



**FINANCE COMMITTEE - BARTH COTNER
MONDAY FEBRUARY 13, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SERVICE
COMMITTEE MEETING**

**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

* * * * *

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

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

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

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – January 23, 2017
4. Discussion
 - a. Income Tax Board of Review Seeking 2 Appointments.
 - b. MOTION THAT THE REYNOLDSBURG CITY COUNCIL DOES HEREBY APPROVE THE MAYOR’S APPOINTMENT OF JOELLE D’AMICO TO THE REYNOLDSBURG CIVIL SERVICE COMMISSION TO SERVE THE UNEXPIRED TERM VACATED BY ROBERT M. SANDERS, TERM EXPIRING JANUARY 14, 2020.
 - c. ORDINANCE AUTHORIZING THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT TO APPLY FOR AND ACCEPT THE COMMUNITY DEVELOPMENT GRANT THROUGH RECYCLE OHIO, OHIO ENVIRONMENTAL PROTECTION AGENCY.
 - d. 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.
 - e. ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR COPIER FOR POLICE DEPARTMENT.
 - f. ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO POLICE CRUISERS AND RELATED EQUIPMENT FOR REYNOLDSBURG POLICE DEPARTMENT.

- g. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - Computer Services.
- h. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. -Police Department.
- i. 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.
- j. 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- Requesting Emergency Adoption).
- k. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE LBRANDS FOUNDATION. (First Reading 1/23/2017).
- l. 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- Requesting Emergency Adoption).
- m. 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 – Requesting Emergency Adoption).



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JANUARY 23, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

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

1. Call to Order

PRESENT: Clemens, Cotner, Long, Skinner, Joseph
ABSENT:

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Finance Committee – Committee Meeting – January 10, 2017

Minutes stand approved.

4. Discussion

a. 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.

Mr. Sampson: Thank you Chairman Cotner. The purpose of this legislation is to advertise for an architect for the City of Reynoldsburg Community Center project. We will follow the State's qualification based selection process in choosing an architect. This process takes several months to complete and our goal is to have a team selected by May. The advertisement and the request for qualifications will state that project funding is contingent upon passing a May 2017 ballot issue. We will not put the architect under contract or begin design services until the results of the ballot issue are in and Council authorizes us to move forward.

Minutes Acceptance: Minutes of Jan 23, 2017 7:45 PM (Approval of Minutes)

RESULT:	REFERRED [UNANIMOUS]	Next: 2/13/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- b. 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

Mr. Sampson: Thank you Chairman Cotner. The City's aggregation program expires in March of this year. Tonight's legislation presents our recommendation for Constellation to be the City's next aggregation provider. American Municipal Power solicited preliminary or indicative pricing for a 24 month period, Constellation came in the lowest indicative rate of 5.5 cents per kilowatt hour. It's important to note that final pricing will reflect any market changes between now and when the final pricing is established at the time Council adopts legislation.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/23/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- c. A Resolution Accepting, Approving and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils.

Mr. Havener: I have no comments unless Council has some questions. This is just approving the minutes of the TIRC meetings before we submit the official documents to Franklin County for their use.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/23/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

- d. 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.

Chief O'Neill: Thank you Chairman Cotner and members of Council. This grant came to us through the US Department of Justice and it specifically identified to help agencies get on board with the body camera movement that has been out there nation wide. It's my belief that that is going to pick up momentum at the State House eventually and if it doesn't come directly through legislation, it's going to probably affect our ability to get grants in the future if we don't have these body cameras. We estimate that we could get up and running with this program for approximately \$60,000 (sixty thousand dollars) and this particular grant has a 50% match so we'd be looking at most likely dipping into one of our special enforcement funds for the \$30,000 that we would have to put up to get this program under way. All of

that is pretty much incumbent on them liking the application we put forward because as you know there are no guarantees with these Department of Justice Grants and we have submitted them in the past and thought we did a pretty good job and thought we had a good chance of getting money and we didn't. If that's the case, we would continue to explore the possibility of either additional grant funding or of coming up with the \$60,000 on our own but that's something that we would cross after we get a decision on this.

Mr. Cotner: How many officers would this supply if we get this grant or if you get this program going.

Chief O'Neill: That's a good question because there are several different versions of these body cameras out there and although the body cameras themselves do represent some expense, the real expense in all of this is the ongoing nature of the program and us trying to find a way to store the data once we collect it. There's obviously public records issues, retention schedules that will all be part of the process so ideally we would have enough to outfit one for every cruiser that is out there. There are some particular programs that want or recommend that every officer have their own camera. Again, the camera is not the expense its the actual storage that we have to figure out. Ideally we'd be looking at 14-15 of these to start out with as a pilot and if it looks like something we want to move forward with we'd pick up the extra 40.

Mr. Cotner: So would we be prepared if we receive this grant then? You mentioned those logistical challenges if you get the good news you're selected do you think you'd be able to hit the ground running?

Chief O'Neill: We have several projects that we've got under way right now including a complete overhaul of our records management system and our property management system. Those are a priority for us. We would tackle these as they come along and we're not reinventing the wheel, there are plenty of other departments out there, Ohio State University Police Department just went to body cameras last week. So they've done a lot of the ground work for us if nothing else we could probably cut and paste their entire program and come up with an acceptable process for handling this thing. We could do it, it's not our number one priority, but at least this would tell us where we *****.

Mr. Long: Actually we're kind of lucky, one of the individual who designed Columbus's system is actually living here in the City of Reynoldsburg. One of the things that he has stated and I think we need to keep in mind on this is that we don't have internal IT services right now, and even he has stated that Columbus is going to run into issues because they haven't adequately planned for the storage of public records, court history and things of that sort. Anything that we do, I understand that you may be totally prepared and everything else but we need to consult with our IT people to make sure we're prepared.

Chief O'Neill: We knew this was coming in fact when we sat down with the group that is helping us with our IT issues right now, we put this on the table at the very beginning and they're worked with other agencies, Powell, comes to mind. I think they run the entire IT system for the City of Powell including their Police Department and they're gone down this

road before, so this isn't something that would be new to them. It's a little larger scale than Powell's police department but I think if you've done 15, 40 isn't totally different.

Mr. Joseph: I've been a supporter of this kind of technology and I'm very happy to see that you brought this before Council, I have a couple of questions though. One is, I don't know if you've had a lot of discussions with any other departments or significant use of these, but the question that I have is that, what kind of liability issues to these things bring, or do they protect us from liability issues? I would think they would protect us somewhat with a video record where the city might be sued or something like that, do we have any evidence that it might protect the city?

Chief O'Neill: Probably the best that we could do would be to go back and look at the implementation of our cruiser cameras and how that affected our day to day operations and affected our ability to address concerns that citizens brought for us. Universally, I don't think it would be a secret to say that most police officers were not a fan of having a camera over their shoulder from the time they started to the time they clocked out every day and I was an officer here before anybody had cameras in their cars and have seen that because universally accepted. I would say without a doubt the cameras in the cars saved us a tremendous amount because we were able to immediately address concerns and go back and view some of the contacts that some of these people complained about and we had evidence that maybe their recollection of the events weren't entirely accurate.

Mr. Joseph: The other question was pertaining to, there's a question as to whether these types of videos would be available for anyone to view. Do we have anything in place or are we looking to the State or what procedures are we going to have to ensure that we follow the proper procedure on whether these videos are kept confidential within the city...

Chief O'Neill: The default in this matter would be the public records law that already exists and we certainly, I'm in no hurry to have my name attached to case law in these things and I gotta tell you that big yellow book that the Attorney General Publishes each year, we'll stick to that. It does represent a record, it does represent what we do on a day to day basis. Now there are obvious exceptions and there are certain redactions that would have to be accounted for, we would turn over evidence during an ongoing case, we would defer a lot of that to the City Attorney or Prosecutor if it's something that is happening downtown, but its no different than a police report as far as we're concerned. It represents a record and its on our retention schedule we'll hold it for as long as we have to and we'll purge it when the record says we should.

Mr. Joseph: Is that what we do with dash cameras now?

Chief O'Neill: Yes.

Mr. Joseph: Great thank you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/23/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

e. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE LBRANDS FOUNDATION.N

Chief O'Neill: We completely out of the blue received a notification accompanied by a check from LBrands saying we were a recipient to a \$1500 grant to be used basically at our discretion. As is normal, we treated this like donated money and put it in the General Fund and we ask that it be taken out of the General Fund and be placed into the Community Resource Bureau account. Collectively we, the staff and I decided that \$1000 of that would be used to augment our give away items that we use at the Tomato Festival and National Night Out and the other appearances that we do and the balance of the other \$500 of this will be used to sort of seed money for this years Heroes for Heroes race. We know there's expenses going into these things whether its to purchase shirts or the equipment or even building another obstacle, we're treating that race as another ongoing enterprise and several of you have either taken part in it or volunteered at it in the past and we're proud of the race and want to see it move forward and this will allow us to take more of the donated money in entrance fees and convert that over to an actual donation into a charity that we pick.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/23/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

f. Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds and Declaring an Emergency - Keytel Systems

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 1/23/2017 8:00 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Clemens, Cotner, Long, Skinner	

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

MOTION REQUEST

DATE: February 13, 2017
TO: Finance Committee
RE: Income Tax Board of Review Seeking 2 Appointments.

There have been changes made in the set up and procedure of the Board of Tax Review in the new income tax ordinance that took effect 1/1/2016. The City Auditor is no longer allowed to appoint anyone to the Board. This must be done by Council and the Mayor. The members' terms shall be for two years.

The following explains who may be appointed:

COUNCIL:

Council needs to appoint 2 members to the Board. The appointees may not be employees, elected officials, or contractors with the City at any time during their term or in the five years immediately preceding the date of appointment.

MAYOR:

The Mayor needs to appoint 1 member to the Board. This member may be an employee of the City, but may not be the director of finance or equivalent officer, or the Tax Administrator or other similar official or an employee directly involved in municipal tax matters, or any direct subordinate thereof.

Tax Department

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

The Code Section:

190.21 BOARD OF TAX REVIEW.

(a) (1) The Board of Tax Review shall consist of three (3) members. Two (2) members shall be appointed by the legislative authority of the City, but such appointees may not be employees, elected officials, or contractors with the City at any time during their term or in the five (5) years immediately preceding the date of appointment. One (1) member shall be appointed by the Mayor. This member may be an employee of the City, but may not be the Director of Finance or equivalent officer, or the Tax Administrator or other similar official or an employee directly involved in municipal tax matters, or any direct subordinate thereof.

(2) The term for members of the Board of Tax Review of the City shall be two (2) years. There is no limit on the number of terms that a member may serve if the member is reappointed by the legislative authority. The board member appointed by the Mayor shall serve at the discretion of the Mayor.

(3) Members of the Board of Tax Review appointed by the legislative authority may be removed by the legislative authority by majority vote for malfeasance, misfeasance, or nonfeasance in office. To remove such a member, the legislative authority must give the member a copy of the charges against the member and afford the member an opportunity to be publicly heard in person or by counsel in the member's own defense upon not less than ten (10) days' notice. The decision by the legislative authority on the charges is final and not appealable.

(4) A member of the Board of Tax Review who, for any reason, ceases to meet the qualifications for the position prescribed by this section shall resign immediately by operation of law.

(5) A vacancy in an unexpired term shall be filled in the same manner as the original appointment within sixty (60) days of when the vacancy was created. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which the member's predecessor was appointed shall hold office for the remainder of such term. No vacancy on the Board of Tax Review shall impair the power and authority of the remaining members to exercise all the powers of the Board of Tax Review.

(6) If a member is temporarily unable to serve on the Board of Tax Review due to a conflict of interest, illness, absence, or similar reason, the legislative authority or Mayor that appointed the member shall appoint another individual to temporarily serve on the Board of Tax Review in the member's place. The appointment of such an individual shall be subject to the same

Tax Department

Brenda Browning

7232 E. Main Street

Reynoldsburg OH 43068

614-322-6865 Phone

requirements and limitations as are applicable to the appointment of the member temporarily unable to serve.

(b) Whenever a Tax Administrator issues an assessment, the Tax Administrator shall notify the taxpayer in writing at the same time of the taxpayer's right to appeal the assessment, the manner in which the taxpayer may appeal the assessment, and the address to which the appeal should be directed.

(c) Any person who has been issued an assessment may appeal the assessment to the Board of Tax Review by filing a request with the Board of Tax Review. The request shall be in writing, shall specify the reason or reasons why the assessment should be deemed incorrect or unlawful, and shall be filed within sixty (60) days after the taxpayer receives the assessment.

(d) The Board of Tax Review shall schedule a hearing to be held within sixty (60) days after receiving an appeal of an assessment under division (c) of this section, unless the taxpayer requests additional time to prepare or waives a hearing. If the taxpayer does not waive the hearing, the taxpayer may appear before the Board of Tax Review and may be represented by an attorney at law, certified public accountant, or other representative. The Board of Tax Review may allow a hearing to be continued as jointly agreed to by the parties. In such a case, the hearing must be completed within one hundred twenty (120) days after the first day of the hearing unless the parties agree otherwise.

(e) The Board of Tax Review may affirm, reverse, or modify the Tax Administrator's assessment or any part of that assessment. The Board of Tax Review shall issue a final determination on the appeal within ninety (90) days after the Board of Tax Review's final hearing on the appeal, and send a copy of its final determination by ordinary mail to all of the parties to the appeal within fifteen (15) days after issuing the final determination. The taxpayer or the Tax Administrator may appeal the Board of Tax Review's final determination as provided in Ohio R.C. 5717.011.

(f) The Board of Tax Review created pursuant to this section shall adopt rules governing its procedures and shall keep a record of its transactions. Such records are not public records available for inspection under Ohio R.C. 149.43. Hearings requested by a taxpayer before a Board of Tax Review created pursuant to this section are not meetings of a public body subject to Ohio R.C. 121.22.

(Ord. 97-15. Passed 11-9-15.)

Bookmark190.22 AUTHORITY TO CREATE RULES AND REGULATIONS.

(a) The Tax Administrator is hereby empowered to adopt and promulgate and to enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement

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

of the provisions of this chapter. Such rules shall not conflict with or be inconsistent with any provision of this chapter. Taxpayers are hereby required to comply not only with the requirements of this chapter, but also to comply with the Rules and Regulations.

(b) All rules adopted under this section shall be published and posted on the internet.

(Ord. 97-15. Passed 11-9-15.)

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

MOTION REQUEST

DATE: **February 13, 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

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

DATE: **February 13, 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.

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 13, 2017

TO: Finance Committee

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

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 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO LEASE AGREEMENT DOCUMENT SOLUTIONS FOR
COPIER FOR POLICE DEPARTMENT.**

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)

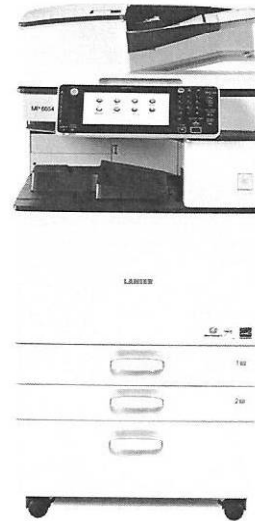


TOTAL **GREEN** DOCUMENT SOLUTIONS

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.



