Does Hereby Approve the Mayor's Appointment of Jodelle D'Amico to the Reynoldsburg Civil Service Commission to Serve the Unexpired Term Vacated by Robert M. Sanders, Term Expiring January 14, 2020. --- Cotner. Finance Committee.
11. Legislation for Emergency Adoption
 - a. Ordinance Appropriating Unencumbered Balances as of December 31, 2016 in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2017 be Accepted; and Declaring an Emergency. (First Reading 2/13/2017). --- Cotner. Finance Committee.
12. LEGISLATION REQUIRING ONE READING
 - a. Ordinance Authorizing Mayor to Enter into Contract for 2017 Street Program; Appropriating Funds; and Declaring an Emergency.
 - b. Ordinance Authorizing Mayor to Enter into Contract for Construction Administration/Inspection/Testing Services for the 2017 Street Program; Appropriating Funds; and Declaring an Emergency.

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13. LEGISLATION FOR FIRST READING

- a. Ordinance Authorizing Mayor to Enter into Contract for 2017 Fireworks Display. --- Long. Safety Committee.
- b. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 137 Waggoner Road, Reynoldsburg, Ohio, from R-1 Single Family Residence District to PCD Planned Commercial Development District, Applicant, United Dairy Farmers. --- Clemens. .
- c. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 913.04 Specifications, Permit Fee of Chapter 913 Private Roadways and Section 1127.09 Underground Electric and Telephone Lines of Chapter 1127 Standards. --- Clemens. .
- d. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 905.03 Duty to Maintain Sidewalk and Tree Lawn of Chapter 905 Streets Generally; and Section 917.02 Plans and Specifications to be Attached to Permit of Chapter 917 Driveways. --- Clemens. Service Committee.
- e. Ordinance Authorizing and Directing the Mayor to Enter into Lease Agreement Document Solutions for Replacement Copier for Police Department. --- Cotner. Finance Committee.
- f. An Ordinance Providing for the Issuance and Sale of Bonds in the Maximum Principal Amount of \$1,100,000, for the Purpose of Paying the Costs of Improving the Municipal Storm Water System by Replacing Storm Water Facilities Along Graham Road and Rodebaugh Road and Installing Culverts on Cobblestone Road, Together with All Necessary Appurtenances Thereto, and Declaring an Emergency. - -- Cotner. Finance Committee.
- g. An Ordinance Providing for the Issuance and Sale of Bonds in the Maximum Principal Amount of \$1,500,000, for the Purpose of Paying the Costs of Improving the Municipal Waterworks System by Replacing Water Lines Along Main Street, Together with All Necessary Appurtenances Thereto, and Declaring an Emergency. - -- Cotner. Finance Committee.

14. LEGISLATION FOR SECOND READING

- a. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Sections 741.01 Sales and 741.05 Waiver of Chapter 741 Solicitors. (First Reading 2/13/2017). --- Long. Safety Committee.
- b. Ordinance Authorizing the Reynoldsburg Parks and Recreation Department to Apply for and Accept the Community Development Grant through Recycle Ohio, Ohio Environmental Protection Agency. (First Reading 2/13/2017). --- Cotner. Finance Committee.

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- c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTION 160.02 "AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE" Subsection (F) "Police Department"; of CHAPTER 160 EMPLOYEE COMPENSATION. (First Reading 2/13/2017). --- Cotner. Finance Committee.
- d. Ordinance Authorizing and Directing the Mayor to Enter into Lease Agreement Document Solutions for Copier for Police Department. (First Reading 2/13/2017). --- Cotner. Finance Committee.
- e. Ordinance Authorizing Mayor to Purchase Two Police Cruisers and Related Equipment for Reynoldsburg Police Department. (First Reading 2/13/2017). --- Cotner. Finance Committee.
- f. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. - Computer Services. (First Reading 2/13/2017). --- Cotner. Finance Committee.
- g. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. -Police Department. (First Reading 2/13/2017). --- Cotner. Finance Committee.

15. LEGISLATION FOR THIRD READING

- a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. (Second Reading 2/13/2017). --- Clemens. Service Committee.
- b. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE LBRANDS FOUNDATION. (Second Reading 2/13/2017). --- Cotner. Finance Committee.

ADJOURNMENT

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

President Doug Joseph called the meeting to order at 7:30 PM

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

ABSENT:

Public Hearing

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 E MAIN ST, REYNOLDSBURG, OHIO, FROM CC COMMUNITY COMMERCE DISTRICT TO PND PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT, APPLICANT, NICOLE BOYER. --- Clemens. Service Committee.

Council President Joseph: To set a few ground rolls on this item this evening, anyone from the audience that would like to speak on this issue will need to fill out a speaker form and give it to the Clerk of Council. Our plan is to hear from City Administration, the applicant, Council, and the public, in that order. We have set a fifteen minute time limit for this Public hearing. Any discussions can be extended into our Community Comment section of tonight's Council Meeting, so that we can stay on schedule. There will also be additional opportunities for everyone to comment at the Planning Commission meeting on March 2nd, and the Service Committee meeting on March 13th. This is not being finalized tonight, and anyone wishing to speak will have that opportunity either now, at the Council meeting, or at a future date. Let's start with Mr. Snowden.

Mr. Snowden: Thank you President Joseph and other members of Council. This is for O East Main Street. Application #176120 for zoning district change. The property is located on the north side of E. Main St, between Hanson Street and Carlyle Drive. Existing zoning - CC Community Commerce. Request is for the Council and Commission to review and approve a zoning district change in order to construct a senior housing campus a planned development. Current use - vacant land. Applicant - Nicole Boyer. This property is located partially within Franklin County and partially within Licking. To the south it adjacent to Glen Rest Memorial Estate. Across E. Main and to the north, it abuts single family and two family dwellings in the R-4 zoning district. Considerations I provided for you in the report are the standards for proposed district changes from the chapter on amending zoning code and 1183.05, Standards for Development Plan Review for the Planned Neighborhood Development District chapter of the zoning code. This site has been zoned commercial since at least 1963. According to the original zoning passed in 1955, and re-codified in 1969, it was considered commercial at that time. Existing uses by right and special exception include, restaurants, drive thrus, auto sales. The applicant is proposing a three sub area of planned development. One portion is a senior independent living. Second portion is an assisted living residential care facility, which is the terminology used by the zoning code and what they are terming a multi-generational daycare facility. Each sub area has different requirements that will be listed in the re-zoning test. Any deviations from those requirements, including any non-compliance with section 1187.06, or the

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reference based zoning districts in the text, need to be listed. I provided some considerations for the materials under "Building Architecture". Under "Utilities", the applicant has provided to us a list of their utility demands, which is being circulated within the city to see if the city has capacity. I expect that it will tell us that we will, but it is being reviewed. The applicant has provided a preliminary traffic study, which indicated that the project is not going to warrant any additional infrastructure based on our requirements. I have a detailed access study under review by our engineer. Their development plan indicates compliance with the parking requirements of the zoning code, for the independent living units. And, typical, the demand for parking for the uses they are talking about, is generally a lot lower per the code and per a lot of national standards for parking, than the uses that are currently permitted, your retail, your restaurants, etc.... Under "Administrative", I have outlined the process for development plan review and the zoning text. Also, I am still reviewing a narrative statement and re-zoning text, and that will continue to be revised. The re-zoning text can be used to place additional requirements on the application in areas where the zoning code does not currently provide any specific requirements. I will have that available at the next Council and Planning Commission meetings, for review. I am still working with the applicant to refine that text and put it in a standardized format. Should this district change ultimately be supported by Planning Commission and approved by Council, this development, since it is a planned development, will become the only legal use, and the only way that the property can be developed. Any deviations from that plan would require re-zoning or a text amendment, which would have to be approved by both Planning Commission and Council. With that, I recommend that the Council and Commission apply the Standards for District changes provided for in section 1151.04. I do feel that the city's infrastructure and services can support the development and it is consistent with the development plan for the area. Therefore, I would recommend that the application be forwarded to Planning Commission for additional review and recommendations, and get the results of some of the items that are listed in the report. I would be happy to answer any questions. Under "Next Steps" I have listed he additional items that the application would have to go through in order to be approved.

Council President Joseph: Ok. Before we continue, I want to know if the applicant has anything additional to comment on at this point.

Mr. Swiney: We do not.

Council President Joseph: Will you be available for questions? Ok, I will open it up to Council, any questions?

Councilman Clemens: I would rather have the applicant come up so that I may speak to the applicant. Name and address please.

Mr. Swiney: 6880 Tussing Rd., Reynoldsburg.

Councilman Clemens: I have the readjustment you did on the layout, as far as reversing the entrance to the project facing Main St. That was a good move. I have a couple of questions. Who monitors the compliance of the income requirements?

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Mr. Swiney: We manage that. We are also checked by the investor and the state.

Councilman Clemens: You talked about tax credit, is there a reduction for the low income residents of your development?

Mr. Swiney: How the Tax Credit Program works, and how it is different from the Section 8 program, which there is a major misconception between the two, the Section 8 Program is an operating subsidy. That operating subsidy is provided directly to the tenant, by voucher or project based Section 8 contract. That program no longer exists. You can no longer construct a new rental facility with a new Section 8 project. The program is gone. Old buildings that were constructed prior to the program's termination, that have a project based Section 8 contract, still remain. The vouchers are administered by the housing authority. Those subsidies go directly to the tenant to pay the rent. The Tax Credit Program is a development subsidy. Those tax credits are awarded by the State of Ohio, which are allocated by the government, based on census, population, income, and they are awarded on a competitive basis once a year. To give you some statistics, on average the State of Ohio has about \$27,000,000 of tax credit allocations that they are able to award. Approximately 100 projects per year request an allocation, of some level, and anywhere from 25-30% are actually successful. So, what does that really mean? If I get awarded an allocation of tax credits, I then sell those credits to private investors, banks, insurance companies, and other private organizations, that then use those tax credits to write down their tax liability. I use those tax credits for, after the sale, I generate real equity. Because of that equity, I do not have to leverage as much debt as the normal rental facility, as market rate facilities would do. Because I am not leveraging as much debt, I don't have to charge market rate rent. I can charge more affordable rents. So, with those tax credits comes a commitment to maintain a certain income and rent affordability to the project. For this particular project, our commitment will be 10% of the units, on the independent side, which will equate to six units affordable and occupied by senior age households with incomes of 30% or below, of the area median income. Those levels are determined by the Federal Government, and published once a year. Every year, those households are re-certified to make sure that those income levels are met, and that they are not in a unit that they are not qualified to be in.

Councilman Clemens: And you handle all of this,

Mr. Swiney: We do it ourselves. We also have our investment partner that is in the project for a minimum of 50 years, and we also have to report to the state. The state also comes out to field verify that all of our calculations and data that we are showing on each household is accurate.

Councilman Clemens: You say 55 and older, does that mean that no one can be in there that is under 55?

Mr. Swiney: The head of the household has to be 55 years and above. There are limitations to how many people you can have in each bedroom. You can house up to four people in a two bedroom unit, and two in a one bedroom unit.

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Councilman Clemens: I have other questions, but I will wait till it comes back to Council.

Council President Joseph: We have several minutes left. Does anyone else on Council wish to make any comments.

Councilman Luzader: You said that, provided everything was approved, that the construction on the senior apartments, and the assisted living facility would start simultaneously?

Mr. Swiney: Yes, Sir.

Councilman Luzader: That is not what you have in your application.

Mr. Swiney: The application that I believe you have, does not have the updated timeline associated with it.

Ms. Boyer: 6880 Tussing Rd. I can speak to the construction timeline. We are still in the process of deciding whether or not we will start simultaneously, or if it will follow the timeline that is currently presented. What we put in our application was a worse case scenario. We are currently leasing an assisted living facility on the corner of Hamilton and Broad. The construction of this project is contingent on how that lease up goes, and how many people from this area go over into that project. We do not want to cannibalize one of our projects that is in lease up, but putting another one on the market too soon. It will happen. It is just a matter of whether we break ground in 2018, which is more efficient for us and saves us money on the site work. It is obviously more advantageous to do all the site at once. But, we also have to look at the bottom line and make sure all our deals are going to work and survive, starting from day one.

Councilman Luzader: Thank you.

Council President Joseph: I have three slips from people in the audience. Since we only have three, we will go ahead and extend this out and take care of their comments at this time. We will start with Mr. Norm Brusk. Please keep your comments to about two minutes please.

Mr. Brusk: Crosswick Ct. The best way to describe my concern is to ask if this is the highest and best use of this property. And, after looking at it, I think we are looking at the most prime land for development in the City of Reynoldsburg. It is on the main drag. It is a nice large property that has not been available before because the owner did not want to develop it. It should be developed. I have no problems with that. But, I would like to see it developed where it brings in more income for the City. I would like to see it bring in something that would help the City's appearance and image. The entrance to the City from the east should look good. We want it to present the image of a thriving city. I think the Development Director should look at getting an office building or something of that sort, where we have the highest and best use. Even though the housing project was well presented, and it looks like a decent project. It is just not in the right location for the City. With that, I want Council to please consider my concerns.

MINUTES PUBLIC HEARING
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Council President Joseph: Next we have Mark Ficocelli.

Mr. Ficocelli: Kingsley Dr. This is my first time for addressing Council so forgive me for not being fully within Robert's Rules and so forth. I tend to agree with what has been said so far in terms of the location and development of that area. And although the information that was shared about the nature of the subsidy to the properties, it still presents a concern to me that we have subsidized properties as part of this. We have over 650 subsidized properties in Reynoldsburg already and recently, one of the realtors here in town, communicated some research articles that had been down that indicated initially that subsidized housing doesn't negatively impact property values, but in fact, when you dug into the articles a little farther, that was only true if there was not a concentration. And, in the Boston Cambridge areas, for example, they had such a concentration, and it had a pretty profound impact, a 7-20% decrease in property values there. A \$200,000 home would represent a \$14,000 to \$40,000 decrease in property value. Given the fact that we are already one of the few suburbs in the Columbus Metro area whose property values are not rising and certainly are not rising commensurate with our surrounding communities, I think that is a serious concern that we need to take into account in making this decision. Those are my two main concerns.

Council President Joseph: Our last request slip is for Alicia Sambelli.

Ms. Sambelli: Good evening, my name is Attorney Alicia Sambelli, my address is 2 Miranova Pl., Suite 700, Columbus, OH 43215. I am the attorney for the property owner, the William C. Davis Trust. My mentor at my law firm is John Lucas, the Trustee of the Trust. I have personally represented the property owner for the last eight years, and for the last eight years, the property has been for sale. We have actively marketed the property for the last three plus years. Additionally, within the last two years, John Lucas and myself met with the Mayor of Reynoldsburg, and the Reynoldsburg Development Director. We expressed our interest in working with them to try to identify potential commercial buyers of our property, to no avail. We have had no interest from any potential commercial developers. Similarly, the trust owns real estate all over Franklin County, Licking County, and the surrounding areas. Even properties that have not been actively marketed by the William C. Davis trust, in commercially vibrant areas, we very frequently receive inquiries as to the availability of our ground. So, in the time prior to actively marketing this property, it is currently listed with Capital Equities, the commercial real estate brokerage that we work with routinely. Other properties, if it is a desirable area, even without having the property listed, we routinely receive inquiries. We never received any such inquiries for the subject property. And, in the three years that the property has been actively listed for sale, we have had no inquiries as to commercial uses. We have one additional inquiry besides Wallick. It was a similar over 55 residential community. I believe that the characterization of this subject real property as being a commercially desirable area is aspirational in nature. Simply put, that is not the reality of what we are dealing with. There is commercial development to the east along Taylor Rd., and obviously to the west through Reynoldsburg to the City of Columbus. Simply put, we believe as the owners of the real

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property that the commercial demands of the area are currently being met and simply put, there is no additional commercial demands for the area.

Council President Joseph: Ok, I will have to cut it off there.

Ms. Sambelli: Absolutely. If anyone has any questions for me, I would be happy to answer them.

Council President Joseph: I did receive one more slip and we will go ahead and do this. If there are any additional slips, we will move those to the Council meeting. This is for Joe Gulling.

Mr. Gulling: Slate Ridge Blvd. I have been a resident of Reynoldsburg for 36 years. I also worked for Wallick communities for 30 years. Today I am speaking as a resident of Reynoldsburg. When this property was brought to my attention over a year ago, I went to our board, went to our founders and said, this is the perfect place for a great community for us to invest in. So, the one thing I would like to say, this community would be one mile north of where I live. I would be more than happy to have it in front of my house. The comments that have been made about this being a subsidized community, it is not. That is kinda a misnomer. It is a tax credit community. It is more for individuals that may be on a fixed income. From my knowledge, I actually operate the senior living operations for Wallick communities, I operate the assisted living communities, 40% of our population is on fixed incomes. We need to provide good quality housing for seniors. This community, the assisted living community, what we are trying to do with this area, basically green tree soccer areas where I coached by kids 30 years ago. This land sat vacant for 50 something years. This is a perfect use for this community. That is all I have to say.

Council President Joseph: Thank you very much. Well, we are well past our time here. Additional opportunity to comment on this proposal at the Planning Commission hearing March 2nd, and at the March 13th Service Committee meeting. I will move this on to the Planning Commission for the hearing on March 2, 2017.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 3/2/2017 6:00 PM
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Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

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MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

President Doug Joseph called the meeting to order at 7:54 PM

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

ABSENT:

Public Hearing

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 1131 DEFINITIONS. --- Clemens. Service Committee.

Mr. Snowden: President Joseph and other Members of Council, with your permission I would like to address these three items. As we discussed last time, Item a. is an ordinance that amends the definition of our code. The purpose of this is to keep the definitions that are used in the code consistent with the definitions that are used in 160, which defines our city staff and how the city government is organized.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 3/2/2017 6:00 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1161.02 SPECIAL PURPOSE DISTRICTS OF CHAPTER 1161 ZONING DISTRICTS; SECTION 1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS OF CHAPTER 1183 PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT; AND AMENDING THE TITLES OF CHAPTER 1184 PLANNED COMMERCIAL DEVELOPMENT; CHAPTER 1192 F-1 FLOOD PLAIN OVERLAY DISTRICT; CHAPTER 1193 "HD" HISTORIC OVERLAY DISTRICT; AND CHAPTER 1196 COMMUNITY COMMERCIAL OVERLAY. --- Clemens. Service Committee.

Mr. Snowden: Item b. Looks a lot more complicated than it is. It is an ordinance which standardizes how the title will read at the top of each section of the zoning code that are referenced in that place. Basically, there was some inconsistency in the terms of the numbers being used or whether the word district was at the end. So I am proposing that they all should be the same. The reason they were inconsistent is because those ordinances have been passed at different times over the years.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 3/2/2017 6:00 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1181.06 GENERAL SIGN REGULATIONS OF CHAPTER 1181 SIGNS AND GRAPHICS. --- Clemens. Service Committee.

Mr. Snowden: Item c. is amending a section of the General Sign Code, to remove a reference to a portion of the Code that requires signs to be built to a certain strength requirement. That dates

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to a time where signs were not covered by the State Building Code. As a certified building department, our building department is required to review that in compliance with the State's code, and the State's requirements are much more stringent than the basic requirement that was given here some years ago. The purpose of that is to stop signs from falling over by being built to a sufficient strength. In this case, it's redundant. I hope I did not confuse anybody. I would be happy to answer any questions on these three items.

Council President Joseph: Any questions on these three items? Anyone from the audience have any comment on these items? Seeing none, we will move all three of these items on to the Planning Commission meeting on March 2, 2017.

RESULT:	REFERRED TO BOARD/COMMISSION	Next: 3/2/2017 6:00 PM
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Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

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MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
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President Doug Joseph called the meeting to order at 8:30 PM

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

ABSENT:

Approval of Agenda
Public Hearing

8-17

RESOLUTION TO APPROVE SPECIAL EXCEPTION USE PERMIT - (1391 BRICE ROAD; PROPOSED USE – AUTO SALES); APPLICANT, BRANDON IVERY.

Mr. Snowden: Council President Joseph and other Members of Council, this was an application that was reviewed at the last meeting of the Board of Zoning and Building Appeals. 1391 Brice Road - Capital City Car Sales, LLC - Special Exception Use Permit. Application: #175691 - Special Exception Use Permit. Location: Property is located on the west side of Brice Road, south of E. Main Street. Existing Zoning: CC - Community Commerce District / CCO - Community Commercial Overlay District. The request for a special exception use permit for a new auto sales use. Current Use: Vacant. Applicant: Brandon Ivery. This is auto oriented site and it fronts Brice Rd. It is designated as a major arterial according to the thoroughfare plan, and although there are no other auto uses directly abutting this property, there are auto repair and auto sales in the immediate area. It is not inconsistent with the land use pattern. The use, although there will be more vehicles stored at the site, the site was previously used as a contractor's office. Given the number of employees that were employed there versus the current proposed use, this may even case a decrease in traffic. The applicant proposes to utilize the main building, a former residence, as offices, and utilize the existing garage for storage. The applicant does not intend to perform any maintenance work on automobiles on the site, which is not allowed under this special exception use. The applicant has provided an aerial photograph indicating the proposed location of the 10-14 cars they intend to store on the site. The applicant is aware of the regulation of Section 1196.05(c) that prohibits storage of vehicles or other outdoor goods within 25FT of the public ROW, and has indicated compliance with that regulation on their drawing. The applicant is not proposing any additional curb cuts or driveways that would lead to a review of a site plan by our City Engineer or other Staff. The applicant should be advised that the gravel driveway at the extreme southern end of the property appears to be on the neighboring parcel owned by the City of Columbus. Staff cannot require removal of the drive based on this, but recommends the applicant work with their legal team and contact Staff if there are any proposed changes. Council should apply the standards for review of special exceptions contained in Section 1145.09 of the Zoning Code and determine if the proposed special exception complies with those standards. Staff recommends approval of the special expectation use permit application as submitted. The items that the applicant would need to complete provide the Council approves the Special Exception Use by resolution tonight, are listed on page seven of the report under "Next Steps", 1-4. I will complete a six month review of this Special Exception per Chapter 1145 of the Zoning Code. In this case, if Council chose to

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approve the permit at this hearing, they would need to pass a resolution in the next Council meeting per Chapter 1145. Ms. Beggerow has already provided for that on the proposed agenda. With that, I would be happy to answer any questions about this application.

Council President Joseph: Do the applicants have anything to add at this point? Give you name and address for the record please.

Mr. Stevens: North Front St., Columbus.

Mr. Ivery: Poppy Hills Dr., Blacklick.

Councilman Long: My question is for Mr. Snowden. You made a statement, "auto related site." Now this was an active heating and ventilation company in the past. What makes it auto sales related?

Mr. Snowden: It is not auto sales relate. What I mean by that, is that the site is, 1)On a major arterial street, which is designated by our Thoroughfare Plan, has multiple access points within the site. 2)It is accessible only by automobile. It does have a sidewalk in front of it but there are no trails. 3)Although it is not immediately adjacent, there are other auto relate uses in the area. That is what I mean by that. Not that the site itself is specifically configured for auto sales in any particular way.

Mr. Luzader: Do we have any idea how long the site has been empty?

Mr. Snowden: I estimate approximately one year, maybe a little less.

Mr. Ivery: The site went for sale in auction in October. It sat vacant five months prior to that as the heating and cooling company were packing up and relocating. Roughly around a year.

Mr. Skinner: What is the setback that cars have to be off the street.

Mr. Snowden: Since this is part of the CCO, per 1196.05(c), it is 25 FT from the public right-of-way. What that means is that the trail in front of that is included in the public right-of-way.

Mr. Skinner: How many parking spaces will he have 25FT away from the sidewalk.

Mr. Snowden: He has given himself, based on the aerial drawing and my visit to the site, he will have approximately 14 spaces. Now he is double parking the spaces. In this case, that is not terribly uncommon, and it is not necessarily problematic because we are not dealing with a person that is going to come to the site and park and come and go, and can't be blocked in by another vehicle. Mr. Ivery, or his staff will have control of the vehicles. Although the setback is 25FT for vehicles for sale, the regulation does not prevent the employee or customer vehicles there, as long as they are not listed for sale. It specifically states that when a use is conducted such as outdoor sales and auto sales, and does not mean he can not park the vehicles there of the

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

people working at the site. They just can't be the vehicles for sale. He has indicated that on his aerial photograph.

Councilman Cicak: The hedge must remain to block the view?

Mr. Snowden: Correct, I have informed Mr. Ivery when he made his application. That hedge in front of him is required by the zoning code as a parking lot screening. He could not remove that without providing for some other alternative screening. Basically, he would have to work with our team here to find an alternative.

Councilman Cicak: How do you define the mechanical work exclusion.

Mr. Snowden: That is listed in the zoning code because this use is auto sales. There is also a definition in the code for auto repairs. That is a separate special exception. That specifically lists vehicles being disassembled outside of the business, and lists a variety of services being performed. The auto sales section, which Mr. Ivery would be operating under, specifically lists vehicles for sale, lease, or rent. I don't know if you want to ask the applicant specifically what they are proposing. My interpretation of that would be he can detail the vehicles and maybe change a flat tire, but if we are disassembling vehicles, taking them apart, that is a different use and he would have to get a new special exception.

Council President Joseph: Any other questions of the applicant or Mr. Snowden?

Councilman Clemens: Is the adjacent driveway on your property?

Mr. Ivery: No, that is not a part of our property.

Councilman Clemens: Do you have an agreement or a contract to use that?

Mr. Ivery: We have no plans to use that.

Councilman Clemens: Will you be blocking it off so that employees and customers do not use come into that driveway and turn into your business?

Mr. Ivery: We were concerned about a neighboring property. We do not have access or the need to block off. Did that answer your question?

Councilman Clemens: Not really. My question is, do you intend to use that driveway that is not on your property?

Mr. Ivery: No. We are not going to use it. We can block it off as long as we have the authority to block it off.

Mr. Snowden: I think we are misunderstanding the question. On the south side of your property

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

there is a gravel driveway. And, the gravel driveway is actually on the City of Columbus' land, which is in the Staff Report. I don't feel that whether that is blocked off or not will change my position on whether the use is appropriate to the site. My purpose for putting that in the report is to make the applicant and his legal team aware that they could have that issue. Based on my research, thjat is something that has been going on for a number of years. That is not atypical for someone to be accidentally using someone else's property without realizing it.

Councilman Clemens: I was not talking about that. There is a driveway on the north side. Is that driveway on your property?

Councilman Long: Mr. Clemens, I am looking at the drawing from the Franklin County Auditor's site, and that driveway is not on his property. The pavement on your property abuts to the drive of you next door neighbor, there is no green space. Mr. Clemens is concerned that people will come in your neighbors drive and use that to assess your lot.

Mr. Ivery: When the BMV came out to do a site investigation, if it is not on my property, I will have to put a chain fence up to separate that driveway so that it is not accessible.

Council President Joseph: That does not violate any safety codes for emergency vehicles or anything like that?

Mr. Ivery: No Sir, because the entry point is here.

Council President Joseph: Any other questions? Does anyone form the public wish to comment on this item? Seeing no additional comment on this, we will move it onto the Council meeting tonight. It will be Item 12.b. where Council will then consider it.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/13/2017 8:02 PM
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding	

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

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

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

President Doug Joseph called the meeting to order at 8:44 PM

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

ABSENT:

Invocation - Councilman Barth Cotner

Approval of Minutes

a. City Council – Regular Meeting – January 23, 2017

Minutes stand approved.

Approval of Agenda

Agenda stands approved.

Community Comments and Requests
Communications

NOVEMBER AND DECEMBER 2016 AUDITOR'S REPORTS

Budget by Classification and Departmental Budgets for November and December 2016 read into the record.