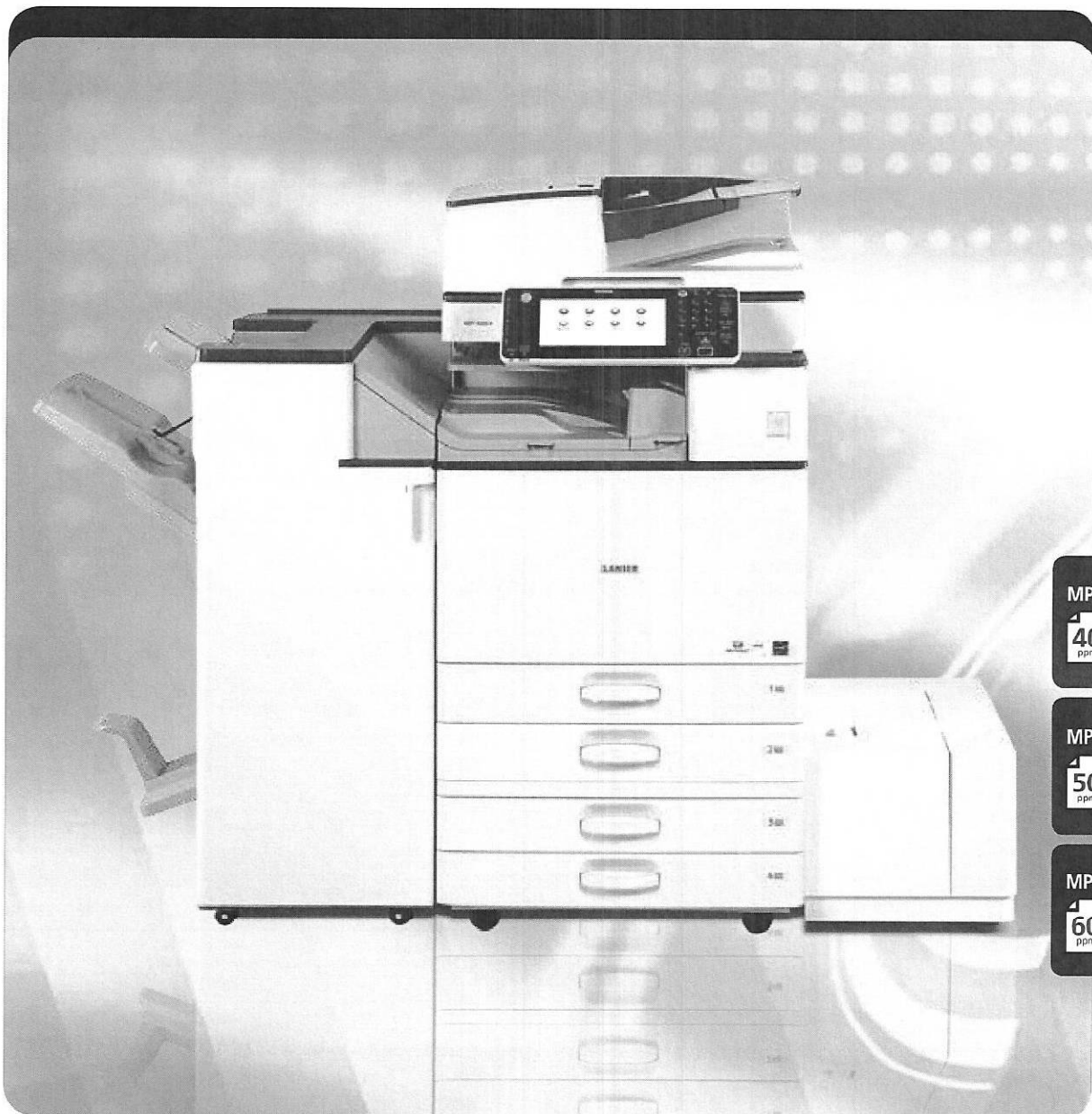
TOTAL GREEN DOCUMENT SOLUTIONS

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.



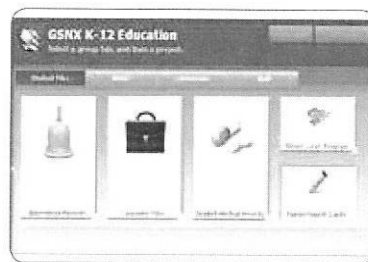
Work from more locations

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.



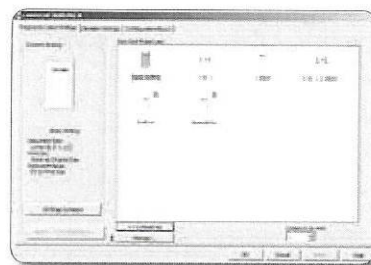
Minimize steps, maximize productivity

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

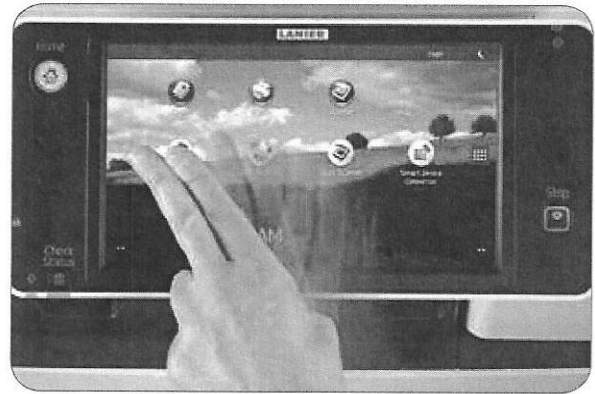
Capture the attention of your audience with a wider range of professional-looking documents. It's easy with the icon-driven, preset PCL6 interface driver. With a single click, you can produce eye-catching black-and-white documents at up to 1200 dpi. Print on more types of stocks, including thicker paper, 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

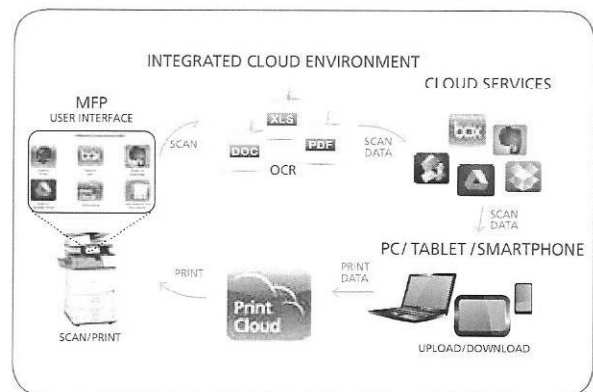
Access key functions conveniently

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.



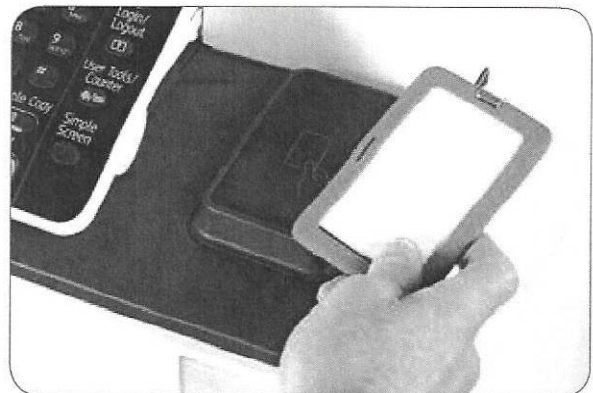
Move information in more ways, from more places

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

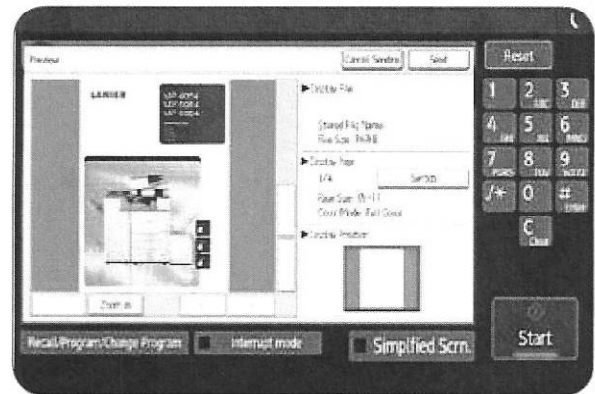
You have something in high demand — information. It's important that you protect it to ensure it gets to the right people. With the Lanier MP 4054/MP 5054/MP 6054, you can store documents at the device for safekeeping. Release them by swiping an authorized ID card at the optional card reader or by entering 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

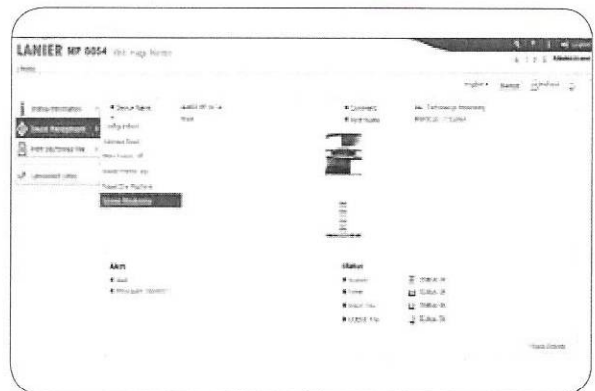
Improve collaboration with digital delivery

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.



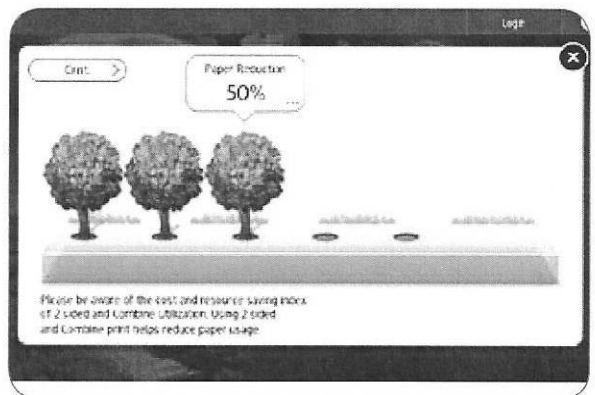
Expedite everyday tasks

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

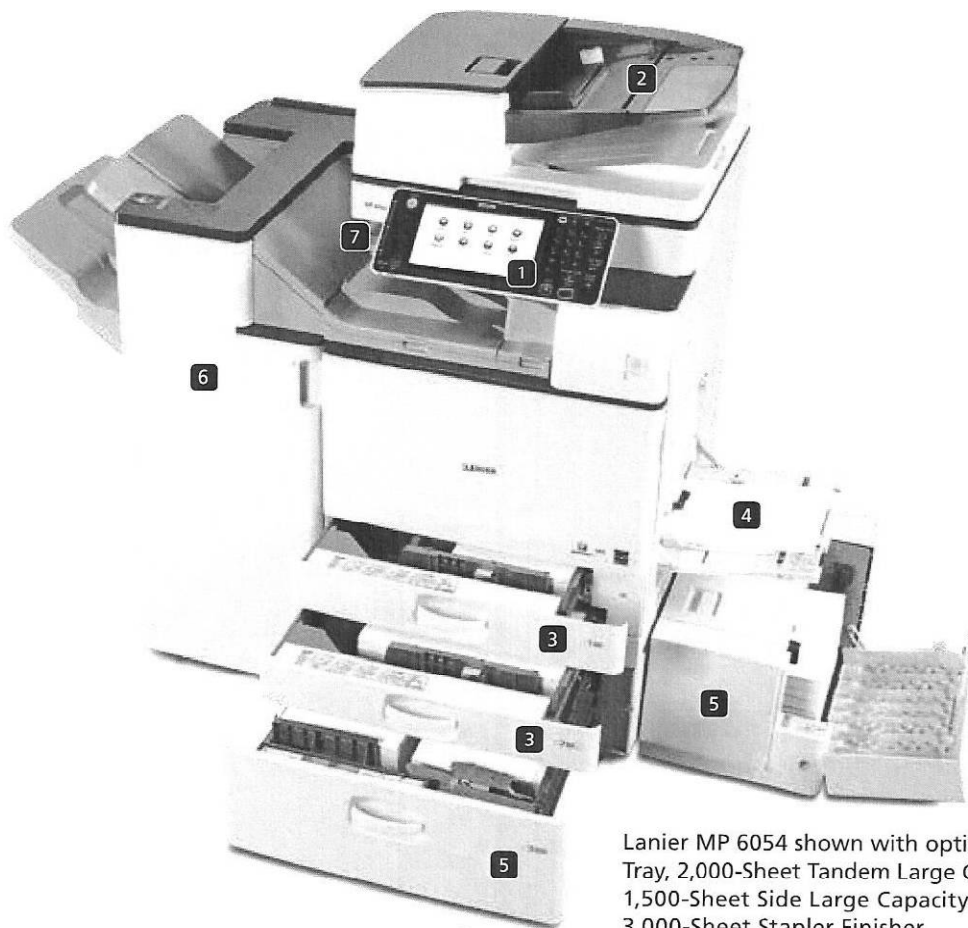
You'll find just the opposite to be true with the Lanier MP 4054/MP 5054/MP 6054. It offers low cost-per-page and best-in-class typical electricity consumption (TEC) values so you can reduce costs while meeting your sustainability goals. With a shorter recovery time of less than 5 seconds from sleep 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	Duplex: 14 – 68 lb. Bond (52 – 256 g/m ²) Bypass: 14 – 80 lb. Bond (52 – 300 g/m ²) 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, Booklet/Magazine Copy, Center/Border Erase, Chapters, Combine Mode, Cover Insertion, Document Server (3,000 File Capacity), Duplex, Electronic/Rotate Sorting, Full-Color VGA Touch Screen Control Panel, ID Card Copy, 8 Job Presets, 25 Job Programs, Negative/Positive, OHP Slip Sheet, Sample Copy, Series Copy, Simple Screen, 1,000 User Codes, User Stamps
Dimensions (WxDxH) (includes SPDF)	23.1" x 26.8" x 37.9" (587 x 680 x 963 mm)
Weight	163.1 lbs., 74 kg.

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

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
Protocol	Embedded Scan-to-Email/Folder/URL, Scan-to-USB/SU, I/MAIN and Color Scanning
File Formats	
Standard Features	

*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 F¹	
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 11") (A4) 30 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)
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	
Dimensions (WxDxH)	
2-/3-Hole Punch Unit (PU3050NA)	
(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	
Dimensions (WxDxH)	
3,000-Sheet Finisher (SR3160)^{2,3,4}	
Supported 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) 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)
Supported Paper Weight	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 11" to 11" x 17" or Mixed Sizes) (A4 – A3)
Stack Capacity	8.5" x 11" to 11" x 17" (A4 – A3) 14 – 28 lb. Bond (52 – 105 g/m ²) Top, Bottom, 2 Staples, Top Slant 25.9" x 24.1" x 37.8" (657 x 613 x 960 mm)
Staple Capacity	
Staple Paper Size	
Staple Paper Weight	
Staple Positions	
Dimensions (WxDxH)	
2-/3-Hole Punch Unit (PU3060NA)	
(Optional; Installs inside SR3160 or SR3170 Finishers)	

Additional Accessory Options

Bridge Unit BU3070, Browser Unit Type M12, Card Reader Bracket
Type 3352, Copy Data Security Unit Type G, Embedded HotSpot Type S,
Fax Connection Unit Type M12, File Format Converter Type E,
G3 Interface Unit Type M12, IEEE 1284 Interface Board Type A,
IEEE 802.11a/b/g/n Interface Unit Type M2, IPDS Unit Type M12,
Key Counter Bracket Type M3, Memory Unit Type M12 64MB,
OCR Unit Type M2, Optional Counter Interface Unit Type M12,
PostScript3 Unit Type M12, SD Card for NetWare Printing Type M12,
Smart Card Reader Built-in Unit Type M12, Smart Operation Panel
Type M3, XPS Direct Print Option Type M12, USB Device Server
Option Type M17

Note: Some accessories require additional equipment or may be prerequisites
for other options. Some images contained in this brochure do not show the
stabilizers that ship with the optional paper feed units.

Some options may not be available at the time of market release.
Specifications are subject to change without notice.

For maximum performance and yield, we recommend using genuine Lanier
parts and supplies.

¹ Cannot be installed together

² Cannot be installed together

³ Requires Bridge Unit: BU3070

⁴ Requires installation of Iwo-Tray Paper Bank (PB3220) or Tandem LCT (PB3230)

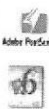
⁵ Requires installation of Caster Table Type M3

⁶ Cannot be installed on MP 6054

www.lanier.com

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document, and the appearance, features and specifications of Lanier products and services are subject to change from time to time without notice. Products are shown with optional features.
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herein, and shall not be liable for any errors or omissions in these materials. Actual results will vary depending upon use of the products and services, and the conditions and factors affecting
performance. The only warranties for Lanier products and services are as set forth in the express warranty statements accompanying them.

53535



**DOCUMENT MANAGEMENT
AGREEMENT**

APPLICATION NO.

AGREEMENT NO.

4.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

City of Reynoldsburg Police Department

STREET ADDRESS

7240 E Main St

CITY

STATE

ZIP

PHONE

FAX

Reynoldsburg

Oh

43068

614-322-6800

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT WITH INDEPENDENT MINIMUMS

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

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

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

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

TERM AND PAYMENT SCHEDULE

Term in 60 Months

The contract payment ("Payment") period is monthly unless otherwise indicated.

*plus applicable taxes

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

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

END OF AGREEMENT OPTIONS

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

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc.
dba Document Solutions

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

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

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

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

X

PRINT NAME OF GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Site Survey

General							
Company	City of Reynoldsburg Police Department		Contact	Cheryl Kristy		Order #	
Address	7240 E main St		Phone #	614-322-6932		Sales Rep Dan Lamatrice	
City St Zip	Reynoldsburg ohio 43068		e-Mail	ckristy@reypd.com		Date 1/12/2017	
Delivery Information							
Model	Lanier MP4054		Steps	☐	Model		
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				Signature Authorizes DCA Installation			
Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these				Software Acknowledgement & Release Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.			
Connectivity Warranty							
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 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE TWO
POLICE CRUISERS AND RELATED EQUIPMENT FOR
REYNOLDSBURG POLICE DEPARTMENT**

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
 COST OF A SET
 OF DEALS TO
 THE QUOTE
 \$ 60.71

PERFORM
 DY, (SCA
 NAL AR
) AT A RA
 IROUND
) SUBJEC

THE AB

TOTAL
 FOR 4 SETS
 OF DEALS
 \$ 247.84

\$ 61.96

DODDS BODY WORKS INC.

Info@DoddsBodyWorks.com

6350 E MAIN ST, REYNOLDSBURG, OH 43068

Phone: (614) 863-3991

FAX: (614) 863-9058

Workfile ID:

2d59e346

Federal ID:

311018566

Preliminary Estimate**Customer: RPD POLICE****Job Number:**

Written By: Jeff Johnson

Insured: RPD POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:**Inspection Location:****Insurance Company:**

RPD POLICE

DODDS BODY WORKS INC.

6350 E MAIN ST

REYNOLDSBURG, OH 43068

Repair Facility

(614) 863-3991 Business

VEHICLE

Year: 2015

Body Style:

4D UTV

VIN:

Mileage In:

Make: FORD

Engine:

6-3.5L-T

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

Bucket Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

TRUCK

Rear Step Bumper

Power Trunk/Gate Release

TOTAL FOR
DODD'S

\$ 6357.12

7-11-16

CALED

DODDS Body Shop

Spoke with Mary

Quote is still

Good. \$1589.28

PER VEHICLE

Preliminary Estimate

Customer: RPD POLICE

Job Number:

Vehicle: 2015 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		ROOF					
2	Refn	Roof panel					4.0
3		Add for Clear Coat					1.6
4		FRONT DOOR					
5	Refn	RT Outer panel					2.4
6		Overlap Major Adj. Panel					-0.4
7		Add for Clear Coat					0.4
8	Refn	LT Outer panel					2.4
9		Overlap Major Adj. Panel					-0.4
10		Add for Clear Coat					0.4
11	R&I	RT Handle, outside black				0.4	
12	R&I	LT Handle, outside black				0.4	
13	R&I	RT R&I trim panel				0.5	
14	R&I	LT R&I trim panel				0.5	
15	R&I	RT Belt w'strip				0.3	
16	R&I	LT Belt w'strip				0.3	
17		REAR DOOR					
18	Refn	RT Outer panel					2.5
19		Overlap Major Adj. Panel					-0.4
20	*	Add for Clear Coat					0.4
21	Refn	LT Outer panel					2.5
22		Overlap Major Adj. Panel					-0.4
23	*	Add for Clear Coat					0.4
24	R&I	RT Handle, outside black				0.4	
25	R&I	LT Handle, outside black				0.4	
26	R&I	RT R&I trim panel				0.4	
27	R&I	LT R&I trim panel				0.4	
28	*	R&I RT Belt w'strip				0.2	
29	*	R&I LT Belt w'strip				0.2	
30	#	E/P/A		1	3.00		
31	#	MASK		1	15.00	1.0	
SUBTOTALS					18.00	5.4	15.4

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)

Preliminary Estimate

Customer: RPD POLICE

Job Number:

Vehicle: 2015 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				18.00
Body Labor	5.4 hrs	@	\$ 48.00 /hr	259.20
Paint Labor	15.4 hrs	@	\$ 48.00 /hr	739.20
Paint Supplies	15.4 hrs	@	\$ 30.00 /hr	462.00
Subtotal				1,478.40
Sales Tax	\$ 1,478.40	@	7.5000 %	110.88
Grand Total				1,589.28
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				1,589.28

x4 = \$6357.12

*****ALL INSURANCE COMPANY ISSUED ESTIMATES MUST BE PRESENTED TO REPAIR FACILITY PRIOR TO REPAIRS BEING STARTED*****THIS IS AN ESTIMATE OF DAMAGE, FINAL TOTAL OF REPAIRS WILL BE CALCULATED UPON COMPLETION OF VEHICLE*****

Attachment: 2017 Cruiser Purchases (1650 : Permission to Purchase Two Cruisers)



Quotation

Page 1 of 2

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
 913-492-1400 Fax 913-492-1703
 sales@kustomsignals.com www.kustomsignals.com

Date 07/11/2016

To... DAVID BAUCHMOYER
 REYNOLDSBURG POLICE DEPARTMENT

7240 E MAIN ST
 REYNOLDSBURG OH 43068-2014

Quote # 1269991896357NE
 Terms Net 30
 This Quote Expires on 10/09/2016
 Phone 614-866-6375
 Fax 614-322-6926

Qty	Product Description	UnitPrice	SubTotal
	Ohio State Contract # 800345 effective 05/1/14 - 04/30/18		
	Shipping & handling included in contract		
4	G3 Vision 64GB SSD, Mirror/Monitor/Control, ICM, Simul-Rec, GPS, Rear Cam, Crash Record	\$4,603.27	\$18,413.08
4	G3 Vision Wireless Package (dual band 2.4/5.0 GHz client - specify on BOM)	\$278.07	\$1,112.28
	provide Car#'s at time of order		
4	G3 Vision MDC Kit for Dual Control (add to CRS 3419, 3421, 3423, or 3425 only)	\$117.88	\$471.52
Total			\$19,996.88

\$ 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. 46

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 #: _____

Reqst'd Delivery Date: _____

Customer Signature _____

Maintenance Sub-Total: \$0.00

Order Total: \$16,784.00

Std. Shipping Charges: \$180.00

Purchase Order Total: \$16,964.00

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 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST**

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]

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

DATE: February 13, 2017**TO: Finance Committee****RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST.**

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		

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

DATE: **February 13, 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

Emergency/Suspension: Emergency

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

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

DATE: February 13, 2017**TO: Finance Committee****RE:** 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).

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

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

The City's electric aggregation program expires in March of this year. American Municipal Power (or AMP) is under contract with the City to administer this program. AMP solicited preliminary or "indicative" pricing last week for a 24-month period. Constellation came in at the lowest indicative rate of 5.5 cents/KWH. This rate includes a \$100,000 civic grant. Our current aggregation rate is approximately 7.1 cents. It is very important to remember that this is indicative pricing as the rates change daily. Final pricing will reflect any market changes between now and when the final pricing is established after Council adopts legislation.

**Aggregation Program Agreement
Between
Constellation NewEnergy, Inc. and , Ohio**

This Aggregation Program Agreement, is entered into as of this day of , 20 (“Agreement”), by and between , OH (“Municipality”), a political subdivision of the State of Ohio, and Constellation NewEnergy, Inc. (“Constellation”), a Wisconsin corporation with its principal place of business at 1716 Lawrence Drive, DePere, Wisconsin 54115, hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, pursuant to 4928.20 of the Ohio Revised Code, the Municipality desires to aggregate non-mercantile retail electrical loads located within its jurisdictional boundaries (“Jurisdiction”) and arrange for competitive retail electric supply for eligible participants on an opt-out basis (the “Aggregation”); and

WHEREAS, the Municipality’s electorate will vote or has voted to authorize the Municipality to create an Aggregation under 4928.20 of Ohio Revised Code and the legislative authority of a municipal corporation, the board of township trustees of a township, or the board of county commissioners of a county (as appropriate, the “Governing Body”) will adopt or has adopted an ordinance regarding the Aggregation;

WHEREAS, Constellation has been selected as the supplier for the Aggregation; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating the electric load located within the Jurisdiction (the “Program”).

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: TERM

A. Term of Agreement. This Agreement shall be effective upon execution by the Parties and shall continue in effect through the last meter read date in a Delivery Period agreed upon on a fully executed Confirmation identifying a Price and Delivery Period for the Program. The Parties can agree to extend the terms of this Agreement by agreeing to a Price(s) for a subsequent Delivery Period(s).

ARTICLE 2: DUTIES

A. Municipality’s Duties

1. Governmental Aggregator Status. The Municipality will register as a governmental aggregator in accordance with 4901:1-24 of the Ohio Administrative Code (“Administrative Code”) and will maintain the requisite authority under 4928.20 of the Ohio Revised Code (“Revised Code”) as a governmental aggregator for the provision of competitive retail electric service for the term of this Agreement.
2. Logo. The Municipality will provide its logo for informational materials.
3. Exclusive Supplier. The Municipality will identify Constellation as the exclusive supplier for the Aggregation and facilitate the provision of electric supply to the Aggregation.
4. Negotiation. The Municipality will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.
5. Enrollment Process. The Municipality will oversee the opt-out process and enrollments detailed in 4901:1-21-17 of the Administrative Code, including providing timely feedback to Constellation on the contents.
6. Customer Data. The Municipality will assist Constellation in obtaining all available customer data and historical usage information regarding the eligible Program participants, as that group and the data may change from time to time, including executing any applicable documentation to enable (the “Utility”) to

release such information directly to Constellation from time to time during the term of this Agreement (which shall include without limitation the Municipality's filing of the Aggregator Registration Application with the Utility). "Eligible Program participants" include all nonmercantile customers except those that are not eligible pursuant to 4901:1-21-17 of the Administrative Code.

7. Employee Preparation. The Municipality will prepare its employees to direct residents to Constellation's customer service telephone number or website.

B. Constellation's Duties

1. Toll-free telephone. Constellation will establish a toll-free telephone number staffed with customer service representatives to address questions of Program participants.
2. Website. Constellation will establish a website for the Aggregation Program.
3. Opt-Out Process. Constellation will draft, obtain feedback from the Municipality on, and mail informational materials, including opt-out notices and customer terms and conditions, to the potential Program participants consistent with 4901:1-21-17 of the Administrative Code.
4. Website. Constellation will develop and activate landing page on Constellation's website for the Aggregation.
5. Data. Constellation will assist the Municipality with the requests for the delivery of data from the Utility and the completion and filing of any Utility-required forms (including the Aggregator Registration Application). Constellation will "scrub" the Utility-provided data as appropriate to eliminate ineligible accounts.
6. Negotiation. Constellation will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.
7. List. Constellation will maintain a list of potential Program participants who elect to opt-out of the Aggregation and maintain a list of Aggregation participants.
8. Enrollment. Constellation shall enroll the Aggregation.
9. Governmental Aggregator Assistance. Constellation will respond to questions the Municipality may have, as appropriate, regarding the completion of any forms required for the Municipality to maintain its Governmental Aggregator status during a Delivery Period.

ARTICLE 3: TERMS OF SERVICE, PRICE, AND ADDITIONS

A. Terms of Service. The terms of service between each Aggregation participant and Constellation shall be set forth in the contract between them, in a form substantially similar to that set forth in Attachment 2 hereto, which shall survive any termination of this Agreement. The Price for specific Delivery Periods shall be mutually agreed upon by Constellation and the Municipality in writing on a fully executed Confirmation and included in the final terms of service distributed (which final terms of service shall be referred to as the "Terms and Conditions").

B. Establishing a Price. To establish a Price, Constellation will submit a Price for a specific Delivery Period to the ("Municipality Designee") in the form of a confirmation, substantially similar to Attachment 1 hereto. The Price for the Delivery Period submitted to the Municipality in this form is *not* an offer. This submittal will contain market sensitive pricing, which pricing is subject to change until the document is executed by both the Municipality Designee on behalf of the Municipality, and Constellation. If the Price and Delivery Period submitted to the Municipality meets with the Municipality's approval, then the Municipality Designee shall promptly execute the document and return it via fax or .pdf or tif. attachment to electronic mail transmission to Constellation. Upon receipt by Constellation, Constellation will verify that the Price for the Delivery Period is still available, and if so, will execute the document (creating a fully executed Confirmation) and return the Confirmation by fax or by .pdf or .tif attachment to electronic mail transmission to the Municipality for its records. Only a fully executed

Confirmation shall be binding, form a part of this Agreement, and evidence an agreement between Constellation and the Municipality with respect to the Price for a specific Delivery Period for the Aggregation.