Reports

Mr. Joseph: I have one report. Every 5 years the City of Reynoldsburg reviews its city Charter and 2012 was the last time we have done this which means 2017, this year, we're required by the City Charter to review our City Charter. So I will be making some comments about how we're going to structure this for this year. The way it works is that Council will approve a list of individuals as recommended by the President of Council for the Charter Review Commission and the goal will be, we're going to be asking anyone that has an interest in serving on the Charter Review Commission or knows someone that would like to serve, that their information be submitted to the Clerk's office by March 27th, 2017 and include a cover letter, resume if they have one and any additional information about why they'd like to be on the Commission. Under the rules, it is a bipartisan commission, there has to be at least 1 Republican, 1 Democrat, 1 Independent, so we are looking at a partisan make up for this commission. The plan will be for the Charter Review Commission to complete their work by May 31, 2017, meaning they'll look at the City Charter, make suggestions to the City Charter and by majority vote, they will approve their recommendations to Council to review. Council will then take the report that the Charter Review Commission submits and we'll have an opportunity to study that for 2 months and basically decide, which items if any that the charter review commission has recommended, for the ballot for November, 2017. That has to be submitted by the first week of August, so July 31, 2017 will be the cut-off for the Council to approve any changes they would like to see on the ballot for the Charter Review Commission for this year. Any questions on this by Council? Again, any citizen can serve on this commission, we will look at partisan make-up, I will be submitting my recommendation to Council by the 27th of March which the Council can then

Minutes Acceptance: Minutes of Feb 13, 2017 8:02 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

approve, change, deny, whatever they want to do there but anyone that would like to submit information to serve would do it through the Clerk's office and we'll be making periodic announcements about this to remind people the dates coming up, particularly if we're short of individuals, we had a little bit of a problem getting an independent 5 years ago. This will be my 3rd Charter Review Commission overview, so its very important that we look and find good people to serve on this Commission so I can my my recommendation to Council by March 27th. Thank you.

Motions

MOTION THAT REYNOLDSBURG CITY COUNCIL DOES HEREBY RE-APPOINT KARA JOSEPH, 9250 HUGGINS LANE, REYNOLDSBURG, TO THE BOARD OF TAX REVIEW FOR A 2 (TWO) YEAR TERM BEGINNING FEBRUARY 13, 2017.

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

MOTION THAT THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR STATEMENTS OF QUALIFICATIONS FOR THE REYNOLDSBURG COMMUNITY CENTER PROJECT. --- Cotner. Finance Committee.

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

LEGISLATION FOR EMERGENCY ADOPTION

3-17

ORDINANCE TO VACATE A 0.231 ACRE EASEMENT LOCATED AT 6960 E. MAIN STREET AND DECLARING AN EMERGENCY. --- Clemens. Service Committee.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Mel Clemens, Ward IV
SECONDER:	Brett Luzader, Ward II
AYES:	Clemens, Cotner, Long, Skinner, Luzader, Spalding
NAYS:	Cicak

4-17

Minutes Acceptance: Minutes of Feb 13, 2017 8:02 PM (Approval of Minutes)

MINUTES REGULAR MEETING
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ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "MASTER AGREEMENT" WITH CONSTELLATION NEWENERGY INC., TO PROVIDE FULL REQUIREMENTS RETAIL ELECTRIC ENERGY SUPPLY AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. (FIRST READING 1/23/2017). --- Cotner. Finance Committee.

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

5-17

ORDINANCE AUTHORIZING THE REYNOLDSBURG DIVISION OF POLICE TO APPLY FOR AND ACCEPT THE US DEPARTMENT OF JUSTICE; OFFICE OF JUSTICE PROGRAMS; BUREAU OF JUSTICE ASSISTANCE GRANT AND DECLARING AN EMERGENCY. (FIRST READING 1/23/2017). --- Cotner. Finance Committee.

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

6-17

A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS; AND DECLARING AN EMERGENCY. (FIRST READING 1/23/2017). --- Cotner. Finance Committee.

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

LEGISLATION REQUIRING ONE READING

7-17

ORDINANCE AUTHORIZING CONTRACT BEGINNING MARCH, 2017, AND ENDING DECEMBER, 2018, TO MAINTAIN MAIN STREET CORRIDOR REVITALIZATION LANDSCAPING.

Minutes Acceptance: Minutes of Feb 13, 2017 8:02 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

Mr. Sampson: This contract is to maintain the landscaping on Main Street for 2017-2018. We received 2 bids, one was from Ameriscape for \$99,400.00, the other bid from Kirkbride for \$119,600.00. We're recommending that Kirkbride be awarded the contract.

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

8-17

RESOLUTION TO APPROVE SPECIAL EXCEPTION USE PERMIT - (1391 BRICE ROAD; PROPOSED USE – AUTO SALES); APPLICANT, BRANDON IVERY.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dan Skinner, At Large
SECONDER:	Stephen Cicak, Ward I
AYES:	Cotner, Long, Skinner, Cicak, Luzader, Spalding
NAYS:	Clemens

LEGISLATION FOR FIRST READING

AMENDMENT TO CHAPTER 741 --- Long. Safety Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 2/27/2017 7:31 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1171.06 ACCESSORY USE; ACCESSORY STRUCTURES OF CHAPTER 1171 GENERAL REQUIREMENTS. --- Clemens. Service Committee.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 3/13/2017 7:30 PM
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ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1127.12 OF THE SUBDIVISION REGULATIONS.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 3/13/2017 7:30 PM
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ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT TO APPLY FOR AND ACCEPT THE COMMUNITY DEVELOPMENT GRANT THROUGH RECYCLE OHIO, OHIO ENVIRONMENTAL PROTECTION AGENCY. --- Cotner. Finance Committee.

Minutes Acceptance: Minutes of Feb 13, 2017 8:02 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

RESULT: **REFERRED TO COMMITTEE** **Next: 2/27/2017 7:45 PM**

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

RESULT: **REFERRED TO COMMITTEE** **Next: 2/27/2017 7:45 PM**

ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR COPIER FOR POLICE DEPARTMENT. --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 2/27/2017 7:45 PM**

ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO POLICE CRUISERS AND RELATED EQUIPMENT FOR REYNOLDSBURG POLICE DEPARTMENT --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 2/27/2017 7:45 PM**

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - COMPUTER SERVICES. --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 2/27/2017 7:45 PM**

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. -POLICE DEPARTMENT. --- Cotner. Finance Committee.

RESULT: **REFERRED TO COMMITTEE** **Next: 2/27/2017 7:45 PM**

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

Minutes Acceptance: Minutes of Feb 13, 2017 8:02 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
February 13, 2017

RESULT:	REFERRED TO COMMITTEE	Next: 2/27/2017 7:45 PM
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LEGISLATION FOR SECOND READING

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. (FIRST READING 1/23/2017). --- Clemens. Service Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 2/27/2017 7:33 PM
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ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE LBRANDS FOUNDATION. (FIRST READING 1/23/2017). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 2/27/2017 7:45 PM
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Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Feb 13, 2017 8:02 PM (Approval of Minutes)

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

DATE: February 27, 2017**TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING JANUARY 2017**

I am submitting monies collected from the courts held on 1/5, 1/12, 1/19, and 1/26. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 18,355.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 12,954.00
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Sub-Total (To General Revenue Fund)		\$ 31,309.00
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Computerization Needs Fund	(#211.4510)	\$ 2,360.00
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Enforcement & Education Fund	(#293.4616)	\$ 75.00
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Sub-Total		\$ 2,435.00
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Total Amount Submitted		\$ 33,744.00
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Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

MOTION REQUEST

DATE: February 27, 2017

TO: Finance Committee

RE: Motion that the Reynoldsburg City Council does hereby approve the Mayor's appointment of Jodelle D'Amico to the Reynoldsburg Civil Service Commission to serve the unexpired term vacated by Robert M. Sanders, term expiring January 14, 2020.

Requesting City Council approve the Mayor appointment of Jodelle D'Amico to serve on the Civil Service Commission for the unexpired term ending January 14, 2020.

Bio is attached.

JODELLE M. D'AMICO

340 Deer Trail Road
Reynoldsburg, Ohio 43068

PROFILE

Licensed attorney in the State of Ohio since 1983. Solo law practitioner in Reynoldsburg since 1986. Resident of Reynoldsburg, Ohio since 1993. Member of the Ohio State Bar Association and Columbus Bar Association.

EXPERIENCE

1986 to Present – Attorney in private practice, Reynoldsburg, Ohio. Business address: 7110 E. Livingston Avenue, Reynoldsburg, Ohio 43068. In addition to my private law practice, I served as a Special Counsel to former City Attorney William Underwood prosecuting criminal cases in Reynoldsburg Mayor's Court and Franklin County Municipal Court and collecting delinquent City income taxes until the City contracted with RITA for tax filing and collection.

1985 to 1986 – Associate with Kemp Schaefer and Rowe, Columbus, Ohio

1983 to 1984 – Associate with Sigall and Zingarelli, Columbus, Ohio

EDUCATION

1980 - Bachelor of Arts, Miami University, Oxford, Ohio

1983 – J.D. Capital University Law School, Columbus, Ohio

City Auditor's Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****ORDINANCE REQUEST****DATE:** **February 27, 2017****TO:** **Finance Committee**

RE: ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF
 DECEMBER 31, 2016 IN VARIOUS POLICE SPECIAL REVENUE FUNDS; AND
 PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2017 BE
 ACCEPTED; AND DECLARING AN EMERGENCY. (First Reading 2/13/2017).

Emergency/Suspension: Emergency

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

Law Enforcement fund:

290.111.5529 49,507.51 Miscellaneous Distributions

290.111.5921 13,066.54 Immobilization Expenses

Drug Enforcement Fund:

291.111.5529 42,874.63 Miscellaneous Distributions

Safety Belt Program Fund

292.111.5529 4,376.00 Miscellaneous Distributions

DUI/Education Enforcement Fund

293.111.5529 9,480.94 Miscellaneous Distributions

Federal Forfeiture Fund

294.111.5529 84,908.03 Miscellaneous Distributions

Law Enforcement Asst. Fund

295.111.5529 21,729.50 Miscellaneous Distributions

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

ORDINANCE REQUEST

DATE: February 27, 2017

TO: City Council

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

Emergency/Suspension: Emergency

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

Statement of necessity: So that construction can begin as soon as possible in order to be completed this year.

Item comes to Council via Charter Section 8.04 (b).

This legislation will authorize the Mayor to enter into contract with Columbus Asphalt Paving, Inc. (1196 Technology Drive Gahanna, Ohio 43230) for construction of the 2017 Street Program and makes the following appropriations:

\$300,000. From the unappropriated Permissive Tax Fund	(230) to 230.000.0159.5651
\$ 88,000. From the unappropriated Street Fund	(260) to 260.000.0159.5651
\$147,000. From the unappropriated Storm Water Fund	(740) to 740.000.0159.5623

Please see the attached memo for additional information.

Keith Kundtz

Street/Storm Water Superintendent

CITY OF REYNOLDSBURG

7806 EAST MAIN STREET

REYNOLDSBURG, OHIO 43068

(614)322-5800 voice

(614)575-4582 fax

KKUNDTZ@ci.reynoldsburg.oh.us

MEMORANDUM

Date: 2/16/2017**TO:** Reynoldsburg City Council**RE:** 2017 Street Program Contract Authorization and Appropriations

Bids for the 2017 Street Program were opened on February 3, 2017. This legislation will authorize the Mayor to enter into contract with Columbus Asphalt Paving, Inc. (1196 Technology Drive Gahanna, Ohio 43230) as they were the lowest and best bidder. The bid tabulation is attached for your review. The portions of the program are as follows:

Construction	\$438,564.00
Construction Contingency (10%)	\$ 44,000.00
<u>Construction Management and Inspection (EMH&T)</u>	<u>\$ 48,319.00</u>
TOTAL	\$530,883.00

This covers the resurfacing and curb replacement for the following street:

- Cantwell Court
- Brantwood Court
- Flaxton Court
- Pembroke Drive
- Critwell Court
- Grandley Court



Engineers, Surveyors, Planners, Scientists

MEMO

Date: February 8, 2017
To: Keith Kundtz, City of Reynoldsburg
From: Ryan Andrews
Subject: 2017 Street Maintenance Program
Copies: Bill Sampson, City of Reynoldsburg

We reviewed the bids received by the City on February 3, 2017 for the 2017 Street Maintenance program and believe that the low bidder, Columbus Asphalt Paving, Inc. is qualified to perform this work. Based on the bid, we recommend that the appropriate a construction phase budget of:

<u>Description</u>	<u>Cost</u>
Construction (Columbus Asphalt Paving Bid):	\$438,564.00
Construction Contingency (10%):	\$ 44,000.00
<u>Construction Management and Inspection (EMH&T Proposal):</u>	<u>\$ 48,319.00</u>
TOTAL	\$530,883.00

An award recommendation letter from EMH&T, official bid tabulation, Notice of Award, and inspection proposal are attached to this memo. Please review these documents and let me know if you have any questions.

Once Council has approved the funding, please have the Mayor sign and return the Notice of Award to me. Once I receive that, I will make the conformed contracts, schedule a preconstruction meeting, and coordinate with the contractor and City on signing the contracts.



February 8, 2017

Mr. William J. Sampson, LEED Green Associate
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: 2017 Street Maintenance Program

Dear Mr. Sampson,

We have completed our analysis of the bids received on February 3, 2017 for the 2017 Street Maintenance Program. Based on our review of the public bid results, we recommend that the contract be awarded to Columbus Asphalt Paving, Inc. for the amount of \$438,564.00 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

Please review the enclosed information. Once City Council authorizes this project for construction, we will prepare conformed copies of the contract documents and forward them to the selected Contractor for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Ryan M. Andrews, PE

Copy: Keith Kundtz, Street Superintendent

Attachments:

Bid Tabulation
Notice of Award of Contract

CITY OF REYNOLDSBURG, OHIO

2017 Street Maintenance Program

EMH&T JN: 2016-1322

Bids Received: January 3, 2017

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Columbus Asphalt Paving, Inc. 1196 Technology Drive Gahanna, Ohio 43230		Strawser Paving Co. Inc. 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension
BASE BID												
1	203*	Excavation & Granular Replacement with Item 304 Limestone, D=6"	190	S.Y.	\$17.00	\$3,230.00	\$11.25	\$2,137.50	\$22.00	\$4,180.00	\$19.73	\$3,748.70
2	253*	Residential Full Depth Pavement Repair (Spot)	190	S.Y.	\$60.00	\$11,400.00	\$60.00	\$11,400.00	\$71.00	\$13,490.00	\$90.00	\$17,100.00
3	254	Planing, to Concrete Base	9,450	S.Y.	\$2.00	\$18,900.00	\$2.75	\$25,987.50	\$2.85	\$26,932.50	\$3.01	\$28,444.50
4	407	Tack Coat (0.1Gal/SY)	945	Gal	\$2.50	\$2,362.50	\$4.60	\$4,347.00	\$2.50	\$2,362.50	\$2.50	\$2,362.50
5	448	Asphalt Concrete, Surface Course (Medium Traffic), 1.5", PG 64-22	811	Tons	\$82.00	\$66,502.00	\$82.00	\$66,502.00	\$91.00	\$73,801.00	\$90.88	\$73,703.68
6	448	Asphalt Concrete, Leveling Course (Medium Traffic), 1.0"+/-, PG 64-22	542	Tons	\$82.00	\$44,444.00	\$81.00	\$43,902.00	\$91.00	\$49,322.00	\$90.88	\$49,256.96
7	608	Detectable Warning System, 2' x 4' (Per City of Columbus 1551, Type E, Red in Color)	8	E.A.	\$150.00	\$1,200.00	\$130.00	\$1,040.00	\$165.00	\$1,320.00	\$425.50	\$3,404.00
8	608	Remove & Replace Concrete Curb Ramps & Sidewalk (Per R-10C)	1,200	S.F.	\$10.00	\$12,000.00	\$9.00	\$10,800.00	\$9.00	\$10,800.00	\$9.15	\$10,980.00
9	609	Remove and Replace Concrete Curb & Gutter (Continuous, Per R-5)	3,950	L.F.	\$25.00	\$98,750.00	\$24.00	\$94,800.00	\$24.00	\$94,800.00	\$21.89	\$86,465.50
10	609	Remove and Replace Concrete Curb & Gutter (Spot, Per R-6)	1,800	L.F.	\$38.00	\$68,400.00	\$29.00	\$52,200.00	\$30.00	\$54,000.00	\$31.55	\$56,790.00
11	644	Crosswalks, 12" White	375	L.F.	\$2.25	\$843.75	\$6.00	\$2,250.00	\$5.25	\$1,968.75	\$5.15	\$1,931.25
12	644	Stop Bars, 24" White	82	L.F.	\$6.00	\$492.00	\$11.50	\$943.00	\$9.60	\$787.20	\$9.45	\$774.90
13	SS-1510	SAMI Seal	9,450	S.Y.	\$3.00	\$28,350.00	\$2.70	\$25,515.00	\$2.90	\$27,405.00	\$2.86	\$27,027.00
Contingency Items ~ As Directed By The Engineer												
14	253*	Arterial Full Depth Pavement Repair (Spot), Including Type 1-H Surface Course, PG 70-22M	550	S.Y.	\$77.00	\$42,350.00	\$74.00	\$40,700.00	\$136.00	\$74,800.00	\$140.00	\$77,000.00
15	452*	Partial Concrete Drive Apron Removal and Replacement (Residential, T=6-in), Class MS	650	S.Y.	\$70.00	\$45,500.00	\$75.00	\$48,750.00	\$68.00	\$44,200.00	\$72.90	\$47,385.00
16	604*	Curb and Gutter Inlet, Adjusted to Grade	5	E.A.	\$200.00	\$1,000.00	\$170.00	\$850.00	\$250.00	\$1,250.00	\$200.00	\$1,000.00
17	604*	Curb and Gutter Inlet, Reconstructed to Grade	5	E.A.	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$750.00	\$3,750.00	\$800.00	\$4,000.00
18	604*	Manhole, Adjusted to Grade	5	E.A.	\$175.00	\$875.00	\$311.00	\$1,555.00	\$100.00	\$500.00	\$250.00	\$1,250.00
19	807*	Water Valve or Service Box, Adjusted to Grade	5	E.A.	\$125.00	\$625.00	\$105.00	\$525.00	\$130.00	\$650.00	\$150.00	\$750.00
20	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	200	S.Y.	\$15.00	\$3,000.00	\$6.80	\$1,360.00	\$25.00	\$5,000.00	\$5.00	\$1,000.00
*Contingency Items												
BIDDER'S TOTAL FOR BASE BID =					\$452,724.25		\$438,564.00		\$491,318.95		\$494,373.99	
CORRECTED BIDDER'S TOTAL FOR BASE BID =					NA		NA		NA		NA	
A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder												
B Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder												

BY:


Ryan M. Andrews, P.E.
Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054



_____, 2017

Sent by Regular US Mail

Surety:

Ohio Farmers Insurance Company

1 Park Circle

Westfield Center, Ohio 44251

Surety Agent:

Grubers' Columbus Agency Inc.

3040 Riverside Drive #104

Columbus, Ohio 43221

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, (Contractor) has been awarded a contract for **2017 Street Maintenance Program** in the amount of \$438,564.00 by the City of Reynoldsburg.

Thank you,

By _____

Name/Title: Brad McCloud, Mayor

Attachment: 2017 Streets-Post Bid Documents (1677 : 2017 Street Program Contract Authorization and Appropriation)



February 8, 2017

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

**Subject: 2017 Street Maintenance Program
 Proposal for Construction Phase Engineering Services**

Dear Mr. Sampson:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Street Maintenance Program. The City received bids for this improvement on February 3, 2017 and Columbus Asphalt Paving, Inc. is the apparent low bidder with a total projected contract amount of \$438,564. The construction duration for the project is 90 calendar days, and is anticipated to commence in March, 2017.

SCOPE OF SERVICES

EMH&T will provide construction phase engineering services for the above referenced improvements to include the following tasks:

1. Construction Management/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting minutes for the City and attendees
 - ii. EMH&T will prepare detailed meeting minutes to document discussion.
- b. Prior to construction, EMH&T will prepare a pre-construction video to record and photo document pre-existing conditions.
- c. Conduct bi-weekly Progress Meetings (or as otherwise directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
 - i. EMH&T will provide for the meeting the following:
 - Meeting agenda
 - Sign-in sheet
 - Meeting minutes for the City and attendees

- d. EMH&T will have weekly meetings with the Contractor onsite to discuss their work plan for the current week and any changes or items which need to be addressed. EMH&T will coordinate with the City's Service Director on the status and content of these discussions.
 - e. Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the City for review and comment.
 - i. Review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the contract documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor
 - ii. Make recommendation to the Owner for time extension requests from the Contractor
 - iii. Require the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements
 - iv. Provide guidance to help minimize delays and regain time lost due to delays
 - f. EMH&T's project representative will provide a point of contact for residents, businesses, and traveling public. The representative will walk the project corridor prior to construction to introduce themselves and provide contact information to the businesses. EMH&T will coordinate these discussions with the City's Service Director.
 - g. EMH&T will maintain logs of quantities and prepare/generate pay documentation for City and contractor.
 - i. Maintain a log of quantities for payment.
 - ii. Generate monthly and final pay estimates.
 - iii. Review Contractor's claims and address whether or not Contractor's requests for additional compensation are justified.
 - iv. Generate change orders and process the change orders for Contractor and City.
 - v. Maintain a record of the work performed to include correspondence and daily observation reports.
 - h. EMH&T will conduct final project walk through with the City and generate a punchlist.
 - i. Prepare punchlists for work performed not in accordance with the contract documents.
 - ii. Reassess punchlists until work is completed in accordance with the contract documents
 - iii. Submit a recommendation for acceptance of the project.
 - i. Prepare a 1-Year warranty punchlist and coordinate with the Contractor to address required warranty work. EMH&T will coordinate with the City prior to conducting the 1-Year warranty review to allow the City to provide input and participate in warranty review.
2. Records/Document Control:
- a. Copies of the correspondence, change orders and pay estimates will be made available for the City Service Director to review in a manner to be determined by the City.

- b. EMH&T will coordinate with the City to provide the following information for the City's review and retention:
 - i. Observation Reports
 - ii. Submittals
 - iii. Meeting Agendas, Sign In Sheets, and Minutes
 - iv. Material Testing Results
 - v. Project Schedule

3. Design Consultation During Construction:

- a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
 - i. Review submittals and shop drawings for conformance with the plans and specifications
 - ii. Provide to the City those submittals requiring specific comments such as MOT plans and resident/business notifications. EMH&T will meet with the Service Department to discuss these specific submittals and coordinate the comments/approval, as necessary.
 - iii. Copies of the shop drawings and submittals will be made available for the City.
- b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.

4. Resident Project Representation:

- a. Provide on-site construction observation during the contract duration as required.
- b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
- c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log
- d. Copies of the daily observation reports will be made available for the City Service Director to review in a manner to be determined by the City and after the 1-Year warranty
- e. Monitor completed work and provide the City a recommendation for acceptance.
- f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
- g. Reassess punchlist items until the work is completed in accordance with the contract documents.
- h. Perform a 1-year warranty review.

5. Material Testing:

- a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
- b. Nuclear density testing of the upper 3 feet of soil and/or granular storm and sewer trench backfill.

- c. Observe a proofroll of prepared roadway subgrade soils.
- d. Observe a proofroll of prepared roadway aggregate base.
- e. Nuclear density testing of roadway aggregate base.
- f. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- g. Prepare and test concrete compressive strength cylinders.
- h. Copies of the material testing reports will be made available for the City Service Director to review in a manner to be determined by the City.

EXCLUSIONS:

EMH&T shall not be responsible for:

- a. Contractor's means, methods, procedure, or safety precautions.
- b. Construction layout staking will be performed by the Contractor.
- c. GIS website updates and mapping services.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 90 days.

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 forty eight thousand three hundred nineteen dollars and no cents (\$48,319.00) 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

2017 Street Maintenance Program	
Description of Service/Task	Fee
Construction Management/Contract Administration	\$18,250.00
Resident/Standby Representation	\$25,050.00
EMH&T Labor Fee	\$43,300.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$5,019.00
PROJECT TOTAL FEE	\$48,319.00

2017 Street Maintenance Program
City of Reynoldsburg

Page 5 of 5

If this description and estimated fee meet with your approval, please authorize with your signature below.
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

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

Attachment: 2017 Streets-Post Bid Documents (1677 : 2017 Street Program Contract Authorization and Appropriation)

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

DATE: **February 27, 2017****TO:****RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT FOR CONSTRUCTION
ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE
2017 STREET PROGRAM; APPROPRIATING FUNDS; AND
DECLARING AN EMERGENCY

Emergency/Suspension: Emergency

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

Statement of necessity: So that construction can begin as soon as possible in order to be completed this year.

See Supporting materials for 2017 Street Program Authorization for details on inspection/testing services to be provided by EMH&T.

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

DATE: February 27, 2017**TO: Safety Committee****RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT FOR 2017 FIREWORKS DISPLAY.**

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

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

REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Reynoldsburg

Pyrotecnico

By _____,

By _____

Bradley L. McCloud, Mayor

Print Name _____

Date _____

Date _____

Witness

Witness

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

James E. Hood
Reynoldsburg City Attorney

FISCAL OFFICER'S CERTIFICATION

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

City of Reynoldsburg

Richard Harris, Auditor

Attachment: Fireworks Contract 2017 (1670 : 2017 Fireworks Contract)

Planning Commission

Eric Snowden
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6829 Phone

ORDINANCE REQUEST

DATE: February 27, 2017

TO:

RE: ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE
NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY
AMENDED - 137 Waggoner Road, Reynoldsburg, Ohio, from R-1
Single Family Residence District to PCD Planned Commercial
Development District, Applicant, United Dairy Farmers.

Application for a zoning district change.



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

Application #: 176280

Permit #:

Date Submitted: 4/17/17

Fee Amount: \$100.00

☒ Paid: 000563264

PLANNING COMMISSION APPLICATION

II. PROPERTY INFORMATION

Property Address:

137 South Waggoner Road & 7619 E. Broad Street

Description of Location:

Southwest corner of Broad Street & Waggoner Road

Parcel ID(s):

067-000068-00, 067-000073-00, 067-000009-00

Number of

Lots: 3

Present Zoning:

R-1

Present Use:

Residential & Undeveloped

Complete Where Applicable:

Engineer/Surveyor: CESO, Inc

Builder: _____

FOR DISTRICT AMENDMENT ONLY

Proposed Zoning:

(CPD) Commercial Planned Development

Size of Area to be Rezoned:

6.424 acres

Existing Structures:

residential structure 468 square feet

residential structure 1831 square feet

Proposed Use:

United Dairy Farmers C-Store and Gas Pumps

III. PROPERTY OWNER OF RECORD

Property Owner Name(s):

Robert G Peatross
Meadowood Asset Management, LLC

Property Owner Address(s):

137 South Waggoner Road Reynoldsburg, OH 43068
200 Public Sq STE 4020 Cleveland, OH 44114

IV. APPLICANT INFORMATION

Applicant Name:

United Dairy Farmers

Applicant Address:

3955 Montgomery Road Cincinnati OH 45212

Applicant Phone Number:

513-396-8744

Applicant Email:

tkling@udfinc.com

I. PROJECT TYPE



District Amendment (Rezoning)

(\$750 Residential plus \$50 per lot/\$1,000
Non-Residential)



**Amendment of
Development Plan or Text**
(\$500)



Major Site Plan
(\$500)

Applicant Signature: Timothy

DIRECTOR OF REAL ESTATE

Date: 12.29.16

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:

Zoning Information

- ☐ Historic District
☐ CC Overlay

Add'l Approvals Req'd

- ☐ DRB
☐ BZBA

Planning Com. Meeting

- Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting

- Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Admin.: _____ Date: _____

Clerk of Council: _____ Date: _____

REZONING TEXT

SOUTHWEST CORNER OF WAGGONER ROAD AND EAST BROAD STREET

FROM R-1 TO CPD

January 21, 2017

A. Location and Size

1. The property is located at the southwest corner of Waggoner Road and East Broad Street.
2. The total property area is approximately 6.42 acres.
3. The rezoning area consists of Parcel ID numbers 067-000068-00, 067-000073-00, and 067-000009-00.