C. Market Information. When discussing pricing alternatives, Constellation may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Constellation shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Municipality shall make all decisions independently. Constellation has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement, the Terms and Conditions, or any Confirmation. Constellation has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Municipality in connection with this Agreement or any Confirmation

D. Adding to the Aggregation after planned Program enrollments. After the initial enrollment of the Aggregation (or after subsequent planned Program enrollments for a specific Delivery Period and Price agreed upon by Municipality and Constellation) Constellation may allow other potential participants to enroll with Constellation through various methods, including without limitation direct contact between an individual potential participant and Constellation via telephone or Constellation's website, and/or en masse through a special offering. For potential, eligible Program participants who enroll with Constellation other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between the Municipality and Constellation, may pay a different rate than those who join during a planned Program enrollment.

E. Service Inquiries. Constellation shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. All emergency or other service disruption concerns should continue to be directed to the Utility.

ARTICLE 4: PUBLICITY AND TERMINATION

A. Press Releases. The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.

B. Program Endorsement. The Municipality and Constellation shall cooperate in disseminating information to all potential Aggregation participants concerning the Program and the Municipality's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Constellation. Similarly, any use of the Municipality's official seal for advertising or promotional purposes is subject to review and approval by the Municipality. Upon mutual agreement of the Parties, the Parties may utilize Municipality resources for advertising, promotion and consumer communications of the Municipality's selection of Constellation as the Municipality's sole preferred supplier for the Aggregation. The Municipality warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Municipality from making factual statements in response to inquiries about the Aggregation or the Program.

C. Default and Termination. This Agreement may be terminated early: (1) if either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure thirty (30) days after written Notice of such failure is provided by one Party to the other, or (2) upon the occurrence of a Regulatory Event, as provided for in 4(D). Upon termination for any reason this Agreement shall be of no further force and effect, except for those obligations that survive termination (including without limitation those set forth in Article 5). The obligations of Constellation and each Aggregation participant set forth in the Terms and Conditions shall survive termination.

D. Regulatory Event. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties will enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for

the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. The following will constitute a "Regulatory Event":

1. **Illegality:** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action:** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure.

ARTICLE 5: DISCLAIMER AND LIMITATION OF LIABILITY

A. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSTELLATION MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

ARTICLE 6: MISCELLANEOUS

A. Entire Agreement. This Agreement including all Attachments, fully executed Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. Any conflict between the terms and conditions of this Agreement and any Confirmation shall be resolved in favor of the Confirmation. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.

B. Amendment. All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.

C. Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Municipality, Constellation may assign this Agreement to an affiliate.

D. Method of Notification. Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Constellation:	Notices to the Municipality:
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Attention: Contracts Administration Constellation NewEnergy, Inc. , OH Attn: , OH Telephone: Facsimile: 1221 Lamar St., Suite 750 Houston, Texas 77010 Telephone: 888-635-0827 Facsimile: 888-829-8738	
With a copy to: Contract Administration Attn: Government Aggregation Constellation NewEnergy, Inc. 1716 Lawrence Drive DePere, WI 54115 Telephone: 920-617-6067 Facsimile: 920-617-6070	With a copy to: , OH Telephone: Facsimile:

E. Waivers. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

F. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.

G. No Third Party Beneficiaries. The Parties do not intend for this Agreement to have, nor are there, any third party beneficiaries. Nothing herein shall be construed to create a private right of enforcement in any person or entity, it being the Parties' intent for this Agreement to only be enforceable by the Parties themselves.

H. Reports, Analysis, and Products. All reports, data aggregations and analysis, pricing products, templates for communications with eligible Program participants and/or the Aggregation and ideas, and other information generated by Constellation as part of this Agreement remain the sole and exclusive property of Constellation. The Municipality may use all such information furnished by Constellation for its internal use, but only in furtherance of the Program.

I. Plan of Operation and Governance. The Parties agree to perform consistent with the Plan of Operation and governance, provided however if there is a conflict between this Agreement and the Plan, this Agreement shall control. The Municipality agrees to provide notice of any changes the Municipality plans to make to the Plan in a manner that allows Constellation to adjust the administration or operation of the Program accordingly.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement; and
5. It will comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

B. Additional Representations of the Municipality. The Municipality hereby further represents to Constellation, as of the date of this Agreement, that:

1. The Municipality's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Municipality is organized pursuant to its authorizing statutes and regulations;
2. This Agreement does not constitute any kind of investment by the Municipality that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Municipality (or any of its officials in their respective capacities as such) or its property is subject;
3. The Municipality has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
4. With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Municipality is obligated to comply. Municipality Designee is duly authorized to execute Confirmations on behalf of the Municipality with respect to the Aggregation;
5. The Municipality is not relying on any representations, other than those set forth in Article 7(A), in entering into this Agreement; and
6. The Municipality is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Municipality independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

, OH By: _____ Name: Title: Date: APPROVED AS TO FORM (if required): By: _____ Name: Title: Date:	Constellation NewEnergy, Inc. By: _____ Name: Title: Date:
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ATTACHMENT 1**CONFIRMATION**

This Confirmation dated _____, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between Constellation NewEnergy, Inc. ("Constellation") and the _____, OH (the "Municipality"), and forms a part thereof.

Constellation and the Municipality agree that the Aggregation participants shall receive the Fixed Rate set forth below for the Delivery Period set forth below:

Delivery Period:

Fixed Rate: \$ _____ per kWh. The Fixed Rate does not include Utility distribution charges or applicable taxes.

ACKNOWLEDGED AND AGREED:

SAMPLE

_____, OH

By: _____

Name: _____

Title: _____

Date: _____

Constellation NewEnergy, Inc.

By: _____

Name: _____

Title: _____

Date: _____

This is not an offer. This Confirmation requires a signature from each Party to be effective.

Attachment: Reynoldsburg CNE OH Agg Program Agmt - electric - w.o preagg 06-2016 ... (1640 : Electric Aggregation Agreement with

ATTACHMENT 2

Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

The _____, Ohio (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on _____ and ordinance establishing the program, selected Constellation NewEnergy, Inc. (“Seller”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of _____ (the “Effective Date”).

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN _____, (2) BY CALLING _____ BY _____ OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT _____.** If you choose to opt-out, you will be served by the standard service offer of _____ (the “Utility”) or until you choose an alternative supplier of electric service.

2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality’s jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio (“PUCO”) “do not aggregate” list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in _____ and shall remain in effect through the _____ meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer’s enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, (“Rescission Period”) by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

5. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0. _____ per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary (“Broker”) for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller’s charges and the Utility’s delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller’s charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller’s charges.

7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller’s income tax or taxes levied on Seller’s real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED “AS IS”, AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER’S LIABILITY EXCEED THE AMOUNT OF BUYER’S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

9. Environmental Disclosure: Seller’s environmental disclosure label, which will be updated from time to time, is available on Seller’s

website.

10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at . Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

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

DATE: February 13, 2017**TO: Finance Committee****RE: ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED
GENERAL FUND FOR GRANT MONIES RECEIVED FROM THE
LBRANDS FOUNDATION. (First Reading 1/23/2017).**

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

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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.

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

DATE: February 13, 2017**TO: Finance Committee****RE:** 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).

Emergency/Suspension: Emergency

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

Apply and Receive the Body Worn Camera Grant**Statement of Necessity: Permission to pass this request as an emergency due to the deadline for grant application being February 16, 2017.**

The Reynoldsburg Division of Police request permission to apply for the Body Worn Camera Policy and Implementation Grant, and request to receive the funding from the grant if approved.

Please see the attached support document detailing the implementation of this grant.

OMB No. 1121-0329
Approval Expires 12/31/2018

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the FY 2017 Body-Worn Camera Policy and Implementation Program. This program furthers the Department's mission by supporting the safe and fair administration of justice.

Body-Worn Camera Policy and Implementation Program FY 2017 Competitive Grant Announcement

Applications Due: February 16, 2017

Eligibility

Eligible applicants are limited to public agencies of state government, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior); or any department, agency, or instrumentality of the foregoing that performs criminal justice functions (including combinations of the preceding, one of which is designated as the primary applicant).

BJA welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients ("subgrantees").¹ The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire Body-Worn Camera Policy and Implementation Program. Under this solicitation, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient ("subgrantee") in more than one application.

BJA may elect to fund applications submitted under this FY 2017 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

If clarification as to an entity's eligibility is needed, applicants are encouraged to contact BJA to confirm their eligibility before developing a full application. BJA will consider supporting documentation relevant to a determination of eligibility.

¹ For additional information on subawards, see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

Deadline

Applicants must register with [Grants.gov](https://grants.gov) prior to submitting an application. All applications are due to be submitted and in receipt of a successful validation message in Grants.gov by 11:59 p.m. eastern time on February 16, 2017.

To be considered timely, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, in order to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP encourages all applicants to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see [How to Apply](#) in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via email to support@grants.gov. The [Grants.gov](https://grants.gov) Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the BJA contact identified below **within 24 hours after the application deadline** and request approval to submit its application. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to this solicitation: BJA-2017-11221

Release date: December 13, 2016

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Body-Worn Camera Policy and Implementation Program

(CFDA #16.835)

A. Program Description

Overview

Law enforcement agencies across the country and worldwide are using body-worn cameras (BWC) as a promising tool to improve law enforcement interactions with the public. BWCs can provide a visual and audio record of interactions. Some preliminary evidence indicates that the presence of BWCs helps strengthen accountability and transparency, and can assist in de-escalating conflicts, resulting in more constructive encounters between the police and members of the community. This competitive solicitation is for law enforcement agencies seeking to **establish or enhance** BWC Policy and Implementation Programs (PIP). Successful applicants will be responsible for a mandatory 50 percent in-kind or cash match.

The FY 2017 BWC PIP will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is to help agencies develop, implement, and evaluate a BWC program as one tool in a law enforcement agency's comprehensive problem-solving approach to enhance officer interactions with the public and build community trust.

Successful applicants will develop and implement policies and practices required for effective program adoption, and will address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. BJA expects the BWC programs to make a positive impact on the quality of policing in these jurisdictions and to inform national efforts to improve the use of BWCs more broadly. While BWC equipment may be purchased under this program, successful applicants must demonstrate a commitment and adherence to a strong BWC policy framework, including comprehensive policy adoption and requisite training.

Statutory Authority: Any awards under this solicitation would be made under statutory authority provided by a full-year appropriations act for FY 2017. As of the writing of this solicitation, the Department of Justice is operating under a short-term "Continuing Resolution;" no full-year appropriation for the Department has been enacted for FY 2017.

Program-Specific Information

Law enforcement agencies' use of BWC programs has shown these cameras to be a promising practice to improve law enforcement's interactions with the public. These cameras are an important tool that could be an integrated part of a jurisdiction's holistic problem-solving and community-engagement strategy, helping to increase both trust and communication between the police and the communities they serve. BWCs can be highly effective, providing an objective audio and visual record of interactions that can capture empirical evidence in the event of a crime, police-citizen interaction, or use-of-force incident. Preliminary research indicates that departments that have effectively implemented BWC programs have received fewer public

complaints, file fewer use-of-force reports, and show a reduction in adjudicated complaints resulting in a decrease of settlements.

While research relating to BWCs is promising, current implementation methods vary widely and BWC deployment is often a complex balance between the overarching public safety goals and the technological, logistical, and policy challenges. Leading police membership organizations like the Police Executive Research Forum (PERF) and the International Association of Chiefs of Police (IACP), and federal agencies such as DOJ's Office of Community Oriented Policing Services (COPS) and OJP's Diagnostic Center, BJA, and National Institute of Justice (NIJ) have produced helpful guidance related to the complex privacy, officer safety, and policy issues involved in implementing this rapidly evolving technology:

1. BJA Body-Worn Camera Toolkit: www.bja.gov/bwc
2. COPS/PERF Resource: www.justice.gov/iso/opa/resources/472014912134715246869.pdf
3. IACP Resources: www.theiacp.org (search "Body Worn Camera")
4. OJP Diagnostics Center Resource: www.ojpdiagnosticscenter.org/sites/default/files/spotlight/download/Police%20Officer%20Body-Worn%20Cameras.pdf
5. National Institute of Justice Resource: www.nij.gov/topics/law-enforcement/technology/Pages/body-worn-cameras.aspx

Goals, Objectives, and Deliverables

BJA is soliciting applications from law enforcement agencies to develop a comprehensive, problem-solving approach that incorporates BWCs into officer practice by implementing a first-time program or enhancing an existing BWC program that includes the following elements:

- Implementation of a BWC program developed in a planned and phased approach that first achieves broad stakeholder, local political leadership, and community engagement, and then leverages partnership input to address policy, training, deployment, and procurement requirements.
- Implementation of appropriate privacy policies that, at a minimum, address BWC program issues involving civil rights, domestic violence, juveniles, and victims' groups, and legal liabilities of release of information.
- Implementation of operational procedures and tracking mechanisms that address the use, review, access, storage, retention, redaction, and expungement of digital voice and audio evidence.
- Training of officers, administrators, and associated agencies requiring access to digital multimedia evidence (DME).

Program funds are expected to support necessary collaboration with other justice stakeholders, such as citizen and community groups, prosecution, defense counsel, labor organizations (e.g., police unions), and the courts, to help ensure that an effective program is implemented. BJA requires that applicants develop a communication strategy for engaging with privacy and civil liberty advocacy groups to promote understanding of the program and obtain buy-in. Program funds may be used to engage and inform the public and victim, privacy, and civil liberty advocacy groups about how the applicant will use its BWC project as a part of a larger initiative to improve transparency and accountability in encounters between police and the public. The successful applicant will demonstrate it has evaluated its agency's existing evidence and practices related to

increasing accountability and transparency and will set goals and develop strategies (to include the use of BWCs) that will improve outcomes during police–citizen encounters.

Policy and practices should at minimum address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability, and discipline. They must also consider the impact of data collection and use on public trust and police legitimacy. Public record laws, which allow public access to information held by government agencies, including law enforcement, should also be evaluated and, when practicable, modified to protect the privacy of the individuals whose records they hold and to maintain the trust of the community. These policies and practices should at a minimum increase transparency and accessibility, provide appropriate access to information, allow for public posting of policy and procedures, and encourage community interaction and relationship building.

Special Condition for Policy Development and Planning:

Award recipients shall be required to work with the BJA-funded BWC training and technical assistance (TTA) provider as part of the policy development process review prior to full funding being released for procurement and implementation. The agencies are also encouraged to utilize the services of the TTA provider to assist in any areas of BWC policy development and implementation.