B. Permitted Uses & Special Exceptions

1. Those uses listed as permitted in Reynoldsburg City Zoning Code Chapter 1175.01, Community Service District shall be permitted uses.
2. Those used listed as special exceptions, in Reynoldsburg City Zoning Code Chapter 1175.01, Community Service District shall be special exceptions.

C. Height Limitations

1. The maximum height of structures shall be as set forth in Reynoldsburg City Zoning Code Chapter 1175.05 for the CS – Community Service District.

D. Setbacks

1. The setbacks for buildings and parking shall be as follows:
 - a. East Broad Street – Parking 15 Feet, Building 40 Feet
 - b. Waggoner Road – Parking 15 Feet, Building 40 Feet
 - c. Western Property Line – Parking 15 Feet, Building 60 Feet
 - d. Southern Property Line – Parking 15 Feet, Building 60 Feet
2. Accessory structure (canopy)
 - a. East Broad Street – 40 Feet
 - b. Waggoner Road – 40 Feet
 - c. Western Property Line – 60 Feet
 - d. Southern Property Line – 60 Feet

E. Landscaping

1. Landscaping shall be as set forth in Chapter 1180 of the Zoning Code.

F. Lighting

1. All parking lot lighting shall comply with the requirements of Chapter 1182 of the Zoning Code with the following exceptions.
 - a. The maximum level of lighting may exceed 3 footcandles (FC) in areas needed for safety of moving vehicles such as those areas around the fueling canopy.

G. Parking and Loading

1. Parking and loading requirements shall be as set forth in Chapter 1179 of the Zoning Code.

H. Access /Curbcuts

1. Site access and curbcuts for Waggoner Road shall be as approved by the City Engineer.
2. Site access and curbcuts for East Broad Street shall be as approved by the City of Columbus.

I. Waste and Refuse

1. All waste, refuse, and recycling shall be containerized and screened from view in a manner consistent with Chapter 1180 of the Zoning Code.

J. Signage

1. Signage shall be compliant with the Chapter 1181 of the Zoning Code.
2. The Design Review Board may approve additional signage in a manner consistent with comprehensive sign plan review.

K. Architecture

1. All roof-top mechanicals shall be reasonably screened from ground level view adjacent to the building being served.
2. All buildings shall be constructed with the same level of finish on any side that is visible from a roadway. No plain concrete block shall be permitted.
3. All buildings shall have a gabled or hipped roof, a sloped roof that exceeds a 4-12 pitch or a flat roof with a perimeter parapet.

**ADJACENT PROPERTY OWNERS INFORMATION
UNITED DAIRY FARMERS PLANNING COMMISSION APPLICATION
SOUTHWEST CORNER OF EAST BROAD STREET AND WAGGONER ROAD**

170-000036

Donald & Jacqueline Manson
7539 East Broad Street
Blacklick, OH 43004-9703

Lot 8 Deerfield Estates – 7692 Deer Park Way

067-000017

Lawrence W Clemens IV
214 Flint Ridge Drive
Columbus, OH 43230

Tax Bill: US Bank Home Mortgage
6053 S. Fashion Square Dr STE 99
Salt Lake City, UT 84107-5439

Lot 9 Deerfield Estates – 7680 Deer Park Way

067-000018

Tom Battin
7680 Deer Park Way
Reynoldsburg, OH 43068

Tax Bill: Corelogic
2500 Westfield Dr STE 120
Elgin, IL 60124-7836

Lot 9 Rear Deerfield Estates – 7680 Deer Park Way Rear

067-000067

Columbia Gas of Ohio, Inc
200 Civic Center Drive
815 Walton Parkway
New Albany, OH 43054-8233

Lot 10 Deerfield Estates – 7666 Deer Park Way

067-000019

David & Mardel Ramey
76 Deer Park Way
Reynoldsburg, OH 43068

Tax Bill: Chase Home Finance, LLC
1500 Solana Blvd Bldg 1
Roanoke TX 76262-1720

Lot 11 Deerfield Estates – 7654 Deer Park Way
 067-000020
 Ann & Thomas Gaus
 7654 Deer Park Way
 Reynoldsburg, OH 43068

Lot 12 Deerfield Estates – 7636 Deer Park Way
 067-000021
 Amadio Comoretto & Caterina Comoretto
 7636 Deer Park Way
 Reynoldsburg, OH 43068

Lot 13 Deerfield Estates – 7620 Deer Park Way
 067-000022
 Catherine Hall & Rita Smith
 7620 Deer Park Way
 Reynoldsburg, OH 43068

Lot 14 Deerfield Estates – 7600 Deer Park Way
 067-000023
 Robin Baumgardner-Miller & Douglas Baumgardner
 7600 Deer Park Way
 Reynoldsburg, OH 43068

Tax Bill: US Bank Home Mortgage
 6053 S Fashion Square Dr STE 99
 Salt Lake City, UT 84107-5439

Shoppes of East Broad – 8097 East Broad Street
 067-000069
 DN – Reynoldsburg, LLC
 6610 Chatsworth Street NW
 Canton, OH 44718-3849

Meijer Stores – 8000 & 7930 East Broad Street
 515-254556
 Meijer Stores LP
 2929 Walker Avenue NW
 Grand Rapids, MI 49544-6402

Tax Bill: Attn: Property Tax Dept

Walgreen's – 7900 East Broad Street
515-258120
7900 E Broad, LLC
71 South Wacker Drive #2760
Chicago, IL 60606-4666

Speedway – 7860 East Broad Street
515-258140
Speedway SuperAmerica, LLC
539 S. Main Street
Findlay, OH 45840-3229

Grace Brethren Church – 7550 East Broad Street
440-292479
East Side Grace Brethren Church
1401 Kings Highway
Winona Lake, IN 46590-1520

January 5, 2017

**6.4244 Acre Parcel
Project No. 752862**

Situated in the State of Ohio, Franklin County, Jefferson Township, and being part of Section 4 (T1, R16) and known as Parcel #067-000068-00, 067-000073-00 and 067-000009-00 and being further bounded and described as follows:

Commencing at the intersection of East Broad Street (SR 16) (width varies) and South Waggoner Road (width varies);

thence **South 09°49'20" West**, along the centerline of South Waggoner Road, a distance of **86.35 feet**;

thence **North 80°10'40" West**, a distance of **40.00 feet** to the intersection of the south right-of-way line of East Broad Street and the west right-of-way line of South Waggoner Road, said intersection also being the **TRUE PLACE OF BEGINNING**;

thence along the west right-of-way line of South Waggoner Road the following 3 calls:

South 09°49'20" West, a distance of **174.80 feet**;

South 74°15'21" West, a distance of **27.71 feet**;

South 09°49'20" West, a distance of **56.91 feet**;

thence **South 80°10'40" East**, continuing along the westerly right-of-way line of South Waggoner Road and an easterly extension thereof, a distance of **63.69 feet**;

thence **South 10°03'00" West**, a distance of **173.88 feet** to the northerly line of Deerfield Estates (Plat Book 33, Page 19);

thence **North 81°14'29" West**, along the northerly line of said Deerfield Estates, a distance of **325.19 feet** to a deflection therein;

thence **North 88°21'50" West**, continuing along the northerly line of Deerfield Estates, a distance of **616.00 feet** to the easterly line of a parcel conveyed to Donald. O. & Jacqueline M. Manson (Parcel # 170-000036-00);

thence **North 10°28'33" East**, along the easterly line of said Manson parcel, a distance of **106.34 feet** to a deflection therein;

thence **North 16°02'27" West**, continuing along the easterly line of said Manson parcel, a distance of **72.70 feet** to the southerly right-of-way of East Broad Street;

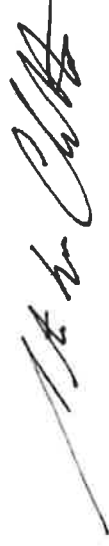
thence along the southerly right-of-way line of East Broad Street the following 3 calls:

North 82°02'02" East, a distance of **86.93 feet**;

North 48°20'35" East, a distance of **72.11 feet**;

North 82°02'02" East, a distance of **839.83 feet** to the **TRUE PLACE OF BEGINNING** and containing **6.4244 acres**, more or less as surveyed and described by Steven W. Clutter, PS-7655, for and on behalf of CESO, Inc. in September 2016.

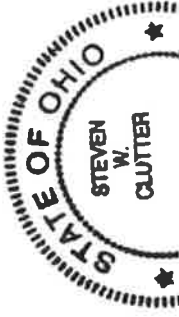
The Basis of Bearings for this survey is NAD 83 (2011), OHIO SOUTH.



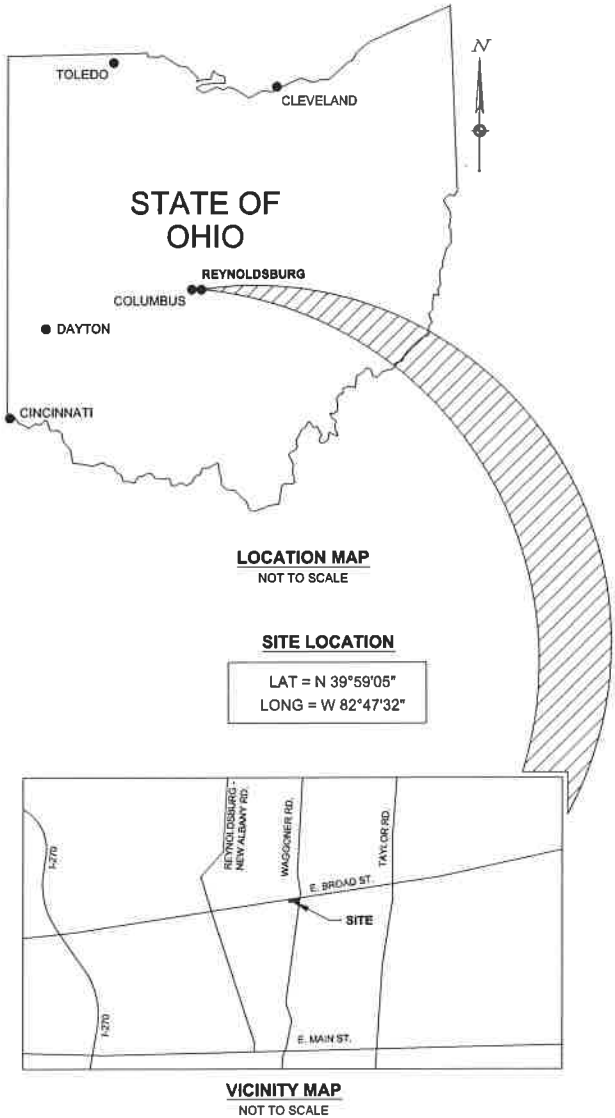
Steven W. Clutter, Ohio P.S. #7655
CESO, Inc.
395 Springside Drive, Akron, OH 44333 (330) 665-0660

01/05/2017

Date



UNITED DAIRY FARMERS FUELING STATION & CONVENIENCE STORE REYNOLDSBURG, FRANKLIN COUNTY, OHIO ZONING PLANS



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
Z1.0	COVER SHEET
Z2.0	SITE PLAN
Z3.0	GRADING AND UTILITY PLAN
Z4.0	SANITARY MAIN EXTENSION PLAN
SURVEY	
1 OF 1	EXISTING CONDITIONS SURVEY
LANDSCAPE	
L1.01	TREE PRESERVATION & REMOVAL PLAN
L1.02	TREE PRESERVATION & REMOVAL PLAN
L2.01	PLANTING PLAN - EAST
L2.02	PLANTING PLAN - WEST

PROPERTY DATA:

PARCEL OWNER:	UNITED DAIRY FARMERS, INC.	PROPOSED USE:	FUELING STATION & CONVENIENCE STORE
PARCEL ID:	067-000009-00 067-000068-00 067-000073-00	FLOODPLAIN DESIGNATION:	THE SUBJECT PARCEL IS LOCATED WITHIN "ZONE X" (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY-PANEL NUMBER 39049C0356K, EFFECTIVE DATE: JUNE 17, 2008; PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
ADDRESS:	E. BROAD ST. & S. WAGGONER RD. REYNOLDSBURG, OHIO 43068		
PROPERTY AREA:	6.43 AC. (280,090 SF)		
ZONING:	CPD - COMMERCIAL PLANNED DEVELOPMENT		
ADJACENT ZONING:	NORTH: CITY OF COLUMBUS - COMMERCIAL SOUTH: UN-ZONED RESIDENTIAL EAST: CS - COMMUNITY SERVICES WEST: JEFFERSON TWP - RESTRICTED SUBURBAN		

SITE REQUIREMENTS:

BUILDING SETBACKS:	FRONT YARDS - 40', REAR YARD - 60' LEFT YARD - 60'
PARKING SETBACKS:	FRONT YARD - 15', REAR YARD - 15' RIGHT YARD - 15', LEFT YARD - 15'
SIGN SETBACKS:	N/A
STANDARD PARKING DIMENSIONS:	9'Wx18'L
MINIMUM DRIVE AISLE:	24'
PARKING REQUIRED:	UNITED DAIRY FARMERS CONVENIENCE STORE: (1) SPACE PER 200 S.F. OF RETAIL FLOOR AREA 4456 SF x (1/200) = 22 SPACES (1) SPACE PER 2 FUEL DISPENSER ISLANDS 8 ISLANDS x (1/2) = 4 SPACES TOTAL PARKING REQUIRED = 26 SPACES

SITE ANALYSIS:

PROPOSED BUILDING AREA	UDF CONVENIENCE STORE: 5,076± S.F.
PARKING PROVIDED:	PARKING DIMENSIONS: VARIES (2) ADA PARKING SPACES (31) STANDARD CAR PARKING SPACES 33 TOTAL PARKING SPACES
BUILDING COVERAGE:	MAXIMUM ALLOWED: N/A PROPOSED: 2.03% (5,678 S.F. / 280,090 S.F.)

OWNER/DEVELOPER
UNITED DAIRY FARMERS, INC.
3955 MONTGOMERY ROAD
CINCINNATI, OH 45212

CONTACT: TIM KLING
PH: (513) 396-8700
EMAIL: TKLING@UDFINC.COM

ZONING
CITY OF REYNOLDSBURG
7232 E. MAIN STREET
REYNOLDSBURG, OH 43068
PH: (614) 322-6829
CONTACT: ERIC SNOWDEN

STORM SEWER
CITY OF REYNOLDSBURG ENGINEERING
DEPARTMENT - EM&T
5500 NEW ALBANY ROAD
PH: (614) 775-4555
CONTACT: RYAN ANDREWS

SANITARY SEWER
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068
PH: (614) 332-4500
CONTACT: MIKE ROOT

WATER
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068
PH: (614) 332-4500
CONTACT: MIKE ROOT

ENGINEER
CESO, INC.
395 SPRINGSIDE DRIVE
SUITE 202
AKRON, OHIO 44333

CONTACT: NICK HERSHBERGER
PH: (330) 396-5696
EMAIL: HERSHBERGER@CESOINC.COM

ROADWAY
CITY OF REYNOLDSBURG ENGINEERING
DEPARTMENT - EM&T (WAGGONER ROAD)
5500 NEW ALBANY ROAD
PH: (614) 775-4555
CONTACT: RYAN ANDREWS

CITY OF COLUMBUS (BROAD ST)
DEPARTMENT OF PUBLIC SERVICE
PH: (614)845-1694
CONTACT: DANIEL BLECHSCHMIDT

EROSION CONTROL
CITY OF REYNOLDSBURG ENGINEERING
DEPARTMENT - EM&T
5500 NEW ALBANY ROAD
PH: (614) 775-4555
CONTACT: RYAN ANDREWS

GAS
200 CIVIC CENTER DRIVE
815 WALTON PARKWAY
NEW ALBANY, OH 43054-8233

FIRE
JEFFERSON TOWNSHIP FIRE DEPARTMENT
6787 HAVENS CORNERS ROAD
BLACKLICK, OH 43004
PH: (614) 861-3757
CONTACT: CHAD MAST

ELECTRIC
AMERICAN ELECTRIC POWER (AEP)
PH: (800) 672-2231

COMMUNICATIONS
AT&T
PH: (800) 288-2020

STANDARD DRAWINGS

THE STANDARD SPECIFICATIONS OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT), CURRENT EDITION, INCLUDING STANDARD DRAWINGS SHALL GOVERN THIS IMPROVEMENT.

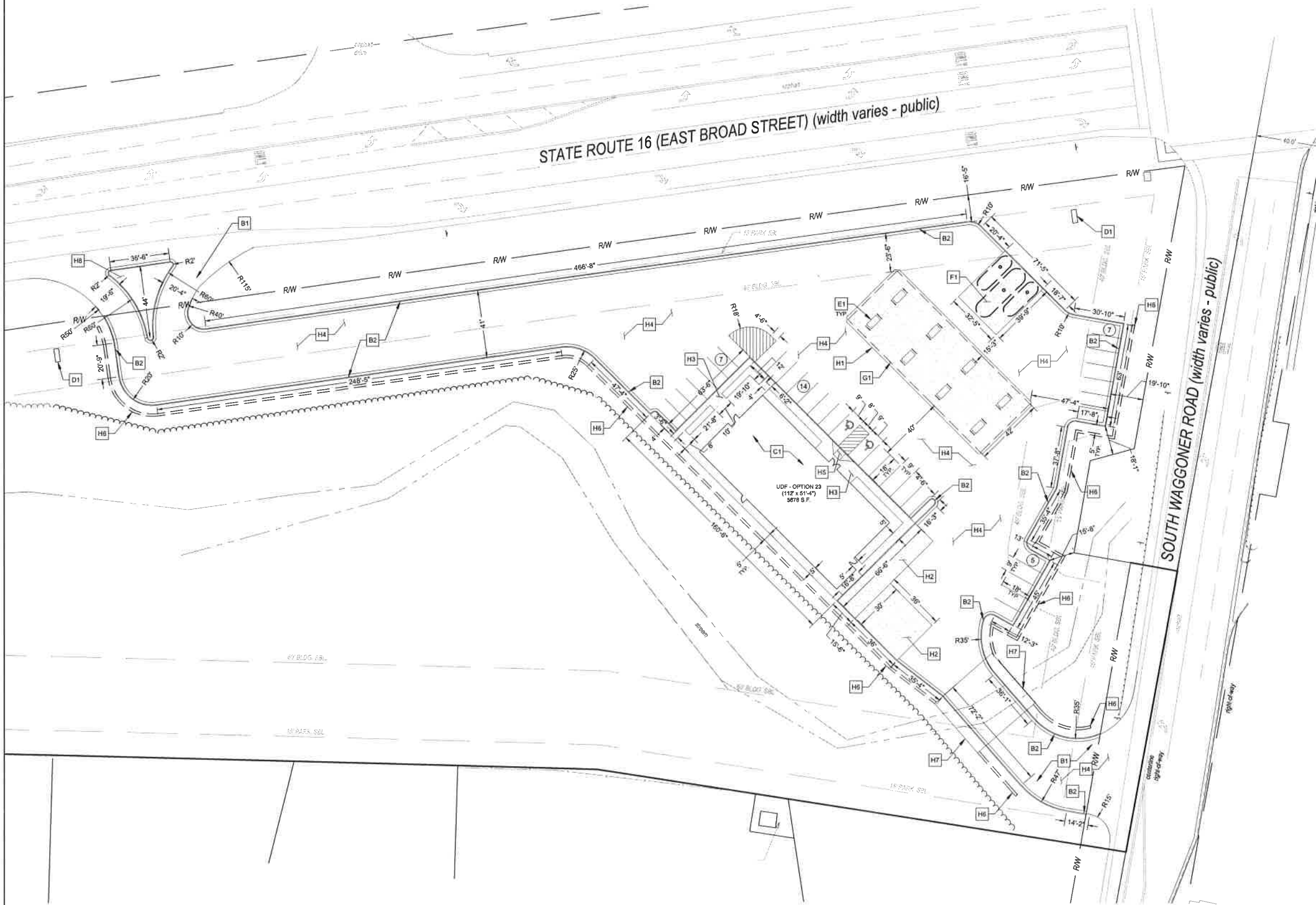


COVER SHEET

UNITED DAIRY FARMERS

E. BROAD ST. & S. WAGGONER RD. REYNOLDSBURG, OHIO

ISSUE:	
ZONING PLANS	
DATE:	1/13/2017
JOB NO.:	752862
DESIGN:	CAK
DRAWN:	CAK
CHECKED:	NRH
SHEET NO.	
Z1.0	



EXISTING	
REFER TO EXISTING CONDITIONS SURVEY	
PROPOSED	
	CONCRETE CURB AND GUTTER
	PAVEMENT
	RETAINING WALL
	PROPOSED TREE CLEARING LIMITS
	SETBACK
	NUMBER OF PARKING STALLS
	CONCRETE PAVEMENT

A. GENERAL NOTES

- GENERAL SCOPE OF WORK INCLUDES:
 - BUILDING
 - CANOPY
 - FUEL TANKS
 - PIPING AND DISPENSERS
 - PARKING
 - ALL RADII TO BE 5'-0" UNLESS OTHERWISE NOTED
 - PROVIDED PARKING:
 - PARKING DIMENSIONS: VARIES
 - (2) ADA PARKING SPACES
 - (31) STANDARD CAR PARKING SPACES
- 33 TOTAL PARKING SPACES

B. SITE WORK

- PROPOSED DRIVE ASPHALT APPROACH
- PROPOSED CURB OR CURB AND GUTTER

C. BUILDING

- UDF ICE CREAM PARLOR AND CONVENIENCE STORE

D. EXTERIOR APPEARANCE

- 3'x8' UNITED DAIRY FARMERS MONUMENT SIGN

E. DISPENSERS

- (8) DISPENSERS, SUMPS, AND ISLANDS (CAR)

F. UNDERGROUND STORAGE TANKS

- CONCRETE SLAB AND PROPOSED UNDERGROUND FUEL STORAGE TANKS FOR GASOLINE/DIESEL/DEF.

G. CANOPY

- 114' x 42' FUELING CANOPY.

H. YARD

- CONCRETE CANOPY SLAB
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- ASPHALT PAVEMENT
- ADA RAMP
- PROPOSED RETAINING WALL
- PROPOSED THREE-SIDED BOX CULVERT
- PROPOSED RIGHT-IN RIGHT-OUT ISLAND

REVISIONS	NO.	DATE	DESCRIPTION

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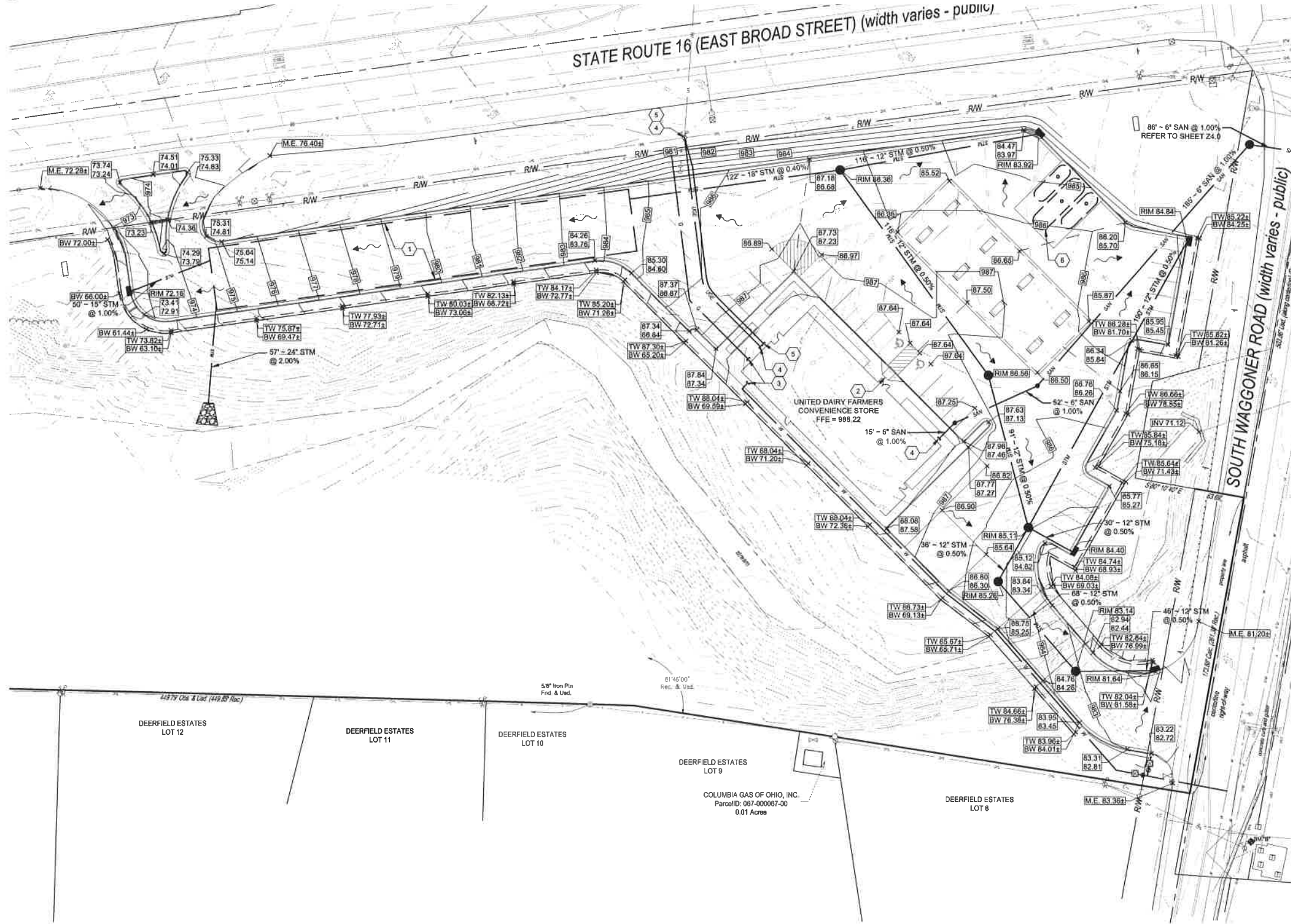
United Dairy Farmers

SITE PLAN

UNITED DAIRY FARMERS

E. BROAD ST. & S. WAGGONER RD. REYNOLDSBURG, OHIO

ISSUE:	ZONING PLANS
DATE:	1/13/2017
JOB NO.:	752862
DESIGN:	CAK
DRAWN:	CAK
CHECKED:	NRH
SHEET NO.	Z2.0



REFER TO ALTA/ACSM TOPOGRAPHIC SURVEY	
PROPOSED	
	MAJOR CONTOUR
	MINOR CONTOUR
	RIDGE LINE
	STORM SEWER
	SANITARY SEWER
	DOMESTIC WATER SERVICE
	UNDERGROUND ELECTRIC SERVICE
	GAS SERVICE
	TELEPHONE SERVICE
	WATER VALVE
	WATER METER
	STORM STANDARD MANHOLE
	STORM CURB INLET
	STORM ENDWALL
	SANITARY STANDARD MANHOLE
	SANITARY CLEANOUT
	SPOT ELEVATION
	TOP OF CURB
	BOTTOM OF CURB
	TOP OF WALL
	BOTTOM OF WALL
	TOP OF CASTING ELEVATION
	RIP RAP
	FLOW ARROW

PRELIMINARY STORM CALCULATIONS

SOIL TYPE = CARDINGTON SILT LOAM (Crd1B1) - C/D
DISTURBED AREA = 2.67 AC.