Agencies shall only have access to 10 percent of federal award funds for preliminary policy development and planning efforts prior to this review. Match funds should only be encumbered after an approved budget has been processed by BJA and received by the grantee.

The primary tool for policy development review is the BWC Policy Scorecard, which can be found on BJA's website, <https://www.bja.gov/bwc/pdfs/BWC-Scorecard-Instructions-and-Template.pdf>. Agencies are required to complete the scorecard process through the TTA provider prior to release of funds for implementation.

Agencies are also encouraged to contact the TTA provider via the contact information found on the TTA website, at <http://www.bwctta.com>, prior to application submission to ensure the agency understands the potential impacts of a BWC program. This funding opportunity does not cover long-term program and storage costs and BJA wants to ensure agencies understand the potential impact on their agency and agency budget.

Successful applicants will identify the methods by which they plan to address the "Considerations for Implementation" referenced in the COPS "Implementing a Body-Worn Camera Program" (see "Considerations for Implementation" section below). Additionally, the applicant will describe the existing or intended methods of establishing and measuring the success of the BWC program and the policies and practices required for a sustainable BWC program, including the relationships with associated agencies, advocates, and other interested parties. Funds for the expansion of existing programs should be used to support represented police agencies with body-worn cameras, the associated hardware, software licenses, and contractual agreements directly related to program creation or expansion. These funds should not be used to extend maintenance and support services for existing resources.

The Goals, Objectives, and Deliverables are directly related to the performance measures set out in the table in [Section D. Application and Submission Information](#), under "Program Narrative."

Reimbursement for previously purchased cameras, other equipment, and contracts:

BJA only expects to fund new and expanding BWC programs; applications that seek reimbursement for previously purchased components are not being considered for this solicitation. See the **Pre-Agreement Cost Approvals** section on page 14.

Data Storage Costs: To ensure agencies establish program continuity this solicitation does not allow for federal reimbursement of data storage costs. BJA does recognize that BWC systems are often bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs. Procurements with bundled costs, specifically no line-item storage costs, are permissible for reimbursement and the agency will not be asked to break out the costs.

CATEGORY 1: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR SMALL AGENCIES.

Competition ID: BJA-2017-12240

This funding category seeks to establish new or expand existing BWC programs in police agencies with 25 or fewer sworn officers. Applicants may request no more than \$50,000 under this category. BJA estimates 40 awards will be made in this category for an estimated total amount of \$2,000,000.

Funding Metric:

There is a minimum request of \$10,000 for this category. If an agency does not require this level of funding they are encouraged to partner with other criminal justice agencies to combine projects and have one of the agencies act as the applicant while the partner agencies act as subrecipients.

This category is not restricted by the \$1,500 camera metric (see below), though peer reviewers and BJA will consider the cost ratio of requested funds to the number of body-worn cameras requested. All categories must follow the 50 percent funding match requirement.

CATEGORY 2: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR MID-SIZED AGENCIES.

Competition ID: BJA-2017-12241

This funding category seeks to establish new or expand existing BWC programs in mid-sized police agencies with more than 25 sworn officers and up to 250 sworn officers. Applicants may request no more than \$400,000 under this category. BJA estimates 10 awards will be made in this category for an estimated total amount of \$4,000,000.

Funding Metric:

Applicants for this category may request no more than \$1,500.00 for each camera to be deployed in this phase of their BWC program, up to the agency size funding limitations (see below). Though funds are correlated to the number of cameras, **awarded funds may also be used for any part of the BWC program** other than line-item data storage costs, which can only be covered with matching funds. BWC systems that are bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs are permissible for award funding.

CATEGORY 3: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR LARGE AGENCIES.

Competition ID: BJA-2017-12242

This funding category seeks to establish new or expand existing BWC programs in large police agencies with more than 250 and up to 1,000 sworn officers. Eight awards are anticipated, and applicants may request no more than \$750,000 for an estimated total amount of \$6,000,000 under this category.

Funding Metric:

Applicants for this category may request no more than \$1,500.00 for each camera to be deployed in this phase of their BWC program, up to the agency size funding limitations (see below). Though funds are correlated to the number of cameras, **awarded funds may also be used for any part of the BWC program** other than line-item data storage costs, which can only be covered with matching funds. BWC systems that are bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs are permissible for award funding.

CATEGORY 4: IMPLEMENTATION OR EXPANSION OF BWC PROGRAMS FOR EXTRA-LARGE AGENCIES.**Competition ID: BJA-2017-12243**

This funding category seeks to establish new or expand existing BWC programs in extra-large police agencies with more than 1,000 sworn officers. Five awards are anticipated, and applicants may request no more than \$1,000,000 for an estimated total of \$5,000,000 under this category.

Funding Metric:

Applicants for this category may request no more than \$1,500.00 for each camera to be deployed in this phase of their BWC program, up to the agency size funding limitations (see below). Though funds are correlated to the number of cameras, **awarded funds may also be used for any part of the BWC program** other than line-item data storage costs, which can only be covered with matching funds. BWC systems that are bundled or sold as software-as-a-service (SAAS) with no line-item distinction to data storage costs are permissible for award funding.

CAMERA-BASED FUNDING METRIC FORMULA FOR CATEGORIES 2, 3, and 4:

Number of Cameras in Project X \$1,500 = Max. Requested Funds

Max. Requested Funds + Matching Funds = Total Program Cost

- Note: \$1,500.00 is **not** the expected cost of a body-worn camera. Paired with the matching funds, it is the expected total program costs for one (1) camera system to include: Camera, Storage, Software, Licenses, Services, Policy Development, Training, etc.

Example 1:

An agency may request \$150,000 in funding for a 100-camera program (\$1,500 X 100), while actually only spending \$100,000 of awarded funds

on cameras; the other \$50,000 could be spent on planning and training staff. Additionally, the soft-match requirements could be met by line-item data storage and other agency costs and partner program expenses such as those incurred by prosecutors, defense bar, or community outreach.

Example 2:

Agencies could apply directly under a category based on the size of their agency, or they could partner with other agencies to bring the combined sworn officers count up to another category's minimum officer count.

Example 3:

An agency that applies for \$100,000 in federal funds will have to identify a minimum of \$100,000 of in-kind or cash matching funds. This means the total program cost is at least \$200,000 for this example.

Matching fund considerations are reviewed through the peer-review process and used in award determinations by BJA. If there are questions about the type or amount of matching funds being used, applicants are encouraged to contact the National Criminal Justice Reference Service (NCJRS) Response Center toll-free at 800-851-3420.

CONSIDERATIONS FOR IMPLEMENTATION:

Applicants are strongly encouraged to review the COPS "Implementing a Body-Worn Camera Program"² report. The successful applicant will demonstrate a thorough understanding and appreciation of the issues discussed and will incorporate the most important program design elements in their proposal.

All applicants must describe a detailed phased implementation plan for achieving the goals of the BWC PIP as part of their program narrative. The following elements, taken directly from the COPS report, must be included in this plan in order to receive funding consideration.

- Privacy considerations
- Impact on community relationships
- Addressing officer concerns (e.g., privacy, safety, administrative uses)
- Managing expectations of police agencies and the public
- Ensure partnerships with associated criminal justice agencies like prosecutors and the judiciary support effective implementation
- Financial considerations
- Technical specifications and considerations
- Use of data, training, and program evaluation

Prior to pursuing funding under this solicitation, evidence of cross-agency collaboration and a high level of commitment from participating agencies and entities should be received and documented (via memoranda of understanding or other appropriate mechanisms) because the primary focus of this program is implementation. Such commitment should be described in the

² Miller, Lindsay, Jessica Toliver, and Police Executive Research Forum. 2014. *Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned*. Washington, DC: Office of Community Oriented Policing Services. www.justice.gov/iso/opa/resources/472014912134715246869.pdf.

application and submitted as attachments with the application. Pre-implementation applicants are expected to focus on the planning of efforts and tasks to accomplish these goals, while applicants with existing implementations are expected to document how these goals were accomplished and/or plan to be improved.

CONSIDERATIONS FOR PROCUREMENT:

If awarded, grantees must ensure all funds, federal and match, expended through procurement processes are done using fair, competitive processes. Agencies shall not rely on informal testing of equipment (piloting) to determine equipment selection. Grantee testing and evaluation alone do not meet federal procurement standards. For more information on federal procurement please see <http://ojp.gov/financialguide/DOJ/index.htm>. BJA has developed a [BWC Request for Proposals template](#) that takes into account many of the primary considerations when procuring a BWC system. This requirement does not apply to funds that are for non-procurement based expenditures, such as officer training time.

CONFERENCE TRAVEL REQUIREMENTS:

All applicants must identify funding within their submitted budgets (requested federal funds or offered agency match) for two staff members to attend one mandatory national BWC PIP meeting in a location to be determined and one optional regional BWC PIP meeting. The applicants are also required to budget for staff to attend at least one of the regional BWC conferences with similar expected costs. There are expected to be one national BWC PIP Conference per year and two regional BWC PIP Conferences per year.

Conference travel costs will not be considered part of the \$1,500 camera metric that applies to categories 2, 3, and 4, though agencies must stay within their category's funding limit.

MANDATORY CATEGORY 1, 2, 3, AND 4 APPLICATION REQUIREMENTS:

Hint: Start this process early; previous applications have scored well but were rejected due to failure to produce these documents.

1) Prosecutor Involvement:

APPLICANTS MUST ATTACH DOCUMENT(S) THAT DEMONSTRATE significant involvement of the local and/or state prosecutor's office, meaning that the prosecutor's office has a direct role with law enforcement in establishing relevant policy, system requirements that effect prosecution, evidence management, redaction, and retention specifications. Documentation of the prosecutor's involvement and commitment to the applicant's program is a requirement that will be reviewed through peer review and by BJA. Demonstration of this involvement shall be documented by either of the following methods:

- a. Documented proof of established, active, and mutually attended governance boards or committees focused on BWC policy and implementation;
- b. Or, by production of executed (signed) memoranda of understanding, letters of intent, service-level agreements, or other mutually signed documents that clearly state the involvement and commitment between the relevant parties.

2) Use-of-Force Policy Review:

APPLICANTS MUST ATTACH DOCUMENT(S) THAT directly state that they have an existing, periodic use-of-force policy review or that their use-of-force policy and training will be reviewed and refined, as appropriate, as part of the development of BWC policies. Awarded applicants are required to have an implemented use-of-force policy prior to BJA

releasing implementation funding. This requirement will be evaluated by the BWC TTA provider and submitted to BJA as part of the special condition process. This affirmation should be written as a separate document and added as an attachment to the application submission. The agency is not required to submit their use-of-force policy as part of the application.

PRIORITY CONSIDERATIONS FOR APPLICATION SCORING:

1) **Partnerships:** Priority consideration will be given to applicants that demonstrate cost reductions through economies of scale.

- Projects that provide economies of scale by establishing or utilizing shared resources. Examples of shared resources could be:
 - State, county, or regionally managed BWC system with a shared repository or other BWC services.
 - Shared contracts that meet local, state, and federal procurement requirements and increase the buying power through combined purchases. Economies of scale should be designed to maximize cost savings and increase interoperability between agencies and jurisdictions.
 - Minimized duplication of effort and infrastructure, such as providing a prosecutor that works with multiple law enforcement agencies with a single process for evidence submission, review, and management.
 - Multiple law enforcement agencies collaborating together on a single application.

When combining applications, one agency should act as the designated applicant but the agency size should be the combined number of sworn officers between all represented agencies. Specifically, if agency A has 200 sworn officers and agency B has 100 sworn officers, the applicants could submit for as much as \$750,000, the same as a mid-sized agency with 300 officers.

Evidence of partnerships and commitment should be demonstrated in writing in the submitted application as attachments and will not be counted against the maximum page limitation.

2) **Technical Considerations:** For technical priority consideration the applicant should affirm that the [linked minimum technical requirements \(click here\)](#) will be used in order to maximize the usefulness of BWC technology. Priority consideration will be given to applicants that incorporate the 18 core operating characteristics found on the [National Institute of Justice website](#) in their procurement of BWC technology. These minimum operating characteristics and associated audio/video specifications are available in current commercial products and are based on technical resources about criminal justice use of video.^{3, 4}

It is not necessary for applicants to address each of these areas specifically in their proposal,

³ Home Office Centre for Applied Science and Technology, *Body-Worn Video Technical Guidance*, May 2014, www.bwvsq.com/wp-content/uploads/2013/07/body-worn-video-technical-guidance-1414.pdf.

⁴ Scientific Working Group on Imaging Technology, *Recommendations and Guidelines for Using Closed-Circuit Television Security Systems in Commercial Institutions*, Version 3.0, June 8, 2012, www.swgit.org/pdf/Section%204%20Recommendations%20and%20Guidelines%20for%20Using%20Closed-Circuit%20Television%20Security%20Systems%20in%20Commercial%20Institutions?docID=48.

but in order to receive priority consideration the applicant must discuss how they will be incorporated into the agency's purchasing or procurement procedures.

PROGRAM DEVELOPMENT EXPECTATIONS:

As a guideline, in months 1-9, the PIP grantees will be expected to review and develop policies and training programs. The results of these activities will be evaluated to ensure that the topics in chapter two of the COPS "Implementing a Body-Worn Camera Program" report have been reviewed, considered, and addressed in a submitted request for equipment purchase drawdown, to include relevant implemented policies, memoranda of understanding, correspondence, and other supporting documentation. As every agency faces different challenges and applicable laws, BJA will not set standards for policies and procedures. Policies must conform to applicable federal, state, local, and tribal laws.

The TTA provider will work with the agency to document and validate the policy development process. The TTA provider will make recommendations to BJA that an agency has met the policy development requirements before BJA releases any award funds to the agency prior to implementation.

After completion of the policy development process and evaluation, the PIP grantees will be expected to deploy BWCs, continue their training efforts, and collect outcome measures to assess their BWC implementation. Agencies prepared to demonstrate implemented BWC policies that address the requisite areas may request drawdown for non-planning expenses outside of the timeframes provided, but only within the grant period.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.
- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP [CrimeSolutions.gov](https://www.crimesolutions.gov) website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

B. Federal Award Information

BJA estimates that it will make up to 63 awards, with an estimated total amount of \$17,000,000. All awards will be for a 24-month period of performance, beginning on October 1, 2017.

BJA may, in certain cases, provide additional funding in future years to awards under this solicitation, through supplemental awards. In making decisions regarding supplemental awards, OJP will consider, among other factors, the availability of appropriations, OJP's strategic priorities, and OJP's assessment of both the management of the award (for example, timeliness and quality of progress reports), and the progress of the work funded under the award.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Type of Award

BJA expects that any award under this solicitation will be made in the form of a grant. See [Administrative, National Policy, and Other Legal Requirements](#), under [Section F. Federal Award Administration Information](#), for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity⁵) must, as described in the Part 200 Uniform Requirements⁶ set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers

⁵ For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

⁶ The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand applicable administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available [here](#).