EXISTING:

IMPERVIOUS AREA = 0.10 AC.
WOODED AREA = 2.67 AC.
CN = 67
Q1 = 0.28 CFS

PROPOSED:

IMPERVIOUS AREA = 1.63 AC.
GRASS AREA = 1.04 AC.
CN = 91
Q1 = 1.43 CFS (510% INCREASE, 100-YEAR CRITICAL STORM)

EX. 1-YEAR VOLUME = 2,950 CF
PROP. 100-YEAR VOLUME = 39,801 CF
DETENTION VOLUME NEEDED = 36,850 CF

(3) 96" PIPES
UNDERGROUND DETENTION FOOTPRINT = 245' L x 36' W

PRELIMINARY EARTHWORK:

CUT = 90 CY
FILL = 27,825 CY
NET = 27,545 CY

GENERAL GRADING NOTES

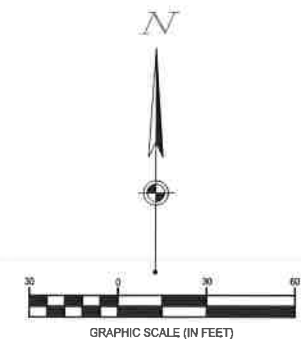
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL ODOT REGULATIONS AND CODES, AND O.S.H.A. STANDARDS. THE CONTRACTOR SHALL OBTAIN FINAL PERMITTING AND APPROVAL/INSPECTIONS AS REQUIRED FROM THE LOCALITY.
- THE CONTRACTOR SHALL VERIFY ELEVATIONS AT CONNECTION POINTS OR ANY EXISTING UTILITY CROSSING PRIOR TO ORDERING STRUCTURES. REPORT ANY CONFLICTS TO THE ENGINEER.
- LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIRS TO UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- STORM SEWER CATCH BASINS, CURB INLETS, MANHOLES, AND ENDWALLS SHALL CONFORM TO ODOT STANDARD CONSTRUCTION DRAWINGS.
- ALL SPOT ELEVATIONS REFER TO FINISHED PAVEMENT ELEVATION UNLESS OTHERWISE NOTED.
- PROVIDE 2% MAXIMUM CROSS SLOPE ON SIDEWALKS AND ADA PARKING AREA.
- ALL CURB AND WALL UNDERDRAINS SHALL OUTLET TO STORM SEWER SYSTEM. PROVIDE POSITIVE DRAINAGE TO CONNECTION POINT.
- CONTRACTOR SHALL APPLY EROSION CONTROL BLANKET TO ALL SLOPES 3H:1V OR STEEPER.
- ADD 900.00 TO ALL SPOT ELEVATIONS SHOWN ON PLAN TO OBTAIN U.S.G.S. ELEVATIONS.
- REFER TO GEOTECHNICAL REPORT FOR SUBGRADE PREPARATION.
- PROVIDE STORM SEWER MINIMUM 2'-6" COVER UNLESS OTHERWISE NOTED.
- PROVIDE FINGER DRAINS AND CONCRETE COLLARS ON ALL PROPOSED STORM SEWER STRUCTURES IN PAVEMENT PER CONSTRUCTION DETAILS SHEET.

GENERAL UTILITY NOTES:

- AS CONSTRUCTION ACTIVITIES APPROACH AN EXISTING UTILITY LINE, THE CONTRACTOR SHALL LOCATE THE LINE, DETERMINE ITS EXACT LOCATION, AND MAKE GRADE ADJUSTMENTS BY DEFLECTING THE PIPELINE FITTINGS. MAXIMUM FITTING DEFLECTION SHALL BE PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF VESTIBULE, CANOPY, SIDEWALKS, EXIT PORCHES, RAMPS, DRIVE THRU, AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- REFER TO ELECTRICAL DRAWINGS AND PHOTOMETRIC PLAN FOR SITE LIGHTING DESIGN.
- PROVIDE WATER LINE MINIMUM OF 2'-6" COVER.
- ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
- PROVIDE THRUST BLOCKS AT VALVES, TEES, FITTINGS AND ALL HORIZONTAL AND VERTICAL CHANGES IN DIRECTION OF THE WATER LINE. PERFORM ALL WATER LINE WORK IN ACCORDANCE WITH ODOT STANDARDS.

CODED NOTES

- UNDERGROUND DETENTION BASIN
- ADA RAMP
- COORDINATE UTILITIES WITH PLUMBING CONTRACTOR. CAP AND MARK FOR FUTURE CONNECTION. FINAL CONNECTION BY PLUMBING CONTRACTOR.
- COORDINATE WITH BUILDING CONTRACTOR AND ELECTRIC COMPANY FOR CONNECTION AND LOCATION OF ELECTRIC SERVICE.
- COORDINATE WITH BUILDING CONTRACTOR AND TELEPHONE COMPANY FOR CONNECTION AND LOCATION OF TELEPHONE SERVICE.
- UNDERGROUND FUEL STORAGE TANKS



GRADING AND UTILITY PLAN

UNITED DAIRY FARMERS

E. BROAD ST. & S. WAGGONER RD. REYNOLDSBURG, OHIO

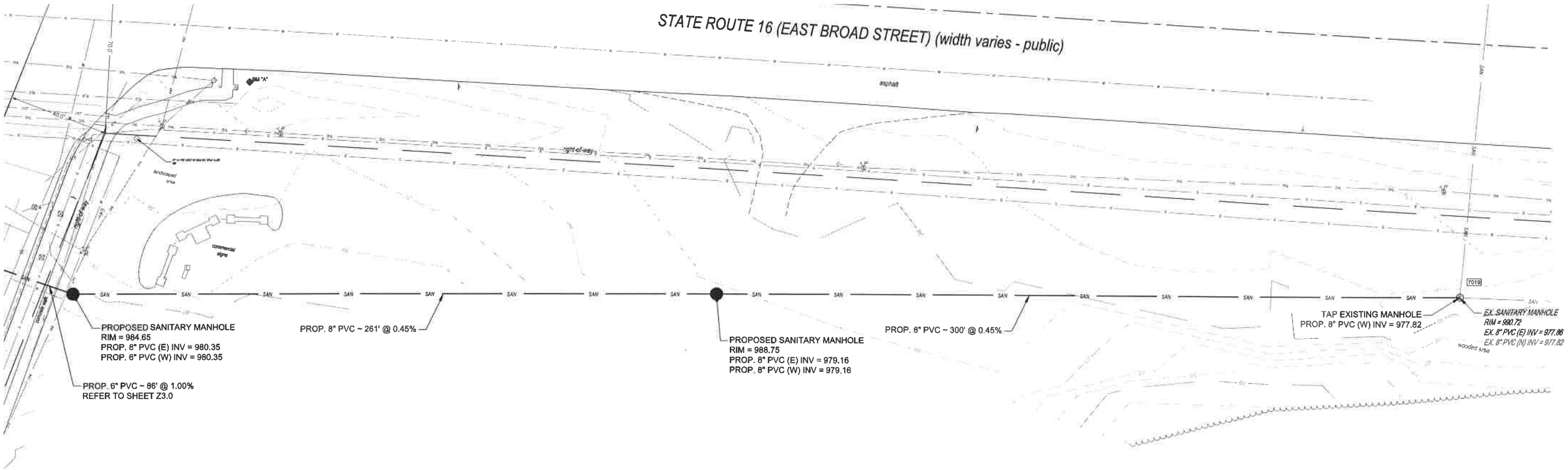
ISSUE:	
ZONING PLANS	
DATE:	1/13/2017
JOB NO.:	752862
DESIGN:	CAK
DRAWN:	CAK
CHECKED:	NRH
SHEET NO.	
Z3.0	



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REVISIONS	DATE	DESCRIPTION



PROP. 6" PVC ~ 86' @ 1.00%
REFER TO SHEET Z3.0

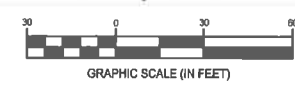
PROP. 8" PVC ~ 261' @ 0.45%

PROPOSED SANITARY MANHOLE
RIM = 988.75
PROP. 8" PVC (E) INV = 979.16
PROP. 8" PVC (W) INV = 979.16

PROP. 8" PVC ~ 300' @ 0.45%

TAP EXISTING MANHOLE
PROP. 8" PVC (W) INV = 977.82

EX. SANITARY MANHOLE
RIM = 980.72
EX. 8" PVC (E) INV = 977.86
EX. 8" PVC (W) INV = 977.82



REVISIONS	NO.	DATE	DESCRIPTION

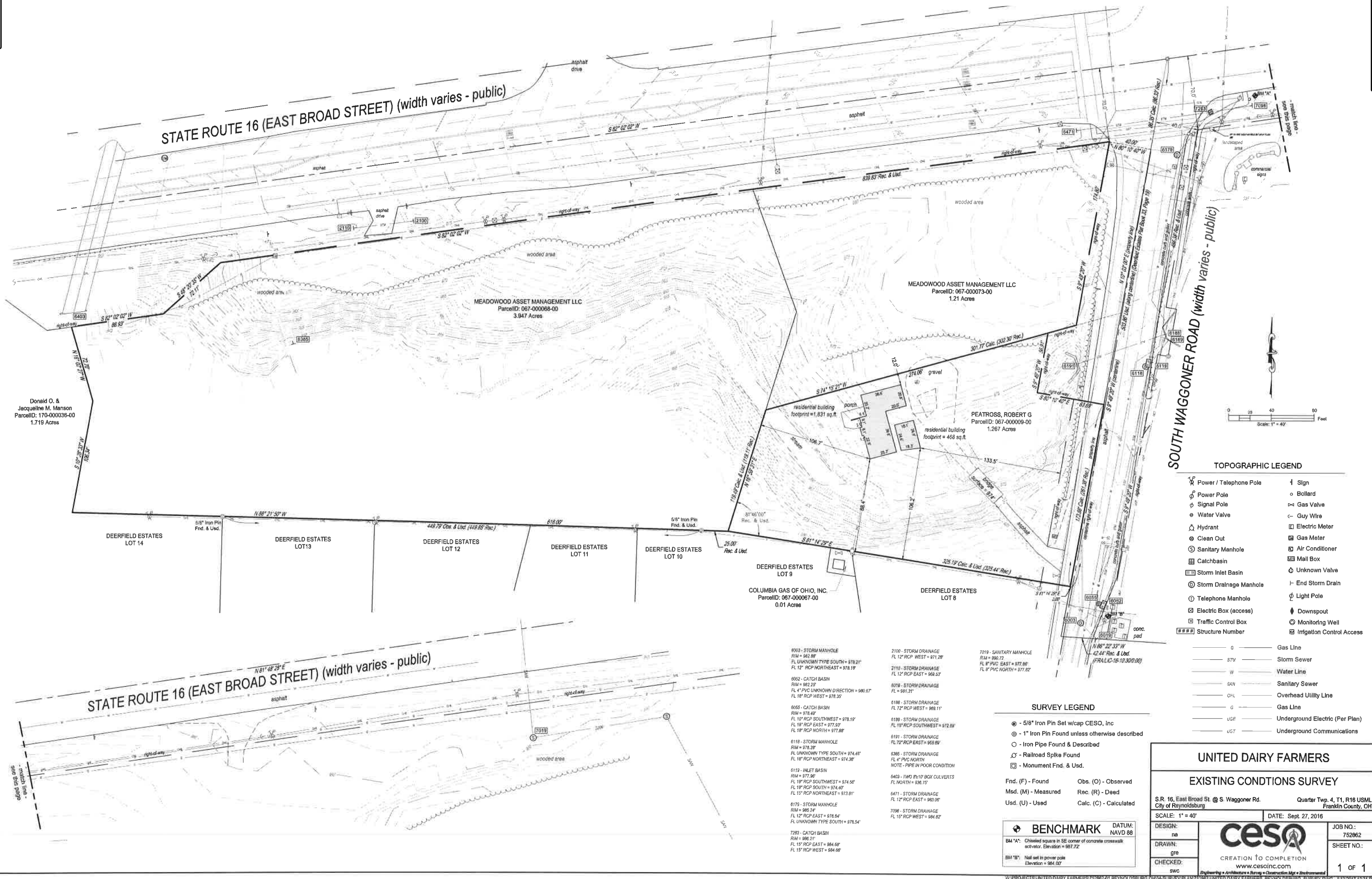
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United Dairy Farmers

SANITARY MAIN EXTENSION PLAN
UNITED DAIRY FARMERS
E. BROAD ST. & S. WAGGONER RD. REYNOLDSBURG, OHIO

ISSUE:
ZONING PLANS
DATE:
1/13/2017
JOB NO.: 752862
DESIGN: CAK
DRAWN: CAK
CHECKED: NRH
SHEET NO.
Z4.0



PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN
330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614-486-3343

CONSULTANTS

SEAL
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT TITLE

UDF
REYNOLDSBURG, OH

CLIENT

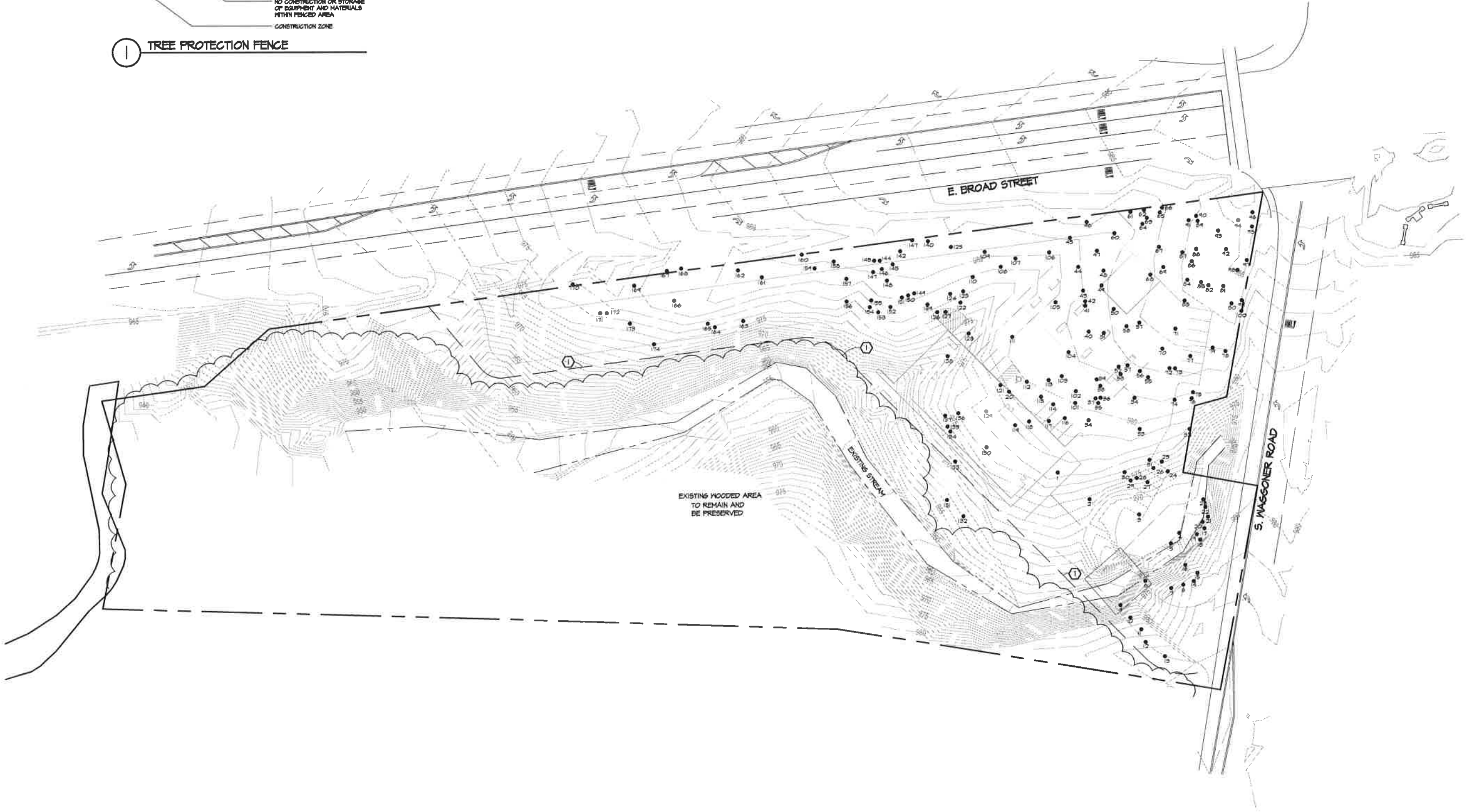
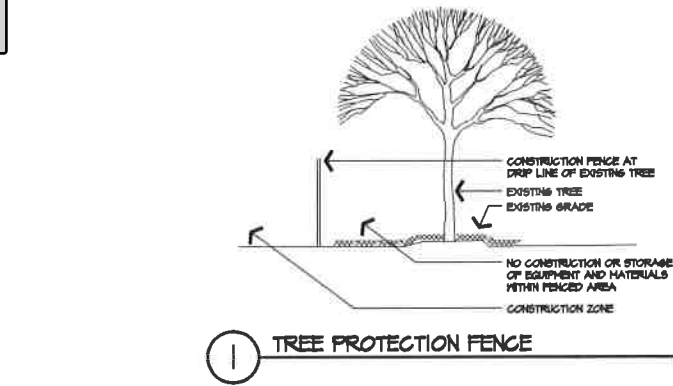
PROJECT NO.
Date 01/06/2017
Revisions

Sheet Title
**TREE
PRESERVATION
&
REMOVAL PLAN**
Sheet Number

L1.01

- ALL EXISTING UTILITIES.
2. ALL DEMOLITION MATERIALS TO BE DISPOSED OF LEGALLY OFF SITE, UNLESS SPECIFICALLY NOTED OTHERWISE.
3. PLAN BASED ON TREE SURVEY PREPARED BY:
EDGE GROUP INC.
330 WEST SPRING STREET, STE 350
COLUMBUS, OHIO 43215
(614)486-3343
WWW.EDGEA.COM
- CONSTRUCTION NOTES**
- ① ORANGE CONSTRUCTION FENCE. PLACE FENCE A MINIMUM OF ONE FOOT (1') OF RADIUS PER ONE INCH (1") OF CALIPER OF THE TREE. SEE DETAIL # 1, THIS SHEET.

TREE LOCATION (APPROX)



NUMBER	SPECIES	DBH	CONDITION	COMMENTS	1180.5
1	MAPLE	22"	AVERAGE	MULTI-STEM	2
2	MAPLE	20"	AVERAGE	EXEMPT	2
3	ASH	20"	POOR	DEAD	
4	MAPLE	22"	GOOD	EXEMPT	2
5	WALNUT	20"	AVERAGE		2
6	LINDEN	8"	AVERAGE	EXEMPT	2
7	COTTONWOOD	23"	POOR	EXEMPT	4
8	MAPLE	21"	POOR	EXEMPT	4
9	WALNUT	18"	POOR	EXEMPT	2
10	WALNUT	8"	POOR	EXEMPT	2
11	WALNUT	20"	POOR	EXEMPT	2
12	WALNUT	10"	POOR	EXEMPT	2
13	WALNUT	20"	AVERAGE	EXEMPT	2
14	LINDEN	(4)10"-14"	POOR	EXEMPT	4
15	OAK	10"	POOR	EXEMPT	4
16	OAK	12"	POOR	EXEMPT	4
17	TREE OF HEAVEN	12"	AVERAGE		2
18	BOX ELDER	8"	POOR	EXEMPT	4
19	TREE OF HEAVEN	8"	POOR	EXEMPT	4
20	BOXELDER	12"	POOR	EXEMPT	4
21	CATALPA	10"	POOR	EXEMPT	4
22	CATALPA	14"	AVERAGE		2
23	CATALPA	18"	POOR	EXEMPT	4
24	MAPLE	16"	POOR	EXEMPT	2
25	ASH	30"	DEAD	EXEMPT	2
26	ASH	14"	POOR	DEAD	
27	MAPLE	20"	POOR	LEAVING REMAINS REMOVED TREE	4
28	WALNUT	18"	POOR	EXEMPT	2
29	ASH	8"	POOR	DEAD	
30	MAPLE	24"	POOR	EXEMPT	2
31	MAPLE	16"	AVERAGE	EXEMPT	2
32	MAPLE	20"	POOR	EXEMPT	2
33	WALNUT	17"	POOR	EXEMPT	2
34	BLACK LOCUST	7"	POOR	EXEMPT	2
35	BLACK LOCUST	14"	AVERAGE	EXEMPT	2
36	MAPLE	10"	POOR	EXEMPT	2
37	MAPLE	10"	POOR	EXEMPT	2
38	MAPLE	10"	AVERAGE	EXEMPT	2
39	MAPLE	8"	AVERAGE	EXEMPT	2
40	MAPLE	10"	GOOD	EXEMPT	2
41	MAPLE	10"	POOR	EXEMPT	2
42	LOCUST	8"	POOR	EXEMPT	2
43	LOCUST	11"	AVERAGE	EXEMPT	2
44	LOCUST	10"	AVERAGE	EXEMPT	2
45	MAPLE	15"	POOR	EXEMPT	2
46	LOCUST	12"	POOR	EXEMPT	4
47	LOCUST	8"	AVERAGE	EXEMPT	2
48	MAPLE	7"	POOR	EXEMPT	2
49	MAPLE	9"	AVERAGE	EXEMPT	2
50	MAPLE	7"	AVERAGE	EXEMPT	2
51	ASH	20"	POOR	DEAD	
52	MAPLE	7"	AVERAGE	EXEMPT	2
53	MAPLE	8"	AVERAGE	EXEMPT	2
54	LOCUST	16"	AVERAGE	EXEMPT	2
55	MAPLE	8"	GOOD	EXEMPT	2
56	MAPLE	7"	AVERAGE	EXEMPT	2
57	MAPLE	7"	AVERAGE	EXEMPT	2
58	LOCUST	20"	POOR	EXEMPT	2
59	MAPLE	16"	AVERAGE	EXEMPT	2
60	MAPLE	7"	AVERAGE	EXEMPT	2
61	MAPLE	10"	AVERAGE		2
62	LOCUST	12"	POOR	EXEMPT	4
63	LOCUST	18"	AVERAGE		2
64	LOCUST	10"	POOR	EXEMPT	4
65	LOCUST	14"	POOR	EXEMPT	4
66	MAPLE	12"	POOR	EXEMPT	4
67	LOCUST	12"	POOR	EXEMPT	4
68	MAPLE	10"	AVERAGE	EXEMPT	2
69	MAPLE	7"	POOR	EXEMPT	4
70	LOCUST	15"	POOR	EXEMPT	2
71	MAPLE	7"	AVERAGE	EXEMPT	2
72	LOCUST	14"	POOR	EXEMPT	2
73	MAPLE	7"	AVERAGE	EXEMPT	2
74	LOCUST	15"	POOR	EXEMPT	2
75	LOCUST	8"	POOR		4
76	LOCUST	12"	POOR		4
77	MAPLE	8"	AVERAGE	EXEMPT	2
78	ASH	30"	POOR	DEAD	

NUMBER	SPECIES	DBH	CONDITION	COMMENTS	1180.5
79	MAPLE	12"	POOR	EXEMPT	4
80	MAPLE	20"	AVERAGE		2
81	ASH	18"	POOR	DEAD	
82	MAPLE	10"	AVERAGE		2
83	MAPLE	12"	AVERAGE		2
84	LOCUST	16"	POOR	EXEMPT	4
85	MAPLE	8"	AVERAGE	EXEMPT	2
86	MAPLE	8"	AVERAGE		2
87	MAPLE	8"	AVERAGE		2
88	LOCUST	16"	POOR	EXEMPT	2
89	LOCUST	10"	POOR	EXEMPT	4
90	MAPLE	8"	POOR	EXEMPT	4
91	LOCUST	10"	POOR	EXEMPT	4
92	MAPLE	12"	AVERAGE		2
93	LOCUST	10"	POOR	EXEMPT	4
94	LOCUST	10"	POOR	EXEMPT	4
95	LOCUST	10"	POOR	EXEMPT	4
96	LOCUST	10"	POOR	EXEMPT	4
97	MAPLE	10"	POOR	EXEMPT	4
98	MAPLE	10"	AVERAGE		2
99	MAPLE	8"	POOR	EXEMPT	4
100	MAPLE	8"	POOR	EXEMPT	4
101	LOCUST	16"	POOR	EXEMPT	2
102	MAPLE	12"	AVERAGE	EXEMPT	2
103	MAPLE	10"	AVERAGE	EXEMPT	2
104	LOCUST	15"	POOR	EXEMPT	2
105	MAPLE	10"	AVERAGE	EXEMPT	2
106	LOCUST	18"	POOR	EXEMPT	2
107	MAPLE	8"	AVERAGE	EXEMPT	2
108	LOCUST	12"	POOR	EXEMPT	2
109	HICKORY	10"	AVERAGE	EXEMPT	2
110	HICKORY	14"	GOOD	EXEMPT	2
111	MAPLE	7"	GOOD	EXEMPT	2
112	MAPLE	16"	POOR	EXEMPT	2
113	MAPLE	16"	POOR	EXEMPT	2
114	LOCUST	10"	POOR	EXEMPT	2
115	MAPLE	8"	AVERAGE	EXEMPT	2
116	LOCUST	10"	POOR	EXEMPT	2
117	MAPLE	8"	POOR	EXEMPT	2
118	MAPLE	8"	POOR	EXEMPT	2
119	MAPLE	10"	POOR	EXEMPT	2
120	MAPLE	12"	AVERAGE	EXEMPT	2
121	MAPLE	12"	POOR	EXEMPT	2
122	HICKORY	8"	GOOD	EXEMPT	2
123	HICKORY	7"	AVERAGE	EXEMPT	2
124	HICKORY	8"	AVERAGE	EXEMPT	2
125	HICKORY	18"	POOR	EXEMPT	2
126	HICKORY	12"	GOOD	EXEMPT	2
127	HICKORY	12"	AVERAGE	EXEMPT	2
128	MAPLE	12"	AVERAGE	EXEMPT	2
129	MAPLE	10"	POOR	EXEMPT	2
130	MAPLE	14"	GOOD	EXEMPT	2
131	MAPLE	18"	POOR	EXEMPT	2
132	MAPLE	20"	POOR	EXEMPT	2
133	WALNUT	20"	POOR	EXEMPT	2
134	MAPLE	8"	AVERAGE	EXEMPT	2
135	MAPLE	14"	AVERAGE	EXEMPT	2
136	MAPLE	14"	AVERAGE	EXEMPT	2
137	MAPLE	15"	POOR	EXEMPT	2
138	OAK	24"	POOR	EXEMPT	2
139	MAPLE	10"	POOR	EXEMPT	2
140	HICKORY	10"	AVERAGE		2
141	WALNUT	16"	AVERAGE	EXEMPT	2
142	WALNUT	12"	AVERAGE	EXEMPT	2
143	MAPLE	12"	AVERAGE	EXEMPT	2
144	WALNUT	15"	AVERAGE	EXEMPT	2
145	MAPLE	12"	AVERAGE	EXEMPT	2
146	WALNUT	15"	POOR	EXEMPT	2
147	WALNUT	18"	POOR	EXEMPT	4
148	WALNUT	16"	AVERAGE	EXEMPT	2
149	MAPLE	14"	AVERAGE	EXEMPT	2
150	MAPLE	14"	AVERAGE	EXEMPT	2
151	MAPLE	12"	AVERAGE	EXEMPT	2
152	HICKORY	8"	AVERAGE	EXEMPT	2
153	MAPLE	18"	POOR	EXEMPT	2
154	MAPLE	8"	AVERAGE	EXEMPT	2
155	MAPLE	10"	AVERAGE	EXEMPT	2
156	HICKORY	10"	AVERAGE	EXEMPT	2

NUMBER	SPECIES	DBH	CONDITION	COMMENTS	1180.5
157	MAPLE	10"	AVERAGE	EXEMPT	2
158	MAPLE	10"	AVERAGE		2
159	MAPLE	8"	AVERAGE	EXEMPT	2
160	HICKORY	12"	AVERAGE		2
161	WALNUT	12"	AVERAGE	EXEMPT	2
162	MAPLE	36"	GOOD		2
163	MAPLE	14"	POOR	EXEMPT	2
164	MAPLE	10"	AVERAGE	EXEMPT	2
165	MAPLE	12"	AVERAGE	EXEMPT	2
166	WALNUT	16"	AVERAGE	EXEMPT	2
167	WALNUT	16"	AVERAGE		2
168	MAPLE	12"	AVERAGE		2
169	MAPLE	30"	POOR		4
170	MAPLE	24"	POOR	EXEMPT	2
171	OAK	20"	AVERAGE	EXEMPT	2
172	OAK	18"	AVERAGE	EXEMPT	2
173	OAK	18"	GOOD	EXEMPT	2
174	SYCAMORE	24"	GOOD	EXEMPT	2

CONDITION CATEGORIES

GOOD
AVERAGE
POOR
DEAD

MAJOR TREES REMOVED PER
'TREE PRESERVATION' SECTION 1180.5 (b)

18

MAJOR TREE REMOVED INDICATED BY TONE.

EXISTING WOODED AREA TO REMAIN
SHALL BE CREDITED TOWARD REQUIRED
LANDSCAPING PER 1180.9. SEE PLANTING
PLANS L2.01 - L2.02

PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN
330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614-486-3343

CONSULTANTS

SEAL
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT TITLE

UDF
REYNOLDSBURG, OH

CLIENT

PROJECT NO.
Date 01/06/2017
Revisions

Sheet Title
**TREE
PRESERVATION
&
REMOVAL PLAN**
Sheet Number

L1.02



GENERAL NOTES

- THE FIELD THE PLANTING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL UTILITY PROTECTION SERVICE 12 HOURS PRIOR TO CONSTRUCTION.
2. EXAMINE FINISH SURFACE, GRADES, TOPSOIL QUALITY AND DEPTH. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
3. CONTRACTOR RESPONSIBLE FOR COST OF REPAIRS TO EXISTING SITE CONDITIONS WHEN DAMAGED BY CONTRACTOR. REPAIR TO THE SATISFACTION OF THE OWNER.
4. ALL PLANT MASSES TO BE CONTAINED WITHIN 9" DEEP HARDWOOD BARK MULCH BED.
5. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN LAWN AREAS.
6. FINE GRADE LAWN AREAS TO PROVIDE A SMOOTH AND CONTINUAL GRADE FREE OF IRREGULARITIES OR DEPRESSIONS.
7. CONTRACTOR SHALL SEED OR SOD ALL AREAS DISTURBED DURING CONSTRUCTION, SEE PLAN.
8. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE U.S.A. STANDARD FOR NURSERY STOCK.
9. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.

CONSTRUCTION NOTES

1. LAWN AREA, FILL WITH TOPSOIL, MINIMUM DEPTH SHALL BE 4". MEET ADJACENT SURFACES FLUSH. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.

PLANNING + LANDSCAPE ARCHITECTURE + URBAN DESIGN
330 WEST SPRING STREET, SUITE 350
COLUMBUS, OHIO 43215
614-486-3343

CONSULTANTS

SEAL
PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT TITLE

UDF
REYNOLDSBURG, OH

CLIENT

PROJECT NO.
Date 01/06/2017
Revisions

Sheet Title

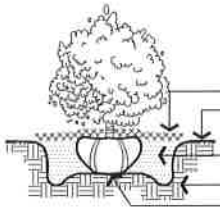
PLANTING PLAN
WEST

Sheet Number

L2.02

NOTES:

1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE
2. REMOVE ROPE AND BURLAP FROM TOP 1/3 OF ROOT BALL. REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.

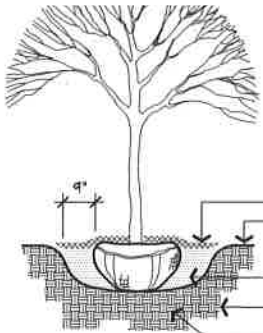


HARDWOOD BARK MULCH
FINISH GRADE
BACKFILL PLANTING MIX
EXISTING SOIL
UNDISTURBED SOIL OR COMPACTED BACKFILL

1 SHRUB PLANTING
NTS

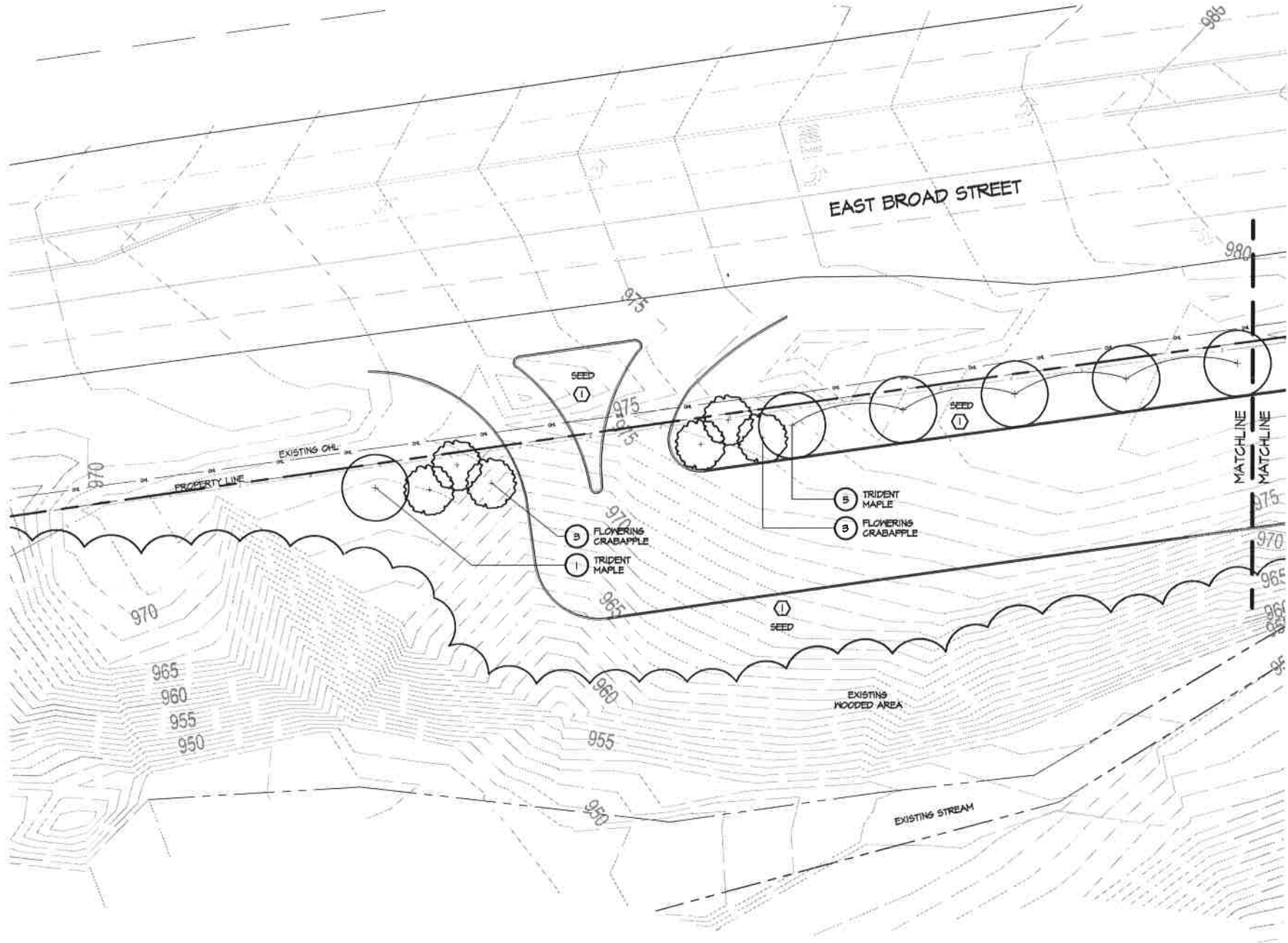
NOTES:

1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE
2. REMOVE ROPE AND BURLAP FROM TOP 1/3 OF ROOT BALL. CUT TOP 1/3 OF WIRE BASKET FROM ROOT BALL. REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.



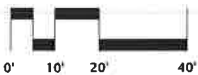
HARDWOOD BARK MULCH
FINISH GRADE
BACKFILL PLANTING MIX
EXISTING SOIL
UNDISTURBED SOIL OR COMPACTED BACKFILL

2 TREE PLANTING
NTS



PLANT MATERIALS LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
TREES					
8	LACEBARK ELM	Ulmus parvifolia	2 1/2" Cal.	B&B	
5	SKYLINE HONEYLOCUST	Gleditsia triacanthos f. hermia 'Skyline' SKYLINE	2 1/2" Cal.	B&B	
16	TRIDENT MAPLE	Acer buergerianum	2 1/2" Cal.	B&B	REPLACEMENT
ORNAMENTAL TREES					
4	FLOWERING CRABAPPLE	Malus	2" Cal.	B&B	MULTI-STEM
SHRUBS					
50	ANTHONY WATERER SPIREA	Spiraea japonica 'Anthony Waterer'	24" Hgt.	Cont.	
15	KNOCK OUT ROSE	Rosa 'Radrazz' KNOCK OUT	18"-24" Hgt.	Cont.	
71	SEA GREEN JUNIPER	Juniperus chinensis 'Sea Green'	24" Hgt.	Cont.	
PERENNIALS					
12	BIG BLUE LILLYTURF	Liriope muscari	1 Gal.	Cont.	
14	KARL FOERSTER FEATHER REED GRASS	Calamagrostis acutiflora Karl Foerster	1 Gal.	Cont.	
80	STELLA D'ORO DAYLILY	Hemerocallis 'Stella de Oro'	1 Gal.	Cont.	





UNITED DAIRY FARMERS

FILE LOCATION : X:\2016 Projects\2016 K4 Architecture\16-2024 UDF - Hartwell\Rendering\ PLOT DATE: Jan 13, 2017 10:29AM
FILENAME : 16-20XX -UDF Landscape Renderings.dwg
ISSUE DATE: 10/07/2016

K4 ARCHITECTURE, LLC
555 Gest Street
Cincinnati, Ohio 45203
Tel: (513) 455-5005
Fax: (513) 455-5008





UNITED DAIRY FARMERS

OPTION 1

K4 ARCHITECTURE, LLC
555 Gest Street
Cincinnati, Ohio 45203
Tel: (513) 455-5005
Fax: (513) 455-5008





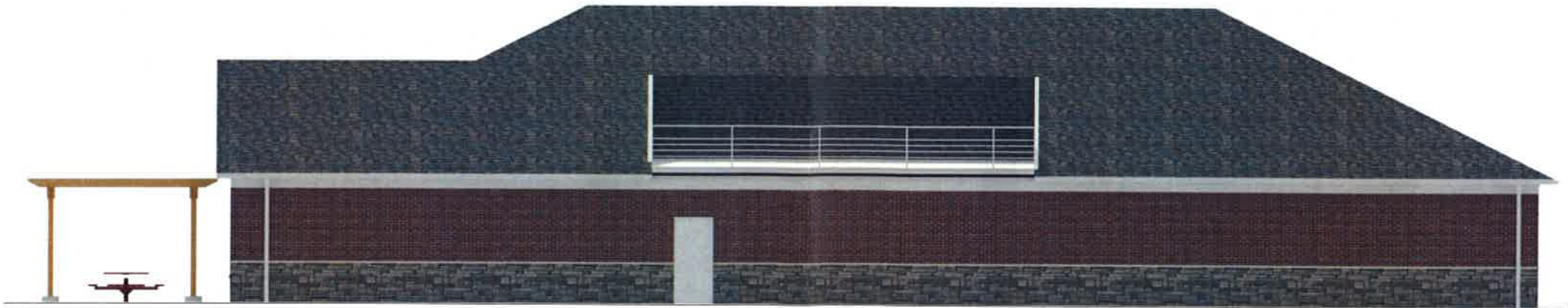
4 FRONT ELEVATION
SCALE: N.T.S.



3 LEFT SIDE ELEVATION
SCALE: N.T.S.



2 RIGHT SIDE ELEVATION



1 REAR ELEVATION
SCALE: N.T.S.

4K⁴
ARCHITECTURE
+ DESIGN
585 Canal Street
Cincinnati, Ohio 45203
Tel: (513) 455-5000
Fax: (513) 455-5008
Webpage: www.4k4architecture.com
Email: info@4k4architecture.com

NEW CONVENIENCE
STORE FOR:
**UNITED DAIRY
FARMERS**



REVISIONS/SUBMISSIONS		
NO.	DESCRIPTION	DATE

BUILDING
ELEVATIONS

Drawn By: J.L. M.J.
Scale: AS NOTED
Job No.: 16-2570

A001

3. Facilities Demand Worksheet

(To be completed for Major Site Plan, District Amendment, and Plot, Grade, & Utility Plan Applications.)

1. Water:

- a. What will the total demand for water be in gallons per day (gpd) for this proposed site improvement? 800 gpd
- b. How much pressure is required? min. 70 psi

Coordinate with the City Engineer to determine if a Water Usage/Flow Study is required (614.322.6810).

2. Sanitary Sewer:

- a. What will the total anticipated flow in gallons per day for this proposed site improvement? 800 gpd

Coordinate with the City Engineer to determine if a Utility Study is required (614.322.6810).

3. Traffic:

a. Definitions:

- i. Traffic Access Study: This type of study is to be used for small scale projects generating 50- 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. These studies are applicable to projects that do not have a significant impact on the overall transportation system, but will have impacts on site access points. Analysis is typically limited to review of access point location, type, and size. Analysis of turn lane requirements on the public road at the proposed access point may also be reviewed.
- ii. Traffic Impact Study: An impact study is to be completed for uses that generate more than 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. This type of evaluation usually includes all access points and nearby intersections. The scope of the Traffic Impact Study is to be determined by affected agencies and the Applicant.
- iii. Regional Traffic Analysis: This type of analysis is suited for large scale or groups of smaller projects that impact a large geographical area significant enough in the judgment of City to require an evaluation of impacts on a Comprehensive or Thoroughfare Plan Scale. Road segments, intersections, and perhaps alternative road networks shall be analyzed and long term needs identified. The scope is to be determined by affected agencies and the Applicant.

- b. What are the anticipated Average Daily Traffic (ADT), Generator Peak Traffic, Adjacent Street Peak Traffic volumes, generated by the site improvement and what are the Peak Hours of operation (using ITE Trip Generation Manual).

2604 ADT for site

Generator Peak	Adjacent Street Peak	Peak Hour
<u>7:30-8:30</u> AM	<u>7:30-8:30</u> AM	<u>7:30-8:30</u> AM
<u>4:45-5:45</u> PM	<u>4:45-5:45</u> PM	<u>4:45-5:45</u> PM

- c. Is a zoning district being requested for uses that can generate 200 or more peak hour trip ends that the current zoning does not anticipate?

 X Yes, Traffic Impact Study or Regional Traffic analysis is required.

 No, Traffic Access Study Required.

- d. Check the following as applicable to the site development:

 X District Amendment

 There are between 50-200 Peak Hour trips anticipated.
(Traffic Access Study is required.)

 X There are 200 or more Peak Hour trips anticipated.
(Traffic Impact Study or Regional Traffic Study is required.)

- e. The information presented in this section is to assist the applicant with the requirements for traffic analysis within the City of Reynoldsburg. The City reserves the right to change these requirements if special conditions exist. If a Traffic Impact Statement or Regional Traffic Analysis is required, the applicant and the City Engineer must schedule a scope verification meeting with the City and any other local, state, or federal agencies affected by the proposed site improvements.

I certify that the information provided with this application is correct and accurate to the best of my knowledge, in filing this application with the City of Reynoldsburg.

Christine Hilbert
Applicant's Signature

2-8-2017
Date

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

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

See the attached document for details of proposed text amendment.

913.04 SPECIFICATIONS; PERMIT FEE.

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

1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES.

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

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

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

Please see attached document for memo and proposed text amendments.

 CITY OF REYNOLDSBURG *Mayor Brad McCloud*

TO: Members of the City Council

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Public Services Code

DATE: December 15, 2016

Council Members:

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

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

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

Respectfully,

Eric Snowden
Planning & Zoning Administrator

CC: Dan Havener,
Bill Sampson
John Paszke

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

905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN.

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

917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT.

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

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

DATE: February 27, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR
REPLACEMENT COPIER FOR POLICE DEPARTMENT.**

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

Monthly Lease Price: \$366.97

Length of Term: 60 Months

Whom it may concern,

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


Salesman


Division President

Client



A Proposal For: Reynoldsburg Police Department

By: Dan Lamatrice



TOTAL **GREEN** DOCUMENT SOLUTIONS

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

Proposed Solution: Canon imageRUNNER 4545i

Key Features:

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



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

Maintenance: Included in Lease

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

Quote Terms:

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



TOTAL **GREEN** DOCUMENT SOLUTIONS

HIGH QUALITY, EFFICIENT OPERATION, SPACE-SAVING DESIGN

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

Print up to 51 ppm in black and white

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

Print up to 11" x 17"

6,330-sheet maximum paper capacity



Workflow Efficiency

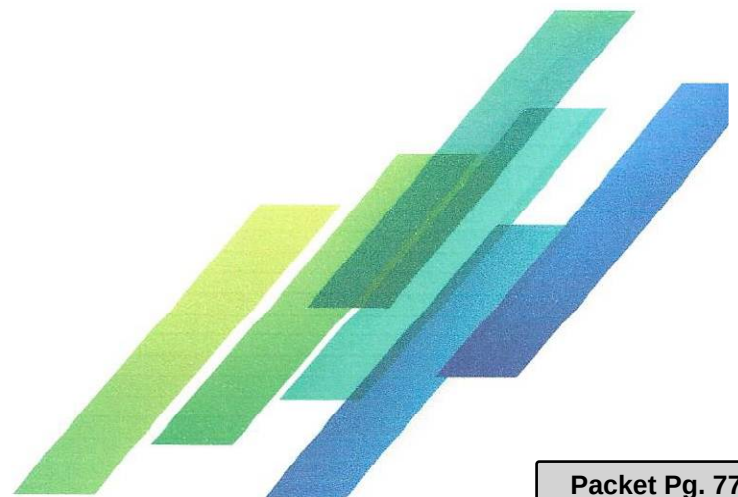
- An intuitive user interface with a large, responsive, color touch-screen with smartphone-like usability helps make it easy to carry out tasks.
- My ADVANCE enables users to have a unique, customized experience that's tailored to their specific workflow needs. Settings, such as display language, initial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

Security²

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

Cost Management

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



Device and Fleet Management

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

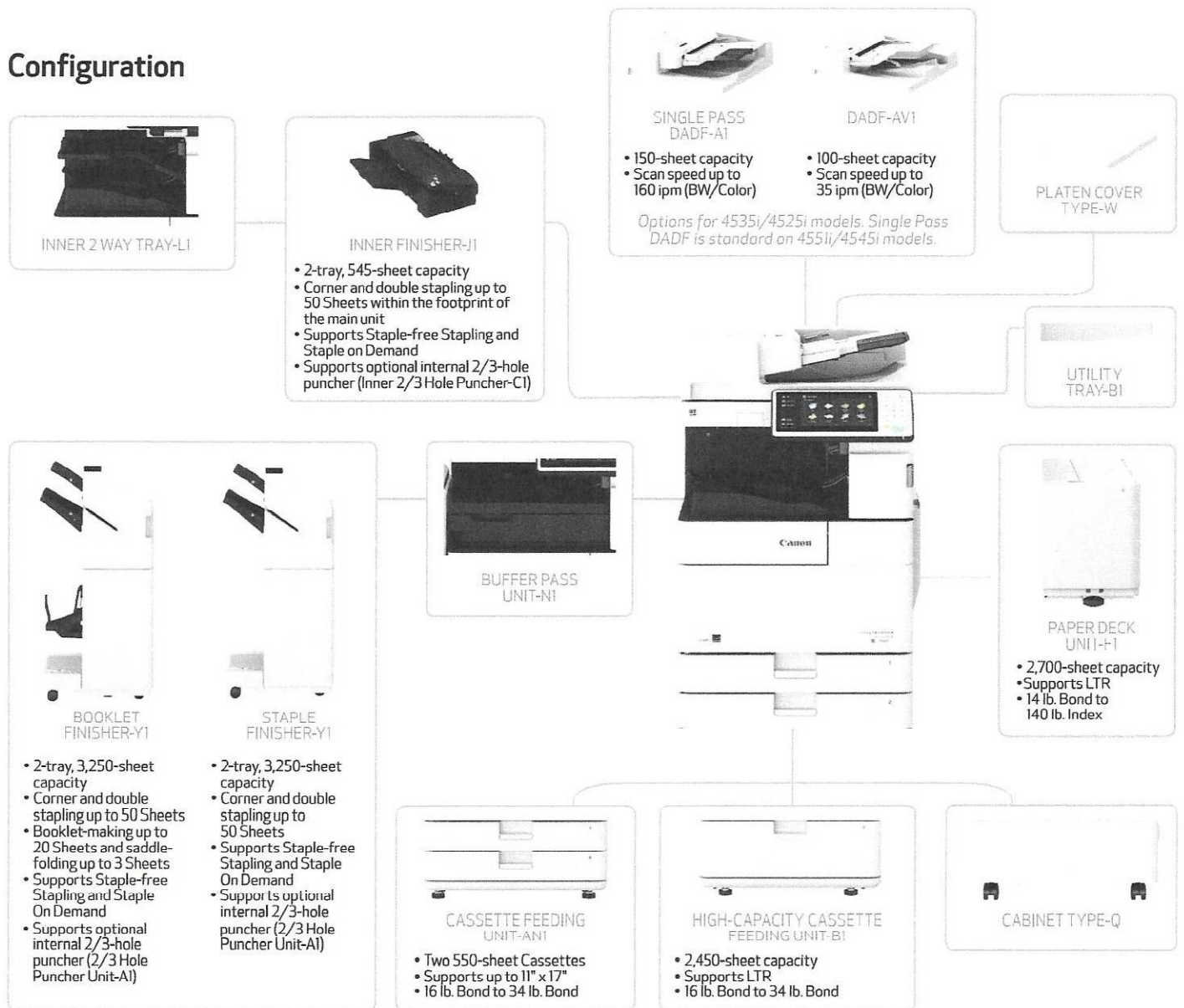
Quality and Reliability

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

Sustainability

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

Configuration



Not Shown

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

Main Unit

Type

Monochrome Laser Multifunctional

Core Functions

Standard: Print, Copy, Scan, Send, Store

Optional: Fax

Processor

Canon Dual Custom Processor (Shared)

Control Panel

10.1" TFT LCD WSVGA Color Touch-panel

Memory: 3.0 GB RAM

Hard Disk Drive

Standard: 250 GB/Maximum: 1 TB

Print Resolution: 1200 dpi x 1200 dpi

Interface Connection

Network

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

Optional: NFC, Bluetooth

Others

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

Optional: Serial Interface, Copy Control Interface

Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,180 Sheets

Maximum: 6,330 Sheets

Paper Sources (LTR, 20 lb. Bond)

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

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

Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,350 Sheets (with External Finishers)

Finishing Capabilities

Standard: Collate, Group

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

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

Supported Media Types

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

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

Supported Media Sizes

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

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

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

Supported Media Weights

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

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

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

Duplexing

From Power On: 24 Seconds or Less

From Deep Sleep Mode: 10 Seconds or Less

Quick Startup Mode: 4 Seconds⁷

Dimensions (W x D x H)

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

Installation Space (W x D)

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

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

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

Weight: Approx. 240.7 lb. (109.2 kg)⁹

Print Specifications

Print Speed

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

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

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

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

Standard Page Description Languages

UFR II, PCL®6, Adobe® PS® 3

Direct Print

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

Supported File Types for Direct Print

PDF, TIFF, JPEG, EPS, XPS

Fonts

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

PS fonts: 136 Roman

Operating System¹³

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

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

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

Copy Specifications

Copy Speed

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

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

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

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

First-Copy-Out Time (Letter)

455Li: As fast as 3.7 seconds

4545i/4535i: As fast as 3.8 seconds

4525i: As fast as 5.2 seconds

Copy Resolution

Reading: Up to 600 dpi x 600 dpi

Printing: 1200 dpi x 1200 dpi

Multiple Copies: Up to 999 copies

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

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

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

Basic Copy Features

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

Special Copy Features

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

Scan Specifications

Type

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

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

Document Feeder Paper Capacity

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

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

Document Feeder Supported Media Sizes

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

Document Feeder Supported Media Weights

Single Pass DADF-AI

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

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

DADF-AVI

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

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

Platen Acceptable Originals

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

Pull Scan

Color Network ScanGear2 for both Twain and WIA

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

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

Scan Resolution

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

Scan Speed (Letter)

Single Pass DADF-AI

Single-sided Scanning (BW):

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

Single-sided Scanning (Color):

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

Double-sided Scanning (BW):

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

Double-sided Scanning (Color):

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

DADF-AVI

Single-sided Scanning (BW/Color):

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

Double-sided Scanning (BW):

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

Double-sided Scanning (Color):

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

Send Specifications

Destination

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

Address Book

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

Send Resolution

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

Communication Protocol

File: FTP, SMB v3.0, WebDAV

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

File Format

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

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

Universal Send Features

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

Fax Specifications

Maximum Number of Connection Lines: 4

Modem Speed

Super G3: 33.6 Kbps
G3: 14.4 Kbps

Compression Method: MH, MR, MMR, JBIG

Resolution

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

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

Fax Memory: Up to 30,000 pages

Speed Dials: Max. 200

Group Dials/Destinations: Max. 199 dials

Sequential Broadcast: Max. 256 addresses

Memory Backup: Yes

Fax Features

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

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

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

Advanced Box

Communication Protocol: SMB or WebDAV

Supported

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

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

Advanced Box Available Disk Space

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

Advanced Box Features:

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

Memory Media

Standard: USB

Security Specifications**Authentication**

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

Optional: uniFLOW

Data

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

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

Network

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

Document

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

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

Environmental Specifications**Operating Environment**

Temperature: 50 to 86°F

Humidity: 20 to 80% RH (no condensation)

Power Requirements

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

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

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

Plug (Main Unit)

NEMA 5-15P

Power Consumption

Maximum: Approx. 1.5 kWh

Standby: Approx. 38 W

Sleep Mode: Approx. 0.9 W¹⁴

Typical Electricity Consumption (TEC) Rating:

455li: 2.5 kWh 4545i: 2.2 kWh

4535i: 1.8 kWh 4525i: 1.0 kWh

Standards

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

Consumables

Toner: GPR-57 Toner BK

Toner Yield (Estimated @ 6% Coverage)

Black: 42,100 Images

Footnotes

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

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

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

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

⁵ Booklet Finisher-Y1 only.

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

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

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

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

¹⁰ PDF print from Web sites is supported.

¹¹ Requires the optional PCL International Font Set-A1.

¹² Requires the optional Barcode Printer Kit-D1.