Budget Information

Cost Sharing or Matching Requirement (cash or in-kind)

Federal funds awarded under this solicitation may not cover more than 50 percent of the total costs of the project. Applicants must identify the source of the 50 percent non-federal portion⁷ of the total project costs and how they will use match funds. If a successful applicant's proposed match exceeds the required match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit. ("Match" funds may be used only for purposes that would be allowable for the federal funds.) Recipients may satisfy this match requirement with either cash or in-kind services. See the [DOJ Grants Financial Guide](#) for examples of "in-kind" services. The formula for calculating the match is:

$$\frac{\text{Federal Award Amount}}{\text{Federal Share Percentage}} = \text{Adjusted (Total) Project Costs}$$

$$\text{Required Recipient's Share Percentage} \times \text{Adjusted Project Cost} = \text{Required Match}$$

Match Formula Examples: 50% match requirement for a federal award amount of \$350,000, calculate match as follows:

$$\frac{\$350,000}{50\%} = \$700,000 \quad 50\% \times \$700,000 = \$350,000 \text{ Match}$$

Pre-Agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award.

OJP does **not** typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the [DOJ Grants Financial Guide](#) for more information.

⁷ Indian tribes and tribal organizations that otherwise are eligible for an award may be able to apply certain types of funds received from the federal government (for example, certain funds received under an Indian "self-determination contract") to satisfy all or part of a required "non-federal" match.

Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, a recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.⁸ The 2017 salary table for SES employees is available at the Office of Personnel Management [website](#). Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Non-federal funds used for any such additional compensation will not be considered matching funds, where match requirements apply.) If only a portion of an employee's time is charged to an OJP award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, this limitation on compensation rates allowable under an award. An applicant that requests a waiver should include a detailed justification in the budget narrative of its application. An applicant that does not submit a waiver request and justification with its application should anticipate that OJP will require the applicant to adjust and resubmit the budget.

The justification should address—in the context of the work the individual would do under the award—the particular qualifications and expertise of the individual, the uniqueness of a service the individual will provide, the individual's specific knowledge of the proposed program or project, and a statement that explains whether and how the individual's salary under the award would be commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work he/she would do under the award.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events, available at www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Overview of Legal

⁸ OJP does not apply this limitation on the use of award funds to the nonprofit organizations listed in Appendix VIII to 2 C.F.R. Part 200.

Requirements Generally Applicable to OJP Grants and Cooperative Agreements” in the [OJP Funding Resource Center](#).

C. Eligibility Information

For eligibility information, see title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

Moreover, an applicant should anticipate that an application that OJP determines is nonresponsive to the scope of the solicitation, or that OJP determines does not include the application elements that BJA has designated to be critical, will neither proceed to peer review, nor receive further consideration. For this solicitation, BJA has designated the following application elements as critical: Program Narrative, Budget Detail Worksheet, and Budget Narrative. An applicant may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the “Note on File Names and File Types” under [How to Apply](#) (below) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Résumés”) for all attachments. Also, OJP recommends that applicants include résumés in a single file.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and the OJP Grants Management System (GMS) take information from the applicant’s profile to populate the fields on this form. When selecting “type of applicant,” if the applicant is a for-profit entity, select “For-Profit Organization” or “Small Business” (as applicable).

To avoid processing delays, applicants must include an accurate legal name on their SF-424. Current OJP award recipients, when completing the field for “Legal Name,” should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP’s financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. Applicants with current awards must ensure that their GMS profile is current. If it isn’t, they

should submit a Grant Adjustment Notice updating the information on their GMS profile prior to applying under this solicitation.

New applicants should enter the Official Legal Name and address of the applicant entity in box 5 and the EIN in box 6 of the SF-424. Applicants must attach official legal documents to their applications (e.g., articles of incorporation, 501C3, etc.) to confirm the legal name, address, and EIN entered into the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: www.whitehouse.gov/omb/grants_spoc/. If the State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Abstract

Applications should include a high-quality Project Abstract that summarizes the proposed project in 400 words or less. Project Abstracts should be—

- Written for a general public audience.
- Submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins.

As a separate attachment, the Project Abstract will **not** count against the page limit for the Program Narrative.

All project abstracts should follow the detailed template available at ojp.gov/funding/Apply/Resources/ProjectAbstractTemplate.pdf.

Permission to Share Project Abstract with the Public: It is unlikely that OJP will be able to fund all applications submitted under this solicitation, but it may have the opportunity to share information with the public regarding unfunded applications, for example, through a listing on a web page available to the public. The intent of this public posting would be to allow other possible funders to become aware of such applications.

In the project abstract template, each applicant is asked to indicate whether it gives OJP permission to share the applicant's project abstract (including contact information for individuals) with the public. Granting (or failing to grant) this permission will not affect OJP's funding decisions. Moreover, if the application is not funded, providing permission will not ensure that OJP will share the abstract information, nor will it assure funding from any other source.

Note: OJP may choose not to list a project that otherwise would have been included in a listing of unfunded applications, should the abstract fail to meet the format and content requirements noted above and outlined in the project abstract template.

3. Program Narrative

The Program Narrative should respond to the solicitation and the [Selection Criteria \(1-5\)](#) in the order given. The Program Narrative should be double-spaced, using a standard 12-point font (Times New Roman is preferred) with no less than 1-inch margins, and should not exceed 15 pages. Please number pages "1 of 15," "2 of 15," etc.

If the Program Narrative fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions. BJA will instruct the peer reviewers to score applications based on content, not the length of the application. Applicants should focus on grant requirements, priority considerations, and addressing the purpose of this grant.

The following sections should be included as part of the program narrative⁹:

- a. Description of issues the applicant(s) intend to address
- b. Project design and implementation
- c. Capabilities and competencies
- d. Plans for continuity of the program after federal funds have been expended
- e. Plan for collecting the data required for this solicitation's performance measures

OJP will require each successful applicant to submit specific performance measures data as part of its reporting under the award (see "[General Information about Post-Federal Award Reporting Requirements](#)" in [Section F. Federal Award Administration Information](#)). The performance measures correlate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables" in [Section A. Program Description](#).

The application should describe the applicant's plan for collection of all of the performance measures data should it receive funding.

Award recipients will be required to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at www.bjaperformancetools.org.

Applicants should review the complete list of BWC PIP program performance measures at: <https://www.bjaperformancetools.org/help/BWCPerformanceMeasures.pdf>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are

⁹ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing, and evaluation designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the protection of human subjects" section of the "[Requirements related to Research](#)" web page of the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements," available through the [OJP Funding Resource Center](#). Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget and Associated Documentation

The budget documents should respond to the solicitation and the 6th [Selection Criteria](#) and address both federal requested funds and allotted in-kind and/or cash matching funds.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. An applicant that submits its budget in a different format should use the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should break out costs by year.

The Budget Detail Worksheet should identify the number of cameras expected to be purchased with Federal Funds, the number of cameras to be purchased with Match Funds, and the estimated travel costs to attend the required conferences.

For questions pertaining to budget and examples of allowable and unallowable costs, see the [DOJ Grants Financial Guide](#).

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year.

c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)

Applicants for OJP awards typically may propose to make "subawards." Applicants also may propose to enter into procurement "contracts" under the award.

Whether—for purposes of federal grants administrative requirements—a particular agreement between a recipient and a third party will be considered a "subaward" or instead considered a procurement "contract" under the award is determined by federal rules and applicable OJP guidance. It is an important distinction, in part because the federal administrative rules and requirements that apply to "subawards" and to procurement "contracts" under awards differ markedly.

In general, the central question is the relationship between what the third-party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or will conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement—for purposes of federal grants administrative requirements—is a "subaward" or is instead a procurement "contract" under an award.

Additional guidance on the circumstances under which (for purposes of federal grants administrative requirements) an agreement constitutes a subaward as opposed to a procurement contract under an award, is available (along with other resources) on the [OJP Part 200 Uniform Requirements](#) web page.

1. Information on proposed subawards

A recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) subawards, a recipient must have authorization from OJP before it may make a subaward.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the

application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, the applicant should (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and budget narrative.

2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over \$150,000)

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement “contracts” under awards will be entered into on the basis of full and open competition. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, \$150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement.

An applicant that (at the time of its application) intends—without competition—to enter into a procurement “contract” that would exceed \$150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition. Various considerations that may be pertinent to the justification are outlined in the [DOJ Grants Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see [Section B. Federal Award Information](#).

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

- (a) The recipient has a current (that is, unexpired), federally-approved indirect cost rate; or

- (b) The recipient is eligible to use, and elects to use, the “de minimis” indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

An applicant with a current (that is, unexpired) federally-approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally-approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant’s accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at <http://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf>.

Certain OJP recipients have the option of electing to use the “de minimis” indirect cost rate. An applicant that is eligible to use the “de minimis” rate that wishes to use the “de minimis” rate should attach written documentation to the application that advises OJP of both (1) the applicant’s eligibility to use the “de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The “de minimis” rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally-approved negotiated indirect cost rate is eligible to use the “de minimis” rate.)

6. Tribal Authorizing Resolution (if applicable)

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every applicant (other than an individual applying in his/her personal capacity) is to download, complete, and submit the [OJP Financial Management and System of Internal Controls Questionnaire](#), as part of its application.

Among other things, the form requires each applicant to disclose whether it currently is designated “high risk” by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides

additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high-risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high-risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form Disclosure of Lobbying Activities (SF-LLL). An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

9. Additional Attachments

a. Memorandum of Understanding/Letters of Intent/Documentation of Governance

Applicants should include evidence of cross-agency collaboration and a high level of commitment from participating agencies and entities via a memorandum of understanding or other appropriate mechanism.

b. Affirmation of Use-of-Force Processes and Policy Review

Applicants should include affirmation of existing, periodic use-of-force policy review processes, a commitment to review use-of-force policies as part of the BWC policy development process, and/or an affirmation that a use-of-force policy will be implemented, if not already, prior to BWC implementation.

c. Timeline

Include a timeline that identifies milestones, numerically lists deliverables, and identifies who is responsible for each activity.

d. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally-funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to State agencies that will subaward ("subgrant") federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or State funding agency.
- The solicitation name/project name.
- The point of contact information at the applicable federal or State funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Each applicant should include the table as a separate attachment to its application. The file should be named "Disclosure of Pending Applications." The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally-funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application."

How to Apply

Applicants must register in and submit applications through Grants.gov, a primary source to find federal funding opportunities and apply for funding. Find complete instructions on how to register and submit an application at www.Grants.gov. Applicants that experience technical difficulties during this process should call the Grants.gov Customer Support Hotline at **800-518-4726** or **606-545-5035**, which operates 24 hours a day, 7 days a week, except on federal holidays.

Registering with Grants.gov is a one-time process; however, **processing delays may occur, and it can take several weeks** for first-time registrants to receive confirmation of registration and a user password. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications at least 72 hours prior to the application due date, in order to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP strongly encourages all prospective applicants to sign up for Grants.gov email [notifications](#) regarding this solicitation. If this solicitation is cancelled or modified, individuals who sign up with Grants.gov for updates will be automatically notified.

Browser Information: Grants.gov was built to be compatible with Internet Explorer. For technical assistance with Google Chrome, or another browser, contact Grants.gov Customer Support.

Note on Attachments: Grants.gov has two categories of files for attachments: “mandatory” and “optional.” OJP receives all files attached in both categories. Please ensure that all required documents are attached in either Grants.gov category.

Note on File Names and File Types: Grants.gov only permits the use of certain specific characters in the file names of attachments. Valid file names may include only the characters shown in the table below. Grants.gov rejects any application that includes an attachment(s) with a file name that contains any characters not shown in the table below. Grants.gov forwards successfully submitted applications to the OJP Grants Management System (GMS).

Characters	Special Characters		
Upper case (A – Z)	Parenthesis ()	Curly braces { }	Square brackets []
Lower case (a – z)	Ampersand (&)	Tilde (~)	Exclamation point (!)
Underscore (_)	Comma (,)	Semicolon (;)	Apostrophe (')
Hyphen (-)	At sign (@)	Number sign (#)	Dollar sign (\$)
Space	Percent sign (%)	Plus sign (+)	Equal sign (=)
Period (.)	When using the ampersand (&) in XML, applicants must use the “&” format.		

GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.” GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

All applicants are required to complete the following steps:

Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. If an applicant entity has not fully complied with applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

An individual who wishes to apply in his/her personal capacity should search Grants.gov for funding opportunities for which individuals are eligible to apply. Use the Funding Opportunity Number (FON) to register. (An applicant applying as an individual must comply with all applicable Grants.gov individual registration requirements.)

Complete the registration form at <https://apply07.grants.gov/apply/IndCPRegister> to create a username and password for Grants.gov. (An applicant applying as an individual should complete all steps except 1, 2, and 4.)

1. **Acquire a unique entity identifier (currently, a DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a "unique entity identifier" in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. An applicant must be registered in SAM to successfully register in Grants.gov. Each applicant must **update or renew its SAM registration at least annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

An application cannot be successfully submitted in Grants.gov until Grants.gov receives the SAM registration information. Once the SAM registration/renewal is complete, **the information transfer from SAM to Grants.gov can take as long as 48 hours.** OJP recommends that the applicant register or renew registration with SAM as early as possible.

Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.** Complete the AOR profile on Grants.gov and create a username and password. An applicant entity's "unique entity identifier" (DUNS number) must be used to complete this step. For more information about the registration process for organizations and other entities, go to www.grants.gov/web/grants/register.html. Individuals registering with Grants.gov should go to <http://www.grants.gov/web/grants/applicants/individual-registration.html>.
4. **Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).** The E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. The E-Biz POC will need the Marketing Partner Identification Number (MPIN) password obtained when registering with SAM to complete this step. Note that an organization can have more than one AOR.

5. **Search for the funding opportunity on Grants.gov.** Use the following identifying information when searching for the funding opportunity on Grants.gov. The Catalog of Federal Domestic Assistance ("CFDA") number for this solicitation is 16.835, titled "Body Worn Camera Policy and Implementation," and the funding opportunity number is BJA-2017-11221.
6. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.
7. **Submit a valid application consistent with this solicitation by following the directions in Grants.gov.** Within 24–48 hours after submitting the electronic application, the applicant should receive two notifications from Grants.gov. The first will confirm the receipt of the application. The second will state whether the application has been validated and successfully submitted, or whether it has been rejected due to errors, with an explanation. It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later. Submitting an application well ahead of the deadline provides time to correct the problem(s) that caused the rejection. **Important:** OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date, to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification. Applications must be successfully submitted through Grants.gov by 11:59 p.m. eastern time on February 16, 2017.

Click [here](#) for further details on DUNS numbers, SAM, and Grants.gov registration steps and timeframes.