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

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

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1216-IRA45xxSS5-12M-DIH



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

13.e.a

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

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

CUSTOMER INFORMATION

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

EQUIPMENT WITH INDEPENDENT MINIMUMS

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

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

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

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

TERM AND PAYMENT SCHEDULE

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

END OF AGREEMENT OPTIONS

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

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

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

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

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

X

PRINT NAME OF GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Sales and Use Tax Blanket Exemption Certificate

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

Document Solutions, A Division of Modern Office Methods

(Vendor's name)

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

Government

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

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

City Auditor

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

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

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

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

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

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

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

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

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

Modern Office Methods, Inc. dba Document Solutions

Lessor

Signature

Title

Date

City of Reynoldsburg Police Department

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between , as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

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

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

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

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Addendum - Client Asset Pick-up Authorization

Company	Address	City St Zip
Contact	Phone	eMail

[illegible]

Addendum - Pre-Installation Site Survey

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

[illegible]

Machine Removal Information

Hard Drive Security

- ☒ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- ☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- ☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____

Title: _____

Date: _____

HD Security Terms & Conditions Acceptance

Client Asset Pick-up Authorization

- ☐ **"Remove" & Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- ☒ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- ☐ **"Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name _____

Signature _____

Requested Return Date: ____ / ____ / ____

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Canon iR4045	Serial #	HRN08026	Location	7240 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"

Asset(s) To Be Relocated

Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone
Model		Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

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

Site Survey

General									
Company	City of Reynoldsburg Police Department			Contact	Cheryl Kristy			Order #	
Address	7240 E main St			Phone #	614-322-6932			Sales Rep Dan Lamatrice	
City St Zip	Reynoldsburg ohio 43068			e-Mail	ckristy@reypd.com			Date 2/6/2017	
Delivery Information									
Model	Canon iR4545i			115v/15a	115v/20a	220v/20a	Steps	☐	
Location	7240 E main st			Elevator	☐			☐	
IPAddress	☐			Dock	☐			☐	
Model				115v/15a	115v/20a	220v/20a	Steps	☐	
Location				Elevator	☐			☐	
IPAddress				Dock	☐			☐	
Connectivity & Software									
IT Contact				☐ Hot Swap		☐ User Codes ☒ Scan to Email ☐ Fiery / Creo			
IT Phone				☐ Demo Unit		☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer			
IT Email						☐ Fax Forward ☐ PPDM ☐ PS for Macs			
☒ Internal ☐ Outsourced ☐ None									
Who will be networking the equipment?				Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No					
☒ MOM ☐ Client ☐ Not Connected				Is there a fax line available within 5 feet of the machine? ☒ Yes ☐ No					
Modern Office Methods would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☒ DCA Already Installed ☐ DCA Install Approved									
Network Services & Installation Rates Charge					Software Acknowledgement & Release				
Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these					Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.				
Connectivity Warranty									
Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.									
Client Responsibilities									
Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client. - Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training.									
Signature _____ Network Installation Terms & Conditions Acceptance					Date _____				
Post-Installation Training ☒ Yes ☐ No									
Key Operator Contact		Cheryl Kristy		Phone #		614-322-6932		e-Mail ckristy@reypd.com	
Special Instructions									

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

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

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

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

Passed: _____, 2017

ORDINANCE NO. _____-17

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Rating; Bond Insurance and Financing Costs.

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

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

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

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

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

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

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

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

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

Passed: _____, 2017

Attest:

Clerk of Council
April Beggerow

President of Council
Doug Joseph

Approved:

Mayor
Brad McCloud

Date: _____, 2017

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

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2017

Published: _____, 2017

FISCAL OFFICER'S CERTIFICATE

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

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

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

Dated: _____, 2017

City Auditor
City of Reynoldsburg, Ohio

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

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

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

Passed: _____, 2017

ORDINANCE NO. _____-17

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Rating; Bond Insurance and Financing Costs.

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

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

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

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

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

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

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

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

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

Passed: _____, 2017

Attest:

Clerk of Council
April Beggerow

President of Council
Doug Joseph

Approved:

Mayor
Brad McCloud

Date: _____, 2017

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

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2017

Published: _____, 2017

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

FISCAL OFFICER'S CERTIFICATE

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

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

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

Dated: _____, 2017

City Auditor
City of Reynoldsburg, Ohio

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

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

DATE: **February 27, 2017****TO:** **Safety Committee****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 741.01
SALES AND 741.05 WAIVER OF CHAPTER 741 SOLICITORS. (First
Reading 2/13/2017).

Please see attached document for proposed text amendments.

741.01 SALES.

No person or organization shall sell, offer for sale, or solicit orders for any goods, property, merchandise, periodicals or services by going from door to door within the City unless such person or organization has first registered with the ~~Safety~~Service Director in accordance with Section 741.03 and obtained the permit described in Section 741.04.

741.05 WAIVER.

(c) If the application for a waiver is denied, the applicant may appeal the Service Director's denial to Council. Reversal of the ~~Safety~~/Service Director's denial and granting a waiver requires a two-thirds vote of the entire Council.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6878 Phone****ORDINANCE REQUEST**

DATE: **February 27, 2017****TO:** **Finance Committee****RE:** Ordinance Authorizing the Reynoldsburg Parks and Recreation
Department to Apply for and Accept the Community Development Grant
through Recycle Ohio, Ohio Environmental Protection Agency. (First
Reading 2/13/2017).

This Grant Will be Applied for in Conjunction with Keep Reynoldsburg Beautiful for Various Beautification, Education and Litter Prevention Projects. This grant has a 50% match and, if awarded, will be issued for July 1, 2017 through June 30, 2018 and used in fiscal years 2017 and 2018.

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

ORDINANCE REQUEST

DATE: February 27, 2017

TO: Finance Committee

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTION 160.02 “AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE” Subsection (f) “Police Department”; of CHAPTER 160 EMPLOYEE COMPENSATION. (First Reading 2/13/2017).

Request authorization to change Chapter 160.02(f) Police Department - please see attached

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	19
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council **	1 p/t	Unclassified	10
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	21
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	20
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	21
Development Director			
Administrative Assistant**	1pt	Unclassified	10
Planning & Zoning Administrator	1	Classified	19
** (shared position between Development and Clerk of Council Office)			
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	20
Human Resources Generalist	1	Unclassified	12
(e) PARKS & RECREATION DEPARTMENT			
Director	1	Unclassified	20
Administrative Assistant	1	Unclassified	12
Director Senior Citizens Center	1	Classified	16

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	9
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	14
Grounds Superintendent	1	Classified	14
Parks Maintenance –Crew Leader	1	Classified	11
Parks Maintenance	2	Classified	2
Horticulturist	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	26
Chief of Police	1	Classified	26A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	46	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Clerk	2 1 p/t	Classified	7
Property Room Clerk	1	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	25
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Custodian	2	Classified	5
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14

Administrative Assistant	1	Classified	11
Code Compliance Officer	2	Classified	6

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator 1p/t		Classified	10
Billing Supervisor	1	Classified	13
Account Clerk 2	4	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	6	Classified	10
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	13
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Pollution Control Technician	1	Classified	10
Maintenance Spec/Equip Operator	1	Classified	10
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	23



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

INTER-OFFICE COMMUNICATION

.....

Date: January 13, 2017

To: Mayor Brad McCloud

From: Chief Jim O'Neill

Subject: Cost Comparison

.....

Sir,

See the table below for the comparison associated with a proposed change in staffing of the police property room with one full-time clerk and one 20-hour clerk replacing the current staffing of two $\frac{3}{4}$ positions (30 hours/week).

The annual salary/benefits cost associated with the proposed change is as follows:

20 hour a week employee = 1040 hours per year

Salary at \$16.0058 =	\$16,646.03
OPERS 14% of salary =	\$2,330.44
Medicare Tax 0.0145% of salary =	\$241.36
Total:	\$19,217.83

40 hour a week employee = 2080 hours per year

Salary at \$18.0058 (\$2.00 increase from current) =	\$37,452.64
Health Care =	\$14,622.96
HSA =	\$4,000.00
Vision =	\$241.08
Dental =	\$1,079.40
OPERS 14% of salary =	\$5,243.28
Medicare Tax 0.0145% of salary =	\$543.05
Life Ins / Short Term / etc =	\$40.00
Total:	\$63,222.41

Overall Total: **\$82,440.24**

The annual salary/benefits cost for continuing the current staffing is as follows:

Two 3/4 –time Clerks working 30 hours/ week = 3120 hours per year

Salary total for both clerks =	\$51,593.00
Health Care =	\$29,245.92
HSA =	\$ 8,000.00
Vision =	\$ 482.16
Dental =	\$ 2,158.80
OPERS (14%) =	\$7,223.02
Medicare Tax (.0145%)	\$722.23
Life Ins.	\$ 80.00
Total:	\$99,505.13

Savings associated with change:

Total Projected with current Staffing =	\$99,505.13
Total Projected with proposed changes =	- \$82,440.24
Projected Savings	\$17,064.89

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

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

The Reynoldsburg Division of Police is requesting permission to enter into a contract with Document Solutions to replace out of date equipment. Please see the attached contract with Document Solutions. This contract will replace an out of date and out of contract risograph machine that is no longer cost effective for the department to operate.



A Proposal For: Reynoldsburg Police Department

By: Dan Lamatrice

Attachment: Doc Solutions Contract (1646 : Enter into Contract to Replace Risograph)

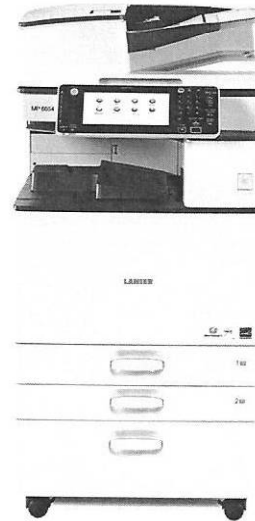


TOTAL **GREEN** DOCUMENT SOLUTIONS

Proposed Solution: Lanier MP4054SP

Key Features:

- Print/Copy/Scan
- Print and copy speed of 40 pages per minute
- 2 - 550-sheet paper cassettes, 100-sheet bypass
- Tandem Large Capacity Tray
1,000 sheets x 2
- Paper size up to 11" x 17"
- A Tiltable, 9" Full Color Control Panel
- 220 - sheet Single Pass Document Feeder
- Energy Star Compliant



Monthly Lease Payment:

~~\$218.00~~ \$206.39

Length of Term

60 Months

Maintenance: Included in Lease

Black Copies/Prints Included:	10,000
Black Copy/Print Overage Charge:	\$.0077

Quote Terms:

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



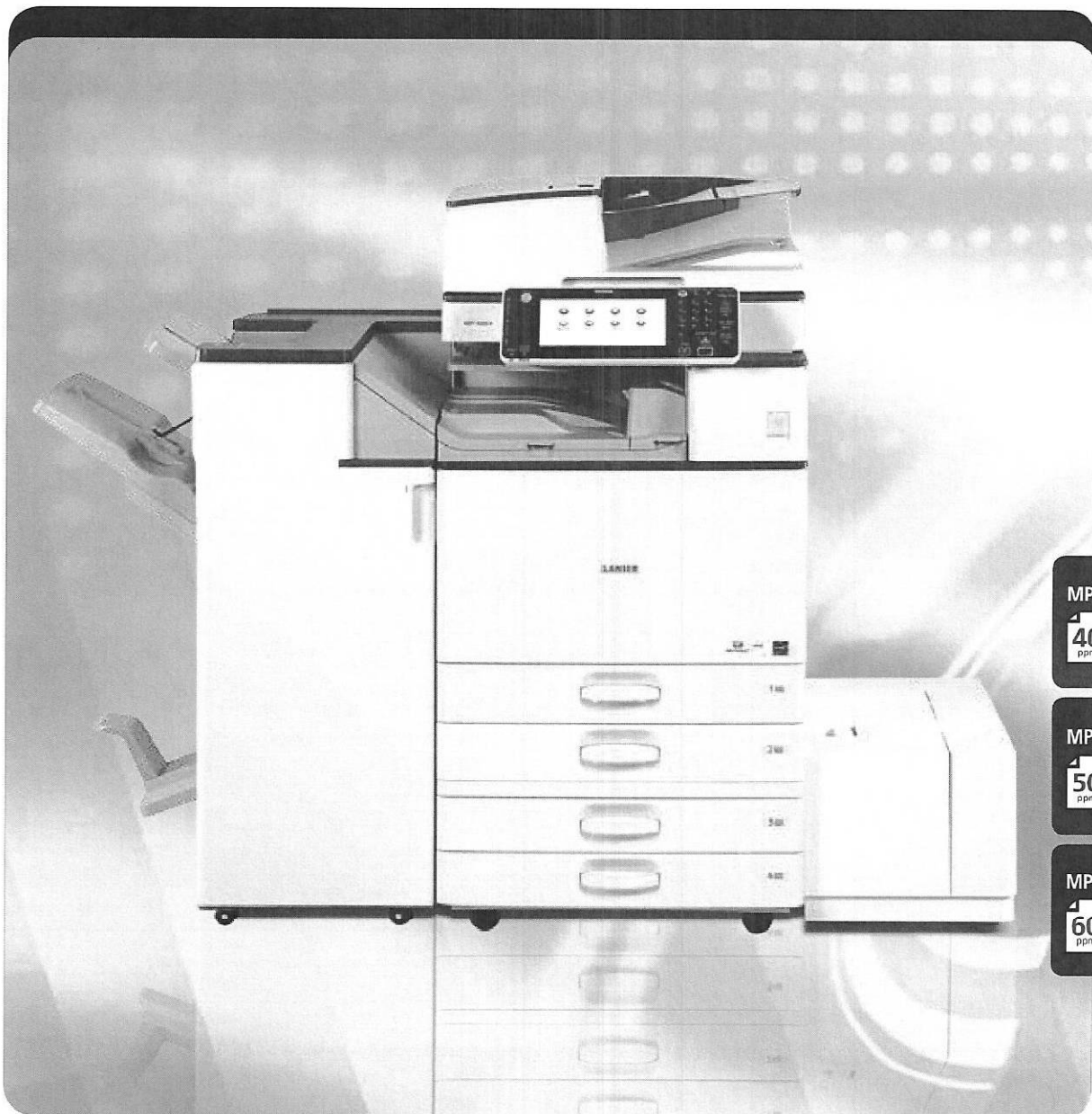
TOTAL GREEN DOCUMENT SOLUTIONS

LANIER

MP 4054
MP 5054
MP 6054

Multifunction B&W

- ✓ Copier
- ✓ Printer
- ✓ Facsimile
- ✓ Scanner



MP 4054

40 ppm monochrome

MP 5054

50 ppm monochrome

MP 6054

60 ppm monochrome

Attachment: Doc Solutions Contract (1646 : Enter into Contract to Replace Risograph)

Manage information — and new opportunities — effortlessly

You're the expert. But what good is having all that information if you can't share it with anybody? With the LANIER™ MP 4054/MP 5054/MP 6054, you can produce and share your best ideas with more people in more locations. Whether you need to print important documents and fax them to a client, scan an invoice to your mailbox or simply copy notes from a morning meeting, you can move information quickly and intuitively from this multifunction device. Create shortcuts for frequent tasks to save time. Use your smartphone to print documents whether you're at your desk, down the hall or out of the office. Take advantage of user authentication tools to ensure key information gets to the right people. You can even monitor user activity and energy consumption remotely, so you know if you're making the right decisions along the way.

- Print up to 60 black-and-white prints/copies per minute
- Use mobile printing to produce documents from anywhere
- Perform more everyday tasks using less space
- Protect documents and intellectual property with user authentication
- Minimize operating costs with energy-saving features



Perform ordinary tasks with extraordinary precision

Improve the way you manage information

Work faster, make better decisions

How quickly can you get information in the hands of those who need it the most? Use the Lanier MP 4054/MP 5054/MP 6054 to transition from one job to the next with ease. With recovery from sleep mode in only 4.9 seconds, you can start moving information almost as soon as you think of it. Use the intuitive, one-touch controls to produce up to 60 black-and-white pages per minute on a wide range of media. Convert paper documents into digital format for faster retrieval and distribution with the standard 220-Sheet Single Pass Document Feeder (SPDF), which scans up to 180 color or black-and-white images per minute. You can also use the optional OCR scanning feature to create PDF files that can be accessed simply by searching for key words in the document.



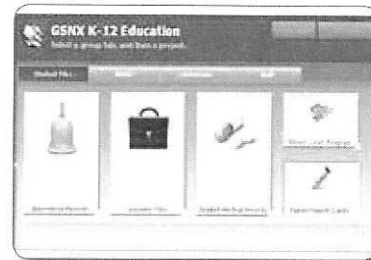
Work from more locations

You never know where your workday will take you. Be ready for anything — from anywhere. Print directly to the Lanier MP 4054/MP 5054/MP 6054 using Lanier HotSpot Enterprise. Use your smartphone to connect to the MFP and print network documents at your convenience and save yourself a long trek back to your desk. You can also bring your work with you via a USB drive or SD card. Simply plug it into the networked MFP and print or scan documents right from the device. With the Smart Device Connector app, you can copy, print, scan and fax directly from your smart device. Simply touch your smart device to the NFC tag on the optional Smart Operation Panel or scan the QR Code to automatically connect to the MFP and access these functions.



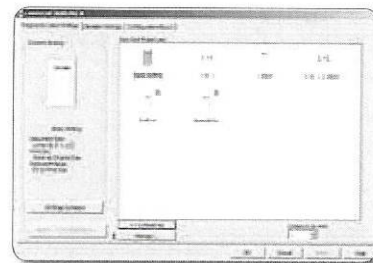
Minimize steps, maximize productivity

Nobody knows your job better than you do — so you know how to make it better. With the Lanier MP 4054/MP 5054/MP 6054, you can customize workflows to simplify how you work. Use icons on the Home Screen as shortcuts to frequently used tasks and skip repetitive steps with a single touch. Take advantage of embedded software like GlobalScan® NX to scan and convert paper documents to digital files quickly so you gain easier access to important information across the enterprise. Add other third-party vendor solutions to simplify content management and other business-critical tasks so you can work with fewer manual touchpoints and minimize errors.



Impress with high-quality documents

Capture the attention of your audience with a wider range of professional-looking documents. It's easy with the icon-driven, preset PCL6 interface driver. With a single click, you can produce eye-catching black-and-white documents at up to 1200 dpi. Print on more types of stocks, including thicker paper, sizes up to 11" x 17" and even envelopes from the standard tray. Plus, you can choose between several automated finishers for end-to-end document production with incredible quality in fewer steps.



Simplify your workday with a wider range of capabilities

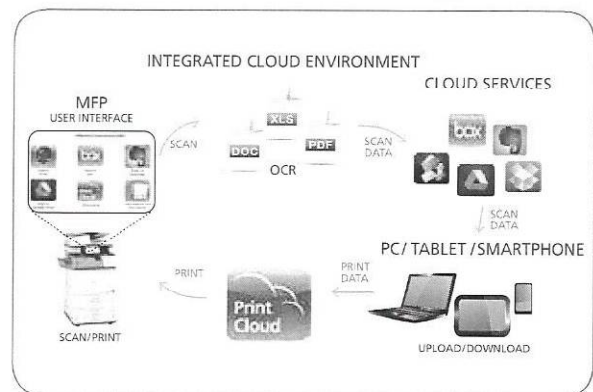
Access key functions conveniently

You use your smartphone or tablet every day because it's convenient and keeps you connected. Now you can say the same about the MFP in your office. With the Lanier MP 4054/MP 5054/MP 6054, you can simplify routine actions like printing, copying, scanning and faxing with the same intuitive drag-and-drop, pinch-and-flick and swipe scrolling you use on your personal devices. Navigate between key functions with ease via the optional 10.1" Wide Super VGA Smart Operation Panel. You'll have fewer steps, so you can access and share information in only moments.



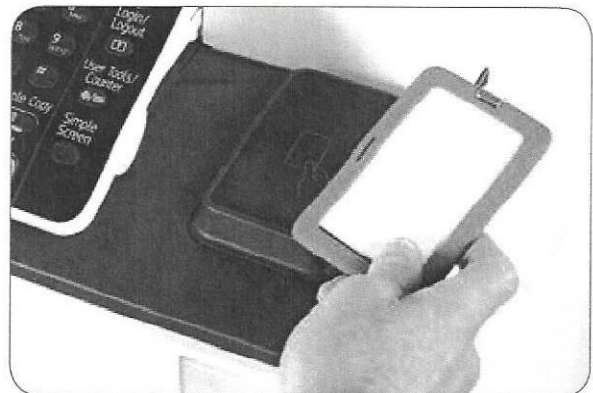
Move information in more ways, from more places

You have enough to do. Let us handle some of it for you. After all, our legacy includes finding fast, affordable ways to automate routine tasks to simplify the way you work. Need to grab an important document to share with an offsite client? Want to share newly captured information with people who may be away from the office? Use the optional Integrated Cloud Environment (ICE) solution to manage information in the Cloud — and be spared expensive servers, equipment and maintenance. Visitors to your office can have the same convenience. They can send emails with attachments directly to the MFP for fast, easy printing without downloading print drivers.



Protect what's most important

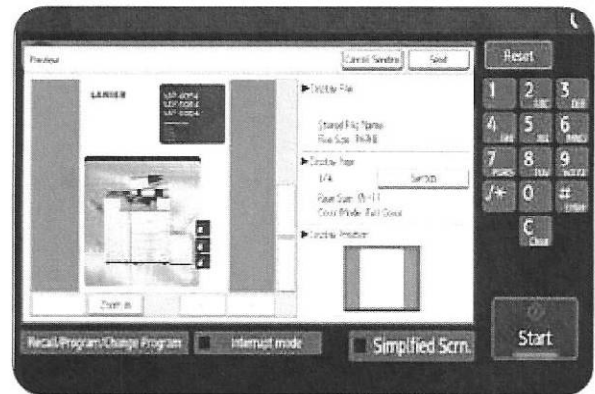
You have something in high demand — information. It's important that you protect it to ensure it gets to the right people. With the Lanier MP 4054/MP 5054/MP 6054, you can store documents at the device for safekeeping. Release them by swiping an authorized ID card at the optional card reader or by entering a passcode on the control panel. Add watermarks to documents and mask copy when unauthorized users try to duplicate them. You can also use PDF encryption to scramble data on confidential PDFs to keep information safe. Worried about information you leave behind? With the DataOverwriteSecurity System (DOSS), images and data on the hard drive are rendered unreadable automatically.



Discover an easier way to handle more types of jobs

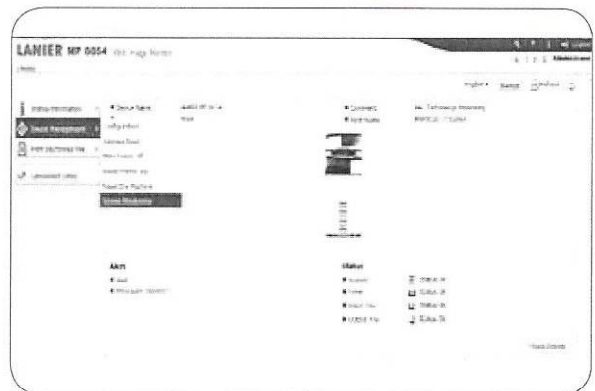
Improve collaboration with digital delivery

You can't predict when you're going to get a great idea. But you can know exactly when the next person gets it. Send important information — including black-and-white or color images and documents — in PDF, TIFF or JPEG formats via Scan-to-File/Folder/URL/FTP/Email without wasting paper or time. You can compress larger or more complex graphics files and send them just as easily without compromising quality. When you need to send contracts, invoices or other paper documents, use Internet Faxing, LAN Faxing or IP Fax for fast delivery. You can even use the Lanier MP 4054/MP 5054/MP 6054 as a conduit for remote faxing and minimize the need for additional phone lines and fax boards.



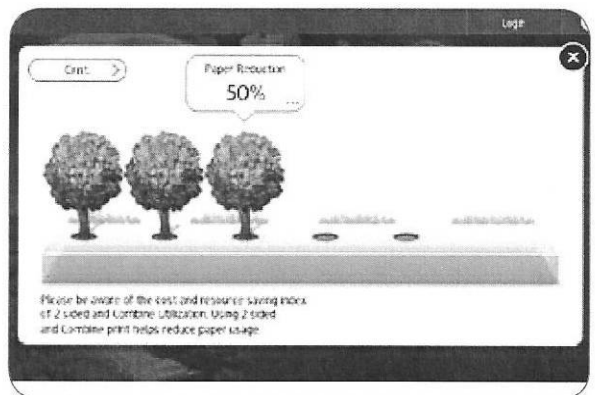
Expedite everyday tasks

You're facing enough challenges. Your office MFP shouldn't be your next one. On other systems, a single paper jam can derail productivity for an entire workgroup before the problem is even discovered. With the Lanier MP 4054/MP 5054/MP 6054, you only need to follow the on-screen animation and LED guide (inside the MFP) and you can trace the source of the problem in moments. Reloading paper is just as easy. Expand capacity to 4,700 sheets with optional paper trays and print for extended runs without interruptions. In addition, you can automate meter reads, access system settings, streamline firmware updates and more — all from the convenience of your desktop — so you can spend more time on core, revenue-generating tasks.



Conserve energy to reduce operating costs

You'll find just the opposite to be true with the Lanier MP 4054/MP 5054/MP 6054. It offers low cost-per-page and best-in-class typical electricity consumption (TEC) values so you can reduce costs while meeting your sustainability goals. With a shorter recovery time of less than 5 seconds from sleep mode, the Lanier MP 4054/MP 5054/MP 6054 keeps up with today's fast-paced business environment. You can program the device to power on or off during specified times to conserve energy for even greater savings. Plus, the device meets EPEAT® Gold* criteria — a global environmental rating system for electronic products — and is certified with the latest ENERGY STAR™ specifications.



Eco-Friendly Indicator Screen as shown on the Smart Operation Panel.

*EPEAT Gold rating is applicable only in the USA.

Streamline document management tasks in small offices and workgroups



Lanier MP 6054 shown with optional One-Bin Tray, 2,000-Sheet Tandem Large Capacity Tray, 1,500-Sheet Side Large Capacity Tray and 3,000-Sheet Stapler Finisher.

- 1 Navigate from job to job easily via the standard, full-color, 9" tiltable LCD control panel featuring a USB/SD card slot and a customizable home screen to link to commonly performed jobs.
- 2 Handle one- and two-sided originals for copying, scanning and faxing efficiently from the standard 220-Sheet Single Pass Document Feeder (SPDF).
- 3 Extend print runs and minimize interruptions with standard 2 x 550-Sheet Paper Trays.
- 4 Accommodate a wide range of paper sizes and types, including poster printing, via the standard 100-Sheet Bypass Tray.
- 5 Use the optional 2,000-Sheet Tandem Large Capacity Tray (shown) to produce large quantities of letter size documents. Other options include a 1 x 550-Sheet Paper Tray, 2 x 550-Sheet Paper Tray, 1,500-Sheet Side Large Capacity Tray (shown) and Cabinet Type F.
- 6 Produce professional documents and minimize outsourcing. The optional 3,000-Sheet Stapler Finisher (shown) accommodates up to 50-sheet document sets with a choice of three single staple positions or a double staple. An optional 2/3-Hole Punch Unit installs inside the finisher. Design your own complete document production solution with other optional finishers, including a 500-Sheet Internal Finisher, 1,000-Sheet Stapler Finisher, 1,000-Sheet Booklet Finisher, and a 2,000-Sheet Booklet Finisher.
- 7 Separate output and simplify document retrieval with an optional 125-Sheet One-Bin Tray (shown) and 250-Sheet Internal Shift-Sort Tray.

Spread your message with professional finished output

You've come up with a great idea. But, you're not finished yet. You have to present it so your audience feels compelled to do something with it. With the Lanier MP 4054/MP 5054/MP 6054, you have a choice of finishers to add a polished, more professional look to your presentations. Each finisher automates cumbersome manual tasks to improve consistency and minimize manual errors — while letting you concentrate on your next big idea.



Finisher	Paper Capacity	Hole-Punch	Saddle Stitch	Supported Systems
SR3130 Internal Finisher	500 Sheets	Optional	N/A	MP 4054/MP 5054
SR3140 Stapler Finisher	1,000 Sheets	Optional	N/A	All
SR3160 Stapler Finisher	3,000 Sheets	Optional	N/A	All
SR3150 Booklet Finisher	1,000 Sheets	Optional	✓	All
SR3170 Booklet Finisher	2,000 Sheets	Optional	✓	All

Engine/Copier Specifications

Scanning Element	One-Dimensional Solid Scanning Through CCD
Printing Process	Twin Laser Beam Scanning & Electrophotographic Printing
Toner Type	Dry, dual component
Copy Resolution	600 x 600 dpi
Maximum Copy Quantity	Up to 999
First Page Out Time	4 Seconds for MP 4054 2.9 Seconds for MP 5054/MP 6054
Warm-Up Time	14 seconds with Standard Operation Panel
Recovery Time From Sleep Mode	4.9 seconds
Memory	2 GB RAM + 320 GB HDD (Shared)
Original Type	Book/Sheet/Object
Maximum Original Size	Up to 11" x 17"
R&W Print Speed (Letter/A4)	MP 4054: 40 prints/minute MP 5054: 50 prints/minute MP 6054: 60 prints/minute
Power Source	120V/60Hz/17A
Typical Electricity Consumption (TEC)**	MP 4054: 1.5 kWh/week MP 5054: 2.2 kWh/week MP 6054: 2.6 kWh/week
Standard Paper Capacity	1,200 sheets (550 sheets x 2 trays, and 100-Sheet Bypass Tray)
Maximum Paper Capacity	4,700 sheets (w/Tandem LCT + Side LCT)
Supported Paper Types	Plain Paper, Transparencies*, Letterhead, Color Paper, Pre-Punched Paper, Labels*, Envelopes, Cardstock, Recycled, Preprinted Paper, Bond Paper
Supported Paper Sizes	Bypass Tray: 5.5" x 8.5" – 12" x 18" (A6 – A3) Tray 1 & 2: 5.5" x 8.5" – 11" x 17" (A6 – A3)

Supported Paper Weights

	Tray 1 & 2: 16 – 80 lb. Bond (60 – 300 g/m ²)
Standard Output Capacity	500 sheets
Maximum Output Capacity	3,625 sheets (Bridge Unit + 1 Bin + 3,000-Sheet Finisher)
Document Feeder Type	Single Pass Document Feeder (SPDF)
Document Feeder Original Size	5.5" x 8.5" – 11" x 17" (A5 – A3)
Document Feeder Paper Weight	Simplex: 11 – 34 lb. Bond (40 – 128 g/m ²) Duplex: 14 – 34 lb. Bond (52 – 128 g/m ²)
Document Feeder Capacity	220 sheets
Preset Reduction & Enlargement Ratios	25%, 50%, 65%, 73%, 78%, 85%, 93%, 100%, 121%, 129%, 155%, 200%, 400%
Zoom Range	25% to 400% in 1% increments
Standard Features	Auto Paper Select, Auto Tray Switch,

Dimensions (WxDxH) (includes SPDF)

Weight
*Bypass Tray only
**Typical electricity consumption by ENERGY STAR program

23.1" x 26.8" x 37.9"
(587 x 680 x 963 mm)
163.1 lbs., 74 kg

Print Specifications (Standard)

Processor Speed	533MHz
Connection Type	Standard: 10Base-T/100/1000BaseTX Ethernet, USB2.0 Type A (2 ports on back of device, 1 port on Operation Panel), SD slot on Operation Panel, USB2.0 Type B
Optional: IEEE 802.11a/b/g/n Wireless LAN, USB Device Server (second NIC), & IEEE 1284 Parallel	
Network Protocols	TCPIP (IPv4, IPv6), IPX/SPX*
Supported Operating Systems	Windows Vista/7/8/XP, Windows Server 2003/2003R2/2008/2008R2/2012/2012R2; Netware* 6.5 or later, Unix Filters for Sun Solaris, HP-UX, SCO OpenServer, Red Hat Linux, IBM AIX, Mac OS X 10.6 or later, SAP R/3, NDPS Gateway, IBM iSeries/AS/400* using OS/400 Host Print Transform, Citrix Presentation Server 4.5/Citrix Xen App 5.0, 6.0, 6.5
Device Management Utilities	Web Image Monitor, Embedded @Remote, @Remote Office Appliance, @Remote Enterprise Pro, Device Manager NX Lite and Accounting, Device Manager NX Pro and Enterprise, @Remote Connector NX
Printer Languages	Standard: PCL5e/6, Optional: Adobe PostScript 3*, IPDS & XPS
Print Resolution	Up to 1200 x 1200 dpi
Font Support	PCL5e/6: 45 Scalable Fonts, 13 International Fonts PS3: 136 Roman Fonts (optional) IPDS: 108 Roman Fonts (optional) Sample/Locked/Hold/Store/Print
Standard Features	*Requires optional SD Card for Netware

Lanier MP 4054/MP 5054/MP 6054

SYSTEM SPECIFICATIONS

Scan Specifications (Standard)

Scan Speed (B&W & Full Color)	110 ipm Simplex/180 ipm Duplex (Letter, A4)
Scan Resolution	Color & B/W: Up to 600 dpi I/MAIN: Up to 1200 dpi Up to 11" x 17"
Platen Size	Standard: 10Base-T/100/1000BaseTX Ethernet
Connection Type	Optional: IEEE 802.11a/b/g/n Wireless LAN TCP/IP, NCP*, SMB, SMTP, POP, FTP, IMAP4 Single and Multi-Page TIFF/PDF, High-Compression PDF, PDF/A and Single-Page JPEG
Standard Features	Embedded Scan-to-Email/Folder/URL, Scan-to-USB/SU, I/MAIN and Color Scanning

*Requires optional SD Card for Network

Fax Specifications (Option)

Fax Option Type M12

Circuit	PSTN, PBX
Compatibility	ITU-T G3
Resolution	200 x 200/100 dpi 400 x 400 dpi (optional)
Compression Method	MH, MR, MMR, JBIG
Scanning Speed (LEF)	Up to 68 ppm (Letter/A4)
Modem Speed	33.6 Kbps with auto fallback
Transmission Speed	G3: 3 seconds per page (MMR Compression) G3: 2 seconds per page (JBIG Compression)
SAF Memory	4 MB standard/60 MB maximum 320 pages/4,800 pages
Max Auto Dials	2,000
Group Dials	100 (max. 500 numbers per group)
Standard Features	Dual Access, Duplex Reception, Image Rotation, 1 Hour Backup, LAN-Fax Capability, Internet Faxing (T.37), IP Faxing (T.38), Fax Forwarding to E-Mail/HDD/Folder
Optional Features	Simultaneous Operation of up to 3 lines (G3 x 3)

Security Features (Standard)

DOSS, HDD Encryption, S/MIME, IPsec Communication, Locked
Print Password Encryption, Address Book Encryption, SSL, User
Authentication, Quota Setting/Account Limit, SNMP v3, SMTP
over SSL and PDF encryption

Optional Hardware Accessories

Paper Handling & Cabinet Options

One-Tray Paper Bank (PB3150) ^{1,5}	
Paper Capacity	550 sheets x 1 tray
Supported Paper Sizes	5.5" x 8.5" to 11" x 17" (A5 – A3)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	23.1" x 27" x 4.7" (587 x 685 x 120 mm)
Iwo-Tray Paper Bank (PB3220) ¹	
Paper Capacity	1,100 sheets (550 sheets x 2 trays)
Supported Paper Sizes	5.5" x 8.5" to 11" x 17" (A5 – A3)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	23.1" x 27" x 9.7" (587 x 685 x 247 mm)
Tandem Large Capacity Tray (PB3230) ¹	
Paper Capacity	2,000 sheets (1,000 sheets x 2)
Supported Paper Sizes	8.5" x 11" (A4)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	23.1" x 27" x 9.7" (587 x 685 x 247 mm)
Side Large Capacity Tray (RT3030) ⁴	
Paper Capacity	1,500 sheets
Supported Paper Sizes	8.5" x 11" (A4)
Supported Paper Weight	16 – 80 lb. Bond/166 lb. Index (60 – 300 g/m ²)
Dimensions (WxDxH)	13.4" x 21.4" x 11.4" (340 x 545 x 290 mm)
Cabinet Type F ¹	
Dimensions (WxDxH)	23.1" x 26.7" x 10" (586 x 679 x 256 mm)
Weight	Less than 29.3 lbs. (13.25 kg)

Output Trays & Finisher Options

Internal Shift-Sort Tray (SH3070) ²	
Paper Capacity	250 sheets (8.5" x 11" or smaller) (A4 – A5) 125 sheets (8.5" x 14" or larger) (B4 – A3)
Supported Paper Sizes	5.5" x 8.5" to 12" x 18" (A6 – A3)
Supported Paper Weight	14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Bin Tray (BN3110)	
Supported Paper Sizes	5.5" x 8.5" to 11" x 17" (A6 – A3)
Supported Paper Weight	14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Paper Capacity	125 sheets
500-Sheet Internal Finisher (SR3130) ^{2,6}	
Supported Paper Sizes	5.5" x 8.5" – 12" x 18" (A6 – A3)
Supported Paper Weight	14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Stack Capacity	500 sheets (8.5" x 11" or smaller) (A4) 250 sheets (8.5" x 14" or larger) (B4 – A3) 8.5" x 11" to 11" x 17" (A4 – A3) 50 sheets (8.5" x 14" or larger, and/or Mixed Sizes) (B4 – A3) Top, Bottom, 2 Staples
Staple Paper Size	14 – 28 lb. Bond (52 – 105 g/m ²)
Staple Paper Weight	50 sheets (8.5" x 11") (A4)
Staple Capacity	30 sheets (8.5" x 14" or larger, and/or Mixed Sizes) (B4 – A3)
Staple Positions	Top, Bottom, 2 Staples
Dimensions (WxDxH)	21.5" x 20.6" x 6.7" (546 x 523 x 170 mm)
2-/3-Hole Punch Unit (PU3040NA)	
(Optional; Installs inside SR3130 Internal Finisher)	
1,000-Sheet Finisher (SR3140) ^{2,3,6}	
Supported Paper Sizes	Proof Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3) Shift Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3)
Supported Paper Weight	Proof Tray: 14 – 45 lb. Bond/93 lb. Index (52 – 169 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²)
Stack Capacity	Proof Tray: 250 sheets (8.5" x 11") (A4) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 1,000 sheets (8.5" x 11") (A4) 500 sheets (8.5" x 14" or larger) (B4) 50 sheets (8.5" x 11") (A4) 30 sheets (8.5" x 14" or larger) (B4)
Staple Capacity	8.5" x 11" – 11" x 17" (A4 – A3) 14 – 28 lb. Bond (52 – 105 g/m ²) Top, Bottom 2 Staples
Staple Paper Size	22.2" x 24.4" x 37.8" (563 x 620 x 960 mm)
Staple Paper Weight	1,000-Sheet Booklet Finisher (SR3150) ^{2,3,4}
Supported Paper Sizes	Proof Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3) Shift Tray: 5.5" x 8.5" – 11" x 17" (A6 – A3) Booklet Tray: 8.5" x 11" – 11" x 17" (A4 – A3)
Supported Paper Weight	Proof Tray: 14 – 45 lb. Bond (52 – 169 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²) Booklet Tray: 14 – 28 lb. Bond (52 – 105 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) (A4) 50 sheets (8.5" x 14" or larger) (B4 – A3) Shift Tray: 1,000 sheets (8.5" x 11" or smaller) (A4) 500 sheets (8.5" x 14" or larger) (B4 – A3) Booklet Tray: 20 Sets (2 – 5 sheets), 10 Sets (6 – 10 sheets) & 7 Sets (11 – 15 sheets)
Stack Capacity	Normal Staple: 50 sheets (8.5" x 11") (A4), 30 sheets (8.5" x 14" or larger) (B4 – A3) Saddle Stitch: 15 sheets
Staple Capacity	Normal Staple: 8.5" x 11" – 11" x 17" (A4 – A3) Saddle Stitch: 8.5" x 11" – 11" x 17" (A4 – A3)
Staple Paper Size	14 – 28 lb. Bond (52 – 105 g/m ²) Top, Bottom, 2 Staples, Booklet
Staple Paper Weight	22.2" x 24.4" x 37.8" (563 x 620 x 960 mm)
Staple Positions	2-/3-Hole Punch Unit (PU3050NA)
Dimensions (WxDxH)	(Optional; Installs inside SR3150 or SR3170 Finishers)

2,000-Sheet Booklet Finisher (SR3170)^{2,3,4}

Support Paper Sizes	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Shift Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Booklet Tray: 8.5" x 11" to 12" x 18" (A4 – A3)
Support Paper Weight	Proof Tray: 14 – 58 lb. Bond (52 – 220 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²) Booklet Tray: 17 – 28 lb. Bond (64 – 105 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) (A4) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 2,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,000 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) Booklet Tray: 30 sets (2 – 5 sheets) or 15 sets (6 – 10 sheets) or 10 sheets (11 – 15 sheets) or 6 sets (16 – 20 sheets)
Stack Capacity	Normal Staple: 50 sheets (8.5" x 11" to 11" x 17" and Mixed Sizes) (A4 – A3) Saddle Stitch: 20 sheets
Staple Capacity	Normal Staple: 8.5" x 11" to 11" x 17" (A4 – A3) Saddle Stitch: 8.5" x 11" to 12" x 18" (A4 – A3)
Staple Paper Size	Normal Staple: 14 – 28 lb. Bond (52 – 105 g/m ²) Saddle Stitch: 17 – 28 lb. Bond (64 – 105 g/m ²)
Staple Paper Weight	Top, Bottom, 2 Staples, Top Slant, Booklet 25.9" x 24.1" x 37.8" (657 x 613 x 960 mm)
Staple Positions	3,000-Sheet Finisher (SR3160) ^{2,3,4}
Dimensions (WxDxH)	Support Paper Size
25.9" x 24.1" x 37.8" (657 x 613 x 960 mm)	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Shift Tray: 5.5" x 8.5" to 12" x 18" (A6 – A3) Proof Tray: 14 – 58 lb. Bond/172 lb. Index (52 – 220 g/m ²) Shift Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) (A4) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 500 sheets (A5 LEF) 100 sheets (5.5" x 8.5" SEF) (A5 SEF, A6 SEF) 50 sheets (8.5" x 14" or larger) (B4) Shift Tray: 3,000 sheets (8.5" x 11" LEF) (A4 LEF) 1,500 sheets (11" x 17" SEF, 8.5" x 13" SEF, 8.5" x 11" SEF, 12" x 18" SEF) (A3 SEF, A4 SEF) 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**DOCUMENT MANAGEMENT
AGREEMENT**

APPLICATION NO.

AGREEMENT NO.

14.d.a

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

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

CUSTOMER INFORMATION

FULL LEGAL NAME

City of Reynoldsburg Police Department

STREET ADDRESS

7240 E Main St

CITY

STATE

ZIP

PHONE

FAX

Reynoldsburg

Oh

43068

614-322-6800

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING METER - COLOR
Lanier MP4054		206.39	10,000		.0077			

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR
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Monthly Payment* \$ _____ B&W Impressions per Month _____ B&W Overages* \$ _____
Color Impressions per Month _____ Color Overages* \$ _____

TERM AND PAYMENT SCHEDULE

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

END OF AGREEMENT OPTIONS

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

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

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

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

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

X

PRINT NAME OF GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Site Survey

General							
Company	City of Reynoldsburg Police Department		Contact	Cheryl Kristy		Order #	
Address	7240 E main St		Phone #	614-322-6932		Sales Rep Dan Lamatrice	
City St Zip	Reynoldsburg ohio 43068		e-Mail	ckristy@reypd.com		Date 1/12/2017	
Delivery Information							
Model	Lanier MP4054		Steps	☐	Model		
Location	115v/15a ☐	115v/20a ☐	Elevator	☐	Location	115v/15a ☐	115v/20a ☐
IP Address	☐	☐	Dock	☐	IP Address	☐	☐
Model			Steps	☐	Model		
Location	115v/15a ☐	115v/20a ☐	Elevator	☐	Location	115v/15a ☐	115v/20a ☐
IP Address	☐	☐	Dock	☐	IP Address	☐	☐
Connectivity & Software							
IT Contact			☐ Hot Swap	☐ User Codes ☒ Scan to Email ☐ Fiery / Creo			
IT Phone			☐ Demo Unit	☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer			
IT Email				☐ Fax Forward ☐ PPDM ☐ PS for Macs			
☒ Internal ☐ Outsourced ☐ None							
Who will be networking the equipment?			Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No				
☒ MOM ☐ Client ☐ Not Connected			Is there a fax line available within 5 feet of the machine? ☐ Yes ☒ No				
Modern Office Methods would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☒ DCA Already Installed ☐ DCA Install Approved							
Network Services & Installation Rates Charge				Software Acknowledgement & Release			
Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these				Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.			
Connectivity Warranty							
Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.							
Client Responsibilities							
Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client. - Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training.							
Signature _____				Date _____			
Network Installation Terms & Conditions Acceptance							
Post-Installation Training				☒ Yes ☐ No			
Key Operator Contact	Cheryl Kristy		Phone #	614-322-6932		e-Mail	ckristy@reypd.com
Special Instructions							



Sales and Use Tax Blanket Exemption Certificate

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

Document Solutions, A Division of Modern Office Methods

(Vendor's name)

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

Government

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

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

City Auditor

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

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

Attachment: Doc Solutions Contract (1646 : Enter into Contract to Replace Risograph)

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, dated _____, between _____, as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

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

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

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

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

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

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

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

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

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

Modern Office Methods, Inc. dba Document Solutions

Lessor

Signature

Title

Date

City of Reynoldsburg Police Department

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

DATE: February 27, 2017**TO:** Finance Committee**RE:** ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO
POLICE CRUISERS AND RELATED EQUIPMENT FOR
REYNOLDSBURG POLICE DEPARTMENT. (First Reading 2/13/2017).

The Reynoldsburg Division of Police is requesting permission to purchase and outfit 2 new patrol cruisers to add to the current fleet. Please see the attached price quote from Lebanon Ford, this dealer is currently on the state bid.

The total amount budgeted is \$106,000.00, to include the following and any incidental costs.

- 2 Cruisers

- Computer and accessories for 2 cruisers

- Painting Reynoldsburg Police Department markings for 2 cruisers

- Outfitting parts for 2 cruisers

LEBANON FORDTM

COMMERCIAL

EXPLORER 4-
DOOR

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

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

EXTERIOR

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

FUNCTIONAL

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

RANK BEAVER
LEBANON FORD
27/2016

INTERIOR

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

SAFETY/SECURITY

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

Included on this Vehicle

EQUIPMENT GROUP 500A \$25,989

Optional Equipment

2017 MODEL YEAR

SHADOW BLACK

CHARCOAL CLT FRT/VINYL RR

.3.7L V6 TIVCT ENGINE

6-SPEED AUTO TRANSMISSION

FRONT LICENSE PLATE BRACKET

VINYL FLOORING

HEADLIGHT HOUSING PREP 195.00

DARK CAR LAMP 70.00

KEYED ALIKE 1284X 75.00

DRIVER SIDE LED SPOT LAMP \$295.00

REVERSE SENSING SYSTEM 295.00

SYNC SYSTEM REQ. 295.00

HEATED MIRRORS 60.00

REAR WINDOWS DELTE 35.00

RR DOOR HANDLES INOP 35.00

DELIVERY FEE \$150.00

STATE BID PRICE \$27,494.00

BASED ON BIDDING FOR STATE

BID FOR 2017 MODEL YEAR

4 X = \$109,976 MINUS ANY

TRADES.

\$54,980

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)



R.E.M. COMMUNICATIONS INC
 2625 JOHNSTOWN RD
 COLUMBUS, OH 43219
 MARK LANDRY
 614-207-6409 CELL
 07-18-2016

FLY

QUOTE FOR: REYNOLDSBURG P.D.
ATTN: SGT BAUCHMOYER
QUOTE FOR 2017 CRUISERS

4- TK-5930 KENWOOD 700/800 P25 MOBILE RADIO	\$ 1640.00 EA	\$ 6560.00
4- KCH-20RM FULL FEATURE CONTROL HEAD	\$ 706.00 EA	\$ 2824.00
4- KMC-35 MICROPHONE	\$ 62.00 EA	\$ 248.00
4- KCT-71M3 25' REMOTE CABLE	\$ 95.00 EA	\$ 380.00
4- KRK-15BM REMOTE MOUNT KIT	\$ 59.00 EA	\$ 236.00
8- 386825 P25 MOBILE ANTENNA	\$ 50.00 EA	\$ 400.00
8- MUL ANTENNA CABLE	\$ 35.00 EA	\$ 280.00
4- SVR-250MC PYRAMID VEHICULAR REPEATER	\$ 1800.00 EA	\$ 7200.00
4- 7502-10-1245 INTERFACE CABLE	\$ 90.00 EA	\$ 360.00
1- LABOR TO PROGRAM, CONFIGURE AND TEST		\$ 625.00
1- LABOR TO INSTALL ABOVE EQUIPMENT		\$ 2450.00
4- LABOR TO INSTALL KUSTOM SIGNAL VIDEO	\$ 500.00 EA	\$ 2000.00
TOTAL		\$ 23563.00

\$5890.75

Avid Signs Plus, LLC

Invoice No. 16-0937

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

Estimate**Customer**

Name Reynoldsburg Police
 Address _____
 City _____ State _____ ZIP _____
 Phone _____

Date 4/4/2016
 PO No. _____
 Contact _____
 Terms On Receipt

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

We Appreciate and Thank You For Your Business**Other**

Comments _____

ALL ORDER
 INFORMATION
 CUSTOMER AND
 RESULT IN
 INCREMENTS. J
 II

APPROV. _____

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

PERFORM
 DY, (SCA
 NAL AR
) AT A RA
 IROUND
) SUBJEC

THE AB

TOTAL
 FOR 4 SETS
 OF DEALS
 \$ 247.84

\$ 61.96

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

DODDS BODY WORKS INC.

Info@DoddsBodyWorks.com
 6350 E MAIN ST, REYNOLDSBURG, OH 43068
 Phone: (614) 863-3991
 FAX: (614) 863-9058

Workfile ID: 2d59e346
 Federal ID: 311018566

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

Written By: Jeff Johnson

Insured: RPD POLICE
 Type of Loss:
 Point of Impact:

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:
 RPD POLICE

Inspection Location:
 DODDS BODY WORKS INC.
 6350 E MAIN ST
 REYNOLDSBURG, OH 43068
 Repair Facility
 (614) 863-3991 Business

Insurance Company:**VEHICLE**

Year: 2015
 Make: FORD
 Model: EXPLORER 4X4 POLICE
 Int:

Body Style: 4D UTV
 Engine: 6-3.5L-T
 Production Date:
 Condition:

VIN:
 License:
 State:
 Job #:

Mileage In:
 Mileage Out:
 Vehicle Out:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Power Driver Seat
 Power Adjustable Pedals

DECOR

Dual Mirrors
 Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper

RADIO

AM Radio
 FM Radio
 Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags
 Head/Curtain Air Bags

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

TRUCK

Rear Step Bumper
 Power Trunk/Gate Release

TOTAL FOR
 DODD'S

\$ 6357.12

10/2015 10:39:17 AM

7-11-16

CALLED

DODDS Body Shop

SPOKE WITH MARY

QUOTE IS STILL

Good. \$1589.28

PER VEHICLE

Preliminary Estimate

Customer: RPD POLICE

Job Number:

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

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

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

Preliminary Estimate

Customer: RPD POLICE

Job Number:

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

ESTIMATE TOTALS

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

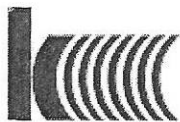
x4 = \$6357.12

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

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

Quotation

Page 1 of 2


KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
 913-492-1400 Fax 913-492-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 07/11/2016

To... DAVID BAUCHMOYER
 REYNOLDSBURG POLICE DEPARTMENT

7240 E MAIN ST
 REYNOLDSBURG OH 43068-2014

Quote # 1269991896357NE
 Terms Net 30
 This Quote Expires on 10/09/2016
 Phone 614-866-6375
 Fax 614-322-6926

Qty	Product Description	UnitPrice	SubTotal
	Ohio State Contract # 800345 effective 05/1/14 - 04/30/18		
	Shipping & handling included in contract		
4	G3 Vision 64GB SSD, Mirror/Monitor/Control, ICM, Simul-Rec, GPS, Rear Cam, Crash Record	\$4,603.27	\$18,413.08
4	G3 Vision Wireless Package (dual band 2.4/5.0 GHz client - specify on BOM)	\$278.07	\$1,112.28
	provide Car#'s at time of order		
4	G3 Vision MDC Kit for Dual Control (add to CRS 3419, 3421, 3423, or 3425 only)	\$117.88	\$471.52
Total			\$19,996.88

\$ 4999.22

Interested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or tcampos@kustomsignals.com for a detailed quote and to lock in a rate. Benefits of Leasing:

- Flexible repayment terms structured to meet your budget
- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Signature

Sonya Schoreman

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may charge Buyer a 25% restocking fee.