Note: Application Versions

If an applicant submits multiple versions of the same application, OJP will review only the most recent system-validated version submitted.

Experiencing Unforeseen Grants.gov Technical Issues

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline may contact the Grants.gov [Customer Support Hotline](#) or the [SAM Help Desk](#) (Federal Service Desk) to report the technical issue and receive a tracking number. The applicant must email the BJA contact identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant's email must describe the technical difficulties, and must include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any Grants.gov Help Desk or SAM tracking number(s).

Note: OJP does not automatically approve requests to submit a late application. After OJP reviews the applicant's request, and contacts the Grants.gov or SAM Help Desks to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions:

- Failure to register in SAM or Grants.gov in sufficient time. (SAM registration and renewal can take as long as 10 business days to complete. The information transfer from SAM to Grants.gov can take up to 48 hours.)
- Failure to follow Grants.gov instructions on how to register and apply as posted on its website.
- Failure to follow each instruction in the OJP solicitation.
- Technical issues with the applicant's computer or information technology environment, such as issues with firewalls or browser incompatibility.

Notifications regarding known technical problems with Grants.gov, if any, are posted at the top of the OJP [Funding Resource Center](#) web page.

E. Application Review Information

Review Criteria

Applications that meet basic minimum requirements will be evaluated by peer reviewers using the following review criteria.

1. Description of the Issue (15 percent)

Describe the problems that the implementation of a body-worn camera program will seek to overcome:

- 1) Provide data in support of the need for a body-worn camera program.
- 2) Describe the demographics of your jurisdiction.
- 3) Demonstrate an understanding of how officer complaints and use-of-force practices can be addressed by BWCs.
- 4) Demonstrate a need to leverage DME (Digital Multimedia Evidence) to help inform adjudication of cases.
- 5) Provide metrics for agency sworn personnel:
 - a) Total number of sworn officers within your agency.
 - b) The number of sworn officers with patrol activities or with daily citizen interaction outside of the agency.
 - c) The number of sworn officers your project expects to deploy body-worn cameras to when your program is completely implemented.
- 6) Additionally, all applicants must identify and provide a status of any other BWC grant programs that have been applied for.

2. Project Design and Implementation (35 percent)

- 1) Describe specifically how the project will accomplish expected outcomes by providing the goals, objectives, and performance measures applicable to the project.
- 2) Include a comprehensive timeline (as an attachment) that identifies milestones, numerically lists deliverables, and identifies who is responsible for each activity.
- 3) Utilizing the COPS "Implementing a Body-Worn Camera Program"¹⁰ report, the applicant will demonstrate a thorough understanding and appreciation of the issues discussed, and

¹⁰ Miller, Lindsay, Jessica Toliver, and Police Executive Research Forum. 2014. *Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned*. Washington, DC: Office of Community Oriented Policing Services. www.justice.gov/iso/opa/resources/472014912134715246869.pdf.

will incorporate the most important program design elements in their proposal.

- 4) All applicants must describe an implementation plan for achieving the goals of the BWC PIP.
- 5) Demonstrate a partnership with associated agencies and advocacy groups necessary to effectively utilize DME and promote the program objectives.
- 6) Identify the expected number of BWCs to purchase with requested funds.
- 7) Address travel requirements for national and regional conference attendance see page 10.
- 8) Address Partnership and Technical Priority Considerations (if applicable) see page 11.
- 9) Identify methods to develop policies and tracking mechanisms that include legal liabilities of the Freedom of Information Act (FOIA) statutes and regulations pertaining to storage, retention, redaction, and expungement as well as privacy policies addressing BWC issues involving civil rights, domestic violence, juvenile, and other victims' groups.

3. Capabilities and Competencies (15 percent)

- 1) Categories 1, 2, 3, and 4: Reference to attached documentation of Prosecutor Support, see page 10.
- 2) Reference to attached affirmation of Use-Of-Force Policy Review, see page 10.
- 3) Fully describe the applicant's capabilities to implement the project and the competencies of the staff assigned to the project.
- 4) Describe and demonstrate effective policy development and implementation and describe program communications plans.
- 5) Describe the agency's technology capabilities including previous systems' implementation projects.
- 6) Describe previous law enforcement programs and initiatives that required broad community and stakeholder engagement and report the results of those efforts.
- 7) Describe previous mobile technology deployments and the results of those efforts (e.g., mobile: records management systems (RMS), computer aided dispatch (CAD), electronic citations and other reports, mobile computers and devices, in-car video, and mobile applications).
- 8) Provide evidence of broad community and stakeholder collaboration and a high level of commitment from participating agencies and entities via memoranda of understanding or other appropriate mechanisms. Such commitment for the BWC PIP should be described in the application and submitted as attachments with the application.

4. Program Continuity (5 percent)

- 1) Describe specifically how the jurisdiction will support the body-worn camera program after the end of the grant period.
- 2) Address budgetary, policy, and administrative management continuity.

5. Plan for Collecting the Data Required for this Solicitation's Performance Measures (10 percent).

- 1) Describe the process for measuring project performance.
- 2) Identify who will collect the data, who is responsible for performance measurement, and how the information will be used to guide and evaluate the impact of the program.
- 3) Describe commitment to working with BJA TTA provider to accurately report implementation findings.

6. Budget (20 percent)

- 1) Provide a proposed budget and budget narrative that are complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).
- 2) Identify the number of cameras to be purchased with federal and match funding sources.
- 3) Identify travel budgets for national and regional conference attendance.
- 4) Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of grant expenditures.
- 5) Budget Narratives should enhance the information provided in the Budget Detail Worksheet, providing details about how the line items impact the overall project.
- 6) Budget Narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project.¹¹

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. For purposes of assessing whether an application meets basic minimum requirements and should proceed to further consideration, OJP screens applications for compliance with those requirements. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items designated as “critical elements.”
- The applicant must not be identified in SAM as excluded from receiving federal awards.

For a list of the critical elements for this solicitation, see “What an Application Should Include” under [Section D. Application and Submission Information](#).

Peer review panels will evaluate, score, and rate applications that meet basic minimum requirements. BJA may use internal peer reviewers, external peer reviewers, or a combination, to assess applications on technical merit using the solicitation's review criteria. An external peer reviewer is an expert in the subject matter of a given solicitation who is not a current DOJ employee. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. Peer reviewers' ratings and any resulting recommendations are advisory only, although reviewer views are considered carefully. Other important considerations for OJP include underserved populations, geographic diversity, strategic priorities, and available funding, as well as the extent to which the Budget Detail Worksheet and budget narrative accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

¹¹ Generally speaking, a reasonable cost is a cost that, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award. If OJP anticipates that an award will exceed \$150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIIS").

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by applicants.

The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants for competitive awards. OJP takes into account information pertinent to matters such as:

1. Applicant financial stability and fiscal integrity.
2. Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide.
3. Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies.
4. Reports and findings from audits of the applicant, including audits under the Part 200 Uniform Requirements.
5. Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

F. Federal Award Administration Information

Federal Award Notices

Award notifications will be made by September 30, 2017. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official (E-Biz POC and AOR). The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

For each successful applicant, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including all award conditions; and sign

and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, as well as all applicable requirements of federal statutes, regulations, and executive orders (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements](#),” available in the [OJP Funding Resource Center](#). In addition, applicants should examine the following two legal documents, as each successful applicant must execute both documents before it may receive any award funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Applicants may view these documents in the Apply section of the [OJP Funding Resource Center](#).

The web pages accessible through the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements](#)” are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2017. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute or program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed \$500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal

government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at <http://ojp.gov/funding/FAPIS.htm>.

Data on performance measures. In addition to required reports, an award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, OJP will require any recipient, post award, to provide the data listed as "Data Recipient Provides" in the performance measures table in [Section D. Application and Submission Information](#), under "Program Narrative," so that OJP can calculate values for this solicitation's performance measures.

G. Federal Awarding Agency Contact(s)

For OJP Contact(s), see [title page](#).

For contact information for Grants.gov, see [title page](#).

H. Other Information

Freedom of Information Act and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. OJP does **not** reply from this mailbox to messages it receives in this mailbox. Any prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmsolas.com. (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a peer reviewer in a competition in which you or your organization/entity has submitted an application.

Application Checklist FY 2017 Body-Worn Camera Pilot Implementation Program

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in Grants.gov:

_____ Acquire a DUNS Number (see page 26)

_____ Acquire or renew registration with SAM (see page 26)

To Register with Grants.gov:

_____ Acquire AOR and Grants.gov username/password (see page 26)

_____ Acquire AOR confirmation from the E-Biz POC (see page 26)

To Find Funding Opportunity:

_____ Search for the Funding Opportunity on Grants.gov (see page 27)

_____ Select the correct Competition ID (see page 27)

_____ Download Funding Opportunity and Application Package (see page 27)

_____ Sign up for Grants.gov email [notifications](#) (optional) (see page 25)

_____ Read [Important Notice: Applying for Grants in Grants.gov](#)

_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm

After Application Submission, Receive Grants.gov Email Notifications That:

_____ (1) application has been received,

_____ (2) application has either been successfully validated or rejected with errors
(see page 27)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

_____ contact BJA regarding experiencing technical difficulties
(see page 27)

Overview of Post-Award Legal Requirements:

_____ Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements](#)" in the OJP Funding Resource Center.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) described for each category (see pages 7-12).

Eligibility Requirement: Eligible applicants are limited to units of state government, units of local government, and federally recognized Indian tribal governments that perform law enforcement functions (as determined by the Secretary of the Interior), or any department, agency, or instrumentality of the foregoing that performs criminal justice functions (including combinations of the preceding, one of which is designated as the primary applicant.)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 16)
- _____ Intergovernmental Review *[insert if applicable]* (see page 17)
- _____ Project Abstract *[insert if applicable]* (see page 17)
- _____ *Program Narrative (see page 18)
- _____ *Budget Detail Worksheet (see page 19)
- _____ *Budget Narrative (see page 19)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 21)
- _____ Tribal Authorizing Resolution (if applicable) (see page 22)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 22)
- _____ Disclosure of Lobbying Activities (SF-LLL) (see page 23)
- _____ Additional Attachments
 - _____ *Memoranda of Understanding/Letters of Intent/Governance (see page 23)
 - _____ *Affirmation of Use-of-Force Policy Development, Review, and Implementation (see page 23)
 - _____ Timeline (see page 23)
 - _____ Applicant Disclosure of Pending Applications (see page 23) *[insert page number]*
 - _____ Request and Justification for Employee Compensation Waiver (if applicable) (see page 15)

NOTE: Elements marked with an asterisk (*) are the basic minimum requirements for applications. Applications that do not include these elements shall neither proceed to peer review nor receive further consideration by BJA.

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****RESOLUTION REQUEST**

DATE: February 13, 2017**TO: Finance Committee****RE: 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).**

Emergency/Suspension: Emergency

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

That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and that a response is needed within 60 days of receiving the recommendation; wherefore upon adoption by council this ordinance shall be in effect immediately upon signature by the mayor.

A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF THE BRICE AND MAIN TIF, TAYLOR SQUARE TIF, TAYLOR ROAD TIF #1, TAYLOR ROAD TIF #2, KROGER TIF, AND SUMMIT ROAD TIF TAX INCENTIVE REVIEW COUNCILS.



MINUTES

2016 FAIRFIELD COUNTY; TAYLOR SQ. TIRC WEDNESDAY, JULY 29, 2016

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Ed Laramee, Fairfield County Deputy Auditor

Mr. Laramee called the meeting to order at 3:05 p.m.

Present: Ed Laramee, Tina Thomas-Manning, Rick Szabrak, Richard Harris, Dan Havener and Rochelle Menningen

2. Approval of 2015 Minutes

Mr. Harris made a motion to approve the Minutes, seconded by Ms. Tina Thomas-Manning; five affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Harris: This is the Taylor Sq. Tax Increment. The infrastructure has been built, the debt service has been paid, and the schools are getting their money regularly. Everything seems to be working as scheduled. This was part of a debt refinancing that we did. The debt service is going to be reduced by about \$700,000. We are down to eight years left on the bonds. The debt service has been paid to date.

Mr. Laramee: *(Inaudible)*

Mr. Harris: It was put there in case one of the major retailers decided not to come, and the schools and developer would have then been on the hook for making up the shortfall. That was the reason for that. It took off and was very successful. It is all built out.

Mr. Laramee: *(Inaudible)*

Mr. Harris: parking for the IHOP and Olive Garden is terrible. Anything that does not include a major parking lot there is going to be a problem. No other tax incentives, just

the debt service on Phase One. Noble properties, even when the old hotel was there, had owned that for forty years.

Mr. Laramée: *(Inaudible)*

Mr. Harris: The bond issuance was between seven and a half, and eight million. There was even enough to put the snub road in on the west side. Most of it was sidewalks, sewers, water streets, that sort of thing.

Mr. Laramée: *(Inaudible)*

Mr. Harris: I get about a dozen calls a year about the tax rate at the Walmart, and I have to explain that it is not in Franklin County, and it is in Fairfield.

Mr. Harris made a motion to accept the reports and to continue the TIF, seconded by Mr. Havener; five affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Laramée adjourned the meeting at 3:17 p.m.