Toll Free 800-4KUSTOM (800-458-7866)

Packet Pg. 155

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. TERMINATION, RESTOCKING CHARGES

Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Seller and Buyer shall each indemnify the other against any and all liability, damages, costs and expenses, including without limitation reasonable attorney's fees, made against or sustained by such Party arising from the other Party's gross negligence, willful misconduct or failure to comply with applicable laws in connection with the performance of this Agreement; provided, that, in no event shall either Party be responsible to the other for any compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or for any expenditures investments, lease commitments, property improvements or other commitments made by a Party in connection with this Agreement.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersede any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret Boulevard
Lenexa, KS 66219

QUOTATION & Order Form		OEMMICRO [™] SOLUTIONS		TAC4 MOBILE TACTICAL COMPUTER	
Quote #:		160711-01			
Contact:		Scott Teeters			
Customer:		Reynoldsburg Police Department		37840 Interchange Drive Farmington Hills, MI 48335 (248) 474-7600	
Phone:		(614) 322-6883			
Email:		steeters@ci.reynoldsburg.oh.us		Date: July 11, 2016	
QTY	PART NUMBER	DESCRIPTION	LIST PRICE	CUST. PRICE	TOTAL
STANDARD SYSTEM					
4	9123-02A	TAC-412 Mobile Tactical Computer, 12.1" XGA LCD	\$3,995.00	\$3,595.00	\$14,380.00
	9124-02A	TAC-415 Mobile Tactical Computer, 15.0" XGA LCD	\$4,106.00	\$3,695.00	\$0.00
	SelectDD	Choose either ☒ 320GB HDD or ☐ 128GB SSD			Included
	SelectOS	☐ 002027 Embedded Win7 32-Bit ☒ 002028 Embedded Win7 64-Bit			Included
	SelectOS	☐ 002050 Win7 Pro 64-Bit with unique Key	\$110.00	\$99.00	\$0.00
4	002500	Software Duplication from Customer supplied master hard drive included on all TAC-4s prior to initial shipment			No Charge
CPU Upgrades					
		Contact Factory for available CPU Upgrades	\$0.00		\$0.00
Storage Drive Upgrades					
4	002034	Upgrade HDD from 320GB to 500GB HDD	\$55.00	\$49.00	\$196.00
	002035	Upgrade HDD from 320GB to 1TB HDD	\$144.00	\$129.00	\$0.00
	002037	Upgrade SSD from 128GB to 256GB SSD	\$222.00	\$199.00	\$0.00
	002038	Upgrade SSD from 128Gb to 512GB SSD	\$333.00	\$299.00	\$0.00
RAM Upgrades					
	002025	Upgrade RAM from 4 Gb to 8 Gb DDR3	\$144.00	\$129.00	\$0.00
	002029	Upgrade RAM from 4 Gb to 16 Gb DDR3	\$333.00	\$299.00	\$0.00
Options					
	052513	Change to TG3 Full Stroke 83-key Backlit Spill Resistant Keyboard, USB Interface	\$210.00	\$189.00	\$0.00
	002039	Add 4G LTE Embedded Cellular Modem, specify ☐ Verizon ☐ AT&T	\$444.00	\$399.00	\$0.00
	052021	Add Dual Cellular Antenna, Roof Mount. Includes Primary Cellular plus Diversity Cellular antennas for maximum reach and throughput. Specify ☐ Thru-Hole Threaded or ☐ Adhesive Mounting (each w/ 15' cables), or ☐ Magnetic Mounting (w/ 10' Cables), and ☐ White or ☐ Black (std.)	\$166.00	\$149.00	\$0.00
	052022	Add Dual Cellular Antenna + Cellular GPS, Roof Mount. Includes Primary Cellular, Diversity Cellular antennas + Cellular GPS antenna. Specify ☐ Thru-Hole Threaded or ☐ Adhesive Mounting (each w/ 15' cable), or ☐ Magnetic Mounting (w/ 10' Cables), and ☐ White or ☐ Black (std.)	\$222.00	\$199.00	\$0.00
	002015	Add Internal GPS	\$144.00	\$129.00	\$0.00
	002017	Add Internal Wi-Fi 802.11ac, Intel 7260, with MIMO internal antennas	\$166.00	\$149.00	\$0.00
	002003	Add Anti-reflective Touchscreen Film	\$77.00	\$69.00	\$0.00
Accessories					
	155223-00	TAC-4 Docking Station, Provides single connector, latching install and removal, with lock, providing power, (4) USB 2.0, (2) Gigabit Ethernet, (1) VGA, GPS antenna, all in addition to the I/O on the TAC-4. Must be ordered at same time as TAC4s. Does not include vehicle mount, ordered separately.	\$666.00	\$599.00	\$0.00
4	152023-03A	Upgrade to Extendable Tilting Keyboard Mount Keyboard can be moved closer to driver, tilts forward as it moves. Replaces Std. Kbd. Tray.	\$144.00	\$129.00	\$516.00
	152023-00	Extra Std. Keyboard Tray Assembly Includes tray, retainer, hinges, mounting hardware (Included in Standard Systems, above)	\$210.00	\$189.00	\$0.00
	157023-00	Extra DC Power Cable - 6', Connects battery power to TAC-4	\$44.00	\$39.00	\$0.00
	050902	Mag Card Reader, USB interface, three tracks, LED and audible read confirmation, can be used to input DL or credit card number	\$165.56	\$149.00	\$0.00
	155205-04A	Tabletop Mounting Stand for using TAC4 indoors, includes AC power supply and power cables	\$222.00	\$199.00	\$0.00
			TAC-4 Sub-Total:		\$15,092.00
MOUNTING HARDWARE					
	152005-04A	OEM Micro Quick Connect Bracket, allows use of OEM Micro's 2-bolt Quick Connect System attaches to most Tilt/Pivot brackets and mounts	\$77.00	\$69.00	\$0.00
4	152005-43B	OEM Micro Universal Dash Mount (UDM), Swing away for access to radio and dash, Articulating KB Arm, fits most vehicles with center radio console.	\$399.00	\$359.00	\$1,436.00
4	152023-04	UDM Tilt/Pivot Mount, attaches between TAC-4 and Universal Dash Mount. Provides approx. 20 degrees of left and right pivot, and approx. 15 degrees of up and down tilt for TAC4	\$72.00	\$64.00	\$256.00
	152005-37	9" Pole Base with Quick-Adjust Upper Pole with Locking Lever, 8" Offset Arm, QC Brkt. (Order Tunnel Plate separately)	\$322.00	\$289.00	\$0.00

TOTAL ON BACK PAGE

152005-20	Ford Taurus adjustable pedestal, front seat bolt mount, offset arm, with pivot and QC Brkt.	Year:	\$399.00	\$359.00	\$0.00
152005-22	Ford Explorer adjustable pedestal, front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	Year:	\$466.00	\$419.00	\$0.00
152005-17	Chevrolet Tahoe adjustable pedestal, front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	Year:	\$433.00	\$389.00	\$0.00
152005-27	Chevrolet Impala adjustable pedestal, front seat bolt mount, 12" offset arm, with pivot and QC Brkt.	Year:	\$322.00	\$289.00	\$0.00
152005-39	Dodge Charger/Magnum adjustable pedestal, front seat bolt mount, 12" offset arm, w/pivot and QC Brkt.	Year:	\$322.00	\$289.00	\$0.00
666024	Support Brace -Reduces vibration of upper pole, max. 16.3"		\$66.00	\$59.00	\$0.00
Many other mounting configurations are available. Contact Sales for complete information.					
Mounting Hardware Sub-Total:				\$1,692.00	

INSTALLATION AND TRAINING

001502	Installation of TAC4 per customer spec: Includes one hour of training during the installation visit.	\$310.00	\$279.00	\$0.00
Travel	Travel to and from Customer site as required by Customer	Priced on Application		\$0.00
Per Diem	Lodging and Food as required by Customer. Price per day or fraction thereof.	Priced on Application		\$0.00
001601	Training on operation of TAC4, one hour, at time of installation			\$0.00
Installation and Training Sub-Total:				\$0.00

EXTENDED WARRANTY AND MAINTENANCE COVERAGE

001004	Extended Warranty, parts and labor, per TAC-4, for one additional year, total of Four Years, covers component failure under normal use	\$333.00	\$299.00	\$0.00
001005	Extended Warranty, parts and labor, per TAC-4, for two additional years, total of Five Years, covers component failure under normal use	\$610.00	\$549.00	\$0.00
001008-1	Maintenance, per TAC-4, year One Covers non-warranty repairs, only for years covered under Warranty.	\$210.00	\$189.00	\$0.00
001008-2	Maintenance, per TAC-4, years One and Two Covers non-warranty repairs, only for years covered under Warranty.	\$410.00	\$369.00	\$0.00
001008-3	Maintenance, per TAC-4, years One, Two and Three Covers non-warranty repairs, only for years covered under Warranty.	\$610.00	\$549.00	\$0.00
001008-4	Maintenance, per TAC-4, years One, Two, Three and Four Covers non-warranty repairs, only for years covered under Warranty.	\$810.00	\$729.00	\$0.00
001008-5	Maintenance, per TAC-4, years One, Two, Three, Four and Five Covers non-warranty repairs, only for years covered under Warranty.	\$1,010.00	\$909.00	\$0.00

Purchase Order #: _____
 Request'd Delivery Date: _____

Maintenance Sub-Total: \$0.00
 Order Total: \$16,784.00
 Std. Shipping Charges: \$180.00
 Purchase Order Total: \$16,964.00

Customer Signature _____

Unit Price, FOB Destination: \$4,241.00
ALL PRICES IN USD

Date: _____

By ordering the above, Customer authorizes OEM Micro Solutions to build, ship and invoice for the goods and services indicated, and at the prices shown on this Quotation and Order Form. Customer further agrees to the terms herein written, and to all other such terms and conditions as indicated in "OEM Micro Solutions Standard Terms and Conditions".

Please Note the following: (See also "OEM Micro Solutions Terms and Conditions")

1. This Quotation is valid for 90 days.
2. Purchase Order or Customer signed copy of this Quotation is required for all orders to be processed.
3. Estimated ship date is approx. 6 - 8 weeks after receipt of Purchase Order.
4. Standard payment terms are Net 20 Days from Invoice Date, on Approved Credit.
5. Third-party hardware and software components are sold subject to their respective manufacturer's written warranties. No other warranties for these components are expressed or implied.
6. Provide description of any special requirements, configurations or instructions as applicable.
7. FOB shipping point. Shipping Charges, including insurance, will be prepaid and billed at time of shipment, unless otherwise noted. Overnight shipment is additional.
8. Email completed Order Form to sales@oemmicro.com, or Fax to 248-474-4120, Attention: Sales Department

Prepared By: David C. Downs

Regional Sales Manager

Cell: (248) 840-9550
 Office: (248) 474-7000 x298

Form TAC400-160125

Thank you for choosing OEM Micro Solutions for your TAC4 Mobile Tactical Computer requirements.

Hall Public Safety

UPFITTERS

Formerly Public Safety Concepts

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

Estimate

Date	Estimate #
7/11/2016	2888

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

Project

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

Hall Public Safety Warranty

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

Hall Public Safety

UPFITTERS

Formerly Public Safety Concepts

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

Estimate

Date	Estimate #
1/12/2017	3073

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

Project

Item	Description	Qty	Rate	Total
MC-3FUI	Reynoldsburg PD- 2 SUV Interceptors Marked Cruiser Package Complete Code 3 Lighthar Code 3 Siren Code 3 100W Speaker Rear Corner Vertex Front Corner Ions Rear LED Signal Stick Power Distribution Unit Complete Installation	2	3,895.00	7,790.00
FPB-FUI	Lighted Push Bumper for Ford SUV Interceptor, Installed	2	770.00	1,540.00
PC1-F	Prisoner Containment system for Ford Interceptor Includes Space Saver Prisoner partition, window bars, door panels, ABS prisoner seat with center pull seat belts & rear cargo barrier, & Single Vertical Gun lock, installed	2	2,510.00	5,020.00
HCM-HD-FUI	Console, Accessories, & Computer Mount, installed	2	850.00	1,700.00
4WSD47UINT13	Riser Mounting plates kit for storage box	2	100.00	200.00
C-SBX-101	Havis Trunk Storage Box, 2013 SUV Interceptor, Overall size = 38" wide 18" high 10" deep	2	505.00	1,010.00
Install supplies	Misc installation hardware, wire, connectors, breakers/fuses, supplies	2	100.00	200.00
			Total	\$17,460.00

Hall Public Safety Warranty

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

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)



R.E.M. COMMUNICATIONS INC
 2625 JOHNSTOWN RD
 COLUMBUS, OH 43219
 MARK LANDRY
 614-207-6409 CELL
 01-19-2017

QUOTE FOR: REYNOLDSBURG P.D.
ATTN: BILL EARLY
QUOTE FOR 2017 CRUISER INSTALLS

2- 386825 P25 MOBILE ANTENNA	\$ 55.00 EA	\$ 220.00	\$ 110.00
2- MUL ANTENNA CABLE	\$ 35.00 EA	\$ 140.00	\$ 70.00
2- LABOR TO INSTALL RADIO AND PYRAMID	\$ 725.00		\$ 1450.00
2- LABOR TO INSTALL KUSTOM SIGNAL VIDEO	\$ 500.00 EA		\$ 1000.00
TOTAL		\$ 2810.00	

2630.00

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

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

DATE: **February 27, 2017****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (First Reading 2/13/2017).

The IT Department would like permission from City Council to remove the attached items from the Fixed Assets list. These items are no longer operational and/or no longer needed by the Department.

Equipment Disposal Inventory				
Discription	Model	Serial No.	Asset Tag	DRMO
IBM	P Series Server	00479	02018*	n/a
Nortel Networks	NTAK11BD	none	02017*	n/a
Nortel Networks	NTAK11BD	10126527	none	n/a
Nortel Networks	NTAK11BD	none	none	n/a
DELL	PowerEdge 6600	CCSSG61	02132*	n/a
Stancil Corporation	37588	11-98-10-1041-32-AU055613-752	01820*	n/a
DELL	PowerEdge 2600	CWXP31	02070*	n/a
DELL	PowerEdge 1800	4MLX661	none	n/a
DELL	PowerEdge 1800	7QPLXB	01886*	n/a
DELL	PowerEdge 1400 SC	3LYRM01	none	n/a
DELL	PowerEdge 1400 SC	4GK3111	none	n/a
DELL	PowerEdge 500 SC	HG61L11	02020*	n/a
DELL	PowerEdge 2900	6S020C1	none	n/a
DELL	PowerEdge 2600	CLJ0R41	02097*	n/a
COMPAQ	Proliant 3000	3862C702	01625*	n/a
TELEVIDEO	990	190G-HIM1040545	none	n/a
PS2 Keyboard	n/a	n/a	none	n/a
PLEXTOR	PX-40TSe	40TSe509422	none	n/a
TANDBERG	10154-B01	50342361	none	n/a
PANASONIC	KX-P1150	P1150-001	none	n/a
DSI	6300-TNA	05000035521	none	n/a
DELL	70000245-0000	CN086GNR	none	n/a
PANASONIC	n/a	n/a	02141*	n/a
CISCO SYSTEMS	2600	800-04953-01	01750*	n/a
CISCO SYSTEMS	2600	800-04959-06	none	n/a
HP Switch	ProCurve 2650	CN6375D0JM	none	n/a
Intel Hub	140T	HB19100486	none	n/a
HP Switch	ProCurve 4000M	SG951601137	none	n/a
COMPAQ	PS4060	11915082814	none	n/a
PBX Modem	MDR2000	11915082814	none	n/a
HP Switch	ProCurve 2524	TW04203342	01718*	n/a
HP Switch	ProCurve 2524	TW04203248	01719*	n/a

[illegible]

[illegible]

Notes

*(Red Tag)
PBX 1 of 3
PBX 2 of 3
PBX 3 of 3
02098* (2 Asset Tags)
01543* (2 Asset Tags) Audiolog
ML Server 8/24/2010
MD Server 1/11/2011
DL Server 8/24/2010
Nortel terminal monitor
Nortel
CD ROM Drive
DLT Tape Data Drive
Nortel Dot Matrix Printer
Volsnet Hub
Spare Power Supply
MDT01 LCD Display Panel
Router
Router

[illegible]

[illegible]

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

DATE: February 27, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (First Reading 2/13/2017).**

The Reynoldsburg Division of Police would like permission from City Council to remove the following items from the Fixed Assets list. These items are no longer operational and/or no longer needed by the Department.

FA1618	Camera	No longer working
FA1869	FRED Equipment	No longer works
FA2013	Laptop	No longer able to use with current operating system

Water and Wastewater Department**Mike Root****614-322-4500 Phone****ORDINANCE REQUEST**

DATE: February 27, 2017**TO: Service Committee****RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH EMH&T FOR THE ENGINEERING AND
MANAGEMENT OF SEWER LINE CCTV AND MANHOLE
INSPECTIONS. (Second Reading 2/13/2017).**

Request legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the engineering, management of sewer main CCTV, reviewing of CCTV videos and manhole inspections.

Request authorization to proceed with this proposal in the amount of \$99,249.00 from account 720.736.5365 which was approved in the 2017 budget.

Mike Root

Water/Wastewater Superintendent
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-4500 voice
(614) 575-4573 fax
mroot@ci.reynoldsburg.oh.us



MEMORANDUM

DATE: 12/12/2016

TO: Reynoldsburg City Council

CC: Mayor Brad McCloud, Auditor Richard Harris, Service Director, Bill Sampson

RE: 2017 Sewer Inspection and Cleaning Proposal

Please see proposal from EMH&T for field investigation services to perform closed circuit televising (CCTV) on the Reynoldsburg Estates Mobile Home Community Area. We will CCTV 12,350LF of 8 inch sewer and 2,290LF of 18 inch sewer. This area was installed in 1966 and has never been televised. This proposal will also include 400 manhole inspections in the sanitary sewer collection system. Any defects found will be added to our CIP list.

Our CMOM Program consists of 2 parts, inspection and rehabilitation. The rehabilitation part will be funded through our CIP Account. The inspection part, which is this, will come from our operating budget.

Total cost of this project is \$99,249.00 which was approved in the 2017 Budget.

December 6, 2016

Mr. Michael Root
Superintendent of Water and Wastewater
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

**Re: City of Reynoldsburg 2017 Sewer Inspection and Cleaning
Proposal for Professional Services**

Dear Mr. Root:

EMH&T is pleased to submit our proposal for field investigation services to perform closed circuit televising (CCTV) on the Reynoldsburg Estates Mobile Home Community Area. Manhole inspections will be performed in a portion of the City's sanitary sewer collection system. Please refer to the attached exhibit for a schematic of the proposed study areas. These investigations will identify significant deficiencies and culminate in a report which summarizes the deficiencies as well as any recommended improvements to the sanitary collection system.

SCOPE OF SERVICES

EMH&T will provide the following engineering services:

1. System Characterization and Management
 - a. Conduct project meetings with the City to include a kick-off meeting, progress meetings (when needed), and a presentation of findings and recommendations.
 - b. Review of existing site conditions, Record Plans, tributary areas, sewer capacities, and right-of-way; and coordination with the City of Reynoldsburg.
 - c. Prepare field exhibits for use by inspection personnel.
 - d. Conduct periodic site visits during televising, cleaning, and manhole inspections.
2. CCTV Field Investigations
 - a. EMH&T's Infratechnologies Division will perform internal pipe inspection (CCTV) on sewers in the Reynoldsburg Estates Mobile Home Community Area to include 12,350 linear feet of 8-in sanitary sewer and 2,290 linear feet of 18-in sanitary sewer.
 - b. The CCTV task includes regular cleaning activities and assumes the following:
 - i. Manholes are accessible to cleaning and inspection equipment. City crews will be available to assist in providing access if needed.
 - ii. No bypass pumping will be performed. It is understood that CCTV may need to occur during off peak hours and the 18-in sewer will be inspected during periods of low flow.
 - iii. Manhole lids are removable and there are no obstructions to man entry.

- iv. Debris will be disposed of at the wastewater treatment facility and there are no provisions in this proposal for handling hazardous wastes.
- v. City of Reynoldsburg will provide water from a hydrant near the project site.
- vi. Maintenance of traffic beyond cones and truck flashers is not included in the scope of services.
- c. A contingency for 24-hours of heavy cleaning/root removal is included in this scope of services to be used in the event that the sewers are not passable by the CCTV camera. In the event that heavy cleaning or root cutting exceeds 24 hours, EMH&T will coordinate with the City on options / fee for any additional work.
- d. One copy of CCTV logs and flash drives will be provided to the City upon completion of work.
- e. All CCTV will be conducted in accordance with Pipeline Assessment and Certification Program (PACP) standards and the observed defects will be graded accordingly.
- f. The following is a summary of unit costs for the CCTV scope of services:

Description	2015 Unit Price	Units
8-in	\$2.50	Lin. Ft.
18-in	\$3.00	Lin. Ft.
Heavy Cleaning	\$195.00	Hour

3. Manhole Inspections

- a. EMH&T's Infratechnologies Division will conduct up to 400 manhole inspections (see attached Manhole Inspection Exhibit) using the City's simplified inspection form. The City's simplified manhole inspection form will be imported directly to GIS.
- b. These forms will be linked to the City's GIS through EMH&T's GIS update contract.
- c. In assessing the sanitary sewer collection system in Reynoldsburg, a physical assessment and GPS survey of the manhole will be conducted that includes photographs, physical measurements, and condition assessments will be made for each manhole
- d. In the event that manholes cannot be located in the field (possibly buried or under structures), EMH&T will coordinate with the City for assistance in locating and accessing the manholes.

4. Data Analysis and Reporting

- a. The CCTV data will be reviewed with respect to structural or operation and maintenance defects. The pipes and defects will be scored based on PACP standards.
- b. Upon the completion of the field services, manhole inspection forms will be prepared. EMH&T will process and evaluate manhole inspections.

- c. Prepare exhibits for the existing conditions in the study area. Exhibits will also be prepared documenting findings and deficiencies in the collection system. Finally, exhibits will be prepared to outline the recommended improvements in the inspection area.
- d. The City's Capital Improvement Project list will be updated based on rehabilitation or replacement recommendations for the study area. Probable project cost estimates will be prepared for all rehab or replacement recommendations.
- e. A summary report will be prepared. One (1) copy of the report will be submitted to the City. This report will include a summary of the field data analysis, recommendations for further improvements/rehabilitation or additional analysis to be made to this portion of the collection system, updated Capital Improvement Project list, and probable project cost estimates.

No field survey or construction plans are included as part of this scope. If emergency repairs are needed, then an additional scope and fee may be necessary to cover the cost of those services.

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 Ninety-nine Thousand, Two Hundred, Forty-nine Dollars and no cents (\$99,249.00) without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work, and are payable upon receipt. Should this scope increase to incorporate additional investigations or heavy cleaning, additional fees may be necessary to cover the cost of professional services.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1. System Characterization and Management	\$6,692.00
2. CCTV Field Investigations	\$42,925.00
a. CCTV and Regular Cleaning for 8-in Sewer (12,350LF @ \$2.50/LF)	(\$30,875.00)
b. CCTV and Regular Cleaning for 18-in Sewer (2,290LF @ \$3.00/LF)	(\$6,870.00)
c. Cleaning and Root Cutting (Contingency Item, 24 Hours @ 195.00/Hr)	(\$4,680.00)
d. CCTV Reimbursable Expenses	(\$500.00)
Manhole Inspections (400 MH @ \$60 / MH)	\$24,000.00
Data Analysis and Reporting	\$25,632.00
TOTAL FEE	\$99,249.00

SCHEDULE

EMH&T is prepared to begin work upon receipt of a authorization from the City of Reynoldsburg. A detailed schedule for field activities and office work will be prepared and submitted to the City at a project kick-off meeting.

City of Reynoldsburg
2017 Reynoldsburg Sewer Inspection and Cleaning

December 6, 2016
Page 4 of 4

If this description and 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
Senior Project Manager

Attachments: Exhibit 1 – 2017 CCTV Efforts Exhibit (1 Page)
Exhibit 2 – Manhole Inspection Exhibit (1 Page)

Acceptance and Authorization to Proceed:

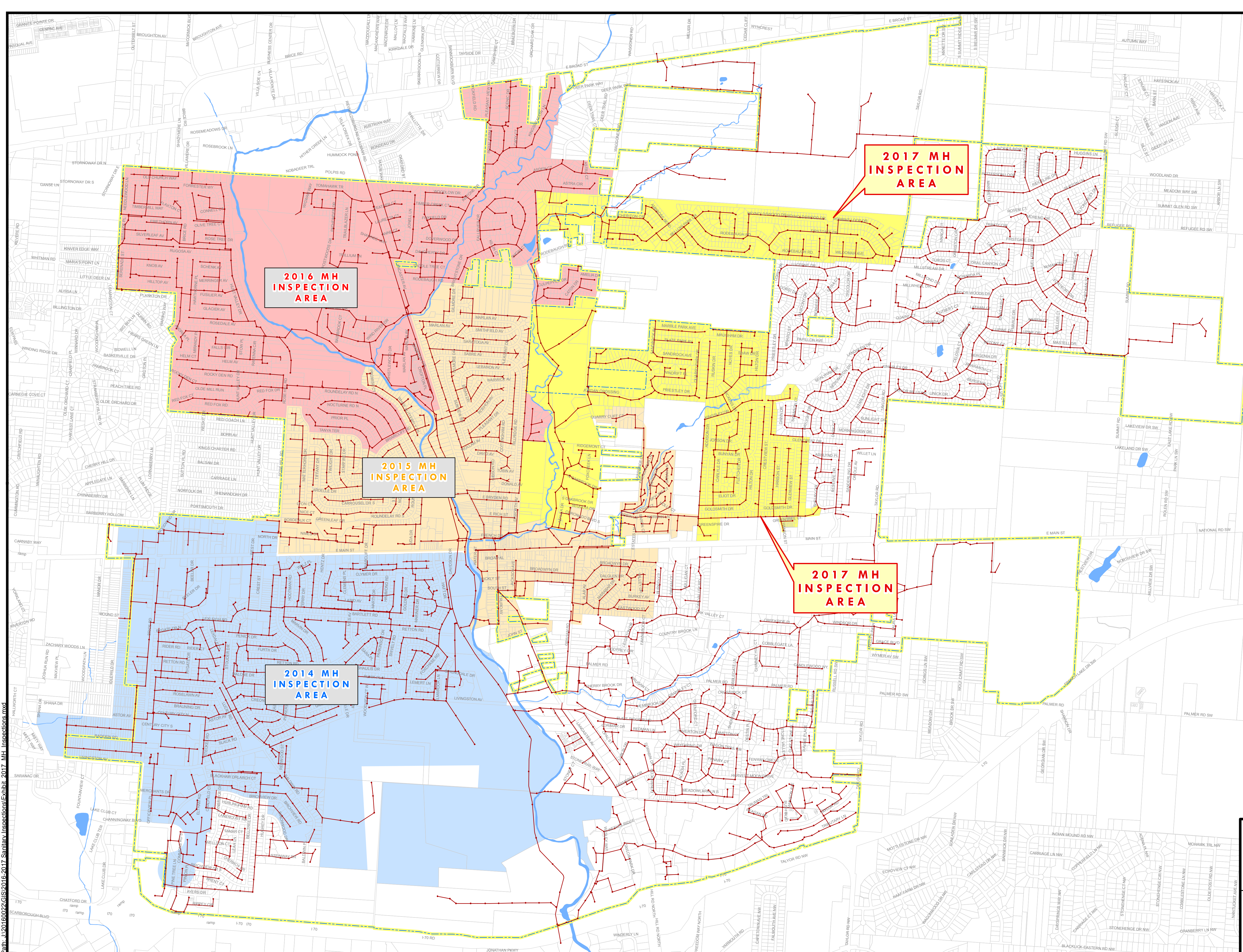
Authorized Signature/Date

PO Number/Date

Print Name



Path: \\2016002GIS\\2016-2017 Sanitary Inspections\\Exhibit 1 - 2017 MH Inspections.mxd



Legend

2017 Manhole Inspection Area

2016 Manhole Inspection Area

2015 Manhole Inspection Area

2014 Manhole Inspection Area

Sanitary Sewer

Manhole

Corporation Line

CITY OF REYNOLDSBURG, OHIO

2017 MANHOLE INSPECTION AREA MAP

EXHIBIT No. 1

050010002000

Feet

N

EMH&T

Engineers, Surveyors, Planners, Scientists

emht.com

Date: December 2016

Scale: 1" = 1000'

Job No: 20160022

Sheet: 1 of 1

Packet Pg. 177

Attachment: Proposal - 2017 Reynoldsburg Sewer Inspection and Cleaning 12.4.16 (1605 : 2017 Sewer Inspection and Cleaning Proposal)

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

DATE: February 27, 2017**TO:** Finance Committee**RE:** ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE
LBRANDS FOUNDATION. (Second Reading 2/13/2017).

Please see the attached letter from the L Brands Foundation awarding \$1500.00 to the Reynoldsburg Police Department. The Department is requesting permission to accept this grant money and appropriate \$1,000.00 to the Community Resource Bureau and \$500.00 to the City's annual Heroes for Heroes 5K Event.

*** 1/18/2017 Per staff- \$1,500.00 shall be appropriated to the Community Resource Bureau and a line item will be created at a later date for the Heroes for Heroes 5K funds.

Lbrands

FOUNDATION

A Supporting Foundation of The Columbus Foundation

Board of Trustees
Abigail Wexner, Chair
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Alex Shumate, Esq., Vice Chair
Timothy J. Haber, Secretary/Treasurer

Janelle N. Simmons, President

December 28, 2016

Chief Jim O'Neill
Chief of Police
Reynoldsburg Police Department
3240 East Main Street
Reynoldsburg, OH 43068

Dear Chief O'Neill:

The Board of Trustees of L Brands Foundation has approved a grant of \$1,500 to Reynoldsburg Police Department. This grant is to provide unrestricted support. Enclosed is a check in the full amount of the grant.

Grants from L Brands Foundation are made at the recommendation of L Brands' Contribution Committee. If you would like to express your appreciation for this grant, please address your correspondence to my attention at L Brands Foundation, 1234 East Broad Street, Columbus, OH 43205.

L Brands Foundation is proud to support the work of Reynoldsburg Police Department. Please contact LBrandsFoundation@columbusfoundation.org if you have any questions regarding this grant.

Sincerely,



Janelle N. Simmons
President

Enclosure: Check

cc: Gary M. Williams

P.S. By accepting this grant, your organization certifies that (1) no tangible benefit, goods or services were provided to the Board of Trustees of L Brands Foundation, and (2) this donation will not be used by you to satisfy the payment of any pledge or other financial obligation on behalf of the trustee(s) per Section 6115 of the Internal Revenue Code. Please do not use the formal substantiation language required by the 1993 Tax Reconciliation Act in your donor acknowledgment. L Brands Foundation is a charitable foundation.