TAYLOR SQUARE TAX INCREMENT FINANCING

4.m.b

Phase I and II	1st Half 2015	2nd half 2015
Total Phase I Collected	702,113.06	658,615.57
Total Phase II Collected	268,447.09	278,224.98
TOTAL COLLECTED	970,560.15	936,840.55

Effective Class II % to School 71.00% 71.00%

Subaccounts	1st Half 2015	2nd half 2015
Phase I Reserve		
Phase I Debt Service	702,113.06	658,615.57
Phase II School Revenue	190,597.43	197,539.74
Phase II Debt Service	77,849.66	80,685.24
	970,560.15	936,840.55

Fund 970 (TIF)	1st Half 2015	2nd half 2015
Fund 970 Beginning Balance	459,388.50	1,165,942.80
Total Collected	970,560.15	936,840.55
Paid To Schools	-264,005.84	-388,137.17
Transferred to Debt Service		-601,348.00
Debt Payments paid from Tax Revenues	0.00	
Fund 970 Ending Balance	1,165,942.80	1,113,298.18
Fund 970 reserve		195,382.65

Payments to School District	1st Half 2015	2nd half 2015
Phase II School Revenue (30 days after receipt)	190,597.43	197,539.74
Annual Balance (30 days after calendar year)		917,915.53

Service Payment Deficiencies	2015	2015
Phase I Owner's Parcel (i)		832,949.65
Phase I Property (ii)		1,360,728.63
Credited Payments (iii)		1,519,263.53
Debt Payment Required		601,348.00
Debt Service Deficiency		0.00
Target Deficiency		0.00
Amount Due From Owner		0.00

Attachment: Taylor Sq TIF Reports (1616 : Resolution Accepting Recommendations of Several City of Reynoldsburg Tax Incentive Review

Taylor Square
1st half

2015 Tax Year 2014

Phase		Total Collected	Fees	Net Amount
I - Other	044-73792-00 BP Exploration	14,307.62	306.57	14,001.05
I - Other	044-73793-00 Bills Sunoco	23,088.43	494.72	22,593.71
I - Other	044-73793-13 Noca (O'Charlies)	23,049.96	493.89	22,556.07
I - Other	044-73793-15 Noca (Fridays)	24,440.59	523.69	23,916.90
I - Other	044-73795-12 BP Exploration		0.00	0.00
I - Other	044-73795-50 Noca Ltd.	725.90	15.55	710.35
I - Other	044-73795-51 Smokey Bones	28,641.76	613.71	28,028.05
I - Other	044-73795-52 Sliver	1,036.74	22.21	1,014.53
I - Other	044-73795-70 Fifth Third Bank	23,173.07	496.53	22,676.54
I - Other	044-73795-80 P & S Hotel Group	109,808.07	2,352.86	107,455.21
I - Other	044-73795-90 First Hospitality	44,457.70	952.60	43,505.10
		<u>292,729.84</u>	<u>6,272.32</u>	<u>286,457.52</u>
I - Owner	044-73795-20 Noca (Walmart)	248,713.27	5,328.80	243,384.47
I - Owner	044-73795-30 Noca Retail Devel.	119,814.85	2,567.27	117,247.58
I - Owner	044-73795-40 Noca (West Strip)	56,228.30	1,204.80	55,023.50
		<u>424,756.42</u>	<u>9,100.88</u>	<u>415,655.54</u>
II	044-73790-10 Ardmore of Ohio		0.00	0.00
II	044-73790-11 Ardmore of Ohio		0.00	0.00
II	044-73791-00 Logans SH	41,038.31	879.33	40,158.98
II	044-73791-10 City of Reyn.		0.00	0.00
II	044-73791-11 Ardmore of Ohio	156.17	3.35	152.82
II	044-73791-20 UHA Corp.	15,479.36	331.68	15,147.68
II	044-73793-11 Noca Retail Devel.	21,246.56	455.25	20,791.31
II	044-73793-30 Drury Inns Inc	34,980.22	749.52	34,230.70
II	044-73794-10 Drury Inns Inc	-619.52	-13.27	-606.25
II	044-73794-20 Drury Inns Inc	4,852.93	103.98	4,748.95
II	044-73795-00 BP Gas Lease.	14,027.57	300.57	13,727.00
II	044-73795-01 Reynoldsburg LLC	-17,723.14	-379.75	-17,343.39
II	044-73795-13 Sams (17%).	53,970.20	1,156.42	52,813.78
II	044-73795-14 Parking lot	15,649.39	335.32	15,314.07
II	044-73795-10 Drury Inns Inc	23,117.69	495.34	22,622.35
II	044-73795-60 Noca Ltd.	68,149.31	1,460.24	66,689.07
		<u>274,325.05</u>	<u>5,877.96</u>	<u>268,447.09</u>
Total 2010 Collections estimated		991,811.31	21,251.16	970,560.15

Taylor Square
2nd half
2015 Tax Year 2014

Phase			Total Collected	Fees	Net Amount
I - Other	044-73792-00	BP Exploration	14,307.62	251.37	14,056.25
I - Other	044-73793-00	Bills Sunoco	23,088.43	405.64	22,682.79
I - Other	044-73793-13	Noca (O'Charlies)	23,049.96	404.96	22,645.00
I - Other	044-73793-15	Noca (Fridays)	24,440.59	429.40	24,011.19
I - Other	044-73795-12	BP Exploration		0.00	0.00
I - Other	044-73795-50	Noca Ltd.	725.90	12.75	713.15
I - Other	044-73795-51	Smokey Bones	9,676.78	170.01	9,506.77
I - Other	044-73795-52	Sliver	1,036.74	18.21	1,018.53
I - Other	044-73795-70	Fifth Third Bank	23,173.07	407.13	22,765.94
I - Other	044-73795-80	P & S Hotel Group	81,680.27	1,435.04	80,245.23
I - Other	044-73795-90	First Hospitality	44,457.70	781.08	43,676.62
			<u>245,637.06</u>	<u>4,315.60</u>	<u>241,321.46</u>
I - Owner	044-73795-20	Noca (Walmart)	248,713.27	4,369.41	244,343.86
I - Owner	044-73795-30	Noca Retail Devel.	119,814.85	2,105.03	117,709.82
I - Owner	044-73795-40	Noca (West Strip)	56,228.30	987.88	55,240.42
			<u>424,756.42</u>	<u>7,462.32</u>	<u>417,294.10</u>
II	044-73790-10	Ardmore of Ohio		0.00	0.00
II	044-73790-11	Ardmore of Ohio		0.00	0.00
II	044-73791-00	Logans SH	21,382.75	375.67	21,007.08
II	044-73791-10	City of Reyn.		0.00	0.00
II	044-73791-11	Ardmore of Ohio	156.17	2.74	153.43
II	044-73791-20	UHA Corp.	15,479.36	271.96	15,207.40
II	044-73793-11	Noca Retail Devel.	21,246.56	373.28	20,873.28
II	044-73793-30	Drury Inns Inc		0.00	0.00
II	044-73794-10	Drury Inns Inc	-2,994.48	-52.61	-2,941.87
II	044-73794-20	Drury Inns Inc	-4,891.55	-85.94	-4,805.61
II	044-73795-00	BP Gas Lease.	14,027.57	246.45	13,781.12
II	044-73795-01	Reynoldsburg LLC	55,466.36	974.49	54,491.87
II	044-73795-13	Sams (17%).	53,970.20	948.20	53,022.00
II	044-73795-14	Parking lot	18,090.59	317.83	17,772.76
II	044-73795-10	Drury Inns Inc	23,117.69	406.15	22,711.54
II	044-73795-60	Noca Ltd.	68,149.31	1,197.32	66,951.99
			<u>283,200.53</u>	<u>4,975.55</u>	<u>278,224.98</u>
Total 2010 Collections estimated			953,594.01	16,753.46	936,840.55



MINUTES

2016 FRANKLIN COUNTY; BRICE ROAD TIRC WEDNESDAY, JULY 29, 2016

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Brian Katz, Franklin County Auditor's Office

Mr. Katz called the meeting to order at 2:32 p.m.

Present: Brian Katz, Shelley May, Cindy Deloid, Tina Thomas-Manning, Richard Harris, Dan Havener and Rochelle Menningen

2. Approval of 2015 Minutes

Mr. Katz asked to have a correction on the 2015 Minutes. Under Ms. May it stated built and should have been billed.

Mr. Katz made a motion to approve the Minutes with the noted correction, seconded by Mr. Havener; six affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Brice Road TIF

Mr. Harris: I have given everybody a copy of the information. The Brice Rd. TIF debt service has been paid for the year and the school has gotten their money. So everything is as it should be.

Mr. Harris made a motion to accept the reports and to continue the TIF, seconded by Mr. Havener; six affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Katz adjourned the meeting at 2:35 p.m.

	1st Half	2nd Half
Total Net TIF Collections	2015	2015
Home Depot Settlement	73,582.98	73,582.98
Home Depot 10% Rollback	0.00	0.00
Walgreens Settlement	34,073.80	34,073.80
Walgreens 10% Rollback	0.00	0.00
Gross Collection	107,656.78	107,656.78
Less:		
Aud/Treas Fees	1,218.45	1,220.87
Delinquent Tax Collection (5%)		
Net Distribution	106,438.33	106,435.91

Effective Class II % to School	62.75%	62.75%
	1st Half	2nd Half
Subaccounts	2015	2015
School Revenue Account	66,790.05	66,788.53
Public Improvement Account	39,648.28	39,647.38
	106,438.33	106,435.91

	1st Half	2nd Half
Distribution to Schools	2015	2015
Beginning Balance Owed to Schools	5,278.82	66,790.05
Funds Deposited in School Revenue Account	66,790.05	66,788.53
Paid To Schools	5,278.82	124,721.18
Ending Balance Owed to Schools	66,790.05	8,857.41

Fund 971 (Brice - Main TIF)	1st Half	2nd Half
	2015	2015
Fund 971 Beginning Balance	9,021.92	109,425.25
Total Collected	106,438.33	106,435.91
Debt Service paid for 2003 Bonds	6,035.00	81,035.00
Paid To Schools		130,000.00
Fund 971 Ending Balance	109,425.25	14,826.16
	trf from GF	10,000.00
		24,826.16

2nd half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007	73,582.98	834.46	2072,748.52	0.00	72,748.52
Walgreen 90-28	34,073.80	386.41	33,687.39	0.00	33,687.39
Tax Year 2014	107,656.78	1,220.87	106,435.91	0.00	106,435.91

1st half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007	73,582.98	832.81	72,750.17	0.00	72,750.17
Walgreen 90-28	34,073.80	385.64	33,688.16	0.00	33,688.16
Tax Year 2014	107,656.78	1,218.45	106,438.33	0.00	106,438.33



MINUTES

2015 LICKING COUNTY TIRC WEDNESDAY, SEPTEMBER 30, 2015

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Michael Smith, Licking County Auditor

Mr. Smith called the meeting to order at 3:32 p.m.

Present: Michael Smith, Tina Thomas-Manning, Robert Platte, Brad Mercer, Walter Rogers, Atty. Jed Hood, Richard Harris, Dan Havener, and Rochelle Menningen

2. Approval of 2015 Minutes

Atty. Hood made a motion to approve the Minutes, seconded by Mr. Harris; eight affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Kroger TIF

Mr. Harris: This was to fund the improvements at Taylor Rd. and US 40. This was done through District 2 money. Money is still being collected. The bond on this is still being paid on. However, ODOT still has the authority to come in and demand improvements on that intersection. For those of you who were not around then, Kroger had thought about going north and putting in shops there. I do not know if they have any thoughts of doing that now. At some point in time we are probably going to have to put another lane going southbound on Taylor. At one point in time, McDonalds had thought about going in across the street. If something like that came in, we would have to do the infrastructure. Sanitary we already did up the street.

Mr. Havener: Sanitary was not done to the east.

Mr. Harris: No, and the reason it was done was to get our sewer lines in before the gas station.

Atty. Hood: There were other utilities to identify that were necessary.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #1

Mr. Harris: This is on a condominium complex that is on the west side of Taylor Rd., north of Main. We have some money coming in. The original intent was to use the income to put water and sewer under Taylor Rd.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

5. Taylor Road TIF #2

Mr. Harris: This is on a multi-family development south on Taylor Rd. This was also meant for infrastructure. After a number of years of not having anything, I do not know what the plans are.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

6. Summit Road TIF

Mr. Harris: This is for the west side of Summit Rd. Mr. McClain is building an assisted living which is going to be generating some money. Eventually the rest of that will probably all be residential.

Atty. Hood made a motion to accept the reports and to continue the TIF, seconded by Mr. Harris; eight affirmative votes, no negative votes; the Motion carried.

7. Comments and Closing

Mr. Smith adjourned the meeting at 3:42

	1st half	2nd half
Total Net TIF Collections	2015	2015
Kroger	39,009.58	39,009.58
Kroger 10% Rollback	0.00	0.00
	0.00	0.00
	0.00	0.00
Gross Collection	39,009.58	39,009.58
Less:		
Aud/Treas Fees	507.05	520.17
Delinquent Tax Collection (5%)		
Net Distribution	38,502.53	38,489.41

Fund 972 Kroger Tif	1st half	2nd half
	2015	2015
Fund 972 Beginning Balance	254,672.87	276,133.54
Total Collected	38,502.53	38,489.41
Debt Service -SIB Loan	17,041.86	17,041.86
Fund 972 Ending Balance	276,133.54	297,581.09

KROGER

2nd Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Kroger	39,009.58	520.17	38,489.41	0.00	38,489.41
			0.00	0.00	0.00
	39,009.58	520.17	38,489.41	0.00	38,489.41

1st Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Kroger	39,009.58	507.05	38,502.53	0.00	38,502.53
			0.00	0.00	0.00
	39,009.58	507.05	38,502.53	0.00	38,502.53

Summit Rd #1
Fund 973

	1st half 2015	2nd half 2015
Total Net TIF Collections		
Summit Rd #1	0.00	0.00
Summit Rd #1 10% Rollback	0.00	0.00
Maple Woods Farms	0.00	0.00
Maple Woods Farms-10% Rollback	0.00	0.00
Gross Collection	0.00	
Less:		
Aud/Treas Fees	0.00	0.00
Delinquent Tax Collection (5%)		
Net Distribution	0.00	0.00

Fund 973 Summit Rd #1 Tif	1st half 2015	2nd half 2015
Fund 973 Beginning Balance	5,105.61	5,105.61
Total Collected	0.00	0.00
Debt Service		
Fund 973 Ending Balance	5,105.61	5,105.61

Taylor Rd Tif #1
Fund 974

	1st half	2nd half
Total Net TIF Collections	2015	2015
Taylor Chase	10,252.31	7,393.04
	0.00	0.00
Gross Collection	10,252.31	7,393.04
Less:		
Aud/Treas Fees	149.48	98.44
Delinquent Tax Collection (5%)		
Net Distribution	10,102.83	7,294.60

Fund 974 Taylor Rd-1 Tif	1st half	2nd half
	2015	2015
Fund 974 Beginning Balance	116,576.52	126,679.35
Total Collected	10,102.83	7,294.60
Debt Service		
Fund 974 Ending Balance	126,679.35	133,973.95

Taylor Rd #1

2nd Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Taylor Chase	7,393.04	98.44	7,294.60	0.00	7,294.60
			0.00	0.00	0.00
Tax Year 2014	7,393.04	98.44	7,294.60	0.00	7,294.60

1st Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Taylor Chase	10,252.31	149.48	10,102.83		10,102.83
Tax Year 2014	10,252.31	149.48	10,102.83	0.00	10,102.83

Taylor Rd Tif #2
Fund 975

	1st half	2nd half
Total Net TIF Collections	2015	2015
Park National Bank	0.00	0.00
Glen O Bard	758.61	0.00
	0.00	0.00
Gross Collection	758.61	0.00
Less:		
Aud/Treas Fees	9.83	0.00
Delinquent Tax Collection (5%)		
Net Distribution	748.78	0.00

Fund 975 Taylor Rd-2 Tif	1st half	2nd half
	2015	2015
Fund 975 Beginning Balance	12,727.95	13,476.73
Total Collected	748.78	0.00
Debt Service		
Fund 975 Ending Balance	13,476.73	13,476.73

1st Half 2015 Collections

2nd Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Park National Bank	0.00		0.00	0.00	0.00
Glen O Bard	0.00	0.00	0.00	0.00	0.00
Tax Year 2014	0.00	0.00	0.00	0.00	0.00

1st Half 2015 Collections

1st Half 2015 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Park National Bank	0.00	0.00	0.00		0.00
Glen O Bard	758.61	9.83	748.78		748.78
Tax Year 2014	758.61	9.83	748.78	0.00	748.78